



# City of Sunnyvale

## Notice and Agenda City Council

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Tuesday, February 23, 2021

5:00 PM

Telepresence Meeting: City Web Stream |  
AT&T Channel 99 | Comcast Channel 15

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**Special Meeting: Closed Session - 5 PM | Special Meeting: Study Session - 5:30 PM |  
Regular Meeting - 7 PM**

*Because of the COVID-19 emergency and the “shelter in place” orders issued by Santa Clara County and the State of California, this meeting of the Sunnyvale City Council will take place by teleconference, as allowed by Governor Gavin Newsom’s Executive Order N-29-20.*

- *Watch the City Council meeting on television over Comcast Channel 15, AT&T Channel 99, at <http://youtube.com/SunnyvaleMeetings> or <https://sunnyvaleca.legistar.com/calendar.aspx>*
- *Submit written comments to the City Council up to 4 hours prior to the meeting to [council@sunnyvale.ca.gov](mailto:council@sunnyvale.ca.gov) or by mail to City Clerk, 603 All America Way, Sunnyvale, CA 94086.*
- *Teleconference participation: You may provide audio public comment by connecting to the teleconference meeting online or by telephone. Use the Raise Hand feature to request to speak (\*9 on a telephone):*

*Meeting online link: <https://sunnyvale-ca-gov.zoom.us/j/96111580540>*

*Meeting call-in telephone number: 833-548-0276 | Meeting ID: 961 1158 0540*

*Pursuant to the Americans with Disabilities Act (ADA) and Executive Order N-29-20, if you need special assistance to provide public comment, contact the City at least 2 hours prior to the meeting in order for the City to make reasonable alternative arrangements for you to communicate your comments. For other special assistance, please contact the City at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting. The Office of the City Clerk may be reached at (408) 730-7483 or [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov) (28 CFR 35.160 (b) (1)).*

**5 P.M. SPECIAL COUNCIL MEETING (Closed Session)****Call to Order**

*Call to Order via teleconference.*

**Roll Call****Public Comment**

*The public may provide comments regarding the Closed Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda. Closed Sessions are not open to the public.*

**Convene to Closed Session**

- A**     [21-0370](#)     CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION  
Closed Session held pursuant to California Government Code Section 54956.9 (d)(1). Name of Case: City of Sunnyvale, et al. v. Bosler (as Director), et al. (California Court of Appeal, Third Appellate District, Case No. C081589)

**Adjourn Special Meeting****5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)****Call to Order**

*Call to Order via teleconference.*

**Roll Call****Study Session**

*The public may provide comments regarding the Study Session item(s). If you wish to address the Council, please refer to the notice at the beginning of this agenda.*

- B**     [21-0049](#)     Cleanwater Program Update

**Adjourn Special Meeting**

**7 P.M. COUNCIL MEETING**

*Pursuant to Council Policy, City Council will not begin consideration of any agenda item after 11:30 p.m. without a vote. Any item on the agenda which must be continued due to the late hour shall be continued to a date certain. Information provided herein is subject to change from date of printing of the agenda to the date of the meeting.*

**CALL TO ORDER**

*Call to Order via teleconference.*

**ROLL CALL****CLOSED SESSION REPORT****SPECIAL ORDER OF THE DAY**

C     [21-0341](#)     Women's History Month

**ORAL COMMUNICATIONS**

*This category provides an opportunity for members of the public to address the City Council on items not listed on the agenda and is limited to 15 minutes (may be extended or continued after the public hearings/general business section of the agenda at the discretion of the Mayor) with a maximum of up to three minutes per speaker. Please note the Brown Act (Open Meeting Law) does not allow the Council to take action on an item not listed on the agenda. If you wish to address the Council, please refer to the notice at the beginning of this agenda. Individuals are limited to one appearance during this section.*

**CONSENT CALENDAR**

*All matters listed on the consent calendar are considered to be routine and will be acted upon by one motion. There will be no separate discussion of these items. If a member of the public would like a consent calendar item pulled and discussed separately, please refer to the notice at the beginning of this agenda.*

1.A     [21-0018](#)     Approve City Council Meeting Minutes of January 28, 2021  
(Strategic Planning Workshop)

**Recommendation:** Approve the City Council Meeting Minutes of January 28, 2021 as submitted.

- 1.B [21-0180](#) Approve City Council Meeting Minutes of February 1, 2021  
(Moffett Park Specific Plan Study Session)

**Recommendation:** Approve the City Council Meeting Minutes of February 1, 2021 as submitted.

- 1.C [21-0269](#) Approve City Council Meeting Minutes of February 2, 2021

**Recommendation:** Approve the City Council Meeting Minutes of February 2, 2021 as submitted.

- 1.D [21-0173](#) Approve the List(s) of Claims and Bills Approved for Payment  
by the City Manager

**Recommendation:** Approve the list(s) of claims and bills.

- 1.E [21-0249](#) Adopt a Resolution Amending the City's Salary Resolution and  
Schedule of Pay to Increase Salaries for Pay Plan Category A  
(Communication Officers Association).

**Recommendation:** Adopt a Resolution Amending the City's Salary Resolution and  
Schedule of Pay to Increase Salaries for Pay Plan Category A  
(Communication Officers Association) Effective March 7, 2021.

- 1.F [21-0155](#) Approve the Fiscal Year 2021/22 Sustainability Speaker  
Series

**Recommendation:** Approve the FY 2021/22 Sustainability Speaker Series topics  
as proposed by the Sustainability Commission, with the  
provision that the implementation of up to four events will be  
contingent on speaker availability, staffing resources, and  
available budget. Staff has collaborated with the  
Subcommittee during the development of the proposed Series  
and generally supports the topics selected.

- 1.G [21-0291](#) Approve NOVA as Adult and Dislocated Worker Career  
Services Provider at Sunnyvale Job Center and Operator for  
NOVA Workforce Development Area

**Recommendation:** Approve NOVA as the Adult and Dislocated Worker Career  
Services Provider at the Sunnyvale Job Center and Operator  
for the NOVA workforce development area.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

*If you wish to speak to a public hearing/general business item, please refer to*



*notice at the beginning of this agenda. Each speaker is limited to a maximum of three minutes. For land-use items, applicants are limited to a maximum of 10 minutes for opening comments and 5 minutes for closing comments.*

- 2      [21-0081](#)      Introduce an Ordinance Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials; Authorize the Mayor to Execute a Franchise Agreement; and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Section 15301 and 15308

**Recommendation:** Alternative 1: Introduce the Ordinance in Attachment 1 Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials, Authorize the Mayor to execute the Draft Franchise Agreement in substantially the form in Attachment 2 including "Option B" of Section 2.1 to provide for a term of fifteen years from July 1, 2021, to June 30, 2036 with a performance review in Year 6 by the City Manager or designee, and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Sections 15301 and 15308.

- 3      [21-0284](#)      Discussion and Direction on Ordinance Establishing a Public Process for Redistricting

**Recommendation:** Discuss and provide direction to staff on the draft redistricting ordinance.

- 4      [21-0061](#)      Authorize the City Manager to Enter into an Agreement with Our City Forest for Planting Trees on Homeowner's Private Property and Approve Budget Modification No. 17

**Recommendation:** Alternative 1: Authorize the City Manager to execute a Cooperative Services Agreement with Our City Forest to plant trees on homeowner private property and Approve Budget Modification No. 17 in the Amount of \$15,000.

- 5      [21-0244](#)      Annual Review and Approval of City's Code of Ethics and Conduct for Elected and Appointed Officials

**Recommendation:** Alternative 1: Review and approve the 2021 Code of Ethics and Conduct for Elected and Appointed Officials with non-substantive changes from the 2020 Code as set forth in Attachment 1 to the report.

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS****NON-AGENDA ITEMS & COMMENTS**

-Council

-City Manager

**INFORMATION ONLY REPORTS/ITEMS**

*Visit <http://Sunnyvale.ca.gov/TCMAC> to view the Tentative Council Meeting Agenda Calendar (TCMAC) online. The TCMAC is updated each Thursday afternoon.*

<a href="#">21-0270</a>	Tentative Council Meeting Agenda Calendar
<a href="#">21-0271</a>	Board/Commission Meeting Minutes
<a href="#">21-0272</a>	Information/Action Items
<a href="#">21-0282</a>	Board/Commission Resignation (Information Only)

**ADJOURNMENT****NOTICE TO THE PUBLIC**

*The agenda reports to council (RTCs) may be viewed on the City's website at [sunnyvale.ca.gov](http://sunnyvale.ca.gov) after 7 p.m. on Thursdays or in the Office of the City Clerk located at 603 All America Way, prior to Tuesday City Council meetings. Any agenda related writings or documents distributed to members of the City of Sunnyvale City Council regarding any open session item on this agenda will be made available for public inspection in the Office of the City Clerk located at 603 All America Way, during normal business hours and in the Council Chamber on the evening of the Council Meeting, pursuant to Government Code §54957.5. Please contact the Office of the City Clerk at (408) 730-7483 to access City Hall to view these materials and for specific questions regarding the agenda.*

*PLEASE TAKE NOTICE that if you file a lawsuit challenging any final decision on any public hearing item listed in this agenda, the issues in the lawsuit may be limited to the issues which were raised at the public hearing or presented in writing to the Office of the City Clerk at or before the public hearing. PLEASE*

*TAKE FURTHER NOTICE that Code of Civil Procedure section 1094.6 imposes a 90-day deadline for the filing of any lawsuit challenging final action on an agenda item which is subject to Code of Civil Procedure 1094.5.*

**Planning a presentation for a City Council meeting?**

*To help you prepare and deliver your public comments, please review the "Making Public Comments During City Council or Planning Commission Meetings" available at <http://Sunnyvale.ca.gov/PublicComments>*

**Planning to provide materials to Council?**

*If you wish to provide the City Council with copies of your presentation materials, please provide 12 copies of the materials to the Office of the City Clerk. The City Clerk will distribute your items to the Council following the meeting.*

**Upcoming Meetings**

*Visit <https://sunnyvaleca.legistar.com> for upcoming Council, board and commission meeting information.*



# City of Sunnyvale

## Agenda Item

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**21-0370**

**Agenda Date:** 2/23/2021

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**CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION**

Closed Session held pursuant to California Government Code Section 54956.9 (d)(1). Name of Case: City of Sunnyvale, et al. v. Bosler (as Director), et al. (California Court of Appeal, Third Appellate District, Case No. C081589)



# City of Sunnyvale

## Agenda Item

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**21-0049**

**Agenda Date:** 2/23/2021

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Cleanwater Program Update



# City of Sunnyvale

## Agenda Item

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**21-0341**

**Agenda Date:** 2/23/2021

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Women's History Month



# City of Sunnyvale

## Agenda Item

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**21-0018**

**Agenda Date:** 2/23/2021

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**SUBJECT**

Approve City Council Meeting Minutes of January 28, 2021 (Strategic Planning Workshop)

**RECOMMENDATION**

Approve the City Council Meeting Minutes of January 28, 2021 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft

### City Council

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Thursday, January 28, 2021

8:30 AM

Telepresence Meeting: City Web Stream |  
AT&T Channel 99 | Comcast Channel 15

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#### Special Meeting - Strategic Planning Workshop

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 8:32 a.m. via teleconference.

#### **ROLL CALL**

**Present:** 7 - Mayor Larry Klein  
Vice Mayor Glenn Hendricks  
Councilmember Gustav Larsson  
Councilmember Russ Melton  
Councilmember Mason Fong  
Councilmember Alysa Cisneros  
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

#### **PUBLIC COMMENT**

Public Comment opened at 8:34 a.m.

Helen Grieco spoke towards establishing an independent redistricting commission.

Elaine Manley voiced support for establishing an independent or hybrid redistricting commission.

Cal Cornwell spoke towards establishing an independent redistricting commission and Council's role and input during the redistricting process.



Galen Kim Davis communicated support for prioritizing implementation of the Active Transportation Plan (ATP) and establishing an independent redistricting commission.

Diane Gleason shared support for establishing an independent redistricting commission.

Tara Martin-Milius voiced support for establishing an independent redistricting commission, streamlining the study issue process and spoke towards Reach Codes.

Kristel Wickham communicated support for prioritizing implementation of the ATP.

Lauren Cordano shared support for prioritizing implementation of the ATP.

Ari Feinsmith voiced support for prioritizing implementation of the ATP.

Erik Lindskog communicated support for prioritizing implementation of the ATP.

Caleb Sanders shared support for prioritizing implementation of the ATP.

John Cordes voiced support for prioritizing implementation of the ATP and creating an independent redistricting commission.

Mark Hlady communicated support for prioritizing implementation of the ATP.

Karl Voelker shared support for prioritizing implementation of the ATP.

Public Comment closed at 9:06 a.m.

### **OVERVIEW**

Mayor Klein provided opening remarks.

City Manager Kent Steffens provided opening remarks and welcomed facilitator Shawn Spano.

Finance Director Tim Kirby provided the fiscal report and presentation.

### **FOCUS AREAS: COUNCIL PRIORITIES UPDATE**

Council met with the Executive Leadership Team in a facilitated workshop format

and received information on strategic focus areas.

### **STRATEGIC TOPICS DISCUSSION**

#### Redistricting Public Process

Deputy City Manager Jaqui Guzmán provided the staff report and presentation.

Councilmembers posed questions for staff and provided comments regarding the redistricting public process.

#### Active Transportation Plan

Public Works Director Chip Taylor provided the staff report and presentation.

Councilmembers posed questions for staff, provided comments regarding the implementation of the Active Transportation Plan.

#### Cultural Inclusion Study

Library and Recreation Services Director Cherise Brandell provided the staff report and presentation.

Councilmembers posed questions for staff, provided comments regarding cultural inclusion.

### **DISCUSSION ON COUNCIL PRIORITIES**

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to add "Implementation of the Active Transportation Plan" to Council Priority "Ability of Infrastructure to Support Development & Traffic."

Mayor Klein offered a friendly amendment to add "and Active Transportation" to Council Priority "Ability of Infrastructure to Support Development & Traffic."  
Councilmember Melton accepted the friendly amendment.

The motion carried with the following vote:

**Yes: 6 -** Mayor Klein  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 1 -** Vice Mayor Hendricks

MOTION: Councilmember Fong moved and Councilmember Melton seconded the motion to add a Council Priority titled "Access, Equity and Inclusion."

Councilmember Din offered a friendly amendment to revise the Council Priority to "Equity, Access and Inclusion." Councilmember Fong accepted the friendly amendment.

The motion carried with the following vote:

**Yes: 7 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 0**

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to remove Council Priority "Open Space Acquisition Planning: Future of Golf Courses."

The motion carried with the following vote:

**Yes: 7 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 0**

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 5:15 p.m.



# City of Sunnyvale

## Agenda Item

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**21-0180**

**Agenda Date:** 2/23/2021

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**SUBJECT**

Approve City Council Meeting Minutes of February 1, 2021 (Moffett Park Specific Plan Study Session)

**RECOMMENDATION**

Approve the City Council Meeting Minutes of February 1, 2021 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Monday, February 1, 2021

4:00 PM

Telepresence Meeting: City Web Stream

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### Special Meeting: Moffett Park Specific Plan - Transportation and Infrastructure Workshop and Study Session - 4 PM

#### **4 P.M. SPECIAL COUNCIL MEETING (Study Session)**

##### **Call to Order**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 4:00 p.m. via teleconference.

##### **Roll Call**

**Present:** 6 - Mayor Larry Klein  
Councilmember Gustav Larsson  
Councilmember Russ Melton  
Councilmember Mason Fong  
Councilmember Alysa Cisneros  
Councilmember Omar Din

**Absent:** 1 - Vice Mayor Glenn Hendricks

Mayor Klein and Councilmembers Larsson, Melton, Fong, Cisneros and Din attended via teleconference.

Vice Mayor Hendricks joined the meeting at 4:33 p.m.

##### **Study Session**

[21-0121](#) Moffett Park Specific Plan: Transportation and Infrastructure  
Workshop and Study Session

Principal Planner Michelle King and the following provided the staff presentation:

- Chris Sensenig, Senior Associate, Raimi + Associates

- Meghan Weir, Principal, Nelson Nygaard

The following answered questions during the Roundtable:

- Chris Sensenig, Senior Associate, Raimi + Associates
- Principal Planner Michelle King
- Eric Yurkovich, Principal, Raimi + Associates
- Meghan Weir, Principal, Nelson Nygaard
- Brent Pearson, Transportation Manager, Valley Transportation Authority (VTA)
- Andy Miner, Community Development Assistant Director
- Ramana Chinnakotla, Environmental Services Director

Public Comment opened at 5:52 p.m.

Richard Mehlinger shared support for limiting the Mary Avenue over crossing to bicycles, pedestrians and public transit either during commute times or at all times and for including affordable housing.

Kat Wortham, Health and Housing Director, Silicon Valley Leadership Group communicated support for an eco district and supporting bicycle, pedestrian and public transit.

Gita Dev requested additional information regarding the various transportation options being considered under the Plan. She voiced support for an eco district.

Tim Oey shared support for bicycle and pedestrian transit options along with bicycle and walking counts.

Mike Serrone communicated support for non-vehicle transit connectivity and housing in the plan area.

Galen Kim Davis voiced support for additional connectivity to the rest of Sunnyvale and planning for the needs of all ages.

David Simons shared support for including landscape design early in the planning process and increasing sidewalk widths.

Shani Kleinhaus communicated benefits of bird diversity on happiness along with support for bird safe design.

Gavin Lohry, Catalyze SV voiced support for smaller blocks and housing in the plan area along with a transit district that provides transit passes.

Justin Wang, Advocacy Manager, Greenbelt Alliance shared support for bicycle and pedestrian transit along with other environmentally friendly plan elements.

Public Comment closed at 6:16 p.m.

The Mayor, Vice Mayor and Councilmembers posed questions for staff and the consultants along with providing comments regarding the Moffett Park Specific Plan.

### **Adjourn Special Meeting**

Mayor Klein adjourned the meeting at 7:08 p.m.





# City of Sunnyvale

## Agenda Item

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**21-0269**

**Agenda Date:** 2/23/2021

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**SUBJECT**

Approve City Council Meeting Minutes of February 2, 2021

**RECOMMENDATION**

Approve the City Council Meeting Minutes of February 2, 2021 as submitted.



# City of Sunnyvale

## Meeting Minutes - Draft City Council

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Tuesday, February 2, 2021

5:30 PM

Telepresence Meeting: City Web Stream |  
AT&T Channel 99 | Comcast Channel 15

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**Special Meeting: Study Session - 5:30 PM | Regular Meeting - 7 PM**

### **5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)**

#### **Call to Order**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 5:37 p.m. via teleconference.

#### **Roll Call**

**Present:** 7 - Mayor Larry Klein  
Vice Mayor Glenn Hendricks  
Councilmember Gustav Larsson  
Councilmember Russ Melton  
Councilmember Mason Fong  
Councilmember Alysa Cisneros  
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

#### **Study Session**

**A**      [21-0020](#)      Mary Avenue Overcrossing

Principal Transportation Engineer Angela Obeso provided the staff report and presentation.

Public Comment opened at 6:38 p.m.

Dan Hafeman spoke towards utilizing alternate routes such as the State Route 237 / Ellis Street exit to access the Moffett Park area, public transit highway lanes and

Class 4 bike lanes.

Richard Mehlinger shared support for a public transit lane only on the overcrossing and Alternatives 3 and 4.

Mike Serrone spoke towards bicycle infrastructure, building the Mary Avenue overcrossing to accommodate future uses and voiced support for alternative 3.

Ken Olevson communicated concerns regarding the egress and ingress of the Moffett Park area and shared support for identifying an evacuation plan for the area.

Leia Mehlman spoke towards alternatives that support bicyclists, pedestrians and public transportation.

Sarah G. shared support for Alternative 3.

Kerry Haywood spoke towards planning micro mobility and communicated support for Alternatives 1 and 2.

Public Comment closed at 6:51 p.m.

### **Adjourn Special Meeting**

Mayor Klein adjourned the meeting 6:51 p.m.

### **7 P.M. COUNCIL MEETING**

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Mayor Klein called the meeting to order at 7:00 p.m. via teleconference.

#### **ROLL CALL**

**Present:** 7 - Mayor Larry Klein  
Vice Mayor Glenn Hendricks  
Councilmember Gustav Larsson  
Councilmember Russ Melton  
Councilmember Mason Fong  
Councilmember Alysia Cisneros  
Councilmember Omar Din

Mayor Klein, Vice Mayor Hendricks and all Councilmembers attended via teleconference.

**SPECIAL ORDER OF THE DAY**

**B      [21-0288](#)      African American History Month**

Mayor Klein read a proclamation in honor of African American History Month.

Milan Balinton, Executive Director, San Jose African American Community Services Agency spoke towards the proclamation.

**PRESENTATION**

**C      [21-0094](#)      Midpeninsula Regional Open Space District Update by District Board Members Jed Cyr and Yoriko Kishimoto**

Jed Cyr and Yoriko Kishimoto, District Board Members, Midpeninsula Regional Open Space District provided the presentation.

**ORAL COMMUNICATIONS**

Councilmember Melton announced details of the upcoming EV 201: Finding the Electric Vehicle for Your Lifestyle Workshop and current recruitment for various Boards and Commissions. He also announced COVID-19 testing availability at the Sunnyvale Murphy Park Building along with testing availability via Santa Clara County.

Richard Mehlinger, Livable Sunnyvale shared details of the upcoming Livable Sunnyvale General Membership meeting.

Rose Gregorio spoke towards activating a warming center at the Sunnyvale Library (Library) in response to inclement weather.

Alec Vandenberg voiced support for activating a warming center in the Sunnyvale community.

A member of the public communicated support for opening a warming center at the Library, allowing use of tents on the Library plaza and inquired on the process for activating a warming center.

Helen Gettinger, Stop Death Coalition shared support for opening the Library as a warming center. She inquired on the City's process and requirements for activating a warming center.

Alyssa spoke towards lack of warming centers in North County areas and the restriction of tent use on the Library plaza.

Rity voiced support for activating a warming center at the Library.

Robert Gleichman communicated support for activating the Library as a warming center and allowing use of tents at the Library in response to inclement weather.

### **CONSENT CALENDAR**

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to approve agenda items 1.A through 1.D.

The motion carried with the following vote:

**Yes: 7 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 0**

**1.A**     [21-0177](#)     Approve City Council Meeting Minutes of January 26, 2021

Approve the City Council Meeting Minutes of January 26, 2021 as submitted.

**1.B**     [21-0108](#)     Approve 2021 Board and Commission Work Plans

Approve the 2021 Work Plans as submitted.

**1.C**     [21-0131](#)     Adopt a Resolution Extending the City's Declaration of Local  
Emergency for COVID-19

Adopt a Resolution extending the City Manager/Director of Emergency Services' proclamation of existence of a local emergency (COVID-19).

**1.D**     [21-0290](#)     Adopt Ordinance No. 3172-21 to Amend Chapter 16.52 (Fire

Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to Adopt by Reference the 2019 Intervening California Fire Code

Adopt Ordinance No. 3172-21 to amend Chapter 16.52 (Fire Code) of Title 16 (Buildings and Construction) of the Sunnyvale Municipal Code to adopt by reference the 2019 Intervening California Fire Code.

**PUBLIC HEARINGS/GENERAL BUSINESS**

**2      [21-0017](#)      Discussion and Direction on Ordinance Establishing a Public Process for Redistricting**

Deputy City Manager Jaqui Guzmán provided the staff report and presentation.

Public Hearing opened at 7:48 p.m.

Elaine Manley, Sunnyvale Fair Redistricting shared support for a hybrid redistricting commission and the group's recommendations related to commission structure and redistricting process.

Diane Gleason voiced support for an independent redistricting commission with a hybrid redistricting commission as an alternative. She spoke towards the selection process for establishing the commission.

Frances Stanley-Jones, Sunnyvale Fair Redistricting provided an overview of the group's revised recommendations related to the commissions review process of the district maps.

Cal Cornwell, Sunnyvale Fair Redistricting communicated support for a hybrid redistricting commission and spoke towards the requirements of Assembly Bill 849.

Helen Grieco, Northern California Organizer, California Common Cause shared support for an independent redistricting commission with a hybrid redistricting commission as an alternative.

Mike Serrone voiced support for Sunnyvale Fair Redistricting's recommendations and for a hybrid redistricting commission.

Martin Pyne communicated concerns with developing a process and ordinance that would require revisions in 2030. He shared support for an independent or hybrid

redistricting commission.

Robert Gleichman voiced support for an independent redistricting commission.

Galen Kim Davis shared support for Sunnyvale Fair Redistricting's recommendations.

Richard Mehlinger communicated support for a hybrid redistricting commission. He shared concerns regarding possible disenfranchisement of residents in District 5.

Coleen Hausler voiced support for Sunnyvale Fair Redistricting's proposals.

Linda Davis shared support for establishing an independent redistricting commission for 2030 and urged Council to consider creating an ordinance that addresses the 2020 redistricting. She voiced concerns with creating an ordinance with the intention of addressing future redistricting.

Public Hearing closed at 8:17 p.m.

MOTION: Councilmember Melton moved and Mayor Klein seconded the motion to direct staff to prepare an ordinance with a hybrid redistricting commission (commission).

The motion carried with the following vote:

**Yes:** 5 - Mayor Klein  
Councilmember Larsson  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No:** 2 - Vice Mayor Hendricks  
Councilmember Melton

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to direct staff to include that the commission's duty and deliverable will be to provide to the City Council five viable redistricting map (maps) options.

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment that the commission will provide at a minimum three and no more than five viable redistricting map options. Councilmember Melton accepted the friendly amendment.

The motion carried with the following vote:

**Yes:** 6 - Mayor Klein  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No:** 1 - Vice Mayor Hendricks

MOTION: Councilmember Din moved and Councilmember Melton seconded the motion to direct staff to incorporate a parameter in the ordinance that the commission present draft copies of the map options to Council for feedback. Following incorporation of feedback, the commission will present map options to Council from which Council must select a final map or may veto all maps by a super majority vote and the commission may return with redrawn maps.

FRIENDLY AMENDMENT: Councilmember Melton offered a friendly amendment to include a mid-way joint meeting of the City Council and the commission. Councilmember Din accepted the friendly amendment.

The motion carried with the following vote:

**Yes:** 6 - Mayor Klein  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No:** 1 - Vice Mayor Hendricks

MOTION: Councilmember Fong moved and Councilmember Melton seconded the motion to direct staff to include in the ordinance that the commission contain one member from each of the six council districts and one at-large member for a seven-member commission with three alternates and with no district residency preference for the alternates. In addition, allow for a vacant district to be filled by an at-large member but no more than two members from the same district may be on the commission.

FRIENDLY AMENDMENT: Councilmember Din offered a friendly amendment to



require at least one member and no more than two members from each council district on the commission. Councilmember Fong accepted the friendly amendment.

The motion failed with the following vote:

**Yes: 3 -** Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 4 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to direct staff to include in the ordinance to require a seven-member commission with three alternates and that no district can have more than two representatives in the combined total of ten-members (seven-members and three alternates) with an attempt of having each district represented.

The motion carried with the following vote:

**Yes: 7 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 0**

MOTION: Councilmember Fong moved and Councilmember Cisneros seconded the motion to direct staff to include an application process in the ordinance where applicants to the commission be reviewed and interviewed by Council in a public meeting setting (utilizing the board and commission recruitment process).

The motion carried with the following vote:

**Yes: 7 -** Mayor Klein  
Vice Mayor Hendricks  
Councilmember Larsson  
Councilmember Melton  
Councilmember Fong  
Councilmember Cisneros  
Councilmember Din

**No: 0**

**COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS**

Councilmember Larsson provided an update on the Hetch Hetchy water supply.

Councilmember Din shared his attendance at a Santa Clara Valley Water Commission meeting including selection of chair, approval of the 2021 work plan and review of the water fees.

**NON-AGENDA ITEMS & COMMENTS**

**-Council**

Councilmember Melton shared that the airplane noise website is live and requested staff share a training video/tutorial or instructional guides for how to report airplane noise.

Councilmember Din spoke towards Fair Oaks Park and activating a City facility as a warming center.

MOTION: Councilmember Din moved to agendize for the next Council meeting a Report to Council regarding the unhoused population at Fair Oaks Park and within the Sunnyvale community.

City Manager Kent Steffens announced that staff has received a written proposal from a local non-profit organization to provide case management services and hotel accommodations to the unhoused population at Fair Oaks Park. Should Council agendize this discussion topic, development of the agreement between the City and the non-profit may be delayed.

Councilmember Din withdrew his motion.

**-City Manager**

City Manager Kent Steffens provided an overview of Santa Clara County's Emergency Operation Center criteria for activating a cooling or warming center. He also provided an overview of the differences between a warming center and a warming shelter and the services provided at each.

**INFORMATION ONLY REPORTS/ITEMS**

- [21-0196](#) Tentative Council Meeting Agenda Calendar
- [21-0197](#) Information/Action Items
- [21-0022](#) Boards and Commissions Semi-Annual Attendance Report, July to December 2020 (Information Only)

**ADJOURNMENT**

Mayor Klein adjourned the meeting at 10:55 p.m.



# City of Sunnyvale

## Agenda Item

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**21-0173**

**Agenda Date: 2/23/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Approve the List(s) of Claims and Bills Approved for Payment by the City Manager

#### **BACKGROUND**

Pursuant to Sunnyvale Charter Section 802(6), the City Manager has approved for payment claims and bills on the following list(s); and checks have been issued.

<u>List No.</u>	<u>Date</u>	<u>Total Disbursements</u>
060	01-10-2021 through 01-16-2021	\$9,755,791.33
061	01-31-2021 through 02-06-2021	\$3,180,549.34

Payments made by the City are controlled in a variety of ways. In general, payments are reviewed by the appropriate City staff for compliance with the goods or services provided. Any discrepancies are resolved and re-submitted for payment. Different levels of dollar amounts for payments require varying levels of approval within the organization. Ultimately payments are reviewed and processed by the Finance Department. Budgetary control is set by Council through the budget adoption resolution.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

#### **RECOMMENDATION**

Approve the list(s) of claims and bills.

Prepared by: Tim Kirby, Director of Finance

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

#### **ATTACHMENTS**

1. List(s) of Claims and Bills Approved for Payment

1/19/2021

City of Sunnyvale  
**List of All Claims and Bills Approved for Payment**  
For Payments Dated 1/10/2021 through 1/16/2021  
Sorted by Payment Number

**LIST # 060**

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount Taken	Amount Paid	Payment Total
xxx0581	1/12/21	ABEL A VARGAS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	170.74	0.00	170.74	<b>\$170.74</b>
xxx0582	1/12/21	AIMEE FOSBENNER	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	202.70	0.00	202.70	<b>\$202.70</b>
xxx0583	1/12/21	ALI FATAPOUR	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,648.34	0.00	1,648.34	<b>\$1,648.34</b>
xxx0584	1/12/21	ANNABEL YURUTUCU	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	708.56	0.00	708.56	<b>\$708.56</b>
xxx0585	1/12/21	BRICE MCQUEEN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,648.34	0.00	1,648.34	<b>\$1,648.34</b>
xxx0586	1/12/21	BYRON K PIPKIN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	945.62	0.00	945.62	<b>\$945.62</b>
xxx0587	1/12/21	CARL RUSHMEYER	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,148.08	0.00	1,148.08	<b>\$1,148.08</b>
xxx0588	1/12/21	CATHY HAYNES	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	904.30	0.00	904.30	<b>\$904.30</b>
xxx0589	1/12/21	CHRIS CARRION	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,048.78	0.00	1,048.78	<b>\$1,048.78</b>
xxx0590	1/12/21	CHRISTINE MENDOZA	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	708.56	0.00	708.56	<b>\$708.56</b>
xxx0591	1/12/21	CORYN CAMPBELL	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	421.95	0.00	421.95	<b>\$421.95</b>
xxx0592	1/12/21	CYNTHIA HOWELLS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	142.76	0.00	142.76	<b>\$142.76</b>
xxx0593	1/12/21	DAN HAMMONS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,372.78	0.00	1,372.78	<b>\$1,372.78</b>
xxx0594	1/12/21	DAVID KAHN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,009.06	0.00	1,009.06	<b>\$1,009.06</b>
xxx0595	1/12/21	DAVID L VERBRUGGE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,074.83	0.00	2,074.83	<b>\$2,074.83</b>
xxx0596	1/12/21	DAYTON W K PANG	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,433.06	0.00	2,433.06	<b>\$2,433.06</b>
xxx0597	1/12/21	DEAN CHU	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,145.09	0.00	1,145.09	<b>\$1,145.09</b>
xxx0598	1/12/21	DON JOHNSON	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	552.96	0.00	552.96	<b>\$552.96</b>
xxx0599	1/12/21	DOUGLAS MORETTO						<b>\$1,148.08</b>

1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**

**For Payments Dated 1/10/2021 through 1/16/2021**

**Sorted by Payment Number**

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount</b>	<b>Taken Amount Paid</b>	<b>Payment Total</b>
			FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,148.08	0.00	1,148.08	
xxx0600	1/12/21	ENCARNACION HERNANDEZ	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	142.76	0.00	142.76	<b>\$142.76</b>
xxx0601	1/12/21	ESTRELLA KAWCZYNSKI	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	181.48	0.00	181.48	<b>\$181.48</b>
xxx0602	1/12/21	EUGENE J WADDELL	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	529.55	0.00	529.55	<b>\$529.55</b>
xxx0603	1/12/21	GAIL SWEGLES	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	101.14	0.00	101.14	<b>\$101.14</b>
xxx0604	1/12/21	GARY LUEBBERS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	141.40	0.00	141.40	<b>\$141.40</b>
xxx0605	1/12/21	GREGORY E KEVIN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	757.62	0.00	757.62	<b>\$757.62</b>
xxx0606	1/12/21	JAMES BOUZIANE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,048.78	0.00	1,048.78	<b>\$1,048.78</b>
xxx0607	1/12/21	JANICE BROUSSARD	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	659.90	0.00	659.90	<b>\$659.90</b>
xxx0608	1/12/21	JEFFREY PLECQUE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,231.62	0.00	1,231.62	<b>\$1,231.62</b>
xxx0609	1/12/21	JEROME P AMMERMAN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	659.90	0.00	659.90	<b>\$659.90</b>
xxx0610	1/12/21	JOHN S WITTHAUS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,648.34	0.00	1,648.34	<b>\$1,648.34</b>
xxx0611	1/12/21	KAREN WOBLESKY	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,622.00	0.00	1,622.00	<b>\$1,622.00</b>
xxx0612	1/12/21	KATHLEEN FRANCO SIMMONS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	414.72	0.00	414.72	<b>\$414.72</b>
xxx0613	1/12/21	KELLY FITZGERALD	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	531.62	0.00	531.62	<b>\$531.62</b>
xxx0614	1/12/21	KELLY MENEHAN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	327.31	0.00	327.31	<b>\$327.31</b>
xxx0615	1/12/21	KLAUS DAEHNE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	629.27	0.00	629.27	<b>\$629.27</b>
xxx0616	1/12/21	MARK G PETERSEN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,398.81	0.00	2,398.81	<b>\$2,398.81</b>
xxx0617	1/12/21	MARK STIVERS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	54.62	0.00	54.62	<b>\$54.62</b>
xxx0618	1/12/21	MIKE ECCLES	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	169.76	0.00	169.76	<b>\$169.76</b>

1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
xxx0619	1/12/21	PETE GONDA	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,074.83	0.00	2,074.83	<b>\$2,074.83</b>
xxx0620	1/12/21	ROBERT WALKER	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,485.37	0.00	1,485.37	<b>\$1,485.37</b>
xxx0621	1/12/21	RONALD DALBA	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	882.62	0.00	882.62	<b>\$882.62</b>
xxx0622	1/12/21	SCOTT MORTON	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	659.90	0.00	659.90	<b>\$659.90</b>
xxx0623	1/12/21	SILVIA MARTINS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	421.95	0.00	421.95	<b>\$421.95</b>
xxx0624	1/12/21	SIMON C LEMUS	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,622.00	0.00	1,622.00	<b>\$1,622.00</b>
xxx0625	1/12/21	STEPHEN QUICK	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,465.80	0.00	1,465.80	<b>\$1,465.80</b>
xxx0626	1/12/21	STEVEN D PIGOTT	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	571.93	0.00	571.93	<b>\$571.93</b>
xxx0627	1/12/21	TAMMY PARKHURST	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	421.95	0.00	421.95	<b>\$421.95</b>
xxx0628	1/12/21	THERESE BALBO	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,198.96	0.00	1,198.96	<b>\$1,198.96</b>
xxx0629	1/12/21	TIM CARLYLE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	757.62	0.00	757.62	<b>\$757.62</b>
xxx0630	1/12/21	TIM JOHNSON	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	757.62	0.00	757.62	<b>\$757.62</b>
xxx0631	1/12/21	VINCENT CHETCUTI	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,433.06	0.00	2,433.06	<b>\$2,433.06</b>
xxx0632	1/12/21	WILLIAM BIELINSKI	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	421.95	0.00	421.95	<b>\$421.95</b>
xxx330515	1/12/21	ABODE SERVICES	TBRA 2019/20-5	Contracts/Service Agreements	5,127.43	0.00	5,127.43	<b>\$153,812.70</b>
			TBRA 2019/20-5	Outside Group Funding	46,613.00	0.00	46,613.00	
			TBRA 2019/20-6	Contracts/Service Agreements	5,127.43	0.00	5,127.43	
			TBRA 2019/20-6	Outside Group Funding	46,613.00	0.00	46,613.00	
			TBRA 2019/20-7	Contracts/Service Agreements	4,987.84	0.00	4,987.84	
			TBRA 2019/20-7	Outside Group Funding	45,344.00	0.00	45,344.00	
xxx330516	1/12/21	ACCESS SYSTEMS	11297	General Supplies	69.00	0.00	69.00	<b>\$69.00</b>
xxx330517	1/12/21	ACOM SOLUTIONS INC	0321909-IN	Professional Services	1,495.00	0.00	1,495.00	<b>\$1,495.00</b>
xxx330518	1/12/21	AIRGAS USA LLC	9106399358	Supplies, First Aid	425.14	0.00	425.14	<b>\$612.25</b>
			9975882288	Supplies, First Aid	187.11	0.00	187.11	
xxx330519	1/12/21	ALLIED UNIVERSAL SECURITY SERVICES	10846353	Contracts/Service Agreements	2,330.02	0.00	2,330.02	<b>\$2,330.02</b>

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
xxx330520	1/12/21	AMAZON CAPITAL SERVICES INC	149R-7346-J79M	General Supplies	261.36	0.00	261.36	\$726.63
			1V1J-XCP7-CHP	Supplies, Office R	283.39	0.00	283.39	
			1XD9-MJFR-1C4	Supplies, Office T	181.88	0.00	181.88	
xxx330521	1/12/21	ASSETWORKS	604-5241	Computer Software	4,000.00	0.00	4,000.00	\$4,000.00
xxx330522	1/12/21	BSK ASSOCIATES	AD24892	Water Lab Services	1,440.00	0.00	1,440.00	\$1,440.00
xxx330523	1/12/21	BANNER BANK	WSHNGTNPOO	Construction Project Contract Retainage L#10	43,467.84	0.00	43,467.84	\$67,566.69
			WSHNGTNPOO	Construction Project Contract Retainage L#11	24,098.85	0.00	24,098.85	
xxx330524	1/12/21	BIGGS CARDOSA ASSOC INC	79854	Consultants	2,840.29	0.00	2,840.29	\$42,950.49
			79854 (2)	Consultants	9,888.33	0.00	9,888.33	
			79854 (3)	Consultants	30,221.87	0.00	30,221.87	
xxx330525	1/12/21	BUCKLES-SMITH ELECTRIC CO	3218515-00	Electrical Parts & Supplies	111.46	0.00	111.46	\$111.46
xxx330526	1/12/21	C OVERAA & CO	PRMRYTRTMT2	Construction Services #40	1,255,326.37	0.00	1,255,326.37	\$1,255,326.37
xxx330527	1/12/21	CDM SMITH	90114520	Consultants	513,874.63	0.00	513,874.63	\$513,874.63
xxx330528	1/12/21	CPM ASSOCIATES	JSAS-03	Consultants	5,750.00	0.00	5,750.00	\$18,030.00
			JSAS-04	Consultants	3,300.00	0.00	3,300.00	
			JSAS-05	Consultants	2,640.00	0.00	2,640.00	
			JSAS-06	Consultants	2,640.00	0.00	2,640.00	
			JSAS-07	Consultants	3,700.00	0.00	3,700.00	
xxx330530	1/12/21	CPS HR CONSULTING	SOP51292	Personnel Testing Services	990.00	0.00	990.00	\$2,258.85
			SOP52145	Personnel Testing Services	1,268.85	0.00	1,268.85	
xxx330531	1/12/21	CSG CONSULTANTS INC	31524	Engineering Services	1,015.00	0.00	1,015.00	\$34,710.00
			32370	Engineering Services	1,540.00	0.00	1,540.00	
			32676	Engineering Services	4,015.00	0.00	4,015.00	
			33198	Engineering Services	9,330.00	0.00	9,330.00	
			33834	Engineering Services	18,810.00	0.00	18,810.00	
xxx330532	1/12/21	CALIFA GROUP	4192	General Supplies	3,765.00	0.00	3,765.00	\$3,765.00
xxx330533	1/12/21	CALIFORNIA CIVIL RIGHTS LAW GROUP	SETTLEMENT	Liability Claims Paid	15,000.00	0.00	15,000.00	\$15,000.00
xxx330534	1/12/21	CALTEST ANALYTICAL LABORATORY	617086	Water Lab Services	1,773.00	0.00	1,773.00	\$1,773.00
xxx330535	1/12/21	CAROLLO ENGINEERS	192840	Consultants	341,857.45	0.00	341,857.45	\$596,061.16
			193691	Consultants	254,203.71	0.00	254,203.71	
xxx330536	1/12/21	CENTRAL MEDICAL LABORATORY INC	18362	Medical Services	1,080.00	0.00	1,080.00	\$1,080.00
xxx330537	1/12/21	CITY & COUNTY OF SAN FRANCISCO	P2E1-011	Contracts/Service Agreements	3,680.12	0.00	3,680.12	\$3,680.12
xxx330538	1/12/21	COLUMBIA ELECTRIC INC						\$33,095.00



1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**

**For Payments Dated 1/10/2021 through 1/16/2021**

**Sorted by Payment Number**

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			HNDY&SNNY17#04	Construction Services	33,095.00	0.00	33,095.00	
xxx330539	1/12/21	CONSOLIDATED PARTS INC	5064994	Electrical Parts & Supplies	872.00	0.00	872.00	<b>\$872.00</b>
xxx330540	1/12/21	CONTRACTOR COMPLIANCE & MONITORING INC	13642	Consultants	4,995.00	0.00	4,995.00	<b>\$4,995.00</b>
xxx330541	1/12/21	CUBE SOLUTIONS	26084	Furniture	367.65	0.00	367.65	<b>\$367.65</b>
xxx330542	1/12/21	CUNNINGHAM ELECTRIC INC	9740	Facilities Maint & Repair - Labor	500.00	0.00	500.00	<b>\$655.00</b>
			9740	Facilities Maint & Repair - Materials	155.00	0.00	155.00	
xxx330543	1/12/21	DEBRA CHROMCZAK	80	Consultants	546.25	0.00	546.25	<b>\$1,971.25</b>
			81	Consultants	1,425.00	0.00	1,425.00	
xxx330544	1/12/21	EOA INC	SU58-1120	Consultants	16,044.81	0.00	16,044.81	<b>\$16,044.81</b>
xxx330545	1/12/21	ETHOSOFT INC	1702	Software Licensing & Support	9,970.40	0.00	9,970.40	<b>\$9,970.40</b>
xxx330546	1/12/21	EXPRESS FENCE LLC	20193	Services Maintain Land Improv	1,179.00	0.00	1,179.00	<b>\$1,179.00</b>
xxx330547	1/12/21	FEDEX	7-159-46917	Mailing & Delivery Services	6.24	0.00	6.24	<b>\$6.24</b>
xxx330548	1/12/21	FLEETPRIDE INC	64988526	Parts, Vehicles & Motor Equip	178.20	0.00	178.20	<b>\$178.20</b>
xxx330549	1/12/21	FOOTHILL-DE ANZA FOUNDATION	FY21-04A	Professional Services	3,000.00	0.00	3,000.00	<b>\$3,000.00</b>
xxx330550	1/12/21	GCS ENVIRONMENTAL EQUIPMENT SERVICES INC	22436	Parts, Vehicles & Motor Equip	368.09	0.00	368.09	<b>\$535.17</b>
			22464	Parts, Vehicles & Motor Equip	145.44	0.00	145.44	
			22479	Parts, Vehicles & Motor Equip	21.64	0.00	21.64	
xxx330551	1/12/21	GRM INFORMATION MANAGEMENT SERVICES	0112608	Records Related Services	1,559.38	0.00	1,559.38	<b>\$1,559.38</b>
xxx330552	1/12/21	GARDENLAND POWER EQUIPMENT	820201	General Supplies	369.21	0.00	369.21	<b>\$1,241.36</b>
			820754	Fuel, Oil & Lubricants	124.44	0.00	124.44	
			820754	General Supplies	510.76	0.00	510.76	
			820754	Hand Tools	236.95	0.00	236.95	
xxx330553	1/12/21	GARTON TRACTOR INC	CF20094	Parts, Vehicles & Motor Equip	361.39	0.00	361.39	<b>\$523.80</b>
			CF20433	Parts, Vehicles & Motor Equip	162.41	0.00	162.41	
xxx330554	1/12/21	GIULIANI & KULL SAN JOSE INC	16429	Consultants	210.00	0.00	210.00	<b>\$1,610.00</b>
			16430	Consultants	1,260.00	0.00	1,260.00	
			16431	Consultants	140.00	0.00	140.00	
xxx330555	1/12/21	HACH CO INC	12257446	Chemicals	110.41	0.00	110.41	<b>\$110.41</b>
xxx330556	1/12/21	HAUTE CUISINE INC	258-2020	Food Products	524.00	0.00	524.00	<b>\$1,992.00</b>
			259-2020	Food Products	448.00	0.00	448.00	
			260-2020	Food Products	1,020.00	0.00	1,020.00	
xxx330557	1/12/21	HETNET WIRELESS LLC	3095	Contracts/Service Agreements	1,500.00	0.00	1,500.00	<b>\$6,812.50</b>
			3096	Contracts/Service Agreements	1,250.00	0.00	1,250.00	
			3103	Contracts/Service Agreements	1,500.00	0.00	1,500.00	

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			3105	Contracts/Service Agreements	450.00	0.00	450.00	
			3106	Contracts/Service Agreements	1,012.50	0.00	1,012.50	
			3107	Contracts/Service Agreements	500.00	0.00	500.00	
			3108	Contracts/Service Agreements	300.00	0.00	300.00	
			3109	Contracts/Service Agreements	300.00	0.00	300.00	
xxx330558	1/12/21	HI-TECH OPTICAL INC	849966	Benefits and Incentives - Prescription Safety Glasses	175.00	0.00	175.00	<b>\$1,050.00</b>
			849971	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			849972	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			849998	Benefits and Incentives - Prescription Safety Glasses	175.00	0.00	175.00	
			850691	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			850692	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			850843	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
xxx330559	1/12/21	HUMANE SOCIETY SILICON VALLEY	125495	Contracts/Service Agreements	15,471.36	0.00	15,471.36	<b>\$15,471.36</b>
xxx330560	1/12/21	HUMMINGBIRD IMPACT ADVISORS	DEC 2020	Contracts/Service Agreements	17,478.68	0.00	17,478.68	<b>\$17,478.68</b>
xxx330561	1/12/21	HYBRID COMMERCIAL PRINTING INC	27229	Printing & Related Services	499.22	0.00	499.22	<b>\$1,572.87</b>
			27230	Printing & Related Services	1,073.65	0.00	1,073.65	
xxx330562	1/12/21	IBI GROUP	0010002370	Engineering Services	500.00	0.00	500.00	<b>\$500.00</b>
xxx330563	1/12/21	IDEXX DISTRIBUTION INC	3071435072	Miscellaneous Equipment	4,618.15	0.00	4,618.15	<b>\$5,368.15</b>
			3071510448	Miscellaneous Equipment	750.00	0.00	750.00	
xxx330564	1/12/21	ICE MACHINE RENTALS	59095	Miscellaneous Services	150.08	0.00	150.08	<b>\$450.24</b>
			62760	Miscellaneous Services	150.08	0.00	150.08	
			63310	Miscellaneous Services	150.08	0.00	150.08	
xxx330565	1/12/21	ICONIX WATERWORKS	U2016038392	Materials - Land Improve	161.12	0.00	161.12	<b>\$460.76</b>
			U2016041125	Materials - Land Improve	185.18	0.00	185.18	
			U2016052231	Materials - Land Improve	90.43	0.00	90.43	
			U2016060936	Materials - Land Improve	24.03	0.00	24.03	
xxx330566	1/12/21	IMPERIAL MAINTENANCE SERVICES INC	31	Professional Services	61,947.00	0.00	61,947.00	<b>\$61,947.00</b>
xxx330567	1/12/21	IMPERIAL SPRINKLER SUPPLY	4349233-0	Materials - Land Improve	16.09	0.00	16.09	<b>\$2,006.56</b>
			4366450-00	Materials - Land Improve	32.33	0.00	32.33	
			4401456-00	Materials - Land Improve	41.40	0.00	41.40	
			4409344-00	Materials - Land Improve	484.38	0.00	484.38	

1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			4412214-00	Materials - Land Improve	144.03	0.00	144.03	
			4427177-00	Materials - Land Improve	116.26	0.00	116.26	
			4471530-00	Materials - Land Improve	234.62	0.00	234.62	
			4474653-00	Materials - Land Improve	565.39	0.00	565.39	
			CM4334594-00	Hand Tools	372.06	0.00	372.06	
xxx330568	1/12/21	INNOVYZE INC	Q-69813	Software Licensing & Support	5,358.00	0.00	5,358.00	<b>\$5,358.00</b>
xxx330569	1/12/21	IRVINE & JACHENS INC	3358-2020	Clothing, Uniforms & Access	3,278.72	0.00	3,278.72	<b>\$3,278.72</b>
xxx330570	1/12/21	JACOBS PROJECT MANAGEMENT CO.	R5W72001-009	Construction Services	67,641.64	0.00	67,641.64	<b>\$67,641.64</b>
xxx330571	1/12/21	JOBTRAIN	PTE003	Contracts/Service Agreements	1,298.00	0.00	1,298.00	<b>\$1,298.00</b>
xxx330572	1/12/21	JOHNSON ROBERTS & ASSOC INC	143219	Investigation Expense	87.50	0.00	87.50	<b>\$105.00</b>
			143580	General Supplies	17.50	0.00	17.50	
xxx330573	1/12/21	JOSEPH J ALBANESE INC	FOAOHBRIDGE #05	Construction Project Contract Retainage	10,000.00	0.00	10,000.00	<b>\$432,532.95</b>
			FOAOHBRIDGE #05	Construction Services	422,532.95	0.00	422,532.95	
xxx330574	1/12/21	KMVT COMMUNITY TELEVISION	7594	Engineering Services	5,833.34	0.00	5,833.34	<b>\$5,833.34</b>
xxx330575	1/12/21	KAISER FOUNDATION HEALTH PLAN INC	2763	City Wellness Program	2,144.10	0.00	2,144.10	<b>\$2,144.10</b>
xxx330576	1/12/21	KAREN L PIKE	KLP900-002	Medical Services	4,250.00	0.00	4,250.00	<b>\$4,250.00</b>
xxx330577	1/12/21	KIM LUNDGREN ASSOCIATES INC	1250	Professional Services	19,000.00	0.00	19,000.00	<b>\$19,000.00</b>
xxx330578	1/12/21	KIRBY CANYON RECYCLING & DISPOSAL FAC	DEC 2020	Landfill Fees to be Allocated	778,907.80	0.00	778,907.80	<b>\$778,907.80</b>
xxx330579	1/12/21	L N CURTIS & SONS INC	INV350028	Ballistic Equipment - Body Armor/Vests	376.05	0.00	376.05	<b>\$15,375.98</b>
			INV35028	Ballistic Equipment - Body Armor/Vests	0.00	0.00	0.00	
			INV352195	Clothing, Uniforms & Access	720.19	0.00	720.19	
			INV352195	Supplies, Fire Protection	913.72	0.00	913.72	
			INV353059	Clothing, Uniforms & Access	351.68	0.00	351.68	
			INV353059	Supplies, Fire Protection	446.20	0.00	446.20	
			INV353867	Clothing, Uniforms & Access	215.96	0.00	215.96	
			INV353867	Supplies, Fire Protection	273.99	0.00	273.99	
			INV358581	Clothing, Uniforms & Access	466.52	0.00	466.52	
			INV358677	Miscellaneous Services	588.60	0.00	588.60	
			INV358776	Miscellaneous Services	220.00	0.00	220.00	
			INV364954	Clothing, Uniforms & Access	228.90	0.00	228.90	
			INV365714	Miscellaneous Equipment	104.42	0.00	104.42	
			INV366840	Misc Equip Maint & Repair	543.88	0.00	543.88	
			INV374863	Miscellaneous Equipment	644.84	0.00	644.84	
			INV388843	Clothing, Uniforms & Access	795.70	0.00	795.70	

1/19/2021

City of Sunnyvale

Attachment 1  
Page 8 of 28

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 1/10/2021 through 1/16/2021

**LIST # 060**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken	Amount Paid	Payment Total
			INV389368	Clothing, Uniforms & Access	212.55		0.00	212.55	
			INV392055	Miscellaneous Equipment	824.04		0.00	824.04	
			INV392337	Clothing, Uniforms & Access	425.10		0.00	425.10	
			INV409428	Misc Equip Maint & Repair	7,023.64		0.00	7,023.64	
xxx330581	1/12/21	LED TRAIL	23961	Bldg Maint Matls & Supplies	396.55		0.00	396.55	<b>\$396.55</b>
xxx330582	1/12/21	LAWSON PRODUCTS INC	9308107550	Miscellaneous Equipment Parts & Supplies	743.21		0.00	743.21	<b>\$743.21</b>
xxx330583	1/12/21	LEVEL 3 COMMUNICATIONS LLC	190195806	Telecommunication Services	4,923.52		0.00	4,923.52	<b>\$12,080.02</b>
			190226960	Telecommunication Services	7,156.50		0.00	7,156.50	
xxx330584	1/12/21	LOTUS WATER	3959	Consultants	2,450.50		0.00	2,450.50	<b>\$2,450.50</b>
xxx330585	1/12/21	LYNX TECHNOLOGIES, INC.	9112	Professional Services	1,200.00		0.00	1,200.00	<b>\$3,750.00</b>
			9136	Professional Services	600.00		0.00	600.00	
			9183	Professional Services	1,275.00		0.00	1,275.00	
			9206	Professional Services	375.00		0.00	375.00	
			9234	Professional Services	300.00		0.00	300.00	
xxx330586	1/12/21	MM COMMUNICATIONS	INV-0928	Electrical Parts & Supplies	450.00		0.00	450.00	<b>\$4,442.50</b>
			INV-0929	Electrical Parts & Supplies	400.00		0.00	400.00	
			INV-0939	Electrical Parts & Supplies	3,592.50		0.00	3,592.50	
xxx330587	1/12/21	MAKAI SOLUTIONS	1727	Auto Maint & Repair - Labor	5,219.00		0.00	5,219.00	<b>\$5,219.00</b>
xxx330588	1/12/21	MANAGEMENT PARTNERS INC	INV09012	Consultants	4,462.50		0.00	4,462.50	<b>\$10,200.00</b>
			INV09076	Consultants	5,737.50		0.00	5,737.50	
xxx330589	1/12/21	MAZE & ASSOC	37428	Professional Services	1,995.00		0.00	1,995.00	<b>\$1,995.00</b>
xxx330590	1/12/21	MCMaster CARR SUPPLY CO	50420390	Miscellaneous Equipment Parts & Supplies	247.83		0.00	247.83	<b>\$1,625.32</b>
			50477085	Miscellaneous Equipment Parts & Supplies	536.66		0.00	536.66	
			50480569	Miscellaneous Equipment Parts & Supplies	295.22		0.00	295.22	
			50550584	Electrical Parts & Supplies	51.46		0.00	51.46	
			50672214	Electrical Parts & Supplies	56.17		0.00	56.17	
			50673853	Electrical Parts & Supplies	22.96		0.00	22.96	
			50674738	Electrical Parts & Supplies	277.37		0.00	277.37	
			50907788	Electrical Parts & Supplies	137.65		0.00	137.65	
xxx330591	1/12/21	MEDIWASTE DISPOSAL LLC	0000111703	HazMat Disposal	50.00		0.00	50.00	<b>\$50.00</b>
xxx330592	1/12/21	MOTOROLA	16132012	Communication Equipment	2,507.15		0.00	2,507.15	<b>\$2,507.15</b>
xxx330593	1/12/21	MOTOROLA SOLUTIONS INC	8230305453	Comm Equip Maintain & Repair - Labor 1	25,282.80		0.00	25,282.80	<b>\$25,282.80</b>
xxx330594	1/12/21	NI GOVERNMENT SERVICES INC	20112908851	Miscellaneous Services	78.77		0.00	78.77	<b>\$78.77</b>
xxx330595	1/12/21	NATIONAL AUTO FLEET GROUP	FT20114	Vehicles & Motorized Equip	27,240.66		0.00	27,240.66	<b>\$272,406.60</b>
			FT20116	Vehicles & Motorized Equip	27,240.66		0.00	27,240.66	
			FT20129	Vehicles & Motorized Equip	27,240.66		0.00	27,240.66	
			FT20130	Vehicles & Motorized Equip	27,240.66		0.00	27,240.66	

1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			WF230	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
			WF231	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
			WF232	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
			WF233	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
			WF234	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
			WF235	Vehicles & Motorized Equip	27,240.66	0.00	27,240.66	
xxx330597	1/12/21	NATIONAL GOLF FOUNDATION CONSULTING, INC	128687	Consultants	1,946.42	0.00	1,946.42	<b>\$1,946.42</b>
xxx330598	1/12/21	OPTONY INC	204904	Consultants	2,351.25	0.00	2,351.25	<b>\$2,351.25</b>
xxx330599	1/12/21	P&A ADMINSTRATIVE SERVICES INC	2947420	Professional Services	538.80	0.00	538.80	<b>\$538.80</b>
xxx330600	1/12/21	P&R PAPER SUPPLY CO INC	30350282-00	Inventory Purchase	444.72	0.00	444.72	<b>\$444.72</b>
xxx330601	1/12/21	PACIFIC PLUMBING & UNDERGROUND	338617PR	Facilities Maintenance & Repair Labor	2,890.00	0.00	2,890.00	<b>\$9,800.00</b>
			338617PR	Facilities Maint & Repair - Labor	6,910.00	0.00	6,910.00	
xxx330602	1/12/21	PACIFIC WEST SECURITY INC	42812	Facilities Maintenance & Repair Labor	205.00	0.00	205.00	<b>\$205.00</b>
xxx330603	1/12/21	PINE CONE LUMBER CO INC	80445	Parts, Vehicles & Motor Equip	741.51	0.00	741.51	<b>\$788.05</b>
			80471	Parts, Vehicles & Motor Equip	46.54	0.00	46.54	
xxx330604	1/12/21	POWER PLAN - OIB	12412776	Parts, Vehicles & Motor Equip	106.34	0.00	106.34	<b>\$106.34</b>
xxx330605	1/12/21	PREFERRED BENEFIT INSURANCE ADMIN	EIA35776	Insurances - Dental	58,232.30	0.00	58,232.30	<b>\$69,879.90</b>
		INC	EIA35776	Insurances - Vision	11,647.60	0.00	11,647.60	
xxx330606	1/12/21	PRIORITY 1 PUBLIC SAFETY EQUIPMENT	8097	Parts, Vehicles & Motor Equip	5,943.79	0.00	5,943.79	<b>\$5,943.79</b>
xxx330607	1/12/21	PROXY NETWORKS INC	IN2101017	Software Licensing & Support	3,579.30	0.00	3,579.30	<b>\$3,579.30</b>
xxx330608	1/12/21	REACH STRATEGIES	2020-148	Professional Services	14,000.00	0.00	14,000.00	<b>\$14,000.00</b>
xxx330609	1/12/21	REDGWICK CONSTRUCTION CO	MAUDESTSCPE	Construction Services	4,519.15	0.00	4,519.15	<b>\$4,519.15</b>
			#10					
xxx330610	1/12/21	REED & GRAHAM INC	991543	Materials - Land Improve	478.44	0.00	478.44	<b>\$1,467.70</b>
			991655	Materials - Land Improve	989.26	0.00	989.26	
xxx330611	1/12/21	REEDS INDOOR RANGE	659654	Real Property Rental/Lease	56.00	0.00	56.00	<b>\$56.00</b>
xxx330612	1/12/21	ROBERT A BOTHMAN INC	FAOKPKPLYGD	Construction Services	502,896.02	0.00	502,896.02	<b>\$502,896.02</b>
			#01					
xxx330613	1/12/21	ROGER D HIGDON	2020-J	Consultants	848.20	0.00	848.20	<b>\$848.20</b>
xxx330614	1/12/21	RORY O'CONNOR	SETTLEMENT	Liability Claims Paid	50,000.00	0.00	50,000.00	<b>\$50,000.00</b>
xxx330615	1/12/21	ROSS FINANCIAL	070120-102920	Financial Services	10,237.50	0.00	10,237.50	<b>\$10,237.50</b>
xxx330616	1/12/21	SHI INTERNATIONAL CORP	B12336924	Computer Software	3.26	0.00	3.26	<b>\$369,655.62</b>
			B12526283-A	Software As a Service	39.12	0.00	39.12	
			B12526492	Software As a Service	5,124.00	0.00	5,124.00	
			B12526535	Computer Software	364,384.92	0.00	364,384.92	
			B12774075	Computer Software	104.32	0.00	104.32	

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount</b>	<b>Taken Amount Paid</b>	<b>Payment Total</b>
xxx330617	1/12/21	SSA LANDSCAPE ARCHITECTS INC	6976	Engineering Services	3,384.75	0.00	3,384.75	<b>\$3,384.75</b>
xxx330618	1/12/21	SAN JOSE BMW	264026	Parts, Vehicles & Motor Equip	142.16	0.00	142.16	<b>\$142.16</b>
xxx330619	1/12/21	SHEENA REDDY	CK REQ 21-081	DED Services/Training - Books	555.00	0.00	555.00	<b>\$555.00</b>
xxx330620	1/12/21	SIEGFRIED ENGINEERING INC	41059	Engineering Services	885.66	0.00	885.66	<b>\$885.66</b>
xxx330621	1/12/21	SILKE COMMUNICATIONS INC	102004	Comm Equip Maintain & Repair - Labor 1	393.75	0.00	393.75	<b>\$4,302.80</b>
			102135	Comm Equip Maintain & Repair - Labor 1	773.75	0.00	773.75	
			102774	Comm Equip Maintain & Repair - Labor 1	2,575.00	0.00	2,575.00	
			102774	Comm Equip Maintain & Repair - Materials 2	560.30	0.00	560.30	
xxx330622	1/12/21	SMARSH INC	INV00638281	Software As a Service	337.32	0.00	337.32	<b>\$337.32</b>
xxx330623	1/12/21	SMITHGROUP INC	0151180	Consultants	64,846.84	0.00	64,846.84	<b>\$64,846.84</b>
xxx330624	1/12/21	STEVENS CREEK CHEVROLET	116312	Parts, Vehicles & Motor Equip	411.44	0.00	411.44	<b>\$411.44</b>
xxx330625	1/12/21	SUNNYVALE FORD	163856 CREDIT	Parts, Vehicles & Motor Equip	-410.43	0.00	-410.43	<b>\$3,761.38</b>
			178662	Parts, Vehicles & Motor Equip	626.10	0.00	626.10	
			178819	Parts, Vehicles & Motor Equip	62.61	0.00	62.61	
			178852	Parts, Vehicles & Motor Equip	31.35	0.00	31.35	
			FOCS823280	Parts, Vehicles & Motor Equip	3,451.75	0.00	3,451.75	
xxx330626	1/12/21	SUNNYVALE TOWING INC	320031	Vehicle Towing Services	65.00	0.00	65.00	<b>\$1,045.00</b>
			320033	Vehicle Towing Services	40.00	0.00	40.00	
			322064	Vehicle Towing Services	125.00	0.00	125.00	
			322084	Vehicle Towing Services	600.00	0.00	600.00	
			322304	Vehicle Towing Services	125.00	0.00	125.00	
			322329	Vehicle Towing Services	45.00	0.00	45.00	
			322337	Vehicle Towing Services	45.00	0.00	45.00	
xxx330627	1/12/21	T-MOBILE USA INC	9426284165	Utilities - Mobile Phones - City Mobile Phones	408.00	0.00	408.00	<b>\$408.00</b>
xxx330628	1/12/21	THERMO ELECTRON NORTH AMERICA LLC	9021041694	Computer Software	3,366.54	0.00	3,366.54	<b>\$3,366.54</b>
xxx330629	1/12/21	THOMAS PLUMBING INC	5847	Facilities Maint & Repair - Labor	330.00	0.00	330.00	<b>\$590.00</b>
			5890	Facilities Maint & Repair - Labor	260.00	0.00	260.00	
xxx330630	1/12/21	TURBO MACHINERY REPAIR, A DXP COMPANY	8173	Misc Equip Maint & Repair - Labor	10,920.00	0.00	10,920.00	<b>\$34,449.85</b>
			8173	Misc Equip Maint & Repair - Materials	1,958.85	0.00	1,958.85	
			8317	Equipment Maintenance & Repair Labor	21,571.00	0.00	21,571.00	
xxx330631	1/12/21	TURF STAR INC	7151196-00	Parts, Vehicles & Motor Equip	52.20	0.00	52.20	<b>\$52.20</b>
xxx330632	1/12/21	UNITED LANGUAGE GROUP LLC	141001	Professional Services	650.24	0.00	650.24	<b>\$650.24</b>
xxx330633	1/12/21	UNITY COURIER SERVICE INC	462504	Mailing & Delivery Services	2,750.00	0.00	2,750.00	<b>\$5,775.00</b>
			463484	Mailing & Delivery Services	3,025.00	0.00	3,025.00	
xxx330634	1/12/21	VALLEY OIL CO						<b>\$143.88</b>

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			49389	Parts, Vehicles & Motor Equip	143.88	0.00	143.88	
xxx330635	1/12/21	VAN DERMYDEN MADDUX LAW CORP	16152	Investigation Expense	2,718.75	0.00	2,718.75	<b>\$4,011.25</b>
			16380	Investigation Expense	1,292.50	0.00	1,292.50	
xxx330636	1/12/21	VERIZON WIRELESS	9869531053	Communication Equipment	58.59	0.00	58.59	<b>\$19,000.43</b>
			9869531053	Utilities - Mobile Phones - City Mobile Phones	18,941.84	0.00	18,941.84	
xxx330637	1/12/21	WATER ONE INDUSTRIES INC	139671	Facilities Maintenance & Repair Labor	1,300.00	0.00	1,300.00	<b>\$1,300.00</b>
xxx330638	1/12/21	WEATHERSHIELD ROOF SYSTEMS INC	11836	Facilities Maintenance & Repair Labor	1,957.50	0.00	1,957.50	<b>\$1,957.50</b>
xxx330639	1/12/21	WEST COAST RUBBER & RECYCLING INC	20-2905	Parts, Vehicles & Motor Equip	303.00	0.00	303.00	<b>\$303.00</b>
xxx330640	1/12/21	WINSUPPLY OF SILICON VALLEY	020721 02	Miscellaneous Equipment Parts & Supplies	585.06	0.00	585.06	<b>\$585.06</b>
xxx330641	1/12/21	WOODARD & CURRAN INC	185187	Professional Services	11,487.85	0.00	11,487.85	<b>\$11,487.85</b>
xxx330642	1/12/21	ZAYO GROUP LLC	2021010024865	Hardware Maintenance	32,429.79	0.00	32,429.79	<b>\$32,429.79</b>
xxx330643	1/12/21	ALBERT J SCOTT	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	54.62	0.00	54.62	<b>\$54.62</b>
xxx330644	1/12/21	ANN DURKES	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	40.70	0.00	40.70	<b>\$40.70</b>
xxx330645	1/12/21	ANTHONY PINEDA	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,433.06	0.00	2,433.06	<b>\$2,433.06</b>
xxx330646	1/12/21	CHARLES S EANEFF JR	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	1,622.00	0.00	1,622.00	<b>\$1,622.00</b>
xxx330647	1/12/21	COUNTY OF SANTA CLARA	011321-011521	Training and Conferences	330.00	0.00	330.00	<b>\$330.00</b>
xxx330648	1/12/21	DEAN S RUSSELL	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,074.83	0.00	2,074.83	<b>\$2,074.83</b>
xxx330649	1/12/21	GLENN FORTIN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	471.62	0.00	471.62	<b>\$471.62</b>
xxx330651	1/12/21	LC ACTION POLICE SUPPLY	417063	Clothing, Uniforms & Access	337.74	0.00	337.74	<b>\$12,260.55</b>
			417591	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			417667	Clothing, Uniforms & Access	297.83	0.00	297.83	
			417668	Clothing, Uniforms & Access	43.59	0.00	43.59	
			417669	Clothing, Uniforms & Access	43.59	0.00	43.59	
			417773	Clothing, Uniforms & Access	490.23	0.00	490.23	
			417774	Clothing, Uniforms & Access	490.23	0.00	490.23	
			418061	Clothing, Uniforms & Access	33.60	0.00	33.60	
			418062	Clothing, Uniforms & Access	152.55	0.00	152.55	
			418064	Clothing, Uniforms & Access	185.19	0.00	185.19	
			418065	Clothing, Uniforms & Access	186.28	0.00	186.28	
			418067	Clothing, Uniforms & Access	24.17	0.00	24.17	
			418069	Clothing, Uniforms & Access	55.54	0.00	55.54	

## City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			418470	Clothing, Uniforms & Access	297.46	0.00	297.46	
			418471	Clothing, Uniforms & Access	118.10	0.00	118.10	
			418474	Clothing, Uniforms & Access	187.68	0.00	187.68	
			419040	Clothing, Uniforms & Access	21.39	0.00	21.39	
			419139	Clothing, Uniforms & Access	100.57	0.00	100.57	
			419259	Clothing, Uniforms & Access	107.22	0.00	107.22	
			419261	Clothing, Uniforms & Access	152.55	0.00	152.55	
			419262	Clothing, Uniforms & Access	152.55	0.00	152.55	
			419352	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			419353	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			419354	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			419358	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			419559	Clothing, Uniforms & Access	147.10	0.00	147.10	
			420179	Clothing, Uniforms & Access	55.54	0.00	55.54	
			420180	Clothing, Uniforms & Access	55.54	0.00	55.54	
			420181	Clothing, Uniforms & Access	55.54	0.00	55.54	
			420182	Clothing, Uniforms & Access	55.54	0.00	55.54	
			420183	Clothing, Uniforms & Access	450.01	0.00	450.01	
			420184	Clothing, Uniforms & Access	450.01	0.00	450.01	
			420185	Clothing, Uniforms & Access	450.01	0.00	450.01	
			471586	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			471589	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
			471590	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
xxx330654	1/12/21	LISA G ROSENBLUM	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	22.39	0.00	22.39	<b>\$22.39</b>
xxx330655	1/12/21	LYNNE KILPATRICK	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	40.02	0.00	40.02	<b>\$40.02</b>
xxx330656	1/12/21	MARK ROGGE	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	327.31	0.00	327.31	<b>\$327.31</b>
xxx330657	1/12/21	MICHAEL SPATH	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	2,074.83	0.00	2,074.83	<b>\$2,074.83</b>
xxx330658	1/12/21	NANCY BOLGARD STEWARD	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	708.56	0.00	708.56	<b>\$708.56</b>
xxx330659	1/12/21	PACIFIC GAS & ELECTRIC CO	03142830051220	Utilities - Electric	18,886.46	0.00	18,886.46	<b>\$23,559.28</b>
			03153947311220	Utilities - Electric	858.77	0.00	858.77	
			03955461531220	Utilities - Electric	1,134.23	0.00	1,134.23	
			03958470701220	Utilities - Electric	2,574.45	0.00	2,574.45	
			89872321811220	Utilities - Electric	1.05	0.00	1.05	



1/19/2021

City of Sunnyvale

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			89875363711220	Utilities - Electric	11.25	0.00	11.25	
			91271084621220	Utilities - Electric	22.08	0.00	22.08	
			91290311061220	Utilities - Electric	70.99	0.00	70.99	
xxx330660	1/12/21	ROBERT VAN HEUSEN	FEBRUARY 2021	Insurances - Retiree Medical - Retiree Reimbursement	891.22	0.00	891.22	<b>\$891.22</b>
xxx330662	1/12/21	STATE FIRE TRAINING	CKREQ FY21-115	Training and Conferences	125.00	0.00	125.00	<b>\$125.00</b>
xxx330663	1/12/21	STATE OF CA - DEPT OF FORESTRY & FIRE	FS-FC3B0614	Training and Conferences	228.00	0.00	228.00	<b>\$456.00</b>
			FS-LARRO0949	Training and Conferences	228.00	0.00	228.00	
xxx330664	1/12/21	UNITED STATES POSTAL SERVICE	BOX3714-JAN21	Equipment Rental/Lease	1,390.00	0.00	1,390.00	<b>\$1,390.00</b>
xxx330665	1/12/21	DEAN LOHRENTZ	BL067699-2021	Business License Tax	39.95	0.00	39.95	<b>\$39.95</b>
xxx330666	1/12/21	JOAN LEE	198913-72820	Refund Utility Account Credit	143.04	0.00	143.04	<b>\$143.04</b>
xxx330667	1/12/21	JOSEPH CALA	9766	DPS Alarm Permit Fee	35.00	0.00	35.00	<b>\$35.00</b>
xxx330668	1/12/21	MOSHE MENDELSON	168957-73846	Refund Utility Account Credit	178.34	0.00	178.34	<b>\$178.34</b>
xxx330669	1/12/21	PC INTEGRATION	BL062312-2021	Business License Tax	39.95	0.00	39.95	<b>\$39.95</b>
xxx330670	1/12/21	TESLA INC	IN00009002	Refund Over/Duplicate Payment	203.06	0.00	203.06	<b>\$203.06</b>
xxx330671	1/12/21	TRACY BEAUTY SALON	BL054570-2021	Business License Tax	39.95	0.00	39.95	<b>\$39.95</b>
xxx330672	1/12/21	YIWEN SONG	199777-72810	Refund Utility Account Credit	136.99	0.00	136.99	<b>\$136.99</b>
xxx330681	1/14/21	ACE FIRE EQUIPMENT & SERVICE CO INC	8358432	Facilities Maint & Repair - Labor	4,600.50	0.00	4,600.50	<b>\$5,596.81</b>
			8358432	Facilities Maint & Repair - Materials	996.31	0.00	996.31	
xxx330682	1/14/21	ALLSTAR FIRE EQUIPMENT INC	228554	Clothing, Uniforms & Access	408.75	0.00	408.75	<b>\$624.57</b>
			228555	Supplies, Vehicles/Motor Equip	215.82	0.00	215.82	
xxx330683	1/14/21	ALTA PLANNING + DESIGN INC	00-2018-241-18	Consultants	12,000.00	0.00	12,000.00	<b>\$12,000.00</b>
xxx330684	1/14/21	AMAZON CAPITAL SERVICES INC	1HKD-HJ9X-973	General Supplies	144.27	0.00	144.27	<b>\$382.44</b>
			Y					
			1Q3V-DKRC-6F	General Supplies	175.29	0.00	175.29	
			G7					
			1T9V-JVCK-9KP	General Supplies	62.88	0.00	62.88	
			X					
xxx330685	1/14/21	AMERICAN FIDELITY ADMINISTRATIVE SVCS	48914	Software As a Service	663.30	0.00	663.30	<b>\$663.30</b>
xxx330686	1/14/21	APPLEONE EMPLOYMENT SERVICES	01-5747142	Salaries - Contract Personnel	840.24	0.00	840.24	<b>\$7,483.93</b>
			01-5753173	Salaries - Contract Personnel	1,140.36	0.00	1,140.36	
			01-5760358	Salaries - Contract Personnel	1,172.84	0.00	1,172.84	
			01-5760359	Salaries - Contract Personnel	1,240.98	0.00	1,240.98	
			01-5766381	Salaries - Contract Personnel	1,155.33	0.00	1,155.33	
			01-5766382	Salaries - Contract Personnel	1,240.98	0.00	1,240.98	
			01-5772812	Salaries - Contract Personnel	693.20	0.00	693.20	

1/19/2021

City of Sunnyvale

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xxx330687	1/14/21	BMI IMAGING SYSTEMS	314390	Records Related Services	10,952.46	0.00	10,952.46	<b>\$10,952.46</b>
xxx330688	1/14/21	BACKFLOW PREVENTION SPECIALISTS INC	9899	Water Backflow Valves	281.12	0.00	281.12	<b>\$1,249.61</b>
			9900	Water Backflow Valves	968.49	0.00	968.49	
xxx330689	1/14/21	BADGER METER INC	1407879	Inventory Purchase	783.48	0.00	783.48	<b>\$15,588.69</b>
			1408679	Inventory Purchase	12,756.50	0.00	12,756.50	
			1409275	Inventory Purchase	2,048.71	0.00	2,048.71	
xxx330690	1/14/21	BAKER & TAYLOR	2035430379	Library Acquisitions, Books	25.61	0.00	25.61	<b>\$7,431.82</b>
			2035545002	Library Acquis, Audio/Visual	184.46	0.00	184.46	
			5016501570	Library Acquisitions, Books	52.95	0.00	52.95	
			5016501574	Library Acquisitions, Books	58.40	0.00	58.40	
			5016501576	Library Acquisitions, Books	23.04	0.00	23.04	
			5016501580	Library Acquisitions, Books	65.27	0.00	65.27	
			5016501586	Library Acquisitions, Books	595.08	0.00	595.08	
			5016501682	Library Acquisitions, Books	8.33	0.00	8.33	
			5016501684	Library Acquisitions, Books	9.60	0.00	9.60	
			5016501686	Library Acquisitions, Books	205.15	0.00	205.15	
			5016510948	Library Acquisitions, Books	291.46	0.00	291.46	
			5016510950	Library Acquisitions, Books	60.93	0.00	60.93	
			5016510952	Library Acquisitions, Books	54.01	0.00	54.01	
			5016510954	Library Acquisitions, Books	36.17	0.00	36.17	
			5016510956	Library Acquisitions, Books	16.15	0.00	16.15	
			5016510958	Library Acquisitions, Books	151.01	0.00	151.01	
			5016510960	Library Acquisitions, Books	227.83	0.00	227.83	
			5016511300	Library Acquisitions, Books	22.37	0.00	22.37	
			5016521878	Library Acquisitions, Books	444.21	0.00	444.21	
			5016524622	Library Acquisitions, Books	1,184.54	0.00	1,184.54	
			5016525923	Library Acquisitions, Books	72.29	0.00	72.29	
			5016525925	Library Acquisitions, Books	40.98	0.00	40.98	
			5016525927	Library Acquisitions, Books	40.34	0.00	40.34	
			5016525929	Library Acquisitions, Books	212.52	0.00	212.52	
			5016525931	Library Acquisitions, Books	112.95	0.00	112.95	
			5016529263	Library Acquisitions, Books	14.41	0.00	14.41	
			5016529265	Library Acquisitions, Books	46.77	0.00	46.77	
			5016529293	Library Acquisitions, Books	18.42	0.00	18.42	
			5016529295	Library Acquisitions, Books	59.47	0.00	59.47	
			5016538583	Library Acquisitions, Books	430.52	0.00	430.52	
			5016545437	Library Acquisitions, Books	10.25	0.00	10.25	

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 1/10/2021 through 1/16/2021

**LIST # 060**

Sorted by Payment Number

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			5016545439	Library Acquisitions, Books	15.55	0.00	15.55	
			5016545441	Library Acquisitions, Books	165.23	0.00	165.23	
			5016545443	Library Acquisitions, Books	194.96	0.00	194.96	
			5016555902	Library Acquisitions, Books	552.12	0.00	552.12	
			5016556613	Library Acquisitions, Books	11.53	0.00	11.53	
			5016556615	Library Acquisitions, Books	12.82	0.00	12.82	
			5016571106	Library Acquisitions, Books	250.51	0.00	250.51	
			5016586089	Library Acquisitions, Books	25.57	0.00	25.57	
			5016591712	Library Acquisitions, Books	109.29	0.00	109.29	
			H49975570	Library Acquis, Audio/Visual	19.33	0.00	19.33	
			H51307630	Library Acquis, Audio/Visual	418.08	0.00	418.08	
			H51387030	Library Acquis, Audio/Visual	98.99	0.00	98.99	
			H51393480	Library Acquis, Audio/Visual	276.08	0.00	276.08	
			H51480740	Library Acquis, Audio/Visual	105.95	0.00	105.95	
			H51524080	Library Acquis, Audio/Visual	11.56	0.00	11.56	
			H51662720	Library Acquis, Audio/Visual	81.90	0.00	81.90	
			H51695820	Library Acquis, Audio/Visual	131.46	0.00	131.46	
			H51704360	Library Acquis, Audio/Visual	11.13	0.00	11.13	
			H51791330	Library Acquis, Audio/Visual	15.47	0.00	15.47	
			H51913660	Library Acquis, Audio/Visual	118.34	0.00	118.34	
			H51994040	Library Acquis, Audio/Visual	11.13	0.00	11.13	
			H52064200	Library Acquis, Audio/Visual	19.33	0.00	19.33	
xxx330695	1/14/21	BAY COUNTIES SMART	031497	Recycling Services	38,687.79	0.00	38,687.79	<b>\$81,762.93</b>
			031671	Recycling Services	43,075.14	0.00	43,075.14	
xxx330696	1/14/21	BELKORP AG LLC	687266	Parts, Vehicles & Motor Equip	564.55	0.00	564.55	<b>\$1,232.88</b>
			688042	Parts, Vehicles & Motor Equip	506.23	0.00	506.23	
			689065	Parts, Vehicles & Motor Equip	162.10	0.00	162.10	
xxx330697	1/14/21	BOUND TREE MEDICAL LLC	83834209	Supplies, First Aid	819.26	0.00	819.26	<b>\$7,521.71</b>
			83842521	Supplies, First Aid	4,260.34	0.00	4,260.34	
			83861752	Supplies, First Aid	512.25	0.00	512.25	
			83902433	Inventory Purchase	1,929.86	0.00	1,929.86	
xxx330698	1/14/21	BUCKLES-SMITH ELECTRIC CO	3217651-00	Electrical Parts & Supplies	1,640.77	0.00	1,640.77	<b>\$2,064.67</b>
			3219961-00	Miscellaneous Equipment Parts & Supplies	257.71	0.00	257.71	
			3219961-01	Electrical Parts & Supplies	143.92	0.00	143.92	
			3222467-00	Electrical Parts & Supplies	22.27	0.00	22.27	
xxx330699	1/14/21	CSG CONSULTANTS INC	31365	Engineering Services	25,465.00	0.00	25,465.00	<b>\$25,465.00</b>
xxx330700	1/14/21	CAL-VET SERVICES INC	11535	Construction Services	1,529.00	0.00	1,529.00	<b>\$4,587.00</b>

1/19/2021

City of Sunnyvale

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For Payments Dated 1/10/2021 through 1/16/2021

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			11700	Construction Services	1,529.00	0.00	1,529.00	
			11803	Construction Services	1,529.00	0.00	1,529.00	
xxx330701	1/14/21	CALIFORNIA DEPT OF TAX & FEE ADMIN	150200/46336	Public Arts Acquisitions	1,611.86	0.00	1,611.86	<b>\$1,611.86</b>
xxx330702	1/14/21	CANON SOLUTIONS AMERICA INC	4035031778	Misc Equip Maint & Repair	2,290.87	0.00	2,290.87	<b>\$2,290.87</b>
xxx330703	1/14/21	CARL WARREN & COMPANY	CWC-2005122	Liability Claims Adjustor	8,125.00	0.00	8,125.00	<b>\$8,125.00</b>
xxx330704	1/14/21	CAROLLO ENGINEERS	0193686	Engineering Services	103,321.85	0.00	103,321.85	<b>\$103,321.85</b>
xxx330705	1/14/21	CENTER FOR EMPLOYMENT OPPORTUNITIES	7-DS	Contracts/Service Agreements	3,333.90	0.00	3,333.90	<b>\$6,659.85</b>
			7-SSEL	Contracts/Service Agreements	3,325.95	0.00	3,325.95	
xxx330706	1/14/21	CENTRAL LABOR COUNCIL PARTNERSHIP	142	Contracts/Service Agreements	65,460.06	0.00	65,460.06	<b>\$65,460.06</b>
xxx330707	1/14/21	CITY OF SAN JOSE - WORK2FUTURE	0008	Contracts/Service Agreements	48,309.80	0.00	48,309.80	<b>\$48,309.80</b>
xxx330708	1/14/21	COMMUNITY TECH NETWORK	1527	Professional Services	2,400.00	0.00	2,400.00	<b>\$2,400.00</b>
xxx330709	1/14/21	CONCENTRA	69881851	Pre-Employment Testing	674.50	0.00	674.50	<b>\$674.50</b>
xxx330710	1/14/21	COOKE & ASSOCIATES	192247	Investigation Expense	2,323.90	0.00	2,323.90	<b>\$10,020.90</b>
			192249	Investigation Expense	2,257.00	0.00	2,257.00	
			192251	Investigation Expense	2,240.00	0.00	2,240.00	
			192338	Investigation Expense	315.00	0.00	315.00	
			192340	Investigation Expense	315.00	0.00	315.00	
			192341	Investigation Expense	2,255.00	0.00	2,255.00	
			192342	Investigation Expense	315.00	0.00	315.00	
xxx330711	1/14/21	CORODATA SHREDDING INC	DN1292873	Recycling Services	3,750.00	0.00	3,750.00	<b>\$3,750.00</b>
xxx330712	1/14/21	D & M TRAFFIC SERVICES INC	75752	Inventory Purchase	948.95	0.00	948.95	<b>\$948.95</b>
xxx330713	1/14/21	DATA TICKET INC	19HHANNUAL	Contracts/Service Agreements	1,900.00	0.00	1,900.00	<b>\$9,400.00</b>
			HHANNUAL20	Contracts/Service Agreements	7,500.00	0.00	7,500.00	
xxx330714	1/14/21	DEBRA CHROMCZAK	82	Consultants	546.25	0.00	546.25	<b>\$1,971.25</b>
			83	Consultants	475.00	0.00	475.00	
			84	Consultants	950.00	0.00	950.00	
xxx330715	1/14/21	DELL MARKETING LP	10436815516	Computer Hardware	1,098.72	0.00	1,098.72	<b>\$214,259.01</b>
			10437344150	Computer Hardware	156.96	0.00	156.96	
			10439569744	Computer Hardware	1,111.80	0.00	1,111.80	
			10447531134	Computer Hardware	305.16	0.00	305.16	
			10450168848	Computer Hardware	211,461.69	0.00	211,461.69	
			10451946485	General Supplies	48.39	0.00	48.39	
			1440107008	General Supplies	76.29	0.00	76.29	
xxx330716	1/14/21	DIESEL DIRECT WEST INC	83869238	Inventory Purchase	834.36	0.00	834.36	<b>\$10,422.67</b>
			83869404	Inventory Purchase	9,588.31	0.00	9,588.31	
xxx330717	1/14/21	DU-ALL SAFETY	22174	Occupational Health and Safety Services - Other	3,100.00	0.00	3,100.00	<b>\$3,100.00</b>

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
xxx330718	1/14/21	EOA INC	SU63-1020	Engineering Services	864.19	0.00	864.19	<b>\$864.19</b>
xxx330720	1/14/21	EAST BAY MUNICIPAL UTILITY DISTRICT	TEBM-BDO-0140	Membership Fees	47,639.28	0.00	47,639.28	<b>\$47,639.28</b>
xxx330721	1/14/21	ECONOLITE SYSTEMS INC	32751	Construction Services	13,241.63	0.00	13,241.63	<b>\$181,107.96</b>
			32752	Services Maintain Land Improv	11,713.50	0.00	11,713.50	
			32753	Services Maintain Land Improv	18,344.32	0.00	18,344.32	
			32789	Services Maintain Land Improv	9,242.32	0.00	9,242.32	
			32790	Services Maintain Land Improv	6,403.45	0.00	6,403.45	
			32814	Services Maintain Land Improv	2,071.60	0.00	2,071.60	
			32817	Services Maintain Land Improv	170.23	0.00	170.23	
			32852	Services Maintain Land Improv	3,291.57	0.00	3,291.57	
			32880	Services Maintain Land Improv	3,330.41	0.00	3,330.41	
			32955	Services Maintain Land Improv	1,749.23	0.00	1,749.23	
			32991	Services Maintain Land Improv	5,091.90	0.00	5,091.90	
			32993	Construction Services	10,118.46	0.00	10,118.46	
			32994	Services Maintain Land Improv	7,727.65	0.00	7,727.65	
			32998	Services Maintain Land Improv	1,718.05	0.00	1,718.05	
			32999	Services Maintain Land Improv	7,417.23	0.00	7,417.23	
			33001	Services Maintain Land Improv	1,556.00	0.00	1,556.00	
			33020	Construction Services	15,241.21	0.00	15,241.21	
			33021	Services Maintain Land Improv	19,203.63	0.00	19,203.63	
			33024	Services Maintain Land Improv	10,694.24	0.00	10,694.24	
			33146	Services Maintain Land Improv	32,781.33	0.00	32,781.33	
xxx330723	1/14/21	FAILSAFE TESTING	11188	Safety Equipment Maintenance & Repair	4,328.35	0.00	4,328.35	<b>\$4,328.35</b>
xxx330724	1/14/21	FAST RESPONSE ON-SITE TESTING INC	154177	Contracts/Service Agreements	1,125.00	0.00	1,125.00	<b>\$2,160.00</b>
			154190	Contracts/Service Agreements	1,035.00	0.00	1,035.00	
xxx330725	1/14/21	FERGUSON ENTERPRISES, LLC	1570338	Water Meter Boxes, Vaults, and Lids	17,053.22	0.00	17,053.22	<b>\$17,053.22</b>
xxx330726	1/14/21	FERGUSON WATERWORKS	1592028	Construction Services	3,832.03	0.00	3,832.03	<b>\$4,166.01</b>
			1599143	Inventory Purchase	333.98	0.00	333.98	
xxx330727	1/14/21	FIRE & RISK ALLIANCE LLC	132-001-54	Contracts/Service Agreements	35,436.50	0.00	35,436.50	<b>\$70,858.00</b>
			132-001-55	Contracts/Service Agreements	35,421.50	0.00	35,421.50	
xxx330728	1/14/21	FISHER SCIENTIFIC CO LLC	2832492	Chemicals	977.51	0.00	977.51	<b>\$1,023.75</b>
			6444704	General Supplies	46.24	0.00	46.24	
xxx330729	1/14/21	FLEETPRIDE INC	64508898	Parts, Vehicles & Motor Equip	133.65	0.00	133.65	<b>\$384.39</b>
			64546072	Parts, Vehicles & Motor Equip	163.78	0.00	163.78	
			64598251	Parts, Vehicles & Motor Equip	86.96	0.00	86.96	

1/19/2021

City of Sunnyvale

**LIST # 060**

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 1/10/2021 through 1/16/2021**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
xxx330730	1/14/21	FOUNDATION FOR CALIFORNIA COMMUNITY	NOVA-2112	DED Services/Training - Training	2,181.37	0.00	2,181.37	<b>\$2,908.58</b>
			NOVA-2112	Contracts/Service Agreements	727.21	0.00	727.21	
xxx330731	1/14/21	FRANCESCA FONTANA	2882665	DED Services/Training - Books	49.50	0.00	49.50	<b>\$49.50</b>
xxx330732	1/14/21	G2 SOLUTIONS INC	DOJINV-0006304	Pre-Employment Testing	9.75	0.00	9.75	<b>\$9.75</b>
xxx330733	1/14/21	GARDA	10592868	Financial Services	1,372.32	0.00	1,372.32	<b>\$4,116.96</b>
			10599024	Financial Services	1,372.32	0.00	1,372.32	
			10605141	Financial Services	1,372.32	0.00	1,372.32	
xxx330734	1/14/21	GARDENLAND POWER EQUIPMENT	822052	Miscellaneous Equipment Parts & Supplies	176.88	0.00	176.88	<b>\$134.33</b>
			CM820757	Fuel, Oil & Lubricants	-42.55	0.00	-42.55	
xxx330735	1/14/21	GLOBAL ACCESS INC	17816	Software As a Service	236.00	0.00	236.00	<b>\$236.00</b>
xxx330736	1/14/21	GOLDEN GATE TRUCK CENTER	F005962000:01	Parts, Vehicles & Motor Equip	61.85	0.00	61.85	<b>\$5,001.57</b>
			F005963046:01	Parts, Vehicles & Motor Equip	-61.85	0.00	-61.85	
			FA005000811:01	Parts, Vehicles & Motor Equip	-124.98	0.00	-124.98	
			FA005015810:01	Parts, Vehicles & Motor Equip	-1,198.57	0.00	-1,198.57	
			FA005016084:01	Parts, Vehicles & Motor Equip	-51.36	0.00	-51.36	
			FA005017318:01	Parts, Vehicles & Motor Equip	-32.83	0.00	-32.83	
			FA005026402:01	Parts, Vehicles & Motor Equip	1,275.98	0.00	1,275.98	
			FA005027962:01	Parts, Vehicles & Motor Equip	43.51	0.00	43.51	
			R005094917:01	Parts, Vehicles & Motor Equip	5,089.82	0.00	5,089.82	
xxx330737	1/14/21	GOODYEAR COMMERCIAL TIRE & SERVICE CTR	189-1105407	Inventory Purchase	1,786.80	0.00	1,786.80	<b>\$2,624.61</b>
			189-1105431	Inventory Purchase	837.81	0.00	837.81	
xxx330738	1/14/21	GRAYBAR ELECTRIC CO INC	9319320202	General Supplies	3,873.12	0.00	3,873.12	<b>\$3,873.12</b>
xxx330739	1/14/21	H F & H CONSULTANTS LLC	9717583	Professional Services	849.25	0.00	849.25	<b>\$10,752.75</b>
			9717852	Consultants	9,478.75	0.00	9,478.75	
			9717853	Consultants	424.75	0.00	424.75	
xxx330740	1/14/21	HDR ENGINEERING INC	1200309467	Engineering Services	6,519.58	0.00	6,519.58	<b>\$6,519.58</b>
xxx330741	1/14/21	HACH CO INC	12262802	Chemicals	588.50	0.00	588.50	<b>\$10,774.42</b>
			12262960	Water/Wastewater Treat Equip	5,092.96	0.00	5,092.96	
			12262968	Water/Wastewater Treat Equip	5,092.96	0.00	5,092.96	
xxx330742	1/14/21	HI TECH EMERGENCY VEHICLE SERVICE INC	169178	Parts, Vehicles & Motor Equip	6,544.17	0.00	6,544.17	<b>\$6,544.17</b>
xxx330743	1/14/21	HI-TECH OPTICAL INC	849970	Benefits and Incentives - Prescription Safety Glasses	175.00	0.00	175.00	<b>\$1,175.00</b>
			849973	Benefits and Incentives - Prescription Safety Glasses	175.00	0.00	175.00	
			851729	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			851730	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			851731	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			851766	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			852585	Benefits and Incentives - Prescription Safety Glasses	125.00	0.00	125.00	
			852847	Benefits and Incentives - Prescription Safety Glasses	200.00	0.00	200.00	
xxx330744	1/14/21	HYBRID COMMERCIAL PRINTING INC	27223	Printing & Related Services	1,836.65	0.00	1,836.65	<b>\$3,825.90</b>
			27227	Printing & Related Services	1,989.25	0.00	1,989.25	
xxx330745	1/14/21	ITRON INC	571187	Inventory Purchase	7,011.24	0.00	7,011.24	<b>\$15,775.29</b>
			573696	Inventory Purchase	8,764.05	0.00	8,764.05	
xxx330746	1/14/21	ICONIX WATERWORKS	U2016039813	Materials - Land Improve	147.49	0.00	147.49	<b>\$147.49</b>
xxx330747	1/14/21	IMAGEX	223139	Printing & Related Services	1,253.36	0.00	1,253.36	<b>\$6,397.56</b>
			328989	Printing & Related Services	1,700.40	0.00	1,700.40	
			333436	Printing & Related Services	506.85	0.00	506.85	
			333615	Printing & Related Services	536.28	0.00	536.28	
			337064	Printing & Related Services	2,400.67	0.00	2,400.67	
xxx330748	1/14/21	IMPERIAL SPRINKLER SUPPLY	4398477-00	Materials - Land Improve	166.88	0.00	166.88	<b>\$803.74</b>
			4402015-00	Materials - Land Improve	69.80	0.00	69.80	
			4443098-00	Materials - Land Improve	357.69	0.00	357.69	
			4443367-00	Materials - Land Improve	209.37	0.00	209.37	
xxx330749	1/14/21	INFOSEND INC	178839	Financial Services	157.21	0.00	157.21	<b>\$20,265.75</b>
			178839	Mailing & Delivery Services	1,054.02	0.00	1,054.02	
			178840	Financial Services	2,225.77	0.00	2,225.77	
			179941	Mailing & Delivery Services	1,815.24	0.00	1,815.24	
			179942	Postage	3,237.08	0.00	3,237.08	
			180909	Mailing & Delivery Services	1,221.44	0.00	1,221.44	
			180910	Postage	2,296.09	0.00	2,296.09	
			181128	Financial Services	1,395.59	0.00	1,395.59	
			181521	Mailing & Delivery Services	1,089.65	0.00	1,089.65	
			181522	Postage	1,965.61	0.00	1,965.61	
			181930	Mailing & Delivery Services	900.57	0.00	900.57	
			181931	Postage	1,939.29	0.00	1,939.29	
			183026	Mailing & Delivery Services	968.19	0.00	968.19	
xxx330752	1/14/21	INSIGHT PUBLIC SECTOR INC	1100795828	Computer Hardware	6,455.74	0.00	6,455.74	<b>\$7,267.69</b>

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 1/10/2021 through 1/16/2021

**LIST # 060**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			1100796917	Hardware Maintenance	162.39	0.00	162.39	
			1100797695	Hardware Maintenance	649.56	0.00	649.56	
xxx330753	1/14/21	JAMES MOORE	15020/46336	Public Arts Acquisitions	0.00	0.00	0.00	<b>\$40,388.14</b>
			150200/46336	Public Arts Acquisitions	40,388.14	0.00	40,388.14	
xxx330754	1/14/21	JENSEN INSTRUMENT CO	20-02151	Electrical Parts & Supplies	2,464.88	0.00	2,464.88	<b>\$2,464.88</b>
xxx330755	1/14/21	JUDICIAL COUNCIL OF CALIFORNIA	FEB 2021	Real Property Rental/Lease	1,700.00	0.00	1,700.00	<b>\$1,700.00</b>
xxx330756	1/14/21	KRONOS INC	11700639	Software As a Service	823.17	0.00	823.17	<b>\$823.17</b>
xxx330757	1/14/21	L N CURTIS & SONS INC	249.61	Clothing, Uniforms & Access	249.61	0.00	249.61	<b>\$40,972.60</b>
			INV368988	Clothing, Uniforms & Access	397.85	0.00	397.85	
			INV369398	Miscellaneous Equipment	195.55	0.00	195.55	
			INV373623	Clothing, Uniforms & Access	425.10	0.00	425.10	
			INV380065	Clothing, Uniforms & Access	1,193.55	0.00	1,193.55	
			INV385735	Clothing, Uniforms & Access	489.95	0.00	489.95	
			INV389315	Clothing, Uniforms & Access	54.50	0.00	54.50	
			INV405350	Supplies, Vehicles/Motor Equip	838.92	0.00	838.92	
			INV413507	Clothing, Uniforms & Access	1,435.53	0.00	1,435.53	
			INV414660	Clothing, Uniforms & Access	1,684.05	0.00	1,684.05	
			INV415704	Clothing, Uniforms & Access	997.35	0.00	997.35	
			INV417747	Clothing, Uniforms & Access	646.37	0.00	646.37	
			INV420913	Clothing, Uniforms & Access	717.76	0.00	717.76	
			INV421582	Clothing, Uniforms & Access	158.05	0.00	158.05	
			INV422223	Clothing, Uniforms & Access	489.95	0.00	489.95	
			INV422734	Clothing, Uniforms & Access	151.51	0.00	151.51	
			INV423229	Clothing, Uniforms & Access	81.75	0.00	81.75	
			INV423358	Clothing, Uniforms & Access	455.62	0.00	455.62	
			INV425741	Supplies, Vehicles/Motor Equip	604.95	0.00	604.95	
			INV426407	Clothing, Uniforms & Access	256.15	0.00	256.15	
			INV426578	Clothing, Uniforms & Access	768.45	0.00	768.45	
			INV427124	Clothing, Uniforms & Access	227.81	0.00	227.81	
			INV427597	Clothing, Uniforms & Access	256.15	0.00	256.15	
			INV427912	Clothing, Uniforms & Access	19,441.24	0.00	19,441.24	
			INV429315	Clothing, Uniforms & Access	2,049.20	0.00	2,049.20	
			INV441322	Clothing, Uniforms & Access	531.92	0.00	531.92	
			INV454700	Inventory Purchase	6,173.76	0.00	6,173.76	
xxx330760	1/14/21	LAW OFFICE OF TERRY ROEMER	1-2020	Investigation Expense	12,928.00	0.00	12,928.00	<b>\$12,928.00</b>
xxx330761	1/14/21	LEHR AUTO ELECTRIC	SI54405	Parts, Vehicles & Motor Equip	164.80	0.00	164.80	<b>\$164.80</b>
xxx330762	1/14/21	LESLIES POOL SUPPLIES INC	15-01-036489	General Supplies	295.19	0.00	295.19	<b>\$295.19</b>



1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

<b>Payment No.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount</b>	<b>Taken Amount Paid</b>	<b>Payment Total</b>
xxx330763	1/14/21	MISHRA, BARADA AND ANITA MISRA	INT000031540	Refund Over/Duplicate Payment	34.75	0.00	34.75	<b>\$34.75</b>
xxx330764	1/14/21	MWA ARCHITECTS INC	201727.00-27R	Engineering Services	188,316.64	0.00	188,316.64	<b>\$188,316.64</b>
xxx330765	1/14/21	MACIAS GINI AND OCONNELL LLP	280720	Financial Services	10,000.00	0.00	10,000.00	<b>\$10,000.00</b>
xxx330766	1/14/21	MAKAI SOLUTIONS	1727 TAX	Auto Maint & Repair - Materials	269.46	0.00	269.46	<b>\$269.46</b>
xxx330767	1/14/21	MCMASTER CARR SUPPLY CO	38105036	Bldg Maint Matls & Supplies	182.13	0.00	182.13	<b>\$182.13</b>
xxx330768	1/14/21	METROPOLITAN PLANNING GROUP	2001958	Professional Services	1,160.00	0.00	1,160.00	<b>\$1,565.00</b>
			2002167	Professional Services	-175.00	0.00	-175.00	
			2002167 CON	Professional Services	580.00	0.00	580.00	
xxx330769	1/14/21	MICHAEL BAKER INTERNATIONAL	1104888	Miscellaneous Services	14,280.40	0.00	14,280.40	<b>\$14,280.40</b>
xxx330770	1/14/21	MISSION LINEN SERVICE	513760778	Laundry & Cleaning Services	85.84	0.00	85.84	<b>\$1,816.17</b>
			513760783	Laundry & Cleaning Services	87.70	0.00	87.70	
			513760784	Laundry & Cleaning Services	49.83	0.00	49.83	
			513760785	Laundry & Cleaning Services	50.22	0.00	50.22	
			513798312	Laundry & Cleaning Services	59.18	0.00	59.18	
			513798340	Laundry & Cleaning Services	65.31	0.00	65.31	
			513805876	Laundry & Cleaning Services	81.69	0.00	81.69	
			513805881	Laundry & Cleaning Services	83.74	0.00	83.74	
			513805882	Laundry & Cleaning Services	47.18	0.00	47.18	
			513805883	Laundry & Cleaning Services	47.57	0.00	47.57	
			513839657	Laundry & Cleaning Services	64.48	0.00	64.48	
			513839679	Laundry & Cleaning Services	62.69	0.00	62.69	
			513839933	Laundry & Cleaning Services	85.84	0.00	85.84	
			513839938	Laundry & Cleaning Services	70.26	0.00	70.26	
			513839939	Laundry & Cleaning Services	52.48	0.00	52.48	
			513839940	Laundry & Cleaning Services	52.87	0.00	52.87	
			513875329	Laundry & Cleaning Services	64.48	0.00	64.48	
			513875351	Laundry & Cleaning Services	62.69	0.00	62.69	
			513884049	Laundry & Cleaning Services	85.84	0.00	85.84	
			513884054	Laundry & Cleaning Services	70.26	0.00	70.26	
			513884055	Laundry & Cleaning Services	47.18	0.00	47.18	
			513884056	Laundry & Cleaning Services	52.87	0.00	52.87	
			513908439	Laundry & Cleaning Services	64.48	0.00	64.48	
			513908463	Laundry & Cleaning Services	62.69	0.00	62.69	
			513918088	Laundry & Cleaning Services	83.19	0.00	83.19	
			513918093	Laundry & Cleaning Services	70.26	0.00	70.26	
			513918094	Laundry & Cleaning Services	52.48	0.00	52.48	
			513918095	Laundry & Cleaning Services	52.87	0.00	52.87	

1/19/2021

City of Sunnyvale

Attachment 1  
Page 22 of 28

**List of All Claims and Bills Approved for Payment**  
For Payments Dated 1/10/2021 through 1/16/2021

**LIST # 060**

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
xxx330773	1/14/21	MISSION VALLEY FORD TRUCK SALES INC	751482	Parts, Vehicles & Motor Equip	15.78	0.00	15.78	<b>\$15.58</b>
			751503	Parts, Vehicles & Motor Equip	15.58	0.00	15.58	
			CM751482	Parts, Vehicles & Motor Equip	-15.78	0.00	-15.78	
xxx330774	1/14/21	MOUNTAIN VIEW GARDEN CENTER	104034	Materials - Land Improve	241.82	0.00	241.82	<b>\$1,355.89</b>
			104047	Materials - Land Improve	104.79	0.00	104.79	
			104144	Materials - Land Improve	104.79	0.00	104.79	
			104486	Materials - Land Improve	80.61	0.00	80.61	
			105076	Materials - Land Improve	91.45	0.00	91.45	
			105077	Materials - Land Improve	45.73	0.00	45.73	
			105269	Materials - Land Improve	686.70	0.00	686.70	<b>\$1,223.01</b>
xxx330775	1/14/21	NAPA AUTO PARTS	5983-610725	Parts, Vehicles & Motor Equip	10.89	0.00	10.89	
			5983-611943	Parts, Vehicles & Motor Equip	56.19	0.00	56.19	
			5983-612477	Parts, Vehicles & Motor Equip	84.07	0.00	84.07	
			5983-612478	Parts, Vehicles & Motor Equip	19.62	0.00	19.62	
			5983-612686	Parts, Vehicles & Motor Equip	22.28	0.00	22.28	
			5983-612698	Parts, Vehicles & Motor Equip	43.55	0.00	43.55	
			5983-612699	Parts, Vehicles & Motor Equip	9.81	0.00	9.81	
			5983-613323	Parts, Vehicles & Motor Equip	38.74	0.00	38.74	
			5983-613324	Parts, Vehicles & Motor Equip	38.74	0.00	38.74	
			5983-613346	Parts, Vehicles & Motor Equip	90.87	0.00	90.87	
			5983-613631	Parts, Vehicles & Motor Equip	31.20	0.00	31.20	
			5983-613639	Parts, Vehicles & Motor Equip	88.01	0.00	88.01	
			5983-613640	Parts, Vehicles & Motor Equip	9.81	0.00	9.81	
			5983-613915	Parts, Vehicles & Motor Equip	25.66	0.00	25.66	
			5983-615273	Parts, Vehicles & Motor Equip	10.16	0.00	10.16	
			5983-615358	Parts, Vehicles & Motor Equip	41.57	0.00	41.57	
			5983-615419	Parts, Vehicles & Motor Equip	92.75	0.00	92.75	
			5983-615456	Parts, Vehicles & Motor Equip	12.26	0.00	12.26	
			5983-615634	Parts, Vehicles & Motor Equip	63.49	0.00	63.49	
			5983-615809	Parts, Vehicles & Motor Equip	35.49	0.00	35.49	
			5983-616021	Parts, Vehicles & Motor Equip	95.83	0.00	95.83	
			5983-616303	Parts, Vehicles & Motor Equip	104.95	0.00	104.95	
			5983-616333	Parts, Vehicles & Motor Equip	8.72	0.00	8.72	
			5983-616678	Parts, Vehicles & Motor Equip	3.20	0.00	3.20	
			5983-616681	Parts, Vehicles & Motor Equip	9.57	0.00	9.57	
			5983-617314	Parts, Vehicles & Motor Equip	151.58	0.00	151.58	
			5983-617575	Parts, Vehicles & Motor Equip	10.47	0.00	10.47	

1/19/2021

City of Sunnyvale

**LIST # 060****List of All Claims and Bills Approved for Payment**

For Payments Dated 1/10/2021 through 1/16/2021

Sorted by Payment Number

Payment No.	Payment Date	Vendor Name	Invoice No.	Description	Invoice Amount	Discount	Taken Amount Paid	Payment Total
			5983-617785	Parts, Vehicles & Motor Equip	13.53	0.00	13.53	
xxx330778	1/14/21	NBS	1120000541	General Supplies	14,190.00	0.00	14,190.00	<b>\$14,190.00</b>
xxx330779	1/14/21	NI GOVERNMENT SERVICES INC	20092908851	Miscellaneous Services	78.77	0.00	78.77	<b>\$236.31</b>
			20102908551	Miscellaneous Services	-78.77	0.00	-78.77	
			20102908851	Miscellaneous Services	157.54	0.00	157.54	
			20122908851	Miscellaneous Services	78.77	0.00	78.77	
xxx330780	1/14/21	NET TRANSCRIPTS INC	INV2211606	Investigation Expense	203.61	0.00	203.61	<b>\$561.81</b>
			INV2212590	Investigation Expense	171.14	0.00	171.14	
			INV31072722	Investigation Expense	77.61	0.00	77.61	
			NT206	Investigation Expense	109.45	0.00	109.45	
xxx330781	1/14/21	OCCUPATIONAL TRAINING INSTITUTE	WIA-1500	DED Services/Training - Training	539.19	0.00	539.19	<b>\$539.19</b>
xxx330782	1/14/21	P&R PAPER SUPPLY CO INC	30350576-00	Inventory Purchase	763.87	0.00	763.87	<b>\$1,356.28</b>
			30352799-00	Inventory Purchase	592.41	0.00	592.41	
xxx330783	1/14/21	PACIFIC ECO-RISK	16976	Water Lab Services	3,063.00	0.00	3,063.00	<b>\$3,063.00</b>
xxx330784	1/14/21	PETERSON	PC240036166	Miscellaneous Equipment Parts & Supplies	1,181.12	0.00	1,181.12	<b>\$6,396.65</b>
			SW240171402	Misc Equip Maint & Repair - Labor	0.00	0.00	0.00	
			SW240171402	Misc Equip Maint & Repair - Materials	0.00	0.00	0.00	
			SW240171538	Misc Equip Maint & Repair - Labor	1,020.00	0.00	1,020.00	
			SW240171538	Misc Equip Maint & Repair - Materials	4,195.53	0.00	4,195.53	
			SW240171539	Equipment Maintenance & Repair Labor	0.00	0.00	0.00	
xxx330785	1/14/21	QUADIENT	16253526	Printing & Related Services	304.61	0.00	304.61	<b>\$304.61</b>
xxx330786	1/14/21	R & B CO	S1979992.003	Construction Services	6,342.71	0.00	6,342.71	<b>\$32,148.64</b>
			S1982985.001	Construction Services	25,445.40	0.00	25,445.40	
			S1985024.002	Construction Services	360.53	0.00	360.53	
xxx330787	1/14/21	R E P NUT N BOLT GUY	32067	Inventory Purchase	14.99	0.00	14.99	<b>\$14.99</b>
xxx330788	1/14/21	RACY MING ASSOC LLC	DEC2020	Contracts/Service Agreements	9,300.00	0.00	9,300.00	<b>\$9,300.00</b>
xxx330789	1/14/21	ROBIN PICKEL	RP2020ND	Rec Instructors/Officials	385.39	0.00	385.39	<b>\$385.39</b>
xxx330790	1/14/21	ROTO ROOTER	19322492057	Facilities Maintenance & Repair Labor	468.00	0.00	468.00	<b>\$468.00</b>
xxx330791	1/14/21	ROYAL BRASS INC	941679-001	Parts, Vehicles & Motor Equip	165.94	0.00	165.94	<b>\$565.65</b>
			942030-001	Parts, Vehicles & Motor Equip	263.32	0.00	263.32	
			942394-001	Parts, Vehicles & Motor Equip	136.39	0.00	136.39	
xxx330792	1/14/21	SFO REPROGRAPHICS	67953	Printing & Related Services	1,716.75	0.00	1,716.75	<b>\$4,752.40</b>
			67976	Printing & Related Services	463.25	0.00	463.25	
			68191	Printing & Related Services	2,572.40	0.00	2,572.40	
xxx330793	1/14/21	SAFEWAY INC	802580-010621	Inventory Purchase	141.26	0.00	141.26	<b>\$141.26</b>
xxx330794	1/14/21	SAN BENITO COUNTY	003-2287-20#10	Contracts/Service Agreements	5,747.12	0.00	5,747.12	<b>\$5,747.12</b>
xxx330795	1/14/21	SAN FRANCISCO BAY BIRD OBSERVATORY	706	Water Lab Services	1,729.80	0.00	1,729.80	<b>\$1,729.80</b>

1/19/2021

City of Sunnyvale

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xxx330796	1/14/21	SANTA CLARA COUNTY	070120-063021	Taxes & Licenses - Put or Pay Fees	778.64	0.00	778.64	<b>\$778.64</b>
xxx330797	1/14/21	SILICON VALLEY AUTOBODY INC	41969	Parts, Vehicles & Motor Equip	1,656.91	0.00	1,656.91	<b>\$9,823.21</b>
			42026	Parts, Vehicles & Motor Equip	6,594.91	0.00	6,594.91	
			42067	Parts, Vehicles & Motor Equip	1,571.39	0.00	1,571.39	
xxx330798	1/14/21	SPARTAN TOOL LLC	660543	Inventory Purchase	1,945.65	0.00	1,945.65	<b>\$1,945.65</b>
xxx330799	1/14/21	STEVENS CREEK CHRYSLER JEEP DODGE	370886	Parts, Vehicles & Motor Equip	112.42	0.00	112.42	<b>\$112.42</b>
xxx330800	1/14/21	STUDIO EM GRAPHIC DESIGN	18114	Graphics Services	245.25	0.00	245.25	<b>\$441.45</b>
			18124	Mailing & Delivery Services	196.20	0.00	196.20	
xxx330801	1/14/21	SUNBELT RENTALS INC	104908856-0005	Equipment Rental/Lease	14,745.98	0.00	14,745.98	<b>\$14,745.98</b>
xxx330802	1/14/21	SUNNYVALE FORD	179810	Inventory Purchase	412.61	0.00	412.61	<b>\$412.61</b>
xxx330803	1/14/21	SUPERIOR PRESS	233976REV	Printing & Related Services	-144.15	0.00	-144.15	<b>\$398.43</b>
			4233976	Printing & Related Services	144.15	0.00	144.15	
			4262685	Printing & Related Services	398.43	0.00	398.43	
xxx330804	1/14/21	SUSTAINABLE TURF SCIENCE INC	5359	Materials - Land Improve	1,722.20	0.00	1,722.20	<b>\$1,722.20</b>
xxx330805	1/14/21	THE CONSULTING TEAM LLC	1105	City Training Program	2,160.00	0.00	2,160.00	<b>\$2,160.00</b>
xxx330806	1/14/21	THE HOME DEPOT PRO	586359747	Inventory Purchase	2,258.13	0.00	2,258.13	<b>\$340.18</b>
			592972970	Inventory Purchase	193.58	1.78	191.80	
			593248230	Inventory Purchase	198.60	1.82	196.78	
			CM587501677	Inventory Purchase	-2,258.13	0.00	-2,258.13	
			CM594047102	Inventory Purchase	-48.40	0.00	-48.40	
xxx330807	1/14/21	THOMSON REUTERS WEST	843689501	Books & Publications	98.10	0.00	98.10	<b>\$98.10</b>
xxx330808	1/14/21	TRAFFIC DATA SERVICE	20065	Engineering Services	1,255.00	0.00	1,255.00	<b>\$1,885.00</b>
			20067	Engineering Services	630.00	0.00	630.00	
xxx330809	1/14/21	TRIPAC FASTENERS	5771140	Construction Services	2,573.62	0.00	2,573.62	<b>\$2,573.62</b>
xxx330810	1/14/21	TYLER TECHNOLOGIES	025-317114	Software Licensing & Support	2,100.00	0.00	2,100.00	<b>\$2,800.00</b>
			025-317614	Software Licensing & Support	700.00	0.00	700.00	
xxx330811	1/14/21	US BANK	5980587	Financial Services	2,800.00	0.00	2,800.00	<b>\$5,600.00</b>
			5981065	Financial Services	2,800.00	0.00	2,800.00	
xxx330812	1/14/21	UNITED PARCEL SERVICE	96660801-2021	Mailing & Delivery Services	159.47	0.00	159.47	<b>\$159.47</b>
xxx330813	1/14/21	UNITED ROTARY BRUSH CORP	CI260514	Inventory Purchase	4,516.12	0.00	4,516.12	<b>\$4,516.12</b>
xxx330814	1/14/21	UNITED SITE SERVICES OF CALIFORNIA INC	114-11379279	Facilities Maintenance & Repair Labor	783.95	0.00	783.95	<b>\$783.95</b>
xxx330816	1/14/21	UNIVAR SOLUTIONS USA INC	48816714	Chemicals	3,688.27	0.00	3,688.27	<b>\$7,481.43</b>
			48886087	Chemicals	3,793.16	0.00	3,793.16	
xxx330817	1/14/21	UNIVERSITY OF CALIFORNIA SANTA CRUZ	58611	DED Services/Training - Training	600.00	0.00	600.00	<b>\$697.50</b>
			58678	DED Services/Training - Training	97.50	0.00	97.50	
xxx330818	1/14/21	VWR INTERNATIONAL LLC	8803311281	General Supplies	146.50	0.00	146.50	<b>\$366.42</b>

1/19/2021

City of Sunnyvale

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			8803355598	General Supplies	219.92		0.00	219.92
xxx330819	1/14/21	VALLEY OIL CO	52505	Inventory Purchase	1,376.96	0.00	1,376.96	<b>\$1,376.96</b>
xxx330820	1/14/21	WECK LABORATORIES INC	W0L1370	Water Lab Services	260.02	0.00	260.02	<b>\$1,236.32</b>
			W0L1821	Water Lab Services	31.84	0.00	31.84	
			W1A0365	Water Lab Services	944.46	0.00	944.46	
xxx330821	1/14/21	WESTERN STATES TOOL & SUPPLY CORP	185700	Inventory Purchase	103.33	0.00	103.33	<b>\$103.33</b>
xxx330822	1/14/21	WILSEY HAM	23697	Consultants	963.00	0.00	963.00	<b>\$963.00</b>
xxx330823	1/14/21	AMAZON CAPITAL SERVICES INC	17VT-DFV7-KHJ	Supplies, Office	1,028.70	0.00	1,028.70	<b>\$2,724.63</b>
			7					
			1DT3-P43C-3PKJ	Supplies, Office	63.15	0.00	63.15	
			1DWJ-N3GF-WQ	Supplies, Office	685.80	0.00	685.80	
			KK					
			1JW7-CT7T-LK	Supplies, Office	21.79	0.00	21.79	
			WR					
			1KGW-77N6-FT	Supplies, Office	32.68	0.00	32.68	
			N9					
			1MMT-WRWK-F	Supplies, Office	296.75	0.00	296.75	
			93N					
			1MVK-V1WQ-3	Supplies, Office	94.47	0.00	94.47	
			WFG					
			1P3V-PLFY-4TL	Supplies, Office	94.07	0.00	94.07	
			T					
			1QL6-YHF7-L4T	Supplies, Office	316.86	0.00	316.86	
			1					
			1T73-3613-1494	Supplies, Office	14.16	0.00	14.16	
			1T7H-YYQR-44	Supplies, Office	76.20	0.00	76.20	
			K3					
xxx330824	1/14/21	LC ACTION POLICE SUPPLY	419260	Clothing, Uniforms & Access	610.18	0.00	610.18	<b>\$1,493.08</b>
			419360	Ballistic Equipment - Body Armor/Vests	882.90	0.00	882.90	
xxx330826	1/14/21	OLD REPUBLIC TITLE CO	STADELMAN	Miscellaneous Services	150.00	0.00	150.00	<b>\$150.00</b>
xxx330827	1/14/21	PACIFIC GAS & ELECTRIC CO	100023460121	Utilities - Electric	1,328.35	0.00	1,328.35	<b>\$1,432.85</b>
			97306197491220	Utilities - Electric	5.89	0.00	5.89	
			97322830181220	Utilities - Electric	60.01	0.00	60.01	
			97322834741220	Utilities - Electric	22.31	0.00	22.31	
			97386482121220	Utilities - Electric	16.29	0.00	16.29	
xxx330828	1/14/21	SUMMIT UNIFORMS	70982	Clothing, Uniforms & Access	281.87	0.00	281.87	<b>\$8,796.89</b>
			71074	Clothing, Uniforms & Access	260.02	0.00	260.02	
			71081	Clothing, Uniforms & Access	13.11	0.00	13.11	

## City of Sunnyvale

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			71099	Clothing, Uniforms & Access	108.16	0.00	108.16	
			71100	Clothing, Uniforms & Access	108.16	0.00	108.16	
			71156	Clothing, Uniforms & Access	128.92	0.00	128.92	
			71157	Clothing, Uniforms & Access	172.62	0.00	172.62	
			71158	Clothing, Uniforms & Access	172.62	0.00	172.62	
			71166	Clothing, Uniforms & Access	128.92	0.00	128.92	
			71193	Clothing, Uniforms & Access	386.75	0.00	386.75	
			71224	Clothing, Uniforms & Access	521.12	0.00	521.12	
			71233	Clothing, Uniforms & Access	238.17	0.00	238.17	
			71285	Clothing, Uniforms & Access	128.92	0.00	128.92	
			71286	Clothing, Uniforms & Access	86.31	0.00	86.31	
			71288	Clothing, Uniforms & Access	108.16	0.00	108.16	
			71289	Clothing, Uniforms & Access	216.32	0.00	216.32	
			71290	Clothing, Uniforms & Access	159.51	0.00	159.51	
			71291	Clothing, Uniforms & Access	275.31	0.00	275.31	
			71293	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71314	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71339	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71340	Clothing, Uniforms & Access	142.03	0.00	142.03	
			71348	Clothing, Uniforms & Access	289.51	0.00	289.51	
			71384	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71385	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71394	Clothing, Uniforms & Access	21.85	0.00	21.85	
			71403	Clothing, Uniforms & Access	183.54	0.00	183.54	
			71450	Clothing, Uniforms & Access	671.89	0.00	671.89	
			71457	Clothing, Uniforms & Access	628.19	0.00	628.19	
			71477	Clothing, Uniforms & Access	162.78	0.00	162.78	
			71499	Clothing, Uniforms & Access	123.45	0.00	123.45	
			71524	Clothing, Uniforms & Access	43.70	0.00	43.70	
			71526	Clothing, Uniforms & Access	257.83	0.00	257.83	
			71527	Clothing, Uniforms & Access	128.92	0.00	128.92	
			71538	Clothing, Uniforms & Access	260.02	0.00	260.02	
			71541	Clothing, Uniforms & Access	435.91	0.00	435.91	
			71545	Clothing, Uniforms & Access	663.15	0.00	663.15	
xxx330832	1/14/21	B2 LEASING	077470	Business License Tax	39.95	0.00	39.95	<b>\$39.95</b>
xxx330833	1/14/21	BELMONT VILLAGE SUNNYVALE, INC.	IN000090833	Refund Over/Duplicate Payment	250.00	0.00	250.00	<b>\$250.00</b>
xxx330834	1/14/21	GOOGLE, LLC	IN000089500	Refund Over/Duplicate Payment	42.95	0.00	42.95	<b>\$42.95</b>

1/19/2021

City of Sunnyvale

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xxx330835	1/14/21	JOHN AND PENG WEI NHAM	NHAJ01	Refund Over/Duplicate Payment	332.21	0.00	332.21	<b>\$332.21</b>
xxx330836	1/14/21	LOI NGUYEN	IN000091651	Refund Over/Duplicate Payment	328.72	0.00	328.72	<b>\$328.72</b>
xxx330837	1/14/21	MICHAEL J. WOODWORTH TRUSTEE	WOOM03	Refund Over/Duplicate Payment	106.74	0.00	106.74	<b>\$106.74</b>
xxx330838	1/14/21	MOFFETT PLACE	INT000023115	Refund Over/Duplicate Payment	16.81	0.00	16.81	<b>\$16.81</b>
xxx330839	1/14/21	MORAN GROEN	49888	Refund Recreation Fees	284.00	0.00	284.00	<b>\$284.00</b>
xxx330840	1/14/21	RICHARD LEE (TE)	88941 & 88923	Refund Over/Duplicate Payment	330.00	0.00	330.00	<b>\$330.00</b>
xxx330841	1/15/21	ASCENT ENVIRONMENTAL	19010069.01-7	Developer Passthroughs-Downtown Projects	1,600.70	0.00	1,600.70	<b>\$1,600.70</b>
xxx330842	1/15/21	FRANCHISE TAX BOARD	150200/46336	Public Arts Acquisitions	1,611.86	0.00	1,611.86	<b>\$1,611.86</b>
xxx330843	1/15/21	HDR ENGINEERING INC	1200302730R	Engineering Services	45,372.42	0.00	45,372.42	<b>\$45,372.42</b>
xxx330844	1/15/21	LEXISNEXIS RISK SOLUTIONS	1409790-201231	Financial Services	130.00	0.00	130.00	<b>\$130.00</b>
xxx330845	1/15/21	MATRIX CONSULTING GROUP	20-40 #2	Financial Services	14,000.00	0.00	14,000.00	<b>\$14,000.00</b>
xxx330846	1/15/21	MICHAEL BAKER INTERNATIONAL	1102642	Miscellaneous Services	2,434.00	0.00	2,434.00	<b>\$2,434.00</b>
xxx330847	1/15/21	LC ACTION POLICE SUPPLY	416483	Clothing, Uniforms & Access	46.60	0.00	46.60	<b>\$46.60</b>
xxx003230	1/14/21	INTERNAL REVENUE SERVICE	950003230	Employer Taxes - FICA - Total	115.61	0.00	115.61	<b>\$70,060.65</b>
			950003230	Employer Taxes - Medicare - Total	69,945.04	0.00	69,945.04	
xxx003231	1/14/21	UNION BANK OF CALIFORNIA PARS	950003231	Retirement Benefits - PARS	609.43	0.00	609.43	<b>\$609.43</b>
xxx003232	1/14/21	ICMA RETIREMENT CORP	950003232	Retirement Benefits - Deferred Comp - City Portion	16,760.99	0.00	16,760.99	<b>\$16,760.99</b>
xxx906760	1/12/21	US BANK	06302021	Insurances - OPEB Trust Contribution	891,000.00	0.00	891,000.00	<b>\$891,000.00</b>
xxx906761	1/12/21	US BANK	03312021	Insurances - OPEB Trust Contribution	891,000.00	0.00	891,000.00	<b>\$891,000.00</b>
xxx906762	1/14/21	COUNTY OF SAN MATEO		Misc. State Grants/Reimbursements	160,000.00	0.00	160,000.00	<b>\$160,000.00</b>
xxx906763	1/14/21	U S ENVIRONMENTAL PROTECTION AGENCY	N18121CA-02+03	Financial Services	128,836.82	0.00	128,836.82	<b>\$128,836.82</b>

**Grand Total Payment Amount****\$9,755,791.33**

**List of All Claims and Bills Approved for Payment**  
**For Payments Dated 01/31/2021 through 02/06/2021**

**LIST # 061**

**Sorted by Payment Type, Invoice Number and Payment Number**

<b>Payment Type</b>	<b>Payment #.</b>	<b>Payment Date</b>	<b>Vendor Name</b>	<b>Payment Total</b>	<b>Invoice No.</b>	<b>Description</b>	<b>Invoice Amount</b>	<b>Discount Taken</b>	<b>Amount Paid</b>
CHECK	XXXXX0044	02/02/2021	NOVAworks Foundation	\$81.92	PR202104	NOVA Payroll 202104 Dues	81.92	0.00	81.92
	XXXXX0045	02/02/2021	Sunnyvale Public Safety Officers Assn	\$19,440.00	PR202104	PR202104 Assoc Dues	19,440.00	0.00	19,440.00
	XXXXX0046	02/02/2021	California Department of Justice	\$288.00	488663	December 2020 Fingerprints	288.00	0.00	288.00
	XXXXX0047	02/02/2021	Earth Share of California	\$39.34	PR202104	Payroll 202104	39.34	0.00	39.34
	XXXXX0048	02/02/2021	Examinetics Inc	\$6,300.00	310255	November Hearing Tests	6,300.00	0.00	6,300.00
	XXXXX0049	02/02/2021	SANCRA Southern Division	\$90.00	1262	G Brown, V Torrez, J Raygoza Mbership	90.00	0.00	90.00
	XXXXX0050	02/02/2021	TRISTAR Risk Management	\$4,072.08	111848	Workers Comp Dec 2020	4,072.08	0.00	4,072.08
	XXXXX0051	02/02/2021	United Way Bay Area	\$149.15	PR202104	Payroll PR202104	149.15	0.00	149.15
	XXXXX0052	02/02/2021	County of Santa Clara	\$50.00	ST-18-09	CEQA - Pavement Rehab 2020	50.00	0.00	50.00
	XXXXX0053	02/03/2021	Hensel Phelps Construction Co	\$2,982,620.00	CivicCenter#01	PR-19-06	2,982,620.00	0.00	2,982,620.00
	XXXXX0054	02/04/2021	County of Santa Clara	\$50.00	PR-17- 03	CEQA PR-17-03 Park Building Rehab	50.00	0.00	50.00
	XXXXX0055	02/04/2021	AT&T	\$307.76	000015865421	Department of Justice Contracts	307.76	0.00	307.76
	XXXXX0056	02/04/2021	Delta Dental Insurance Co	\$1,219.16	BE004276736	February 2021 Delta Dental DMO Premium. Account #05-7536000000	1,219.16	0.00	1,219.16
	XXXXX0057	02/04/2021	Pacific Gas & Electric Co	\$4,544.47	0007946440-0	1444 Borregas Ave/WPCP Departing Load	4,544.47	0.00	4,544.47
	XXXXX0058	02/04/2021	Rite Aid Pharmacy	\$252.00	95798-012221-1	Employee Flu Shots	252.00	0.00	252.00
	XXXXX0059	02/04/2021	Sunnyvale Community Services	\$161,045.46	2021-835230 #2	Agrmt #2021-835230 Oct. - Dec.2020	161,045.46	0.00	161,045.46
<b>Grand Total</b>				\$3,180,549.34			3,180,549.34	0.00	3,180,549.34





# City of Sunnyvale

## Agenda Item

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21-0249

Agenda Date: 2/23/2021

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### REPORT TO COUNCIL

#### **SUBJECT**

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase Salaries for Pay Plan Category A (Communication Officers Association).

#### **BACKGROUND**

The 2018-2021 Memorandum of Understanding (MOU) with the Communication Officers Association (COA), which represents Public Safety Dispatchers-in-Training, Public Safety Dispatchers and Senior Public Safety Dispatchers, provides for a salary adjustment in 2021 based on market survey data of total compensation for comparable positions.

#### **EXISTING POLICY**

Council Policy 7.3.1 Legislative Management - Goals and Policies, Goal 7.3D: Maintain a quality work force, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high-quality manner.

The proposed increases are in accordance with the provisions of the MOU between the City and the COA.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

#### **DISCUSSION**

The current MOU with COA provides specific language (Article 15 - Wages, Section 15.4) to determine salary adjustments based upon an annual market survey of total compensation for Public Safety Dispatcher in 12 Bay Area cities (i.e., Alameda, Concord, Fremont, Hayward, Milpitas, Mountain View, Palo Alto, Richmond, San Jose, San Leandro, San Mateo and Santa Clara). The survey formula provides that Sunnyvale Public Safety Dispatchers will receive 5% above the survey total compensation average. The survey is conducted during the first 15 days of January, and the salary adjustments are effective the first full pay period following Council approval each year during the term of the MOU.

Based on the COA MOU requirements, and the 2021 compensation survey results (see Attachment 1), it is recommended that the Schedule of Pay of the Salary Resolution be amended to adopt new pay rates for Pay Plan Category A reflecting an increase of 4.49% effective the beginning of the next full pay period or March 7, 2021.

**FISCAL IMPACT**

The COA represents twenty budgeted positions. The FY 2020/21 Budget includes assumptions on increases in total compensation, which include salaries, benefits, and retirement. Adjustments in salary also affect salary related benefits, including retirement. The survey results are greater than what was assumed in the FY 2020/21 Budget. The impact is anticipated to be approximately \$64,000 per year and \$1.6 million over twenty years. This will be included in the FY 2021/22 Recommended Budget.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Adopt a Resolution Amending the City's Salary Resolution and Schedule of Pay to Increase Salaries for Pay Plan Category A (Communication Officers Association) Effective March 7, 2021.

Prepared by: Winta Berhane, Principal Human Resources Analyst

Reviewed by: Tina Murphy, Director, Human Resources

Reviewed by: Jaqui Guzmán, Deputy City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. January 2021 COA Total Compensation Survey
2. Resolution Amending the Pay Schedule to Reflect Salary Increases for Pay Plan Category A (Communication Officers Association (COA))

## Communication Officers Association (COA) - Survey January 2021

## PUBLIC SAFETY DISPATCHER - PROJECTED INCREASE

PUBLIC SAFETY DISPATCHER - PROJECTED INCREASE										Total Compensation	
City	Classification	MOU Dates	Salary Effective Date	Top-Step Base Salary	2.0% @ 60 per MOU % \$		City Paid EE PERS % \$		Medical a)	Total Benefits	Base Salary + Benefits
Sunnyvale (current)	Public Safety Dispatcher	01/01/18-12/31/21	03/08/20	9,501	0.000%	0.00	4.00%	380.03	815.00	1,195.03	10,695.76
Sunnyvale (new)	Public Safety Dispatcher	01/01/18-12/31/21		9,927	0.000%	0.00	4.00%	397.08	815.00	1,212.08	11,139.20
Alameda	Public Safety Dispatcher	12/27/18 - 6/30/22	01/03/21	7,798			0.00%	0.00	2,115.46 a)	2,115.46	9,913.73
Concord	Police Dispatcher II	07/01/19 - 6/30/21	07/13/20	8,128			0.00%	0.00	1,877.72	1,877.72	10,005.72
Fremont	Police Communications Dispatcher	07/01/19 - 06/30/21	06/21/20	8,631			0.00%	0.00	2,115.46 a)	2,115.46	10,746.95
Hayward	Communications Operator	07/01/18 - 06/30/21	01/01/21	8,104			0.00%	0.00	2,115.46	2,115.46	10,219.36
Milpitas	Communications Dispatcher	01/01/17 - 12/31/23	01/01/20	9,803			0.00%	0.00	2,115.46	2,115.46	11,918.93
Mountain View	Public Safety Dispatcher II	07/01/20 - 06/30/21	07/01/20	9,914			0.00%	0.00	2,115.46 a)	2,115.46	12,029.61
Palo Alto	Public Safety Dispatcher II	1/01/19 - 12/31/21	11/21/20	9,438			0.00%	0.00	2,115.46 a)	2,115.46	11,553.46
Richmond	Communications Dispatcher II	04/01/16 - 06/30/20	01/01/15	6,677			0.00%	0.00	2,115.46 b)	2,115.46	8,792.46
San Jose	Public Safety Radio Dispatcher	07/01/18 - 06/30/21	07/01/20	8,453			0.00%	0.00	1,901.08	1,901.08	10,354.55
San Leandro	Public Safety Dispatcher	01/01/21 - 12/31/21	01/01/20	7,564			0.00%	0.00	1,882.77	1,882.77	9,446.77
San Mateo	Dispatcher II	08/12/18 - 06/30/21	06/28/20	8,651			0.00%	0.00	1,903.91	1,903.91	10,555.04
Santa Clara	Public Safety Dispatcher II	12/23/18 - 12/18/21	12/27/20	10,377			0.00%	0.00	1,391.69	1,391.69	11,768.56

## NOTES:

- a) Medical for comparator agencies capped at PEMHCA Kaiser plus 2+  
b) City of Richmond - SEIU contract expired 06/30/20; currently in negotiations

## Salary Calculation Methodology per MOU

## MOU Section

15.9.2	Sunnyvale Current Total Compensation:	10,695.76
15.9.3	Average Total Compensation:	10,608.76
15.9.4	Average Total Compensation plus 5.0%	11,139.20
15.9.5	Dollar difference between 15.9.4 and 15.9.2:	443.44
15.9.6	15.9.5 as a percentage of 15.9.2:	4.15%

Percentage to apply to Top-Step Monthly Salary  
so that 15.9.2 equals 15.9.4:

4.49%

Step 5	Dispatcher		Sr. Dispatcher New Rate
	Old Rate	New Rate	
	54.8119	57.2718	65.8626
	9,500.73	9,927.12	11,416.18
	114,008.75	119,125.38	136,994.19

DocuSigned by:

Tina Murphy

TINA MURPHY, DIRECTOR OF HUMAN RESOURCES

02/02/2021

DATE

DocuSigned by:

Jessica Fenisey

Jessica Fenisey, PRESIDENT OF COA

02/02/2021

DATE

DRAFT 2/4/2021 MCT

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AMENDING RESOLUTION NO. 190-05,  
THE CITY'S SALARY RESOLUTION, BY AMENDING  
THE PAY SCHEDULE FOR PAY PLAN CATEGORY A  
(COMMUNICATION OFFICERS ASSOCIATION)**

WHEREAS, the 2018-2021 Memorandum of Understanding (MOU) with the Communication Officers Association (COA), which represents Public Safety Dispatchers-in-Training, Public Safety Dispatchers and Senior Public Safety Dispatchers, provides for a salary adjustment in 2021; and

WHEREAS, the adjustment is based on market survey data of total compensation for comparable positions in 12 Bay Area cities at the rate of five percent (5%) above the survey average; and

WHEREAS, based on the COA MOU requirements and the 2021 compensation survey results, the pay rate for COA employees will increase by 4.49%; and

WHEREAS, consistent with the terms of the MOU and based on the results of this year's survey, Human Resources staff proposes to amend the City's Salary Resolution No. 190-05 to reflect a pay rate increase of 4.49% for COA employees, effective March 7, 2021.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category A, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The Salary Resolution amendments and pay rates noted above shall be effective March 7, 2021.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on \_\_\_\_\_, 20\_\_\_\_, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
(SEAL)

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**City of Sunnyvale**  
**Salary Table - COA Classifications**

Regular			Casual/Temporary			Job Title	Range / Scale	Hourly Pay Rates						Annual Range			Effective Date
Job Code	Unit	Pay Cat.	Job Code	Unit	Pay Cat.			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Minimum	Control Point	Maximum	
4500	COA	A	9210	TEMP	n/a	Public Safety Dispatcher	200	47.1176	49.4735	51.9472	54.5446	57.2718		98,005	N/A	119,125	3/7/21
4525	COA	A	n/a	n/a	n/a	Public Safety Dispatcher-in-Training	205	40.7019	42.7370	44.8739				84,660	N/A	93,338	3/7/21
4550	COA	A	9260	TEMP	n/a	Senior Public Safety Dispatcher	201	54.1853	56.8946	59.7393	62.7263	65.8626		112,705	N/A	136,994	3/7/21

**Notes**

**Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution**

**Category A** applies to Public Safety Dispatcher-in-Training, Public Safety Dispatchers, and Senior Public Safety Dispatchers (**COA**)



# City of Sunnyvale

## Agenda Item

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**21-0155**

**Agenda Date: 2/23/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Approve the Fiscal Year 2021/22 Sustainability Speaker Series

#### **BACKGROUND**

In June 2016, City Council approved Budget Supplement No. 7 (Attachment 1) to create and conduct a Sustainability Speaker Series (hereafter "Series"). The Supplement provided \$25,000 annually for five years, from FY 2016/17 through FY 2020/21, for a total amount of \$130,855 (adjusted for inflation each year after the first approved budget). The funding supported the implementation of two to four events each year. Funding for the FY 2021/22 Series was included with the adoption of the Climate Action Playbook implementation budget.

The Series is led by a Subcommittee of the Sustainability Commission consisting of Chair Wickham, Vice Chair Kunz, and Commissioner Padgett, which proposes the topics and identifies potential speakers. City Council approves the Series topics. Staff provides logistical support for implementing the events.

The FY 2020/21 Sustainability Speaker Series was approved by Council on February 4, 2020 (RTC No. 20-0180) and included four topics:

1. California's Equitable Carbon Neutral Future (Jared Blumenfeld, California Secretary of the Environmental Protection Agency), December 2020
2. Carbon Neutral Portfolio: From Vision to Strategy (Nik Kaestner, Former Director of Sustainability at San Francisco Unified School District), January 2021
3. Decarbonizing Transportation: From Policy to Progress (Terra Curtis and Meghan Weir of Nelson/Nygaard), March 2021
4. Talkin' Trash: Myths and Realities of Recycling and Materials Management (Mark Bowers and Karen Gissibl, Sunnyvale Environmental Services Department), May 2021

Due to the COVID-19 pandemic, all events in FY 2020/21 have been scheduled to be online webinars (via Zoom). All events will be streamed live online via YouTube, and video recordings will be publicly accessible on the City's Sustainability Speaker Series webpage following each event.

The one event completed to date had 71 participants via Zoom and YouTube. The feedback received in follow-up surveys from attendees has been overwhelmingly positive.

#### **EXISTING POLICY**

Implementing the Sustainability Speaker Series is Move 5.D of the 46 "Next Moves" (specific actions) in the City's Climate Action Playbook (CAP), adopted in August 2019.

This Series is also aligned with the Sustainability Commission's duties, which include advising the

Council on ways to drive community awareness, education and participation in best practices.

### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

### **DISCUSSION**

At the November 16, 2020, Sustainability Commission meeting, the Subcommittee presented a proposal for the FY 2021/22 Sustainability Speaker Series. The Commission prioritized the six proposed topics with the understanding that up to four events will be implemented.

The Commission prioritized the topics in the following order (Attachment 2):

1. Home Electrification
2. Health and Adaptation
3. Consumption Emissions
4. Sea Level Rise
5. Water Resiliency (tie)
5. Healthy Community (tie)

The Commission voted unanimously to forward the FY 2021/22 Sustainability Speaker Series Proposal to Council for review and approval (Attachment 3).

### **FISCAL IMPACT**

The Sustainability Speaker Series budget typically covers speaker fees and travel costs, refreshments, video recording, advertising, and staff time for event planning and promotion. All four events of the FY 2020/21 Series; however, were held online and did not accrue these typical costs. It remains to be seen whether the events in FY 2021/22 will be held virtually or in person.

Budget Supplement No. 7 (Attachment 1) funded the first five years of this program through Project 832360. Starting with FY 2021/22, the Series will be funded with Operating Budget funds through the Sustainability Implementation Program (SDP 368.02). The Sustainability Implementation Program budget allocates \$25,000 to cover up to four Series events. Staff will continue to monitor the budget and will work with the Sustainability Commission to ensure that the proposed Series is conducted within the approved budget.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

### **RECOMMENDATION**

Approve the FY 2021/22 Sustainability Speaker Series topics as proposed by the Sustainability Commission, with the provision that the implementation of up to four events will be contingent on speaker availability, staffing resources, and available budget. Staff has collaborated with the Subcommittee during the development of the proposed Series and generally supports the topics selected.



Prepared by: Nupur Hiremath, Environmental Programs Manager  
Reviewed by: Melody Tovar, Regulatory Programs Division Manager  
Reviewed by: Ramana Chinnakotla, Director, Environmental Services Department  
Reviewed by: Teri Silva, Assistant City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Budget Supplement No. 7
2. FY 2021/22 Sustainability Speaker Series Proposal Report from the Sustainability Commission
3. Excerpt from final November 16, 2020 Sustainability Commission Meeting Minutes

**BUDGET SUPPLEMENT NO: 7**

**May 5, 2016**

**SUBJECT: Sustainability Speaker Series**

**BUDGET SUPPLEMENT REQUEST SUMMARY**

Staff recommends a budget supplement in the amount of \$25,000 annually for five years to create and conduct a Sustainability Speaker Series designed to engage and educate Sunnyvale residents and businesses on key issues related to sustainability and climate change.

**BACKGROUND**

The City has adopted a Climate Action Plan which includes a strategy to “increase and retain awareness of sustainability issues” with the goal that “community members are knowledgeable about GHG emissions and are all taking actions to reduce them.” Council had expressed an interest in engaging the Sustainability Commission in ways to enhance the quality of climate action-related communications to the community. The Sustainability Speaker Series will facilitate a key element of the Sustainability Commission’s duties which include advising the Council on ways to drive community awareness, education, and participation in best practices.

**EXISTING POLICY**

**General Plan, Chapter 7, *Environmental Management*, Goal 11-M:**  
Improve Sunnyvale’s air quality and reduce the exposure of its citizens to air pollutants.

**DISCUSSION**

A Sustainability Speaker Series would engage and educate Sunnyvale residents and businesses on key issues related to sustainability and climate change. The proposed funding would support up to four events per year of varying topics identified by the Sustainability Commission. Preliminary research indicates that cost of paid speakers can range from \$5,000 - \$200,000 depending on the notability of the speaker with non-speaker related expenses estimated at approximately \$6,000 per event. Two to four events would be planned allowing for flexibility in allocation of funds for potential paid speakers. Staff would be responsible for logistical support for the events including speaker coordination, venue, oversight and event promotions.

**SERVICE LEVEL IMPACT**

These events would enhance the quality of climate action-related communications to the community.

# 2021-2022 Sustainability Speaker Series Proposal

*Prepared by the Sustainability Commission*  
November 2020

## THEME AND TOPICS

This following proposal from the Sustainability Commission is for the 2021- 2022 Sustainability Speaker Series (FY2022 Series). In line with the current Council Priority for ‘Accelerating Climate Action’, the series informs and inspires residents and businesses on sustainability topics. This proposal for the 5<sup>th</sup> year of the series will be coincident with planning for the 2022 update of the Climate Action Playbook Next Moves. The proposed theme for the next series is “Equity and Resilience”. Events of 2020 brought these issues to the fore and made it clear that our actions to address climate change need to be equitable and build resilience. Equity and social justice issues were highlighted as the nation grappled with the COVID-19 pandemic and witnessed inequalities in society taking a disproportionate toll on low-income Americans, people of color, and others who were already marginalized before the crisis hit. The wildfires very close to home and across California tested our systems and infrastructure and showed us that our actions need to be flexible and adaptive to changing conditions.

The topics proposed in Table 1 below are relevant to residents and businesses in Sunnyvale and are meant to both educate and motivate action. Six topics relating to this theme have been proposed, of which four will be selected. The Sustainability Commission Subcommittee has ranked topics in priority order on November 16, 2020, as shown in the first column of the following table. The table also lists potential event titles, speakers, and a brief description of the topics to be covered. Final speakers and dates will depend on speaker availability and city schedules.

## COSTS

In FY 2020/21, \$27,315 was allocated for four Sustainability Speaker Series events. As all these events are being held virtually, many of the typical costs accrued for the series are not being spent. This includes fees for travel costs, refreshments and staff time for set up and take down of event space. Virtual events accrue cost from staff time, advertising, and speaker fees. The adopted budget for FY21/22 allocates \$25,000 from the Climate Action Playbook projects budget. It remains to be seen if these events will be held in a virtual or in person setting which could result in differences on how the budget is spent.

Table 1: Proposed Topics and speakers

Commission Rank	Topic	Event Title	Speaker	Title / Affiliation	Description
3	Consumption Emissions	The Emissions that You Purchase	Chris Jones	Director, CoolClimate Network /UC Berkeley	For Sunnyvale and many cities like it, the GHGs we emit locally are just the "tip of the iceberg" in terms of our climate impact! Learn about consumption-based emissions: those that mostly occur elsewhere as a result of our buying decisions here. Learn what drives our consumption-based emissions, how equity issues and consumption emissions are linked, and what your choices can do to make a positive impact.
1	Home Electrification	This Old Zero-Emission House: Climate Retrofits on a Limited Budget	Sean Armstrong	Partner and ZNE Design Manager at Redwood Energy	Sunnyvale's existing buildings account for about a third of the city's greenhouse gas emissions. What are the barriers that can keep property owners from retiring polluting appliances, and how can we overcome them? What are highest-impact actions you can take if you're eager to make progress, but you've got a limited budget, or are renting?
5 (tie)	Water Resiliency	Let's Talk Water	Barbara Keegan	District 2 Director, Valley Water	Where does Sunnyvale's water come from? How secure is our future supply considering the impacts of climate change like drought and reduced snowpack? Are there threats to water quality? How is Valley Water partnering with Sunnyvale to protect against storm related flooding? What technologies are coming for water recycling? What is 'Net Zero Water' and how can residents and businesses work towards achieving it? What roles do rainwater harvesting, graywater and onsite recycling play?

Commission Rank	Topic	Event Title	Speaker	Title / Affiliation	Description
5 (tie)	Healthy Community	The Nature Fix	Florence Williams (or other)	Author of <u>The Nature Fix</u>	Research has shown that spending time in nature improves our mental and physical health. Likewise, lack of access to nature can result in sub-optimal health. In some cities historical biases have exacerbated inequities in access to nature and increased the heat island effect. What's the status of Sunnyvale's Urban Forest? How much will trees help the city reduce greenhouse gases? What successes have other cities had in implementing nature-based resilience solutions?
4	Sea Level Rise	Who Pays When the Water Comes?	Jeff Goodell or  Jeremy Lowe or  Will Travis	Author of <u>The Water Will Come</u>  Senior Scientist at SFEI,  Former Exec. Director, BCDC	Some amount of sea level rise is expected, but how much is uncertain. Projections of 'several feet in the coming century' are only increasing as meaningful emissions reductions globally are delayed. How we navigate these 'uncharted waters' will matter. What are our options in terms of infrastructure, natural barriers, ecosystem services, financing, land use, and city services? How much will it cost and who pays? How can we build in equitable and resilient solutions?
2	Health and Adaptation	Well-adjusted: How to stay sane and healthy in a changing climate	TBD		Our climate is already changing and impacting our lives and our health. We have all experienced wildfire smoke creating unhealthy air quality, drought, and extreme heat events. We have seen flooding and wildfire destruction of forests and homes nearby. What are some strategies we can take personally, and in our city to adapt to these changes and protect our mental and physical health?

## SCHEDULING

Four events will be spaced approximately every two to three months, coordinated by staff in consideration of speaker availability, staff time, budget, and other City events.

## VENUE

The events held since January 2020 have been held in a virtual online environment due to the pandemic. Experience gained in hosting these events will allow flexibility for future events if, for whatever reason, an in-person event is not feasible. Online events allow more people to attend since seating capacity is not limited. When a return to in-person events is deemed safe, the Council Chambers is a first choice of venues because it allows for live broadcast on K-SUN TV as well as recording for later viewing. Other venues including the Sunnyvale Community Theater (capacity 200) and the Community Center Ballroom (capacity 300) are considered when a larger audience is expected. Refreshments will be provided at in-person events with a zero-waste goal.

## PUBLICITY

The promotion and marketing of events will be similar to past series. It will include social media, email blasts, Sunnyvale Sun ads, and flyers posted at community businesses. With longer advance notice, the event notices could be printed in *Horizon*. Additional avenues for outreach to local schools, colleges and universities as well as the business/tech community should also be used.

## VIDEO RECORDINGS

Each event will be videotaped and made available on the Community TV channel as well as on the City's Sustainability website. If the venue is other than online or City Hall, some funding and coordination is needed for video recording services. If a particular speaker does not allow recording/posting of their talk, a summary of the key points will be written and posted online.

## COMMUNITY FEEDBACK

Evaluation surveys will be administered, as done in past series, to collect feedback from attendees on the event experience, identify improvements, and gather suggestions for future topics and speakers.

## HISTORY

For context, Table 2. below summarizes the history of prior events and those remaining in the 2020-2021 Sustainability Speaker's Series. The 2018-2019 series marks the shift between calendar year and fiscal year planning to align with Sunnyvale's budgeting fiscal year.

Table 2: Sustainability Speaker Series Event History since inception

Series Year	Title	Speaker	Date	General Topic
2017	Electrifying! Beyond Fossil Fuels in Homes and Businesses	Pierre Delforge	May 31, 2017	Buildings
	Electrifying Our Transportation System	Rod Diridon, Sr.	Aug. 2, 2017	Transportation
	Zero Waste Home	Bea Johnson	Aug. 30, 2017	Waste
2018	Drawdown: 100 Substantive Solutions to Global Warming	Chad Frischmann	Jan. 31, 2018	Climate Solutions
	Hidden in Plain Bite	Katie Cantrell	May 16, 2018	Food
	The Power of Stuff	Annie Leonard	Sept. 26, 2018	Consumption of Resources
	Home Energy: Taking Charge! Panel Discussion	Tom Kabat, Doug Kunz, Dave Edwards, Steve Schmidt, Marianna Grossman	Oct. 25, 2018	Home Energy
2019 <small>(added to 2018 series)</small>	Climate, Energy & Food: A Recipe for Action	Dr. Eugene Cordero	May 22, 2019	Carbon Footprint
FY 2019-2020	Electric Cars Demystified	Jane Rosten, Marc Geller, Jim Barbera	Nov. 9, 2019	EV Transportation
	California's Rise to Water Resilience: What will it take?	Felicia Marcus	Jan. 29, 2020	Water
	Less Traffic, Better Places: How do we get there?	Patrick Siegman	Mar. 11, 2020	Transportation
FY 2020-2021	California's Equitable Carbon Neutral Future	Jarod Blumenfeld Secretary of California EPA	Dec. 3, 2020	Adaptation and CA Climate Policy
	Sustainability goes to School	Nik Kaestner, Director of Sustainability at San Francisco Unified School District	Jan. 30, 2021	Decarbonizing Buildings
	What Moves You - Active, Shared and Electric Transportation	Terra Curtis & Meghan Weir Principals at <a href="#">Nelson/Nygaard</a>	March 17, 2021	Decarbonizing Transportation
	Recycling – Beyond the Triangle	Mark Bowers Former Sunnyvale Solid Waste Programs Division Manager	May 19, 2021	Managing Resources Sustainably

Chair Wickham closed the public hearing.

Commissioner Paton moved, and Commissioner Srinivasan seconded, a motion to approve the Draft 2021 Annual Master Annual Work Plan, as amended. The motion carried by the following vote:

**Yes:** 7 - Chair Wickham  
Vice Chair Kunz  
Commissioner Joesten  
Commissioner Padgett  
Commissioner Paton  
Commissioner Srinivasan  
Commissioner Veitch

**No:** 0

[20-0965](#) Discussion of Effectiveness of Commission Meetings

Commissioners discussed challenges and potential approaches that could improve the effectiveness of Boards and Commissions. Key suggestions for improvement included: (1) defining a process for addressing time-sensitive topics not contemplated in the Commission's Work Plan; (2) improving the Study Issue process; (3) clarifying a mechanism to provide input on non-Study Issue items, such as the Climate Action Playbook's Game Plan; (4) enhancing opportunities for public participation in Commission meetings, including consideration of virtual participation opportunities for the public and Commissioners; and (5) allowing longer review time for content-heavy agenda packets. These suggestions will be conveyed by Chair Wickham and Vice Chair Kunz to City Council at the 2020 Board and Commission Chair and Vice Chair Study Session on November 17, 2020.

[20-0967](#) Draft Proposal for FY 2021/22 Sustainability Speaker Series

The Sustainability Speaker Series Subcommittee, composed of Chair Wickham, Vice Chair Kunz, and Commissioner Padgett, presented the Draft FY 2021/22 Sustainability Speaker Series Proposal. The theme for this Series is "Equity and Resilience," and includes the following six proposed topics, for up to four events to be hosted in FY2021/22: (1) Consumption Emissions; (2) Home Electrification; (3) Water Resiliency; (4) Healthy Community; (5) Sea Level Rise; and (6) Health and Adaptation. The Subcommittee also presented potential speakers for each topic and introductory text for inclusion in the Subcommittee's report. The Commission discussed the pros and cons of each topic and Commissioner Veitch suggested additional speakers for topic (6) Health and Adaptation. Each Commissioner



individually proposed an initial ranking of the topics, with the understanding that this selection could change depending on speaker availability.

Staff tabulated the individual rankings and provided the following ranked list of topics:

(1) Home Electrification; (2) Health and Adaptation; (3) Consumption Emissions; (4) Sea Level Rise; (5) Water Resiliency and Healthy Communities (tied).

Commissioner Paton moved, and Commissioner Joesten seconded, a motion to approve the FY 2021/22 Sustainability Speaker Series topics as prioritized and to incorporate the introductory text from slide 4 of the presentation into the Subcommittee's report. The motion carried by the following vote:

**Yes:** 7 - Chair Wickham  
Vice Chair Kunz  
Commissioner Joesten  
Commissioner Padgett  
Commissioner Paton  
Commissioner Srinivasan  
Commissioner Veitch

**No:** 0

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

No new Study Issues were submitted for 2021. The Commission will rank Study Issues in January 2021, which will include three Study Issues returning from previous years.

#### **NON-AGENDA ITEMS & COMMENTS**

##### **-Commissioner Comments**

Vice Chair Kunz commended staff, City Council and the community for the ongoing work on Reach Codes, which were presented to Council in October 2020. He also highlighted the key components of Silicon Valley Clean Energy's (SVCE) recently adopted Building Decarbonization Joint Action Plan.

Commissioner Srinivasan thanked the Environmental Services Department for their presentation to the Ortega Park Neighborhood Association.

Commissioner Veitch shared that Santa Clara County Office of Sustainability and City of Sunnyvale are collaborating to host the Bay Area Regional Energy Network



# City of Sunnyvale

## Agenda Item

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21-0291

Agenda Date: 2/23/2021

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### REPORT TO COUNCIL

#### **SUBJECT**

Approve NOVA as Adult and Dislocated Worker Career Services Provider at Sunnyvale Job Center and Operator for NOVA Workforce Development Area

#### **BACKGROUND**

The State, under the direction of the federal Workforce Innovation and Opportunity Act (WIOA), requires that a local board or administrative entity submit two separate and distinct applications to serve as an Adult and Dislocated Worker Career Services Provider at the America's Job Center of California (AJCC) locations and to be an AJCC Operator, as they are two different functions.

The State issued guidance relative to the selection of the Adult and Dislocated Worker Career Services Providers at the America's Job Center of California (AJCC) locations. The roles and responsibilities of the Career Services Provider are to directly provide basic career services to job seekers that include intake, orientation, assessments and employment services; individualized career services including case management and individual employment plans; and managing the day-to-day procedures of the AJCC job center. A local board or administrative entity (NOVA) has the flexibility to provide services itself with the approval of the Workforce Board (NOVA Workforce Board), Chief Elected Official (Sunnyvale City Council) and the Governor. While encouraged, competitive procurement of this service is not required. In 2017, the Council approved of NOVA's application to serve as the Career Services Provider for the NOVA Job Center in Sunnyvale at its February 28, 2017 meeting, which was later approved by the State. In 2021, State Directive WSD19-13 requests that local boards or administrative entities reapply to serve as a Career Services Provider.

The State also issued guidance relative to the selection of the AJCC Operator for the local workforce development areas. The roles and responsibilities of the AJCC Operator include coordinating service delivery of required AJCC partners and service providers; and ensuring the implementation of partner responsibilities and contributions agreed upon in the WIOA Memorandum of Understanding. A local board or administrative entity (NOVA) may serve as the AJCC Operator with the approval of the Workforce Board (NOVA Workforce Board), Chief Elected Official (Sunnyvale City Council) and the Governor. While the intent of the State and WIOA is to competitively procure the AJCC Operator, the Uniform Guidance allows for instances in which alternative procurement methods may be permitted that include sole source procurement. In 2018, the Council approved of NOVA's application to serve as the AJCC Operator for the NOVA workforce development area through sole source procurement at its June 26, 2018 meeting, which was later approved by the State. In 2021, State Directive WSD19-13 requests that organizations, who were approved to be an AJCC Operator through sole source procurement, reapply to serve as the AJCC Operator.

#### **EXISTING POLICY**

Council Policy 5.1.1: Socio-Economic - Goals and Policies: Education and Training Goal 5.1F:

Provide job training and employment services, within constraints of operative Federal regulations and available Federal funding, to address the locally-determined employment and training needs of economically disadvantaged residents and others with special needs.

## **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

## **DISCUSSION**

### **NOVA as Adult and Dislocated Worker Career Services Provider**

In response to State Directive WSD19-13, NOVA will be submitting an application (Attachment 1) to the State to continue to serve as the AJCC Adult and Dislocated Worker Career Services Provider at the NOVA Job Center in Sunnyvale. It intends to continue to solicit proposals for career services in San Mateo County through a competitive procurement process.

There are several factors that guided NOVA’s decision to reapply to be an Adult and Dislocated Worker Career Services Provider at the NOVA Job Center in Sunnyvale:

- 1) **Demonstrated Experience:** NOVA has over thirty-five years of demonstrated experience and expertise directly providing the highest quality and most beneficial mix of adult and dislocated worker career services at the NOVA Job Center in Sunnyvale to Silicon Valley’s residents and employers.
- 2) **Effectiveness and Accountability:** NOVA has consistently met and exceeded its performance measures in delivering exceptional career services to adults and dislocated workers. It has routinely received high scores in all of its customer satisfaction surveys in the services it provides to customers and the unique approach and customer service it deploys to deliver these services.
- 3) **Efficiencies:** NOVA utilizes the integrated service delivery model that enables NOVA to serve more customers. This differs from other workforce areas and providers that apply the case management model and serve fewer customers. The result is NOVA’s cost per customer is significantly lower than other workforce areas. In addition, funding is prudently expended; NOVA has never had any disallowed costs.
- 4) **Administrative and Fiscal Oversight:** The Council serves as the Chief Elected Official for the NOVA consortium, with the City serving as the administrative and fiscal agent for NOVA. The City’s fiscal structure is highly regarded throughout the state and nation and has won awards for its innovative and forward-looking approach to municipal finances. The NOVA Workforce Board, distinguished by the State as a high performing board, in partnership with the City, performs effective monitoring and evaluation according to WIOA and an agreement between the City and the Board. Conflict of interest codes and policies and necessary firewalls ensure the highest degree of exemplary oversight, with extensive internal checks and balances.
- 5) **City Policy:** The NOVA Job Center in Sunnyvale is staffed by City employees. The Council Policy Manual 7.3.6 established guidelines for considering alternative methods for service delivery according to superior service value and defines superior service value as better service at lower cost; better service at equal cost; or equal service at lower cost. In order to factor in the intangible benefit of providing services by City staff (the vested interest of employees working directly for the City, the speedier response to City concerns, direct control of employees, etc.), as well as an added cost of delivering services by contract (contract

administration), the cost or service differential for an outsider bidder should exceed 10% in order to meet the test of superior value. Given NOVA's superior services provided at a significantly lower cost than comparable entities, the prudent decision is for NOVA to continue to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale.

#### NOVA as the AJCC Operator

In response to State Directive WSD19-13, NOVA will be submitting an application (Attachment 2) to continue to serve at the AJCC Operator for the NOVA workforce development area through sole source procurement. NOVA proposes to coordinate the service-delivery activities of the AJCC required partners and service providers by convening and facilitating quarterly partner meetings to ensure effective delivery of services to shared customers. In addition, it will build relationships and serve as a hub for information sharing across partners to promote cohesiveness and continuity.

There are several factors that guided NOVA's decision to reapply to serve as the AJCC Operator for the NOVA workforce development area through sole source procurement:

- 1) **Insufficient Qualified Sources:** In the high-cost environment of Silicon Valley with low unemployment and poverty resulting in low WIOA formula funding allocations for the NOVA workforce development area, the pool of potential organizations interested in bidding on the small amount of funding that is available for the AJCC Operator service (approximately \$15,000) would be relatively small and insufficient for a competitive procurement. In addition, organizations often have difficulty understanding WIOA mandates that govern the local workforce development system and its partner agencies, which often discourages potential bidders from applying to operate WIOA-funded services. It would also require a steep learning curve to effectively perform identified responsibilities. This was demonstrated during a previous competitive procurement process for the AJCC Operator services that had to be repeated twice. There are insufficient qualified sources to provide AJCC Operator activities and, as such, NOVA is applying to continue to serve as the AJCC Operator through sole source procurement.
- 2) **Performance:** NOVA has over thirty-five years of demonstrated experience and expertise meeting and exceeding its WIOA performance measures and regularly achieves high scores in all of its customer satisfaction surveys. It also works closely with and encourages active participation of all sectors in the community in the provision of such services. Serving as the current AJCC Operator, NOVA successfully worked with the AJCC partner agencies in identifying an effective referral process for making customer referrals to other programs and services; launched an extensive training program to train partners on each other's programs and eligibility requirements and online job search tools; problem-solved issues of shared concern; and designed a new website customized for AJCC partners that contains a vast array of workforce development resources. NOVA has also built effective working relationships among partners through regular networking meetings (held remotely during the pandemic) and by serving as an important portal for information sharing and conflict-resolution. NOVA is knowledgeable of and complies with WIOA and other local, state and federal policies and regulations. It is accountable to its customers, partners, NOVA Workforce Board, City of Sunnyvale, and funders. It is doubtful that any organization could come close to providing this level of quality services and achieve these same efficiencies.

NOVA is the only provider that can serve as the AJCC Operator who possesses a thorough knowledge of WIOA and the local service-delivery system and effective relationships with the AJCC partner community demonstrated through letters of support included in the application. Additionally, NOVA has an established administrative structure to ensure internal controls and standards, enforcement of conflict of interest codes, and necessary firewalls to maintain integrity and accountability in providing this service.

At its January 27, 2021 meeting, the NOVA Workforce Board approved of NOVA as the adult and dislocated worker career services provider for the NOVA Job Center in Sunnyvale and the AJCC Operator for the NOVA workforce development area.

**FISCAL IMPACT**

No fiscal impact.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**RECOMMENDATION**

Approve NOVA as the Adult and Dislocated Worker Career Services Provider at the Sunnyvale Job Center and Operator for the NOVA workforce development area.

Prepared by: Eileen Stanly, Analyst, NOVA Workforce Services  
Reviewed by: Kris Stadelman, Director, NOVA Workforce Services  
Reviewed by: Jaqui Guzmán, Deputy City Manager  
Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Application: Request for Approval for America's Job Center of California Adult and Dislocated Worker Career Services Provider
2. Application: Request for Approval for America's Job Center of California Operator



# **Request for Approval**

## **America's Job Center of California<sup>SM</sup>**

### **Adult and Dislocated Worker Career Services Provider**

**Local Workforce Development Board**

**NOVA Workforce Board**

**Local Workforce Development Area**

**NOVA Workforce Development Area**

*The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.*

The *Workforce Innovation and Opportunity Act* (WIOA) allows Local Workforce Development Boards (Local Board) to be an Adult and Dislocated Worker Career Services Provider with the agreement of the Chief Elected Official (CEO) and the Governor.

This application will serve as the Local Board's or administrative entity's request for Governor Approval to be an Adult and Dislocated Worker Career Services Provider within a Local Workforce Development Area (Local Area) under WIOA. The application must be submitted to the California Workforce Development Board (CWDB) by March 1, 2021, through one of the following methods:

**Email:** [CWDBPolicyUnit@cwdb.ca.gov](mailto:CWDBPolicyUnit@cwdb.ca.gov)  
**Subject line:** Career Services Provider Application

If the CWDB determines the request is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your [Regional Advisor](#) for technical assistance or questions related to completing and submitting this request.

NOVA Workforce Board

Name of Local Board

505 West Olive Avenue, Suite 550

Mailing Address

Sunnyvale, CA

94086

City, State

Zip

Kris Stadelman

Contact Person

(408) 730-7233

Contact Person's Phone Number

March 1, 2021

Date of Submission

## **Request for Approval Adult and Dislocated Worker Career Services Provider**

### **Local Chief Elected Official Statement**

A Local Board or administrative entity that seeks approval to be an Adult and Dislocated Worker Career Services Provider within an America's Job Center of California<sup>SM</sup> must provide a statement from the local CEO indicating his/her request as well as responses to the following questions.

Please provide responses to the following items on a separate document: **Please refer to Attachment A.**

1. What factors guided the Local Board's or administrative entity's decision to submit this application to be an Adult and Dislocated Worker Career Services Provider within the Local Area?
2. How would participants be better served by the Local Board or administrative entity acting in this role rather than through the awarding of contracts?
3. Describe the Basic and Individualized Career Services the Local Board or administrative entity will provide as well as their past experience providing these services.
4. Provide the Local Area's performance outcomes for each of the last two Program Years (PY 18-19 and 19-20) and evidence that the Local Board or administrative entity is qualified to provide Adult and Dislocated Worker Career Services, including testimonials that speak to the effectiveness and efficiency with which the Local Board or administrative entity has provided or can provide those services.
5. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved the request in a public meeting.
6. Attach documentation of internal controls, conflict of interest, and firewall policies.



## Signature Page

By signing below, the local CEO and Local Board chair request approval from the Governor to be an Adult and Dislocated Worker Career Services Provider. Each party certifies that this application submission was reviewed and demonstrates that the Local Board or administrative entity will meet all the requirements as an Adult and Dislocated Worker Career Services Provider under WIOA law and regulations.

### Local Workforce Development Board Chair

---

Signature

---

Jennifer Morrill

Name

---

NOVA Workforce Board Co-Chairperson

Title

---

Date

### Local Workforce Development Board Chair

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Signature

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Andy Switky

Name

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NOVA Workforce Board Co-Chairperson

Title

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Date

### Local Chief Elected Official

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Signature

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Honorable Larry Klein

Name

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Mayor, City of Sunnyvale

Title

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Date

## Attachment A

### 1. What factors guided the Local Board's or administrative entity's decision to submit this application to be an Adult and Dislocated Worker Career Services Provider within the Local Area?

NOVA, an administrative entity, is seeking approval to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale. (Workforce Innovation and Opportunity Act-funded services in San Mateo County, part of the NOVA workforce development area, are contracted out through a competitive procurement process.) There are several factors that guided NOVA's decision to apply to be an Adult and Dislocated Worker Career Services Provider within the NOVA workforce development area:

- 1) **Demonstrated Experience:** NOVA has over thirty-five years of demonstrated experience and expertise directly providing award-winning adult and dislocated worker career services at the NOVA Job Center in Sunnyvale to Silicon Valley's residents and employers. NOVA offers effective workforce development services that provide the most beneficial mix to all eligible residents and employers of the local workforce area and serves as a catalyst for active participation of all sectors in the community in the provision of such services. In 2015, NOVA's long-standing reputation for excellence resulted in San Mateo County asking to join the NOVA now eight-jurisdiction consortium.
- 2) **Effectiveness and Accountability:** NOVA has consistently met and exceeded its performance measures in delivering quality career services to adults and dislocated workers in the NOVA workforce development area. It has routinely received high scores in all of its customer satisfaction surveys in the services it provides to customers and the unique approach and customer service it deploys to deliver these services. By continuing to directly operate adult and dislocated worker career services, NOVA will be able to stay connected with the service-delivery system and abreast of the customers' changing needs that will better inform its decision-making and further build on its expertise, effectiveness and contributions to the local workforce development community. NOVA complies with all local, state and federal policies and regulations and is accountable to its customers, partners, NOVA Workforce Board, City of Sunnyvale, and its funders.
- 3) **Efficiencies:** NOVA utilizes the integrated service delivery model that enables NOVA to serve more customers. This differs from other workforce areas and providers that apply the case management model and serve fewer customers. The result is NOVA's cost per customer is significantly lower than other workforce areas. For example, based on the number of participants served and WIOA formula funding allocations for adults and dislocated workers for Program Year 2018-19, NOVA's cost per enrolled adult and dislocated worker was \$707 and \$952, respectively, compared to two neighboring workforce areas that were \$1,960 and \$3,153 per adult and dislocated worker,

respectively, and \$1,454 and \$5,268 per adult and dislocated worker, respectively. The cost per enrolled adult and dislocated worker for the State of California was \$1,513 and \$2,763, respectively. Funding is also prudently expended according to regulatory requirements; NOVA has never had any disallowed costs in its over thirty-five year history. It is doubtful that any organization could come close to providing this level of quality services and achieve the same efficiencies that NOVA has achieved.

- 4) **Administrative and Fiscal Oversight:** The Sunnyvale City Council serves as the Chief Elected Official for the NOVA consortium, with the City of Sunnyvale serving as the administrative and fiscal agent for NOVA. The City's fiscal structure is highly regarded throughout the state and nation and has won awards for its innovative and forward-looking approach to municipal finances. The Government Finance Officers Association of the United States and Canada administers the Certificate of Achievement for Excellence in Financial Reporting, which awards local governments who go beyond the minimum requirements of generally accepted accounting principles. The City of Sunnyvale has been a long-time participant in the certificate program and has received the award for thirty-four consecutive years. The City has also received the Distinguished Budget Presentation Award for thirty-one consecutive years. The NOVA Workforce Board, designated by the California Workforce Development Board as a high performing board, serves as the governing board for NOVA. In partnership with the City of Sunnyvale, the Board performs effective monitoring and evaluation of NOVA's services as defined under WIOA and through a written agreement between the City of Sunnyvale and NOVA Workforce Board. This administrative structure ensures internal controls and standards, enforcement of conflict of interest codes and policies, and necessary firewalls to uphold the highest integrity in the administration of NOVA's services. NOVA is one of very few organizations that have in place this high degree of exemplary oversight, with extensive internal checks and balances.
- 5) **City of Sunnyvale (Chief Elected Official) Policy:** The NOVA Job Center in Sunnyvale is staffed by City of Sunnyvale employees. The Sunnyvale City Council Policy Manual 7.3.6 establishes guidelines for considering alternative methods of service delivery according to superior service value and defines superior service value as better service at lower cost; better service at equal cost; or equal service at lower cost. In order to factor in the intangible benefit of providing services by City staff (the vested interest of employees working directly for the City, the speedier response to City concerns, direct control of employees, etc.), as well as an added cost of delivering services by contract (contract administration), the cost or service differential for an outsider bidder should exceed 10% in order to meet the test of superior value. Given NOVA's superior services provided at a significantly lower cost than comparable entities, the prudent decision is for NOVA to continue to directly provide adult and dislocated worker career services at the NOVA Job Center in Sunnyvale.

**2. How would participants be better served by the Local Board or administrative entity acting in this role rather than through the awarding of contracts?**

In this region, it would be difficult to find another administrative entity like NOVA with the track record of delivering quality services, achieving performance measures, winning competitive funding, possessing deep knowledge of the local labor market, enjoying a history of extensive collaboration with local partners and stakeholders, and exhibiting prudent efficiencies that NOVA has demonstrated over many years. In addition, in the high cost environment of Silicon Valley, with low unemployment and poverty resulting in low WIOA formula funding allocations, the pool of potential contract providers interested in bidding would be relatively small. Moreover, multi-purpose community-based organizations often have difficulty meeting the complex requirements for documenting eligibility, services and spending, stipulated under the federal Workforce Innovation and Opportunity Act (WIOA). Finally, out-of-area organizations have a steep learning curve when it comes to the local economy, local need and the high cost of space and staff. The lack of familiarity with the unique Silicon Valley economy, which requires adapting to rapid and continuous churn, would constitute a high barrier to performance and require a minimum of two years to ramp up to full operational capacity. Given the upheaval and devastation that unemployment can bring, customers don't have time to wait two years to get the help that they need to reenter the job market. During the last round of procurement in San Mateo County, there were only three bids, two from out of the area. Despite these challenges, the services in San Mateo County will continue to be procured to support continuity and provider mix in the system.

**3. Describe the Basic and Individualized Career Services the Local Board or administrative entity will provide as well as their past experience providing these services.**

NOVA has provided adult and dislocated worker career services for over three decades. During the 2018-19 fiscal year prior to the pandemic, the NOVA Job Center in Sunnyvale received on average over 140 customer visits a day and provided a total of 43,611 services over the course of the year. NOVA offers the full portfolio of career services required under WIOA that includes, but is not limited to: eligibility determination; outreach, intake and orientation to the services available; comprehensive and customized assessment of skill levels including literacy, numeracy, English language proficiency, aptitudes, abilities and support service needs; a wide range of targeted and effective job search workshops; individual career advising and planning; individual employment plan development; labor market intelligence about in-demand occupations and industries, as well as non-traditional employment; short-term prevocational services; internships and work experiences linked to careers; performance and program cost information for eligible providers of training services; financial aid information; follow-up services; information about, warm handoff to and coordination with other programs and services including Unemployment Insurance claims; and business services for employers targeting recruitment, layoff assistance and aversion, labor market trends, resources about employee management and regulations, job fairs and sector partnerships.

In addition, NOVA offers innovative approaches to career services that aligns with the technology-driven economy and community that NOVA serves, including online career navigational tools, online *MyPlan* job search plan recognized by the Brookings Institution as a promising practice in the COVID-19 recovery efforts, online job board for employers to post employment opportunities in real-time and for job seekers to match their skills with available job requirements, training in profile development and job search tools on LinkedIn, adaptive computer equipment for persons with disabilities, and career networking through its nationally recognized ProMatch program for job seekers from the professional fields. NOVA has also spearheaded sector-driven initiatives in collaboration with business, education, and organized labor to target emerging demand-driven opportunities for job seekers in technology, advanced transportation, construction, and green careers. In addition, it has launched special projects and partnerships assisting the long-term unemployed, disadvantaged workers and persons with disabilities. NOVA is a founding member of Opening Doors Bay Area, a coalition of nine companies and five workforce agencies in the San Francisco Bay Area, dedicated to expanding employment opportunities for individuals with disabilities. Opening Doors was recognized by the U.S. Conference of Mayors and the U.S. Department of Labor in a publication that spotlighted best practices in serving people with disabilities. In addition, NOVA has partnered with the Stanford Neurodiversity Project Consortium on Autism Employment, the statewide Neurodiversity Career Pathway Council, among others to connect talented persons on the autism spectrum with employment opportunities that match their skills.

During the pandemic, this innovative spirit was invaluable as NOVA seized upon this unprecedented time and reinvented its entire career services to a virtual platform, in order to ensure that customers received the services that they needed in a safe environment for both customers and staff. New technology was utilized to deliver career advising appointments, workshops and webinars to a remote audience. NOVA's curriculum, previously offered in person, required revamping that resulted in more condensed, streamlined sessions. The menu of offerings was also enhanced to include topics tailored to the current economic climate, such as Positivity, Working in a Virtual World, Communications Essentials, remote job interviewing, and Zoom videoconferencing tutorials. In addition, ProMatch pivoted to an online format. Given the positive feedback from customers and the greater efficiencies that a virtual platform has provided, NOVA expects to continue to offer this model, as well as in-person programming using a hybrid approach when the pandemic concludes.

**4. Provide the Local Area's performance outcomes for each of the last two Program Years (PY 18-19 and 19-20) and evidence that the Local Board or administrative entity is qualified to provide Adult and Dislocated Worker Career Services, including testimonials that speak to the effectiveness and efficiency with which the Local Board or administrative entity has provided or can provide those services.**

NOVA has exhibited exemplary success in its performance outcomes for PY 18-19 and PY 19-20, as indicated in the following performance outcomes chart:

Measure	PY 2018-19 Actuals	PY 2018-19 Goals	PY 2019-20 Actuals	PY 2019-20 Goals
<b>Adult</b>				
Employment Rate 2 <sup>nd</sup> Quarter After Exit	59.3%	58.0%	57.6%	59.0%
Employment Rate 4 <sup>th</sup> Quarter After Exit	60.4%	59.0%	60.5%	59.5%
Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$9,841	\$7,200	\$9,451	\$7,400
Credential Attainment 4 <sup>th</sup> Quarter After Exit	65.8%	62.0%	66.7%	65.0%
Measurable Skill Gains	15.7%	Baseline	34.8%	Baseline
<b>Dislocated Worker</b>				
Employment Rate 2 <sup>nd</sup> Quarter After Exit	66.3%	64.0%	66.0%	66.0%
Employment Rate 4 <sup>th</sup> Quarter After Exit	71.9%	61.0%	68.5%	63.0%
Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$19,333	\$13,500	\$20,833	\$15,750
Credential Attainment 4 <sup>th</sup> Quarter After Exit	67.9%	62.0%	66.3%	65.0%
Measurable Skill Gains	47.9%	Baseline	34.5%	Baseline
<b>Youth</b>				
Employment Rate 2 <sup>nd</sup> Quarter After Exit	80.2%	65.4%	80.4%	66.9%
Employment Rate 4 <sup>th</sup> Quarter After Exit	78.9%	66.0%	81.0%	67.5%
Median Earnings 2 <sup>nd</sup> Quarter After Exit	\$4,700	Baseline	\$5,698	Baseline
Credential Attainment 4 <sup>th</sup> Quarter After Exit	86.8%	60.0%	84.9%	62.0%
Measurable Skill Gains	38.5%	Baseline	50.7%	Baseline

NOVA is qualified to provide innovative, effective and efficient career services to adults and dislocated workers in this community as evidenced by its exceptional track record in providing these services for over thirty-five years. Customers have consistently rated NOVA as an outstanding program. This past year, through the NOVA Job Center customer satisfaction survey that is distributed twice a year to all customers: 97% of respondents were satisfied with the quality of services accessed through the Job Center; 97% were satisfied with the quality of customer service; 91% were satisfied with the availability/accessibility of career advisors; and 99% would recommend the NOVA Job Center to family and friends. Attachment A-1 provides customer testimonials and further evidence of NOVA's effectiveness and efficiency in providing career services, assisting job seekers find employment and employers obtain the right talent to succeed.

**5. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved the request in a public meeting.**

Please refer to Attachment A-2.

**6. Attach documentation of internal controls, conflict of interest, and firewall policies.**

The Sunnyvale City Council serves as the Chief Elected Official (CEO) for the NOVA eight-jurisdiction consortium, with the City of Sunnyvale serving as the administrative and fiscal agent for NOVA. The NOVA Workforce Board serves as the governing board for NOVA, with the roles and responsibilities stipulated under WIOA. NOVA is jointly governed by the NOVA Workforce Board and the Sunnyvale City Council (CEO), with established internal controls, firewalls and agreements that further delineate roles and responsibilities. Even within the NOVA organization, staff roles, responsibilities and reporting hierarchy are clearly defined according to oversight, operations (fiscal, audit, monitoring), and service-delivery (job seeker and employer services) to ensure objectivity and accountability.

In order to ratify these internal controls, conflict of interest compliance and firewalls, written agreements have been established between the Sunnyvale City Council, acting as the Chief Elected Official (CEO), and the NOVA Workforce Board (WB/CEO Agreement) and between the eight jurisdictions that comprise the NOVA Job Training Consortium through a Joint Powers Agreement (JPA). These agreements together with the City of Sunnyvale Conflict of Interest Code and financial disclosure requirements, NOVA Workforce Board Conflict of Interest Code and financial disclosure requirements, NOVA Board Bylaws, and Standard of Conduct constitute the essential checks and balances and firewalls.

The JPA is an agreement between the eight jurisdictions that comprise the NOVA consortium and include the cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara and Sunnyvale and the County of San Mateo. The JPA designates the City of Sunnyvale with the authority to administer NOVA Workforce Services (serving in the capacity of CEO), on behalf of the eight jurisdictions, with responsibilities that include: subgrant recipient; develop procedures

for governance, planning, operation, assessment and fiscal management of the one-stop service-delivery system; and evaluate program performance based on measurable outcomes and customer satisfaction and determine resulting needs and reallocation of resources. NOVA is a department of the City of Sunnyvale, under the direction of the City Manager. The City of Sunnyvale has an established Conflict of Interest Code and requires annual financial disclosure statements (Form 700) from key staff to be filed with the County.

The WB/CEO Agreement delineates the roles and responsibilities between the Sunnyvale City Council as the CEO and the NOVA Workforce Board as stipulated by WIOA. It is the joint authority and responsibilities of the City and the NOVA Board to ensure effective programs and to stimulate active, effective participation of all sectors of the community. The City's responsibilities pertinent to internal controls/firewalls include: serving as grant recipient and administrative entity, Chief Elected Official, appointing NOVA Board members, providing the appropriate level of staff support to the Board, and carrying out all administrative functions necessary to ensure sound management of programs and program funds. The NOVA Board's responsibilities pertinent to internal controls/firewalls include: selecting a one-stop operator(s) with the agreement of the Sunnyvale City Council, annually reviewing the operations and, when warranted, terminating for cause the eligibility of such operator(s); evaluating proposals submitted to the NOVA WB for funding and selecting service providers, with the agreement of the City, consistent with its adopted criteria; and annually evaluating effectiveness of programs funded by the Workforce Development Area, based on negotiated performance measures, and the performance of the Workforce Development Area itself.

The NOVA Workforce Board Bylaws operationalizes the duties of the board including the development of standards, measurement of effectiveness, oversight of revenues, expenditures and success, and conduct at meetings. In addition, the Board has an established Standard of Conduct and Conflict of Interest Code that prohibits any member from voting on any issue that could be perceived as creating any conflict of interest and also requires annual financial disclosure statements (Form 700) to be filed with the County.

To review the entire documents, please visit the following links:

NOVA Consortium Joint Powers Agreement: <https://novaworks.org/documents/2023q1/SignedJPAAllJurisdictions2.pdf>

City of Sunnyvale Conflict of Interest Code: <https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?BlobID=23182>

NOVA Board/City of Sunnyvale WB/CEO Agreement: <https://novaworks.org/documents/2023q1/WB-CLEOAgreement.pdf>

NOVA Board Bylaws: <https://novaworks.org/documents/2023q1/BoardBylaws.pdf>

NOVA Board Conflict of Interest Code: <https://novaworks.org/documents/2023q1/NOVACOI.pdf>

NOVA Board Standard of Conduct: <https://novaworks.org/documents/2023q1/WBstandardofconduct.pdf>



## Attachment A-1

### Customer Testimonials

#### Job Seekers:

*"Extremely helpful individuals. I felt 100% supported, and have found a job courtesy of the help I received."*

*"Everyone was very professional and willing to help, support and encourage."*

*"Without this service, things would be dismal. It is vital to have an experienced and interested sounding board and someone who has great suggestions and to support."*

*"The staff at Nova is top notch. They are always very friendly and helpful to me."*

*"Especially considering all the COVID backdrop, they have been very responsive!"*

*"I was always greeted and assisted in a very quick manner and the staff was always very kind and helpful."*

*"I never had a problem getting an appointment when I needed one."*

*"The entire staff at NOVA are amazing. They understand the situation of the job seekers and the tough times we are going through when we lose our jobs/not happy with our current job."*

*"They picked my resume apart mercilessly and improved it vastly."*

*"[Because of NOVA] I thought of everything in a more focused way. Started getting recruiters calling me only AFTER I modified my job search based on NOVA and ProMatch."*

*"Terrific service many people don't know about."*

*"Very happy and satisfied with NOVA services."*

*"The NOVA workshops I went to very informative and I walked away with something new to think about each time."*

*"Great resources and friendly staff, when job seeking one needs support given by NOVA."*

*"Best place to be in contact with like-minded people who are also struggling with finding a job. The environment is very motivating, but also the way the job search process is structured and all the associated workshops and services is everything that a job hunter needs."*

*"Nova is a TREASURE! I accidentally learned of Nova when a friend told me to check out ProMatch."*

*"They helped me deal with anxiety during my job search (especially before interviews) by letting me talk about my concerns and answer my questions."*

*"[NOVA] helps me understand the many resources available to me as a job seeker."*

*"Awesome service, just what those out of work need. Love it and have recommended to friends and family."*

*"Best place to go if you're seriously thinking your "new beginning"."*

*"I wish I knew all that you teach when I was just starting my career!"*

*"It is training, socializing, and getting stronger momentum for job seeking."*

*"NOVA is doing great service for the community. I will highly recommend them to anyone."*

**Employers:**

*"NOVA is a valuable local resource. Any time I think of hiring an employee, NOVA is the first place I think of."*

*"NOVA has been a fantastic partner in helping us fill very hard to find talent positions...I can't say enough about the pool of applicants and the service provided by NOVA, it was super. I would recommend them to handle any staffing needs anytime. I am sure many organizations like ours can use great employees all the time."*

*"Over the years we have worked with NOVA and they have been a fantastic resource to go to for talent for administrative staff in the heart of Silicon Valley...Not only did NOVA help us with the search for free, but their candidates were qualified and ready to work...I would recommend to other employers to use NOVA when you are in need of new talent."*

*"Great turnout – better than other paid technical job fairs I've been to in the past." [re: job fair]*

*"We used their layoff assistance several years ago when an adjacent plant was closed. It is great to have them as a partner because it greatly alleviated employee concerns and gave them immediate hope for fulfilling future employment opportunities."*

*"Our experience working with NOVA has been phenomenal! In the past we've found it difficult to hire summer interns for specific positions...With NOVA's help, we were able to interview several candidates who could do the work...Given our growth plans in the near future, we will use NOVA again as a first option... If you have not worked with NOVA, you're missing out!"*

*"NOVA stepped in to assist our company with our large layoff in multiple locations...The NOVA presentation gave our teammates the support that they needed in the midst of all the uncertainty they have been experiencing...This resource is an amazing asset free to businesses and their employees."*

*"Everyone was prepped about our company and specific postings/jobs." [re: job fair]*

*"NOVA's staff's deep awareness and understanding of local needs from their prospective candidates and from their partners allows them to provide focused guidance to job seekers. This valuable, local perspective is unique and necessary to deliver excellence to candidates through their services."*

*"I've been really impressed with the members of NOVA and how equipped they are. I can tell the difference. It's very impressive for somebody on the other end who's looking for candidates."*

**Attachment A-2**

Dear California Workforce Development Board:

NOVA has been approved to submit the enclosed application to be America's Job Center of California Adult and Dislocated Worker Career Services Provider, as described in the attached application, by the NOVA Workforce Board at its January 27, 2021 Board meeting and by the Sunnyvale City Council, as the Local Chief Elected Official for the NOVA consortium, at its February 23, 2021 City Council meeting.

**Local Workforce Development Board Chair**

**Local Workforce Development Board Chair**

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Signature

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Signature

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Jennifer Morrill

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Andy Switky

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Name

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Name

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NOVA Workforce Board Co-Chairperson

---

NOVA Workforce Board Co-Chairperson

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Title

---

Title

---

Date

---

Date

**Local Chief Elected Official**

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Signature

---

Honorable Larry Klein

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Name

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Mayor

---

Title

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Date



# **Request for Approval**

## **America's Job Center of California<sup>SM</sup>**

### **Operator**

**Local Workforce Development Board**

**NOVA Workforce Board**

**Local Workforce Development Area**

**NOVA Workforce Development Area**

*The EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.*

The *Workforce Innovation and Opportunity Act* (WIOA) allows Local Workforce Development Boards (Local Board) to be an America's Job Center of California (AJCC) Operator, with the agreement of the Chief Elected Official (CEO) and the Governor. In order to be considered, the Local Board or administrative entity must have successfully participated in a competitive process, or provide substantial documentation that they meet one of the exceptions for sole source procurement.

This application will serve as the Local Board's or administrative entity's request for Governor's approval to be an AJCC Operator within a Local Workforce Development Area (Local Area) under WIOA. The application and required supporting documentation must be submitted to the California Workforce Development Board (CWDB) by March 1, 2021, through one of the following methods:

**Email:** CWDBPolicyUnit@cwdb.ca.gov  
**Subject line:** AJCC Operator Application

If the CWDB determines the request is incomplete, it will either be returned or held until the necessary documentation is submitted. Please contact your Regional Advisor for technical assistance or questions related to completing and submitting this request.

NOVA Workforce Board

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Name of Local Board

505 West Olive Avenue, Suite 550

---

Mailing Address

Sunnyvale, CA

---

94086

City, State

Zip

Kris Stadelman

---

Contact Person

(408) 730-7233

---

Contact Person's Phone Number

March 1, 2021

---

Date of Submission

**Request for Approval**  
**America's Job Center of California Operator**

**Type of Procurement**

1. What type of procurement was used by the Local Board or administrative entity?  
☐ Competitive ☒ Sole Source
2. If Sole Source, did the Local Board or administrative entity offer an open, competitive procurement prior to Sole Source?  
☐ Yes ☒ No
3. If Sole Source, identify the reason(s) for using this procurement method:  
☒ The AJCC Operator services are only available from a single source.  
☐ A public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.  
☐ After solicitation of a number of sources, competition was determined inadequate.

**Documentation Requirements for Competitive Procurement**

Please provide responses to the following items on a separate document. **Not applicable.**

1. A description of the AJCC Operator.
  - a. Will the Local Board or administrative entity be the only AJCC Operator or act as a member of a consortium? If part of a consortium, include a list of the other consortium members.
  - b. Is there more than one comprehensive AJCC in the Local Area? If so, will the Local Board or administrative entity act as the operator for all of them? If not, list which ones the Local Board will act as operator for and who will be the operator for the others.
2. Documentation of local internal controls, conflict of interest, and firewalls policies adhered to during the AJCC Operator procurement process.
3. Documentation of the procurement process, including but not limited to, preparation of the request for proposal, public notices, receipt of bids/letter of intent, public bid/proposal meetings, evaluation, comparison, protest letters, and award notice/contract. In addition, provide a timeline that includes the date and staff name, organization, and title involved in each step of the selection process.
4. Copy of the Local Board's or administrative entity's bid/proposal.
5. A written description of the following operational topics.
  - a. Specify the role(s) of the Local Board or administrative entity as the AJCC Operator(s) (i.e., coordinating service providers, primary provider of services, and coordinating

activities throughout the AJCC system). If the Local Board or administrative entity is part of a consortium, provide each assigned role and the related responsibilities for each entity in the consortium.

- b. How does this structure demonstrate the Local Board's or administrative entity's ability to successfully operate the AJCC system while also providing leadership and accountability for the entire Local Area and AJCC system?
- c. How will this structure deliver the highest performance outcomes for the Local Area?

### **Documentation Requirements for Sole Source Procurement**

Please provide responses to the following items on a separate document. **Please refer to Attachment A.**

1. A justification for whichever exemption mentioned above the Local Board or administrative entity feels they fall under in order to use Sole Source.
2. A description of the AJCC Operator.
  - a. Will the Local Board or administrative entity be the sole AJCC Operator or act as a member of a consortium? If part of a consortium, include a list of the other consortium members.
  - b. Is there more than one comprehensive AJCC in the Local Area? If so, will the Local Board or administrative entity act as the operator for all of them? If not, list which ones the Local Board or administrative entity will act as operator and who will be the operator for the others.
3. An analysis of market conditions and other factors that lead to the determination for utilizing Sole Source.
4. Copies of internal controls, conflict of interest, and firewall policies.
5. Provide a written description of the following operational topics:
  - a. Specify the role(s) of the Local Board or administrative entity as the AJCC Operator(s) (i.e., coordinating service providers, primary provider of services, and coordinating activities throughout the AJCC system). If the Local Board or administrative entity is part of a consortium, provide each assigned role and the related responsibilities for each entity in the consortium.
  - b. How does this structure demonstrate the Local Board's or administrative entity's ability to successfully operate the AJCC system while also providing leadership for the entire Local Area and AJCC system?
  - c. How will this structure deliver accountability and the highest performance outcomes for the Local Area?



6. Evidence that the request for approval of the Local Board or administrative entity to be an AJCC Operator through Sole Source was made available to the public for at least 30 days. Submit copies of comments received.
7. Views expressed by the local WIOA mandatory AJCC partner programs. Submit copies of any letters of support, disagreement, or other views received.
8. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved its contents in a public meeting.

## Signature Page

By signing below, the local CEO and Local Board chair request approval from the Governor to be designated as an AJCC Operator. Each party certifies that this application submission was reviewed and demonstrates that the Local Board met all the requirements to be designated as the AJCC Operator of the Local Area under WIOA law and regulations.

NOVA has been approved to submit the enclosed application to be America's Job Center of California (AJCC) Operator by the NOVA Workforce Board at its January 27, 2021 meeting and by the Sunnyvale City Council, as the local Chief Elected Official for the NOVA consortium, at its February 23, 2021 meeting.

### Local Workforce Development Board Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Jennifer Morrill

\_\_\_\_\_  
Name

\_\_\_\_\_  
NOVA Workforce Board Co-Chairperson

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Local Workforce Development Board Chair

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Andy Switky

\_\_\_\_\_  
Name

\_\_\_\_\_  
NOVA Workforce Board Co-Chairperson

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

### Local Chief Elected Official

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Honorable Larry Klein

\_\_\_\_\_  
Name

\_\_\_\_\_  
Mayor, City of Sunnyvale

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **Attachment A**

### **Documentation Requirements for Sole Source Procurement**

- 1. A justification for whichever exemption mentioned above the Local Board or administrative entity feels they fall under in order to use Sole Source.**

NOVA, the administrative entity, is requesting approval for sole source procurement to continue to provide AJCC Operator activities because NOVA is the only single source that can provide this function. Except for one year, NOVA has been providing AJCC Operator and related activities for decades. There is no one else who could competently provide these services for the NOVA workforce development system that possesses a thorough knowledge of WIOA and the local service-delivery system and effective relationships with the AJCC partner community, which is absolutely essential for serving as the AJCC Operator.

- 2. A description of the AJCC Operator.**

- a. Will the Local Board or administrative entity be the sole AJCC Operator or act as a member of a consortium? If part of a consortium, include a list of the other consortium members.**

NOVA, the administrative entity, will be the sole AJCC Operator for the NOVA workforce development area.

- b. Is there more than one comprehensive AJCC in the Local Area? If so, will the Local Board or administrative entity act as the operator for all of them? If not, list which ones the Local Board or administrative entity will act as operator and who will be the operator for the others.**

There is only one comprehensive AJCC in the NOVA workforce development area and that AJCC is the NOVA Job Center in Sunnyvale operated by NOVA. NOVA procures career services in San Mateo County to a service provider that operates an affiliate site and to a youth provider that operates a specialized site.

- 3. An analysis of market conditions and other factors that lead to the determination for utilizing Sole Source.**

There are several factors that lead to the determination of utilizing sole source procurement for the AJCC Operator: insufficient qualified sources; Sunnyvale City Council (CEO) service-delivery policies; and that NOVA is the superior and only choice to serve as the AJCC Operator, based on its history of exemplary performance.

**Insufficient Qualified Sources:** In the high cost environment of Silicon Valley, with low unemployment and poverty resulting in low WIOA formula funding allocations for the NOVA workforce development area, the pool of potential organizations interested in bidding on the small amount of funding that is available for the AJCC Operator service (approximately \$15,000) would be relatively small and insufficient for a competitive

procurement. In addition, organizations often have difficulty understanding the Workforce Innovation and Opportunity Act (WIOA) mandates that govern the local workforce development system and its partner agencies, which often discourages potential bidders from applying to operate WIOA-funded services and would require a steep learning curve to effectively perform identified responsibilities. For example, during a previous competitive procurement for the AJCC Operator, the process had to be repeated twice: the first solicitation received no bids and failed; and the second round received just three bids, with one bidder selected who could no longer provide the service after one year and the other two bidders were no longer available. NOVA contracts out its career services in San Mateo County and during a previous procurement, the process had to be repeated twice: the first solicitation received just three bids and only one was acceptable for a small part of the service system; and the second solicitation received just two bids and only one was determined acceptable. There are insufficient qualified sources to provide AJCC Operator activities and, as such, NOVA is applying to continue to serve as the AJCC Operator through sole source procurement.

Sunnyvale City Council (CEO) Policy: NOVA is a department of the City of Sunnyvale and is staffed by City employees. The Sunnyvale City Council Policy Manual 7.3.6 establishes guidelines for considering alternative methods of service delivery according to superior service value and defines superior service value as better service at lower cost; better service at equal cost; or equal service at lower cost. In order to factor in the intangible benefit of providing services by City staff (the vested interest of employees working directly for the City, the speedier response to City concerns, direct control of employees, etc.), as well as an added cost of delivering services by contract (contract administration), the cost or service differential for an outsider bidder should exceed 10% in order to meet the test of superior value. Given NOVA's superior services provided at a significantly lower cost than comparable entities (114% lower than the average cost per enrolled adult customer for the state), the prudent decision is for NOVA to continue to directly serve as the AJCC Operator for the NOVA workforce development system.

Performance: NOVA has over thirty-five years of demonstrated experience and expertise meeting and exceeding its WIOA performance measures in delivering the highest quality and most beneficial mix of adult and dislocated worker career services at the NOVA Job Center in Sunnyvale to Silicon Valley's residents and employers. It has routinely received high scores in all of its customer satisfaction surveys in the services it provides to its customers and in its approach and customer service it employs to deliver these services. It also works closely with and encourages active participation of all sectors in the community in the provision of such services. Serving as the current AJCC Operator for the past several years, NOVA has been able to leverage its vast knowledge and expertise and successfully worked with the AJCC partner agencies in identifying an effective referral process for making warm handoffs of customers to other programs and services; launched an extensive and continuous improvement training program to train partners on each other's programs and eligibility requirements, as well as online job search tools that staff could train other staff on within their agency through a train-the-trainer approach; problem-

solved issues of shared concern; and designed a new website customized for AJCC partners that contains a vast array of workforce development resources. NOVA has also built effective working relationships among partners through regular meetings and networking opportunities and facilitated communication between them by serving as an important portal for information sharing and conflict-resolution. During the COVID-19 pandemic, NOVA quickly reached out to the AJCC partners, identified the services that would be delivered virtually and established a remote referral process. Additional goals have been developed with the AJCC partners for the coming year that will further enhance the functionality of the workforce development system. NOVA is knowledgeable of and complies with WIOA and other local, state and federal policies and regulations. It is accountable to its customers, partners, NOVA Workforce Board, City of Sunnyvale, and its funders. Funding is prudently expended and NOVA has never had any disallowed costs in its over thirty-five year history. NOVA is the only organization who can effectively and efficiently deliver AJCC Operator activities for the NOVA workforce development area.

**4. Copies of internal controls, conflict of interest, and firewall policies.**

The Sunnyvale City Council serves as the Chief Elected Official (CEO) for the NOVA consortium, with the City of Sunnyvale serving as the administrative and fiscal agent for NOVA. The City's fiscal structure is highly regarded throughout the state and nation and has won awards for its innovative and forward-looking approach to municipal finances. The Government Finance Officers Association administers the Certificate of Achievement of Excellence in Financial Reporting, which awards local governments who go beyond the minimum requirements of generally accepted accounting principles. The City of Sunnyvale has been a long-time participant in the certificate program and has received the award for thirty-four consecutive years. The City has also received the Distinguished Budget Presentation Award for thirty-one consecutive years. The NOVA Workforce Board, designated by the California Workforce Development Board as a high performing board, serves as the governing board for NOVA. In partnership with the City of Sunnyvale, the Board performs effective monitoring and evaluation of NOVA's services as defined under WIOA and through an agreement between the City of Sunnyvale and NOVA Workforce Board. This administrative structure ensures internal controls and standards, enforcement of conflict of interest codes and policies, and necessary firewalls to uphold the highest integrity in the administration of NOVA's services. NOVA is one of very few organizations that have in place this high degree of exemplary oversight, with extensive internal checks and balances.

In order to ratify these internal controls, conflict of interest compliance and firewalls, written agreements have been established between the Sunnyvale City Council, acting as the Chief Elected Official (CEO), and the NOVA Workforce Board and between the eight jurisdictions that comprise the NOVA Job Training Consortium through a Joint Powers Agreement (JPA). These agreements together with the City of Sunnyvale Conflict of Interest Code and financial disclosure requirements, NOVA Workforce Board Conflict of Interest

Code and financial disclosure requirements, NOVA Board Bylaws and Standard of Conduct constitute the essential checks and balances and firewalls.

The JPA is an agreement between the eight jurisdictions that comprise the NOVA consortium and include the cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara and Sunnyvale and the County of San Mateo. The JPA designates the City of Sunnyvale with the authority to administer NOVA Workforce Development Services (serving in the capacity of CEO), on behalf of the eight jurisdictions, with responsibilities that include: subgrant recipient; develop procedures for governance, planning, operation, assessment and fiscal management of the one-stop service-delivery system; and evaluate program performance based on measurable outcomes and customer satisfaction and determine resulting needs and reallocation of resources. NOVA is a department of the City of Sunnyvale, under the direction of the City Manager. The City of Sunnyvale has an established Conflict of Interest Code and requires annual financial disclosure statements (Form 700) from key staff to be filed with the County.

The WB/CEO Agreement delineates the roles and responsibilities between the Sunnyvale City Council as the CEO and the NOVA Workforce Board as stipulated by WIOA. It is the joint authority and responsibility of the City and the NOVA Board to ensure effective programs and to stimulate active, beneficial participation of all sectors in the community. The City's responsibilities pertinent to internal controls/firewalls include serving as grant recipient and administrative entity, Chief Elected Official, appointing NOVA Board members, providing the appropriate level of staff support to the Board, and carrying out all administrative functions necessary to ensure sound management of programs and program funds. The NOVA Board's responsibilities pertinent to internal controls/firewalls include: selecting a one-stop operator(s) with the agreement of the Sunnyvale City Council, annually reviewing the operations and, when warranted, terminating for cause the eligibility of such operator(s); evaluating proposals submitted to the NOVA Board for funding and selecting service providers, with the agreement of the City, consistent with its adopted criteria; and annually evaluating program effectiveness of programs funded by the Workforce Development Area, based on negotiated performance measures, and the performance of the Workforce Development Area itself.

The NOVA Workforce Board Bylaws operationalizes the duties of the board including the development of standards, measurement of effectiveness, oversight of revenues, expenditures and success, and conduct at meetings. In addition, the Board has an established Standard of Conduct and Conflict of Interest Code that prohibits any member from voting on any issue that could be perceived as creating any conflict of interest and requires annual financial disclosure statements (Form 700) to be filed with the County.

To review the entire documents, please visit the following links:

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NOVA Board Standard of Conduct: <https://novaworks.org/documents/2023q1/WBstandardofconduct.pdf>

**5. Provide a written description of the following operational topics:**

- a. Specify the role(s) of the Local Board or administrative entity as the AJCC Operator(s) (i.e., coordinating service providers, primary provider of services, and coordinating activities throughout the AJCC system). If the Local Board or administrative entity is part of a consortium, provide each assigned role and the related responsibilities for each entity in the consortium.**

NOVA, as the AJCC Operator, will serve as the facilitator and coordinator of the NOVA workforce development area's AJCC partner-shared services, as follows:

- Coordinate the service delivery activities of the AJCC required partners and service providers by:
  - Convening and facilitating quarterly partner meetings to ensure effective delivery of services to shared customers including but not limited to all of the following:
    - Facilitate the establishment of shared goals (e.g. cross referral system, training needs, etc.)
    - Prepare meeting agendas
    - Develop a write-up following each meeting summarizing discussions, agreements, and next steps.
  - Building relationships and serving as a communication hub for information sharing about services, resources and tools across partners to promote cohesiveness and continuity in the workforce system

- b. How does this structure demonstrate the Local Board's or administrative entity's ability to successfully operate the AJCC system while also providing leadership for the entire Local Area and AJCC system?**

NOVA, the administrative entity, has been providing career services for the AJCC comprehensive job center for over thirty-five years with demonstrated success and performance excellence. NOVA has also served in the capacity of the AJCC Operator over the past few years. Even before WIOA, it has worked collaboratively with partners in the community for many years and appreciates the value of these partnerships and their benefit to job seekers and employers. The NOVA Workforce Board is the governing body for the NOVA workforce development area, with the roles and responsibilities stipulated under WIOA. With NOVA serving as the AJCC Operator, the NOVA Workforce Board has been freed up to provide leadership to the entire NOVA workforce development area and AJCC system, devote its expertise and vision to strategic planning, collaborate with the neighboring workforce boards that comprise the Bay-Peninsula region, build critical partnerships to support the implementation of

the strategic plans at the local and regional levels, and hold NOVA and its partners accountable for performance.

**c. How will this structure deliver accountability and the highest performance outcomes for the Local Area?**

The NOVA workforce development system has had a longstanding and demonstrated history of meeting and exceeding all of its WIOA performance outcomes. With this structure and NOVA's expertise, NOVA will be able to focus on the day-to-day operations of the AJCC services, as well as coordinate the collaborative network of one-stop providers by serving as a model and supporting the highest performance standards and a more seamless service-delivery system among partners across the region. The NOVA Workforce Board will provide oversight of the entire workforce development system and be the catalyst for overcoming obstacles and raising the bar on quality services and performance excellence, continuously improving services to job seekers and employers across the workforce area and ensuring performance accountability. Please refer to the response to question #4 above that further describes the structure that optimizes accountability in the workforce system, with extensive checks and balances and firewalls.

**6. Evidence that the request for approval of the Local Board or administrative entity to be an AJCC Operator through Sole Source was made available to the public for at least 30 days. Submit copies of comments received.**

Notification of NOVA's intent to be the AJCC Operator was released to the public on December 3, 2020 through a variety of methods, which included posting on the NOVA website and through emails utilizing databases that represent a vast number of individuals and organizations, with comments/responses requested by January 4, 2021. Two official comments were received, as follows:

"As a proud partner of the AJCC network in Santa Clara County, Center for Employment Training supports NOVA's application to serve as the AJCC Operator for San Mateo and northern Santa Clara County. NOVA has been providing high quality services as the AJCC Operator to convene and facilitate partner meetings. They are committed to the region and have shown their willingness to improve collaborative efforts within the county and to assist those most in need." Center for Employment Training

"NOVA staff are well respected in the workforce development community. NOVA is a key referral resource for the SJSU Career Center to support SJSU alumni career transition and development. SJSU is in the process of building deeper collaboration with NOVA on alumni support services." San Jose State University

**7. Views expressed by the local WIOA mandatory AJCC partner programs. Submit copies of any letters of support, disagreement, or other views received.**



Please refer to Attachment A-1 for letters of support from AJCC partner programs.

- 8. Attach documentation (signed and dated letter) that the members of the Local Board and other relevant parties (e.g., Board of Supervisors) reviewed the information provided in the application and approved its contents in a public meeting.**

Please refer to Signature Page (page 6) signed and dated by the NOVA Workforce Board and the Sunnyvale City Council (CEO).

**Attachment A-1**

**Letters of Support from AJCC Partner Programs**

Support letters from AJCC partner programs have been attached.



December 21, 2020

To: California Workforce Development Board

This letter is being written on behalf of the local Employment Development Department Workforce Services Branch for the Counties of Santa Clara/San Mateo/San Benito. I am happy to affirm our support for our local area workforce development partner, NOVA, in their request to serve as the WIOA AJCC Operator for the NOVA workforce development area.

Through our ongoing collaboration efforts within the counties served by NOVA, our local Workforce Service office has insight into the background and the work that our NOVA partner provides, including the following notable points:

- For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.
- For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.
- In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region.
- NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.

We look forward to continuing our partnership with NOVA and we hope that their request to serve in the role of the AJCC Operator for the NOVA workforce development area will be considered.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nelson Leonor'.

Nelson Leonor  
EDD Manager – Workforce Services  
Santa Clara/San Mateo/San Benito County Cluster



Employment, Independence & Equality



State of California  
Health and Human Services Agency  
San Jose District Office  
100 Paseo de San Antonio, Rm.324  
San Jose, CA 95113  
408-277-9500

December 8, 2020

California Workforce Development Board  
P.O. Box 826880  
Sacramento, CA 94280-0001

To Whom It May Concern:

I was notified this week that NOVA is seeking approval from the State to continue to serve as the AJCC Operator for the NOVA workforce development area that will include convening and facilitating quarterly partner meetings to ensure effective delivery of services to shared customers.

- For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.
- For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.
- The County of San Mateo joined the NOVA consortium in 2015 resulting in NOVA coordinating with a broader network of partners that together effectively serves the region.
- NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.
- I support NOVA as the AJCC Operator for the NOVA workforce development area.

Sincerely,

*Donna Hezel*

Donna Hezel, Regional Director

## CLC Partnership

December 14, 2020

Kris Stadelman, Director  
NOVA Workforce Board  
505 W. Olive Avenue Suite 550  
Sunnyvale, CA 94086

RE: Support for NOVA Approval as the AJCC Operator  
for the NOVA Workforce Development Area

Dear Ms. Stadelman;

I write this letter of support for NOVA on behalf of the Central Labor Council Partnership (CLCP) and its three partner organizations: the Fresno, Madera, Tulare, Kings Counties Central Labor Council, Regenerate California Innovation, Inc., and ProPath, Inc. We sincerely recommend and encourage approval of NOVA to serve as the AJCC Operator for the NOVA workforce development area for the following reasons:

- For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.
- In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region.
- NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.
- Over the last four years CLCP has been a WIOA One Stop Center partner with NOVA. We have been able to witness first hand how NOVA maintains excellent relationships with its MOU partners and its local Workforce Development Board.
- NOVA continues to take the lead in all aspects of WIOA One Stop Center operations and integrated partner collaboration. They assemble partner oriented stakeholder meeting on a regular basis. And their leadership and direction holds the trust and confidence of all Community and MOU partners involved.

Please contact me with any questions or for further information at [dsavory@myunionworks.com](mailto:dsavory@myunionworks.com) or 559-269-0165.

Sincerely,



Dillon Savory  
CLCP Partner-Director



Monday, January 4, 2021

Board of Directors:

Chair:

Anees Iqbal

Brian Beattie  
Jesse Cool  
Ellen Eder  
Teri Eyre  
Dan Finnigan  
Richard Hanley  
Bruce Harrison  
Jerry Hurwitz  
H. Jaclyn Ishimaru-Gachina  
Clay Jones  
J. Scott Kaspick  
Laurel McAteer  
Kristin Reinke  
Cherri Sager  
Becky Sunseri  
Charlene Trinh  
Tara VanDerveer  
Isaiah Vi  
Rita C. Williams

Strategic Advisory Committee:

Chairman:

Paul Chamberlain  
Former Managing Director  
Morgan Stanley

Sukhinder Singh Cassidy  
President of StubHub  
Paul M. Cook, Co-Founder  
Raychem Corporation  
Dick Gould, Former Director of Tennis  
Stanford University  
Wade W. Loo, Retired Partner  
KPMG  
Ronnie Lott  
NFL Hall of Fame  
John Lovewell, President  
The Lovewell Company  
Hon. Becky Morgan, President  
Morgan Family Foundation  
Dean Morton, Former COO  
Hewlett-Packard  
Russell Pyne, Managing Director  
Atrium Capital  
John Sobrato, Chairman  
Sobrato Companies

President & CEO:

Barrie R. Hathaway

To Whom It May Concern;

I am writing in support of NOVA's request, seeking approval from the State to serve as the AJCC Operator for the NOVA workforce development area that will include convening and facilitating quarterly partner meetings to ensure effective delivery of services to shared customers. This letter is to express JobTrain's full support of NOVA's request.

In the time we have worked with NOVA, we have experienced strong programmatic outcomes, a clear dedication to the success of their constituents and a deep level of entrepreneurship and creativity. In addition:

- For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.
- For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.
- In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region.
- NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.

I support NOVA as the AJCC Operator for the NOVA workforce development area.

Sincerely,

A handwritten signature in black ink, reading "Barrie R. Hathaway".

Barrie R. Hathaway  
President and CEO  
JobTrain, Inc.



## FUHSD Adult School

One School Educating All

8 December 2020

To Whom It May Concern,

It is with pleasure that I write in support of the approval of NOVA Workforce of Silicon Valley as the AJCC Operator for the NOVA workforce development area. We are fortunate to be their partner in training people to be part of our community's workforce. NOVA has demonstrated success and has an excellent reputation for serving the employment needs of our residents and employers for over 30 years. Their extensive knowledge of the local labor market trends has been critical in identifying and planning future employment needs.

Historically, NOVA has collaborated with local partners to create and maintain an effective network with the goal of meeting the diverse and complex needs of job seekers. The team at NOVA has built the network through regular communications regarding customers, quarterly stakeholder meetings and initiatives targeting growing industries. By expanding the network to include San Mateo County, NOVA deepened our collective knowledgebase and broadened the array of resources available to meet the needs of the employers and future employees in our region.

I encourage the continued approval of NOVA Workforce of Silicon Valley to be the AJCC Operator for workforce development. I have confidence in their leadership and ability to effectively serve the needs of our region and community.

Sincerely,

Lori M. Richl  
Principal, FUHSD Adult School

# Sequoia District Adult School

Attachment 2  
Page 20 of 25  
SUHSD  
BOARD OF TRUSTEES

3247 Middlefield Road  
Menlo Park, CA 94025-1859

Lionel de Maine, Director

(650) 306-8866  
(650) 365-2420 Fax

Allen Weiner  
Alan Sarver  
Carrie Du Bois  
Chris Thomsen  
Georgia Jack

Crystal Leach,  
Interim Superintendent

December 8, 2020

Attn: California Workforce Development Board

This is to support NOVA's application to serve as the AJCC Operator for the NOVA workforce development area, which includes San Mateo County in which my school is located.

For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community. Indeed, I am a 2005 "graduate" of NOVA's renowned ProMatch program for dislocated hi-tech workers; I cannot recommend the program highly enough.

NOVA has a history of working collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. They have achieved this goal of ensuring effective delivery of services to shared customers using regular communications to them, including sharing service offerings by partners, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries. A member of the NOVA staff serves on ACCEL (San Mateo County's adult education consortium) steering committee, and on support services and CTE project teams.

NOVA has a strong reputation for its innovation and leadership. Over the years I have partnered with them on a number of projects to better support clients and have found them highly capable in their role. NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.

I recommend NOVA as the AJCC Operator for the NOVA workforce development area.

Sincerely,



Lionel de Maine

650-306-8866 x 77934





December 10, 2020

California Workforce Development Board  
Post Office Box 826880  
Sacramento, CA 94280-0001

RE: Support of NOVAworks as AJCC Operator for the NOVA Workforce Development Area

To Whom It May Concern:

As Chancellor of Foothill-De Anza Community College District and a member of the NOVA Workforce Board, I am pleased to offer my support of NOVAworks as the AJCC Operator for the NOVA workforce development area. I believe that NOVAworks is uniquely qualified to continue to serve in this capacity for the reasons detailed below.

For over thirty years, NOVAworks has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community. Through regular communications regarding customers, convening quarterly stakeholder meetings, and new initiatives targeting growing industries, NOVAworks has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community.

From this experience, NOVAworks has gained extensive knowledge of local labor market trends that supports its broad network of partners in identifying and planning for future employment needs and effectively serving the region together.

Thank you for considering NOVAworks as AJCC Operator. If I can provide any additional information, please feel free to contact me by telephone at 650-949-6100 or email at [minerjudy@fhda.edu](mailto:minerjudy@fhda.edu).

Sincerely,

Judy C. Miner, Ed.D.  
Chancellor

January 4, 2021

California Workforce Development Board  
800 Capitol Mall, Suite 1022  
Sacramento, CA 95814

I am writing in support of NOVA as the AJCC Operator for the NOVA workforce development area. NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.

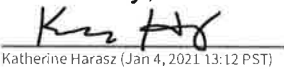
For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.

NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community for over thirty years. In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region and enhances people's ability to live and work in the Silicon Valley.

NOVA is an effective partner in providing the employment and training services needed to facilitate skill development and career mobility for the workforce and aligns with our unique business community in the Silicon Valley. Recently, NOVA received monetary support from the California Employment Development Department to provide these services to laid-off workers in the immediate area.

Thank you for your consideration of this recommendation.

Sincerely,



Katherine Harasz (Jan 4, 2021 13:12 PST)

Katherine Harasz  
Executive Director

January 5, 2021

California Workforce Development Board  
800 Capitol Mall, Suite 1022  
Sacramento CA 95814

**SACRED  
HEART**  
COMMUNITY SERVICE



1381 SOUTH FIRST STREET  
SAN JOSÉ, CA 95110  
408.278.2160 [PH]  
408.885.9071 [FX]  
[www.sacredheartcs.org](http://www.sacredheartcs.org)

To Whom this May Concern:

On behalf of Sacred Heart Community Service it is my pleasure to extend our support to NOVA to serve as the AJCC Operator the NOVA workforce development area. Sacred Heart Community Service is the Community Action Agency for Santa Clara County where we serve over 60,000 low-income individuals annually.

We firmly believe NOVA's nearly four decades of leadership and demonstrated performance excellence positions them to convene and facilitate quarterly partner meetings to ensure effective delivery of services to meet the needs of employers and residents in our region.

For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.

In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region. NOVA's extensive knowledge of local labor market trends effectively supports partners with identifying and planning for future employment needs.

We hope the California Workforce Development Board will support NOVA's proposal to serve as the AJCC. If you have any questions please do not hesitate to contact me at 408-278-2175.

Very truly yours,

Poncho Guevara  
Executive Director



December 8, 2020

Kris Stadelman, Director  
NOVA  
505 W. Olive Ave, Suite 550  
Sunnyvale, CA 94086

Dear Kris:

On behalf of Peninsula Family Service, I am happy to provide a letter of support for your request to serve as the AJCC Operator for the NOVA workforce development area. We are pleased to currently partner with you and can attest to your capacity for this endeavor, including the following:

For over thirty years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.

For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.

In 2015, the County of San Mateo joined the NOVA consortium resulting in NOVA coordinating with a broader network of partners that together effectively serves the region.

NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.

For these reasons, we support NOVA as the AJCC Operator for the NOVA workforce development.

If you have any questions, please call me at 650-403-4300 ext. 4418.

Sincerely,

Heather Cleary  
Chief Executive Officer

## **San Jose Job Corps Center**



**3485 East Hills Drive, San Jose, CA 95127-2970**  
**408-254-5627**

*Operated for U.S. Department of Labor*

**Telephone:**

**FAX: 408-254-**

To Whom It May Concern:

On behalf of [San Jose Job Corps], I am happy to provide this letter of support for NOVA's request to serve as the AJCC Operator for the NOVA workforce development area. We are pleased to partner with NOVA and can attest to NOVA's experience and expertise to serve in this capacity, including the following notable points:

- For over thirty-five years, NOVA has demonstrated success and performance excellence in serving the employment needs of residents and employers in this community.
- For many years, NOVA has worked collaboratively with local partners representing a wide range of organizations to forge an effective network for meeting the diverse and complex needs of job seekers in this community. This has been accomplished through regular communications regarding customers, convening quarterly stakeholder meetings, and through new initiatives targeting growing industries.
- NOVA has extensive knowledge of local labor market trends that has supported partners with identifying and planning for future employment needs.
- As the current AJCC Operator, NOVA has demonstrated effectiveness and efficiency convening and facilitating quarterly partner meetings to ensure effective delivery of services to shared customers and building relationships across partner agencies. I support NOVA as the AJCC Operator for the NOVA workforce development area.

If you have any questions, please contact me at [insert phone and/or email address].

Sincerely,

*Leslie Gilroy*

Leslie Gilroy  
Center Director



# City of Sunnyvale

## Agenda Item

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**21-0081**

**Agenda Date: 2/23/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Introduce an Ordinance Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials; Authorize the Mayor to Execute a Franchise Agreement; and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Section 15301 and 15308

#### **REPORT IN BRIEF**

Solid waste and recycling collection services are provided to residents and businesses by a Franchisee, currently Bay Counties Waste Services (BCWS, dba Specialty, Inc), through the grant of an exclusive franchise by the City Council. The terms of the current BCWS solid waste collection franchise and agreement will expire on June 30, 2021. Council previously directed staff to develop a "single-source" request for proposal (RFP) package for solid waste and recycling collection services for release to BCWS.

On February 4, 2020, Council reviewed the draft RFP package and approved release of the package to BCWS. The RFP package included Council-approved communication guidelines governing the single-source RFP process, the BCWS Performance Review presented to Council in December 2018, an RFP specifying the City's service requests, a new draft agreement for provision of service, and a set of cost forms for BCWS to submit with its proposal. The RFP asked BCWS to provide proposal pricing for term options of seven and ten years. The RTC (No. 20-0104) discussed the content of the RFP package, including changes to services necessary to comply with key pending regulatory requirements.

BCWS provided its proposal to the City on May 15, 2020. It proposed new or expanded organics recycling services that include:

- Startup of multi-family dwelling (MFD) organics collections
- Expansion of commercial organics collections
- Addition of used cooking oil to residential recycling collections
- Outreach and education programs focused on participation and quality control
- Long-term vehicle fueling infrastructure strategy to improve efficiency and provide for transition to electric vehicles

Staff and BCWS have discussed the proposal in detail and have agreed on a multi-year scope of work for collection services. Negotiations with BCWS have focused on a ten year term (Option A of Section 2.1 of the Franchise Agreement) and to creation of a lower-priced "15-year" term (Option B of Section 2.1 of the Franchise Agreement) that are both tied to reductions in profit relative to that currently earned by BCWS. For Option B, the last five years would be contingent on a City review in Year 6 of the contract and satisfactory performance by BCWS as determined by results of a

performance review. The Franchise Agreement provides that the City Manager or designee will determine if performance is satisfactory.

The scope of work has been incorporated into an updated franchise agreement. If approved by Council, the new agreement recommended by staff would provide services starting on July 1, 2021. With satisfactory contractor performance, the term would end June 30, 2036.

Staff is recommending that Council:

1. Introduce an ordinance awarding an exclusive franchise to Bay Counties Waste Services, Inc. for collection of solid waste, recyclables, and organic materials (Attachment 1);
2. Authorize the Mayor to execute the draft Franchise Agreement (Attachment 2) with "Option B" of Section 2.1 to provide for a term of fifteen years from July 1, 2021 to June 30, 2036, subject to a performance review in Year 6; and
3. Find that these actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301 and 15308.

## **BACKGROUND**

### **Solid Waste and Recycling Collection Contracting**

Solid waste and recycling collection services are provided to residents and businesses by a Franchisee, currently Bay Counties Waste Services (BCWS), through the grant of an exclusive franchise by the City Council, as allowed by Article XVI of the Sunnyvale City Charter and Sunnyvale Municipal Code Chapter 8.16. Specialty Solid Waste & Recycling, Inc. (Specialty) was awarded the collection franchise in 1990 for a term beginning July 1, 1991 and was acquired by BCWS during FY 1992/93. BCWS continues to use the Specialty name as a dba. A franchise for solid waste and recycling services cannot exceed thirty years pursuant to Sunnyvale City Charter Section 1604. The term of the current solid waste collection franchise with BCWS began on July 1, 1991 and will expire on June 30, 2021, a period of thirty years.

On July 31, 2018, Council reviewed a Council-directed study of solid waste contracting options (RTC No. 18-0415) and voted to:

1. Adopt communications guidelines to govern interactions between potential service providers (including the incumbent) and Council;
2. Direct staff to assess the performance of the current franchisee (BCWS), to report the results, and to request Council direction on whether to conduct a single source or a competitive process for award of a new franchise and agreement.

### **Review of BCWS Performance**

HF&H Consultants, LLC (HF&H) conducted a performance review of BCWS (see Attachment 2). Staff and consultant presented the results of the performance review at the December 18, 2018 Council meeting (RTC No.18-0910). Key areas of review included:

- \* Management Practices
- \* Collection Operations
- \* Customer Service

Staff found that the performance review represented a fair and reasonable assessment of BCWS' performance and recommended that Council review and accept the performance review findings, and

direct that staff initiate selection of a post-2021 franchisee using a negotiated, single-source process. Council approved the staff recommendation and directed staff to return to Council for review and approval of the RFP document prior to it being issued.

#### Developing the RFP Package

On April 23, 2019, Council approved a contract with HF&H Consultants to assist the City in conducting the RFP and negotiation process (RTC No. 19-0449), and work began in May. From July through mid-December 2019, staff and HF&H worked as a team to develop the draft RFP package. The team also included Joshua Nelson of law firm Best, Best, & Krieger, LLC (BBK). Mr. Nelson is an attorney who specializes in municipal waste collection services contracting. He updated the proposed franchise agreement compared to the current contract language by bringing in model language used in other jurisdiction agreements and to reflect changes to statute and case law.

The single-source procurement process provided the opportunity for City and HF&H staff to be in communication with BCWS during development of the draft RFP package. City and HF&H staff met with BCWS management and officers in July and October of 2019 to discuss the City's goals for the process, and key issues including SB 1383 requirements, multi-family bulky material collection, vehicle fueling, transition to an electric vehicle fleet, collection in the downtown area, and compensation.

City and HF&H staff also discussed the findings and recommendations of the performance review with the BCWS management team. BCWS provided information and initial informal proposals for several topics, which helped to define the content of the RFP. On February 4, 2020, Council approved the issuance (RTC No. 20-0104) of the RFP package to BCWS.

#### BCWS Proposal

On May 15, 2020, BCWS provided its proposal to the City. Key elements of the proposal include:

- Organics Diversion:
  - Expansion of commercial food scraps collections
  - Startup of multi-family dwelling (MFD) food scraps collection
  - Startup of yard trimmings collection for commercial and MFD customers
  - Addition of cooking oil to single-family recycling collection
- Financial Provisions:
  - Cost schedules for terms of either 7 or 10 years
  - A \$100,000 SB 1383 contingency reserve fund in Year 1 and Year 2
  - Removal of depreciation expense from core services
  - No profit on interest expense
  - Freeze on executive compensation
  - Freeze on rent charges
  - Provision of a usable food recovery collection truck for use by a not-for-profit, purchased at company expense
  - Change in credit card vendor for cost savings
- Technological innovation (software and hardware) to address data tracking, sharing, reporting



- Subcontractors to provide:
  - Technical expertise in specialized fields (SCS Engineers)
  - Container exchange and labeling (Container Pros)
  - Downtown collection services (Trash Scouts)
  - Clean fuel infrastructure and supply (TruStar Energy)
- A vehicle fueling infrastructure strategy that will improve fueling efficiency and a commitment to pilot electric garbage collection vehicles when technology becomes available.
- One-time investment in edible food recovery infrastructure

### Proposal Review

Staff conducted initial review of the proposal with assistance from HF&H Consultants. BCWS was asked to clarify portions of the proposal in a process that included discussion of key topics, most notably the implementation of the organics recycling services required by new State of California regulations.

Those regulations implement the Short-Lived Climate Pollutant (SLCP) Reduction Strategy required by SB 1383, which was signed into law in 2016. The changes introduced by the SB 1383 regulations are largely supportive of achieving the City's own Zero Waste Policy goals, which calls for diverting 75% of generated solid waste by 2025, then 90% diversion by 2030 (reaching the 90% level will require technologies currently unavailable under state law). On May 19, 2020, Council participated in a workshop on SB 1383 and the requirements of the regulations that were then in the process of being developed. The regulations were later approved by the Office of Administrative Law in substantially the same form.

A study session on November 10, 2020, provided Council an update on the status of the BCWS proposal and staff negotiations with the company. The Mayor and some councilmembers requested one-on-one meetings with staff for detailed questions. Those meetings were conducted in December 2020 and January 2021.

### EXISTING POLICY

Article XVI of the City of Sunnyvale charter provides the City Council the authority to grant by ordinance a franchise to engage in a franchised privilege which includes the furnishing to the City or its inhabitants, garbage, waste or refuse removal services.

### ENVIRONMENTAL REVIEW

The proposed actions are categorically exempt from review under CEQA Guidelines Sections 15301 (Existing Facilities) and 15308 (Actions Taken by Regulatory Agencies for Protection of the Environment), on the ground that the collection of solid waste and recyclables is an existing operation that will continue after award of the new franchise. The substantive changes to the operation are designed to further the City's Zero Waste reduction goals and implement new state of California regulations. The collection of recyclables and solid waste is heavily regulated by local, state, and federal law, and these changes to the franchise agreement will protect and enhance the environment. Other changes to the agreement are fiscal and administrative in nature and have no

potential to cause environmental impacts.

### **DISCUSSION**

In the Franchise Agreement proposed for Council approval (Attachment 2), key services to be changed or added include those described in Background, above.

After discussion with BCWS and consideration of priorities and staffing, some portions of the May 15, 2020 proposal were modified. These include:

- Vehicle and container purchases to be phased in to better match anticipated service demand and to spread out capital costs.
- The \$100,000 SB 1383 contingency, if needed, to be addressed by the City's existing Solid Waste Fund operating reserve.
- Software and hardware purchases for technological innovation phased in over time to reduce Year 1 costs. These include implementation of RouteSmart Software to optimize truck routing and stops in Year 1 and a customer service software implementation in Year 4.
- Specialized downtown collection services, if warranted by demand, to be provided on a stand-alone, fee-based manner.
- Deferral of multi-family bulky item pickup pilot to Year 4.

Final contract negotiations resulted in BCWS agreeing to a decrease in operating ratio profit from the current 8.5% down to 8.0% for a 10-year contract term (Option A) and down to 7.75% for a 15-year term (Option B) contingent upon a satisfactory performance review by the City in Year 6 as determined by the City Manager or designee. Relative to the current rate of profit under the existing Franchise Agreement, the reduced rates of profit saves about \$140,000 per year for the 10-year term (Option A) and about \$210,000 per year for the 15-year term (Option B). The 15-year term (Option B) saves about \$70,000 per year in comparison to the 10-year term.

Aside from BWCS agreeing to a lower profit, a longer contract term can provide for lower annual costs related to capital items. Refuse collection requires investment in capital items, such as trucks, bins, debris boxes and carts, that have typical lives between seven and fifteen years. Extending the contract term to more closely resemble asset lives reduces annual costs when compared to a shorter term.

The net result of the changes to scope and contract term resulted in a Year 1 cost of \$25,360,069 and a projected Year 2 cost of \$27,131,770 for the 10-year term, and a Year 1 cost of \$25,298,253 and a projected Year 2 cost of \$27,065,587 for the 15-year term. The current year (FY 2020-21) contract cost is \$22,998,754. The Year 1 costs represent a 10.3% increase from current year costs for a 10-year term and a 10.0% increase from current costs for a 15-year term. The primary drivers behind the cost increase are the increased cost of providing base services and the cost to provide the new SB 1383 related services. Base services are increasing by approximately 7% due to the new labor contract related wage increases and four truck replacements. In approving the Franchise Agreement, the City is committing to a final cost for Year 1 only. The projected costs for Year 2 will be adjusted, as needed, based on factors that include the scale and implementation pace of the new services, and will be brought for approval by Council in 2022. Beginning in Year 3, the current administrative method of determining the next year's payment will be used, based on allowable costs for labor, fuel, etc. from Year 1, brought forward to Year 3 using specified inflation indices.

**FISCAL IMPACT**

Cost to the City will be \$25,298,253 in FY 2021/22, which is Year 1 of the Franchise Agreement. Year 2 cost is currently projected to be \$27,065,587. The Year 2 amount will go through an administrative review and adjustment to account for variances from currently projected expenses, with approval by Council. Costs in future years will be based primarily on actual allowable service costs for a prior year, adjusted for inflation. Costs for Years 1-4 (Years 2-4 are projected costs) are displayed in Table 1 below.

Table 1.

**Option A**

	FY 20-21 Approved Compensation	Year 1	Year 2	Year 3	Year 4
10-year term	\$22,998,754	\$25,360,069	\$27,131,770	\$28,996,189	\$31,021,434

**Option B**

	FY 20-21 Approved Compensation	Year 1	Year 2	Year 3	Year 4
15-year term	\$ 22,998,754	\$25,298,253	\$27,065,587	\$28,925,690	\$30,946,086

The collection contract cost amounts to about 50% of the total rate revenue requirement for the Solid Waste Fund. When compared to the rate projection in the FY 2020/21 financial plan, the changes introduced by the proposed agreement will increase refuse collection rates by about 4% in FY 2021/22 in addition to the 1% increase previously anticipated, for a total of 5%. The total 20-year impact is approximately \$70.1 M. Rate impact projections throughout the 20-year financial plan for the Solid Waste Management Fund will be provided as part of the budget process and during the utility rates adjustment process in June 2021.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**ALTERNATIVES**

1. Introduce the Ordinance in Attachment 1 Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials, Authorize the Mayor to execute the Draft Franchise Agreement in substantially the form in Attachment 2 including "Option B" of Section 2.1 to provide for a term of fifteen years from July 1, 2021, to June 30, 2036 subject to a performance review in Year 6 by the City Manager or designee; and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Sections 15301 and 15308.
2. Introduce the Ordinance in Attachment 1 Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials, but

amended to provide for a term of ten years from July 1, 2021, to June 30, 2031, and no performance review; Authorize the Mayor to execute the Draft Franchise Agreement in substantially the form in Attachment 2 including "Option A" of Section 2.1 to provide for a term of ten years from July 1, 2021, to June 30, 2031; and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Sections 15301 and 15308.

3. Do not Introduce the Ordinance or Authorize the Mayor to Execute the Draft Franchise Agreement and provide alternative direction to staff regarding provision of refuse collection and recycling services.

### **STAFF RECOMMENDATION**

Alternative 1: Introduce the Ordinance in Attachment 1 Awarding an Exclusive Franchise to Bay Counties Waste Services, Inc. for Collection of Solid Waste, Recyclables, and Organic Materials, Authorize the Mayor to execute the Draft Franchise Agreement in substantially the form in Attachment 2 including "Option B" of Section 2.1 to provide for a term of fifteen years from July 1, 2021, to June 30, 2036 with a performance review in Year 6 by the City Manager or designee, and Find that these Actions are Exempt from CEQA Pursuant to CEQA Guidelines Sections 15301 and 15308.

The BCWS proposal and subsequent discussion and negotiations demonstrate that the company has the experience and aptitude to meet the City's solid waste and recycling collection service needs now and in the future. The company has a good understanding what is needed to comply with the demands of the SB 1383 organics recycling regulations and how to turn those plans into reality.

With the assistance of HF&H Consultants, staff has determined that the costs proposed by BCWS are reasonable and that the proposed staffing, number of vehicles and other resources committed by BCWS are sufficient to meet the service standards expectations of Sunnyvale residents and businesses and comply with the state's SB 1383 organics mandates, all at a reasonable cost to ratepayers.

The City has a long and valued relationship with BCWS. The longer 15-year term approach of Option B allows the City to ensure ongoing satisfactory performance while reducing impact to ratepayers. Staff is thus recommending that Council award the new franchise agreement to BCWS with a term beginning on July 1, 2021 and ending on June 30, 2036 (assuming satisfactory performance as determined by a Year Six performance review), including the provisions contained in Attachment 2, Draft Franchise Agreement Between City of Sunnyvale and Bay Counties Waste Services, Inc. for Recycling, Organics and Solid Waste Collection Services.

Prepared by: Mark Bowers, Solid Waste Manager

Reviewed by: Ramana Chinnakotla, Director, Environmental Services Department

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Draft Ordinance
2. Draft Franchise Agreement Between City of Sunnyvale and Bay Counties Waste Services, Inc. for Recycling, Organics and Solid Waste Collection Services

DRAFT 2/18/2021 RLM

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
OF SUNNYVALE AWARDING AN EXCLUSIVE  
FRANCHISE TO BAY COUNTIES WASTE SERVICES,  
DBA SPECIALTY, INC., FOR RECYCLING, ORGANICS,  
AND SOLID WASTE COLLECTION SERVICES.**

WHEREAS, pursuant to Article XVI of the Sunnyvale City Charter, Chapter 8.16 of the Sunnyvale Municipal Code, and applicable provisions of state law including Public Resources Code section 40059, the City Council is authorized to grant by ordinance a franchise for the privilege of collecting recyclables and solid waste within the City of Sunnyvale and to prescribe the terms and conditions under which such franchise will be granted; and

WHEREAS, the franchise held by the incumbent franchisee, Bay Counties Waste Services doing business as Specialty Inc. ("BCWS"), was granted on July 1, 1991, and will expire on June 30, 2021; and

WHEREAS, in 2018, the City Council approved Study Issue 18-02 to study options for post-2021 recycling and solid waste collection within the City; and

WHEREAS, on July 18, 2018, the City Council directed staff to proceed with an assessment of the performance of BCWS and return to the City Council for direction on whether to conduct a competitive or single-source process for award of a new franchise; and

WHEREAS, on December 18, 2018, the City Council reviewed the performance assessment of BCWS and directed staff to initiate selection of a post-2021 franchisee using a negotiated, single-source request for proposals ("RFP") to BCWS; and

WHEREAS, on February 4, 2020, the City Council reviewed the RFP package and draft agreement with BCWS, and approved issuance of the RFP; and

WHEREAS, staff issued the RFP and subsequently engaged in good faith negotiations with BCWS concerning the terms and conditions under which the franchise should be granted to BCWS; and

WHEREAS, a duly noticed public hearing was held on \_\_\_\_\_, 2021, to consider granting a Franchise to BCWS on the terms and conditions in the Franchise Agreement for Recycling, Organics, and Solid Waste Collection Services ("Franchise Agreement") attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, having considered all the oral and documentary evidence presented at the public hearing the City Council has determined that the granting of a franchise to BCWS is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SUNNYVALE DOES ORDAIN AS FOLLOWS:

SECTION 1. There is hereby granted to Bay Counties Waste Services doing business as Specialty Inc. (“Franchisee”) a Franchise for Collection of Recyclables, Organics, and Solid Waste on the terms and conditions contained in the Franchise Agreement attached hereto as Exhibit A and incorporated into this Ordinance by reference.

SECTION 2. The Franchise granted by this Ordinance shall take effect on July 1, 2021 and continue in full force for a period of fifteen (15) years, through and including June 30, 2036, unless Franchisee fails to meet the requirements of Section 2.1 of the Franchise Agreement in which case the Franchise shall expire June 30, 2031, or unless the Franchise is terminated earlier pursuant to the Franchise Agreement. Notwithstanding the effective date above, the Franchise shall not become effective unless and until the Franchisee delivers to City all bonds and certificates of insurance and endorsements required by the Franchise Agreement.

SECTION 3. During the term of the Franchise Agreement, Franchisee shall pay to City franchise fees required by the Franchise Agreement for the exclusive rights granted under the franchise, including the privilege of using public streets, ways, alleys and places for purposes of collecting recyclables, organics, and solid waste.

SECTION 4. The City Council authorizes the Mayor to execute the attached Franchise Agreement with the Franchisee in substantially the same form as the attached.

SECTION 5. CEQA - EXEMPTION. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Sections 15301 (Existing Facilities) and 15308 (Actions by Regulatory Agencies for the Protection of the Environment), that this ordinance is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) on the ground that that the collection of solid waste and recyclables is an existing operation that will continue after award of the new franchise. The substantive changes to the operation are designed to further the City’s Zero Waste reduction goals and implement new state of California regulations. The collection of recyclables and solid waste is heavily regulated by local, state, and federal law, and these changes to the franchise agreement will protect and enhance the environment. Other changes to the agreement are fiscal and administrative in nature and have no potential to cause environmental impacts.

SECTION 6. CONSTITUTIONALITY; SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 7. EFFECTIVE DATE. This ordinance shall be in full force and effect thirty (30) days from and after the date of its adoption.

SECTION 8. POSTING AND PUBLICATION. The City Clerk is directed to cause copies of this ordinance to be posted in three (3) prominent places in the City of Sunnyvale and to cause publication once in The Sun, the official publication of legal notices of the City of Sunnyvale, of a notice setting forth the date of adoption, the title of this ordinance, and a list of places where copies of this ordinance are posted, within fifteen (15) days after adoption of this ordinance.

Introduced at a regular meeting of the City Council held on \_\_\_\_\_, and adopted as an ordinance of the City of Sunnyvale at a regular meeting of the City Council held on \_\_\_\_\_, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  
RECUSAL:

ATTEST:

APPROVED:

\_\_\_\_\_  
City Clerk  
Date of Attestation: \_\_\_\_\_

\_\_\_\_\_  
Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**DRAFT**

**FRANCHISE AGREEMENT**

**BETWEEN**

**CITY OF SUNNYVALE**

**AND**

**BAY COUNTIES WASTE SERVICES, INC.**

**FOR**

**RECYCLING, ORGANICS, AND SOLID WASTE  
COLLECTION SERVICES**

**FINAL DRAFT FOR CITY COUNCIL REVIEW**

**January 23, 2021**



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## Table of Contents

<b>RECITALS</b>	<b>1</b>
1.1 GRANT AND ACCEPTANCE OF FRANCHISE	2
1.2 LIMITATIONS TO THE FRANCHISE	2
1.3 OBLIGATIONS OF PARTIES	4
<b>ARTICLE 2. TERM OF AGREEMENT</b>	<b>4</b>
2.1 AGREEMENT TERM	4
2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT	5
<b>ARTICLE 3. SCOPE OF AGREEMENT</b>	<b>6</b>
3.1 SUMMARY SCOPE OF SERVICES	6
3.2 USE OF APPROVED FACILITIES	6
3.3 SUBCONTRACTING	7
3.4 RESPONSIBILITY FOR MATERIALS	8
3.5 CITY-DIRECTED CHANGES TO SCOPE	8
3.6 MANAGEMENT RESPONSIBILITY	9
<b>ARTICLE 4. SCOPE OF SERVICES</b>	<b>10</b>
4.1 COLLECTION SYSTEM	10
4.2 RECYCLABLE MATERIALS	11
4.3 ORGANIC MATERIALS	11
4.4 SOLID WASTE	11
4.5 C&D COLLECTION	11
4.6 BULKY ITEMS AND REUSABLE MATERIALS	12
4.7 SPECIAL EVENTS	12
4.8 SB 1383 REQUIREMENTS	14
4.9 PUBLIC EDUCATION AND OUTREACH	21
4.10 TECHNICAL ASSISTANCE	22
4.11 BILLING	24
4.12 CUSTOMER SERVICE PROGRAM	25
4.13 TECHNOLOGY INNOVATION	31
4.14 SERVICE EXEMPTIONS	32
<b>ARTICLE 5. STANDARD OF PERFORMANCE</b>	<b>32</b>
5.1 GENERAL	32
5.2 OPERATING HOURS AND SCHEDULES	32
5.3 COLLECTION STANDARDS	33
5.4 COLLECTION VEHICLE REQUIREMENTS	37
5.5 COLLECTION ROUTES	40
5.6 CONTAINER REQUIREMENTS	41

5.7	PERSONNEL .....	45
5.8	HAZARDOUS WASTE INSPECTION AND HANDLING .....	48
5.9	CONTRACT MANAGEMENT .....	49
5.10	ENVIRONMENTALLY-PREFERRABLE PURCHASING .....	50
5.11	LOCAL PURCHASING PREFERENCE.....	50
5.12	PERFORMANCE IMPROVEMENT OVER TIME .....	50
5.13	CITY OWNERSHIP OF VEHICLES, CONTAINERS, AND PROVISION OF ACCOUNT INFORMATION AT END OF TERM .....	51
<b>ARTICLE 6. RECORD KEEPING AND REPORTING .....</b>		<b>52</b>
6.1	RECORD KEEPING .....	52
6.2	REPORT SUBMITTAL REQUIREMENTS .....	53
6.3	PERFORMANCE REVIEW AND AUDIT .....	53
<b>ARTICLE 7. CITY FEES.....</b>		<b>54</b>
7.1	FRANCHISE FEE .....	54
7.2	ADJUSTMENT OF, ADDITION TO FEES .....	54
7.3	PAYMENT SCHEDULE AND LATE FEES .....	55
<b>ARTICLE 8. CONTRACTOR COMPENSATION .....</b>		<b>55</b>
8.1	GENERAL .....	55
8.2	CITY APPROVAL OF CAPITAL EXPENSES .....	55
8.3	CONTRACTOR'S PAYMENT .....	55
8.4	TIME OF PAYMENT .....	58
8.5	OFFSETS TO CONTRACTOR'S PAYMENT .....	59
8.6	ADJUSTMENTS FOR CHANGES IN SCOPE OF WORK .....	59
8.7	SPECIAL COMPENSATION ADJUSTMENT REQUEST.....	60
8.8	MAINTENANCE OF FINANCIAL RECORDS .....	60
8.9	RATES AND RATE STRUCTURE .....	62
<b>ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND</b>		<b>62</b>
9.1	INDEMNIFICATION.....	62
9.2	INSURANCE.....	64
9.3	PERFORMANCE BOND.....	67
<b>ARTICLE 10. DEFAULT AND REMEDIES .....</b>		<b>68</b>
10.1	EVENTS OF DEFAULT .....	68
10.2	RIGHT TO TERMINATE UPON EVENT OF DEFAULT.....	69
10.3	CITY'S REMEDIES IN THE EVENT OF DEFAULT .....	70
10.4	POSSESSION OF RECORDS UPON TERMINATION.....	70
10.5	CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE .....	70
10.6	PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES .....	71
10.7	EXCUSE FROM PERFORMANCE .....	72
10.8	RIGHT TO DEMAND ASSURANCES OF PERFORMANCE.....	73

10.9	DISPUTE RESOLUTION .....	73
<b>ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES .....</b>		<b>74</b>
11.1	CONTRACTOR’S CORPORATE STATUS .....	74
11.2	CONTRACTOR’S CORPORATE AUTHORIZATION .....	74
11.3	AGREEMENT WILL NOT CAUSE BREACH .....	74
11.4	NO LITIGATION .....	74
11.5	NO ADVERSE JUDICIAL DECISIONS .....	75
11.6	NO LEGAL PROHIBITION .....	75
11.7	CONTRACTOR’S ABILITY TO PERFORM .....	75
<b>ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES .....</b>		<b>75</b>
12.1	RELATIONSHIP OF PARTIES .....	75
12.2	COMPLIANCE WITH LAW .....	75
12.3	GOVERNING LAW .....	76
12.4	JURISDICTION .....	76
12.5	BINDING ON SUCCESSORS .....	76
12.6	ASSIGNMENT .....	76
12.7	NO THIRD PARTY BENEFICIARIES .....	78
12.8	WAIVER .....	78
12.9	CONDEMNATION .....	78
12.10	APPROVAL AND NOTICE PROCEDURES .....	78
12.11	REPRESENTATIVES OF THE PARTIES .....	79
<b>ARTICLE 13. MISCELLANEOUS AGREEMENTS .....</b>		<b>79</b>
13.1	ENTIRE AGREEMENT .....	79
13.2	SECTION HEADINGS .....	80
13.3	REFERENCES TO LAWS .....	80
13.4	AMENDMENTS .....	80
13.5	SEVERABILITY .....	80
13.6	COUNTERPARTS .....	80
13.7	PREVAILING WAGES .....	80
13.8	NON-DISCRIMINATION .....	80
13.9	EXHIBITS .....	81

## List of Exhibits

- A. Definitions
- B. Direct Services
  - B1. Single-Family Residential Services
  - B2. Multi-Family Residential Services
  - B3. Commercial, Industrial, and Construction and Demolition Services
  - B4. City Services
  - B5. City Facility Service Levels, Locations, and Special Events
- C. Public Education and Outreach Requirements
- D. Reporting Requirements
- E. Determination of Projected Actual Costs of Operations
  - E1. Reconciliation and Projection Example
  - E2. Directors/Owners Compensation
- F. Performance Standards and Liquidated Damages
- G. Contractor's Proposal
  - G1. Technical Proposal
  - G2. Cost Forms
    - 1. Option A Ten Year
    - 2. Option B Ten Year + Five Year
  - G3. Proposal Review and Negotiation Documentation
    - 1. Term Sheet
    - 2. Final Deal Points
    - 3. Fueling Station Detail
  - G4. Implementation Plan and Schedule
  - G5. Approved Subcontractors
  - G6. SB 1383 Implementation Assumptions
    - 1. Truck Purchases
    - 2. SB 1383 Service Rollout Assumptions
- H. Initial Staffing
- I. Contractor's Environmentally Preferable Purchasing Policy
- J. Cart Specifications
- K. SB 1383 Roles and Responsibilities
- L. Downtown Area
- M. Form of Performance Bond

**DRAFT Franchise Agreement**  
**between**  
**City of Sunnyvale**  
**and**  
**Bay Counties Waste Services, Inc.**  
**for Recycling, Organics, and Solid Waste**  
**Collection Services**

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into as of [REDACTED], 2021 between the City of Sunnyvale, California, a municipal corporation (hereinafter "City"), and Bay Counties Waste Services, Inc., a California corporation (hereinafter referred to as the "Contractor").

**RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

**WHEREAS**, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and

**WHEREAS**, the State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote Diversion and to maximize the use of feasible waste reduction, re-use, Recycling, and Composting options in order to reduce the amount of refuse that must be Disposed; and

**WHEREAS**, pursuant to California Public Resources Code Section 40059(a)(2) and City Charter Article XVI, the City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the Collection of Recyclable Materials, Organic Materials, Construction and Demolition Debris, and Solid Waste; and

**WHEREAS**, the City further declares its intent to approve and maintain reasonable rates for the Collection, Recycling, Processing, Composting, and/or Disposal of Recyclable Materials, Organic Materials, Construction and Demolition Debris (C&D), and Solid Waste; and

**WHEREAS**, the City desires, having determined that Contractor, by demonstrated experience, reputation and capacity is qualified to provide the Collection of Recyclable Materials, Organic Materials, Construction and Demolition Debris (C&D), and Solid Waste within the corporate limits of the City and the

Transportation of such material to the Approved Facility(ies), that Contractor be engaged to perform such services on the basis set forth in this Agreement; and

**WHEREAS**, Contractor currently provides Solid Waste management services under the terms of the Extended and Second Restated Agreement dated January 11, 2005 as amended by a First Amendment dated as of September 30, 2010 (together the "Prior Agreement"); and

**WHEREAS**, the City and Contractor have attempted to address conditions affecting their performance of services under this Agreement but recognize that reasonably unanticipated conditions may occur during the Term of this Agreement that will require the Parties to meet and confer to reasonably respond to such changed conditions; and

**WHEREAS**, under Sunnyvale Municipal Code Section 8.16.090, the City may enter into a new franchise of up to thirty years in length and contract for the Collection, removal, and disposal of all refuse and applicable (as per Section 1.2) Recyclable Materials and Organic Materials in and from the City and the Collection rates therefor, and the City Council is authorized to enter into such agreement with any terms it deems necessary to protect the best interests of the City;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and for other good and valuable consideration, the Parties agree as follows:

#### **1.1 GRANT AND ACCEPTANCE OF FRANCHISE**

By the signing of this Agreement and as of the Commencement Date, the City grants to Contractor and Contractor accepts an exclusive franchise within the corporate limits of the City. The franchise granted to Contractor shall be for the Collection of Recyclable Materials, Organic Materials, and Solid Waste and other services described in this Agreement subject to the limitations described in Section 1.2 and except where otherwise precluded by Federal, State, and local laws and regulations. As of the Commencement Date, the award of the franchise, and the provisions of this Agreement, supersede all prior arrangements between the Parties related to the scope of services described in this Agreement, whether express or implied, with the exception of provisions of the Prior Agreement that explicitly survive termination.

#### **1.2 LIMITATIONS TO THE FRANCHISE**

The award of this Agreement shall not preclude the categories of Recyclable Materials, Organic Materials, Solid Waste and/or C&D Material listed below from being delivered to and Collected and Transported by others, provided that nothing in this Agreement is intended to or shall be construed to excuse any Person from obtaining any authorization from the City which is otherwise required by law:

- A. **Self-Hauled Materials.** A Commercial business Owner or Resident may Dispose of Recyclable Materials, Organic Materials, and Solid Waste generated in or on their own Premises by himself or herself or his or her employees and with his or her own vehicle and equipment.
- B. **Donated or Sold Materials.** Any items which are Source Separated at any Premises by the Generator and sold or donated to other Persons, including youth, civic, or charitable organizations.
- C. **Edible Food.** A Person, such as a Person from a Food Recovery Organization or Food Recovery Service, that removes Edible Food from a Generator and Transports Edible Food for the purpose of human consumption regardless of whether Generator donates, sells, or pays a fee to the Food Recovery Organization or Food Recovery Service for such service.

- D. **Materials That Contractor Does Not Collect.** Discarded Materials that the Contractor is not required to separately Collect under this Agreement as of the Effective Date but that subsequently, in the City Contract Manager's reasonable judgment, become economically feasible to Collect on a Source Separated basis for Processing or other means of Diversion. In such event, Contractor shall have the exclusive right-of-first refusal to Collect such materials if the Parties mutually agree on an adjustment in Contractor's Payment as provided in Article 8. If the Parties cannot reach such agreement, the City may provide for Collection of such materials in any manner it deems appropriate. In such instance, Contractor may not enforce its exclusive franchise rights in a manner that would prevent the Collection of material that Contractor is unable or unwilling to Collect.
- E. **Beverage Containers.** Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- F. **Materials Removed by Customer's Contractor as Incidental Part of Services.** Recyclable Materials, Organic Materials, Solid Waste, Construction and Demolition Debris (C&D), and Bulky Items removed from a Premises by a contractor (e.g., gardener, landscaper, tree-trimming service, construction contractor, Residential clean-out service) as an incidental part of the service being performed, rather than as a separately contracted or subcontracted hauling service.
- G. **In-Place Composting.** Organic Materials Composted or otherwise legally managed at the site where it is generated (e.g., backyard Composting, on-site anaerobic digestion).
- H. **Animal, Grease Waste, and Used Cooking Oil.** Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil.
- I. **Sewage Treatment By-Product.** By-products of sewage treatment, including sludge, sludge ash, grit, and screenings.
- J. **Excluded Waste.** Excluded Waste regardless of its source.
- K. **Materials Generated by State and County Facilities.** Materials generated by State and County facilities located in the City, including but not limited to any public school district, provided that the Generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement.

If Contractor can produce evidence that other Persons are servicing Collection Containers or are Collecting and Transporting Recyclable Materials, Organic Materials, Solid Waste and/or Construction and Demolition Debris (C&D) in a manner that is not consistent with this Agreement or the Sunnyvale Municipal Code, it shall report the location, the name and phone number of the Person or company to the City's Contract Manager along with Contractor's evidence. In such case, City Contract Manager may notify the Generator and Person providing service of Contractor's rights under this Agreement and Contractor shall have the right to take legal action to enforce its rights.

This Agreement and scope of this franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully contract for the scope of services in the manner and consistent with all provisions as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the City shall not be responsible for any lost profits or losses claimed by



Contractor to arise out of limitations to the scope or provisions of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may meet and confer with City Contract Manager and may petition for a Contractor's Payment adjustment pursuant to Section 8.7.

Contractor acknowledges that City is committed to Diverting materials from Disposal through the implementation of Source Reduction, reuse, Recycling, Composting, and other programs, and that City may implement new programs, with or without the involvement of the Contractor, that may impact the overall quantity or composition of Solid Waste to be Collected by Contractor. Contractor shall not be entitled to any compensation or other relief resulting from a decline in Solid Waste volumes or Tonnage or from a change in the composition of Solid Waste.

### **1.3 OBLIGATIONS OF PARTIES**

In addition to the specific performance required under the Agreement, City and Contractor shall:

- A. Use their reasonable commercial efforts to enforce the exclusive nature of the franchise by the Contractor's identification and documentation of violations of the Agreement as provided in Section 1.2, and the City's notification at its discretion of Generators and collection companies reasonably believed to be violating the franchise with regard to the terms of this Agreement.
- B. Provide timely notice to one another of a perceived failure to perform any obligations under this Agreement and access to information demonstrating the Party's failure to perform.
- C. Provide timely access to the City Contract Manager and the Contractor's designated representative and complete and timely responses to requests of the other Party.
- D. Provide timely notice of matters that may affect either Party's ability to perform under the Agreement.

## **ARTICLE 2. TERM OF AGREEMENT**

### **2.1 AGREEMENT TERM**

**OPTION A** The Term of this Agreement shall commence July 1, 2021 (Commencement Date) and continue in full force for a period of ten (10) years, through and including June 30, 2031, unless the Agreement is terminated pursuant to Section 10.2. Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

OR

**OPTION B** The Term of this Agreement shall commence July 1, 2021 (Commencement Date) and continue in full force for a period of fifteen (15) years, through and including June 30, 2036, unless the Agreement is terminated pursuant to Section 10.2, and unless the Term is modified as provided in this Section 2.1. Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start providing services required by this Agreement on the Commencement Date.

During Contract Year Six (6) of the Term (July 1, 2027 through June 30, 2028), City shall conduct a performance review as provided in Section 6.3 of this Agreement. In the event that, as of January 1, 2029 1) Contractor is in breach or default or 2) the City Manager or their designee determines Contractor has not successfully resolved all substantive issues identified by the performance review related to compliance with the Agreement as provided in Section 6.3.A, City shall notify Contractor no later than January 15, 2029 that the Term of the Franchise shall expire on June 30, 2031. In such event the dispute resolution procedures in Section 10.9 shall not apply, and Contractor's sole remedy shall be to seek judicial review of that decision.

## **2.2 CONDITIONS TO EFFECTIVENESS OF AGREEMENT**

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of all the conditions below, each of which may be waived, in written form only, in whole or in part by City.

A. **Accuracy of Representations.** The Contractor's representations and warranties made in Contractor's Proposal and Article 11 of this Agreement are true and correct on and as of the Effective Date.

B. **Furnishings of Insurance and Performance Bond.** Contractor has furnished evidence of the insurance and performance bond required by Article 9 that is satisfactory to the City.

C. **Absence of Litigation.** To the best of Contractor's knowledge, after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

1. Materially adversely affect the performance by Contractor of its obligations hereunder;
2. Adversely affect the validity or enforceability of this Agreement; or,
3. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

D. **Permits Furnished.** Contractor has provided City Contract Manager with copies of all permits necessary for operation of the corporation yard and fueling station owned or operated by Contractor or any Subcontractor for use under the terms of this Agreement.

E. **Legal Challenge.** Contractor understands and acknowledges that the award of this Agreement may be subject to review and repeal by the City's citizens through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenges"). Accordingly, this Agreement shall not become effective until the City Contract Manager reasonably determines that (1) any Legal Challenges that had been initiated as of the time of such determination have been resolved in favor of the City's award of this Agreement to Contractor; and (2) the deadline to initiate any additional Legal Challenges has expired; provided, however, that Contractor shall be entitled to rescind this Agreement upon thirty (30) days' prior written notice to the City Contract Manager if such determination is not made within seventy-five (75) days after City Council approval of the

Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless against any and all liability, claims, losses, damages, or expenses including reasonable attorney's fees, arising from any Legal Challenges. In the event of any election regarding a Legal Challenge, City shall meet and confer with Contractor to determine if the City will hold an election on the Legal Challenge. Contractor shall have the option of asking the City not to contest the Legal Challenge. If City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing so.

## **ARTICLE 3.**

### **SCOPE OF AGREEMENT**

#### **3.1 SUMMARY SCOPE OF SERVICES**

The Contractor or its Subcontractor(s) shall be responsible for the following:

- A. Collecting Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris (C&D) generated by and placed for Collection by Customers pursuant to the requirements of Article 4 and Exhibit B;
- B. Transporting Collected materials to the appropriate Approved Facility(ies) pursuant to requirements of Article 4 and Exhibit B;
- C. Performing all other services required by this Agreement including, but not limited to, Customer billing for specified services not billed by the City, public education, technical assistance, Customer service, record keeping, and reporting pursuant to Articles 4 and 6 and Exhibits C (Public Education & Outreach) and D (Reporting);
- D. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement;
- E. Paying all expenses related to provision of services required by this Agreement including, but not limited to, taxes, regulatory fees (including City Fees), and utilities;
- F. Performing or providing all services necessary to fulfill its obligations in full accordance with this Agreement at all times using best industry practice for comparable operations; and,
- G. Complying with all Applicable Laws.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 10.7.

#### **3.2 USE OF APPROVED FACILITIES**

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to Transport Discarded Materials to the Approved Facility, or Approved Facilities other than the SMaRT Station® as may be designated by City over the Term, for the purposes of Processing and/or

Disposing of Discarded Materials Collected in the City. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof.

Contractor shall observe and comply with all regulations in effect at the Approved Facility(ies) and cooperate with and take direction from the operator(s) thereof with respect to delivery of Discarded Materials. Contractor shall actively work with the Approved Facility(ies) operator(s) throughout the Term of this Agreement to ensure that Contamination remains below the limits established by Applicable Law, including, without limitation, SB 1383.

City Contract Manager may, with notice of five (5) Working Days direct Contractor to temporarily use an alternative Approved Facility. Should City-directed Contractor use of an alternative Facility exceed five (5) Working Days, Contractor shall be compensated for any added Transport costs, and Facility fees to the extent Contractor is required to pay them, as provided in Article 8.

Should Contractor be unable to use an Approved Facility due to an emergency or sudden and unforeseen closure of the Approved Facility that is outside the control of Contractor, Contractor shall immediately notify City Contract Manager and seek direction regarding use of an alternative Approved Facility. Contractor shall not deliver Discarded Material to an alternative Facility without prior City Contract Manager approval.

In using an Approved Facility, City may require Contractor to obtain, or arrange to obtain, computerized scale records and to provide City Contract Manager no less than monthly data as provided in Exhibit D. Such reports shall, at a minimum, include date of receipt, inbound time, inbound and outbound weights of vehicles, and vehicle identification number. Contractor shall also maintain through the Term computerized scale records and reports providing historical vehicle tare weights for each vehicle and the date and location for each tare weight recorded.

### **3.3 SUBCONTRACTING**

Contractor is solely responsible for management and oversight of the activities of all Subcontractors and subcontractors. Contractor shall be considered to be in breach or default should the activities of any Subcontractor constitute a breach or event of default under this Agreement.

Contractor shall not engage any Subcontractor without the prior written consent of the City Contract Manager, which consent will not be unreasonably conditioned, delayed or withheld, but may be conditioned on the Subcontractor's agreement not to engage its own subcontractors to perform its duties to Contractor without Contractor's consent, which consent will require the City Contract Manager's consent. As of the Effective Date of this Agreement, City has approved Contractor's use of those Subcontractors identified in Exhibit G5.

Should Contractor wish to engage any Affiliate as a Subcontractor in the provision of services, Contractor shall provide City Contract Manager written notification of its proposed use of such Affiliate ninety (90) days prior to intended use, and provide an explanation of any potential impacts related to the quality, timeliness, or cost of providing services under this Agreement. City Contract Manager may approve such request at its sole discretion. Alternatively, City Contract Manager may require that Contractor arrange for City to contract directly with the Affiliate under the same terms and conditions.

Contractor shall require that each Subcontractor file an insurance certificate with the City Contract Manager describing such Subcontractor's insurance coverage, and name City as an additional insured. The City Contract Manager may waive or excuse these insurance requirements in its sole discretion. Contractor shall require that all Subcontractors that are Affiliates comply with all material terms of this Agreement.

City Contract Manager may direct Contractor to engage a Subcontractor to provide a specified function directly related to the provision of services under this Agreement (such as the Transportation of Discarded Materials), and may recommend potential Subcontractors for Contractor consideration, may review proposal submittals, and may participate in interviews. Final Subcontractor selection shall be at the sole discretion of Contractor.

### **3.4 RESPONSIBILITY FOR MATERIALS**

Once Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste and/or Construction and Demolition Debris (C&D) are placed in the Contractor's Containers and at the Collection location, the responsibility for their proper handling shall transfer directly from the Generator to Contractor, with the exception of Excluded Waste if Contractor can identify the Generator pursuant to Section 5.8.B. Once Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste and/or C&D Materials are deposited by Contractor at the appropriate Approved Facility, such materials shall become the responsibility of the operator of the Approved Facility with the exception of Excluded Waste pursuant to Section 5.8.C.

Responsibility for Excluded Waste that has been inadvertently Collected by the Contractor shall remain with Contractor if it cannot identify the Generator, and Contractor shall assume all responsibility for its proper Disposal.

### **3.5 CITY-DIRECTED CHANGES TO SCOPE**

Without amending this Agreement, City Contract Manager may direct Contractor to cease performing one or more of the types of Collection service described in Article 4 and Exhibit B, may direct Contractor to modify the scope of one or more of those services, may direct Contractor to perform additional Collection service, including pilot programs and innovative services that may entail new Collection methods, different types of services and/or new requirements for Generators, or may direct Contractor to Transport Discarded Materials to alternate Facilities (each a "City-Directed Change in Scope"). Contractor will promptly and cooperatively comply with City Contract Manager's directions.

If those changes cause an increase or decrease in the cost of performing the services, an equitable adjustment in Contractor's Payment will be made in accordance with Article 8. Contractor will continue to perform the new or changed service while the appropriate adjustment in compensation is being determined.

Contractor acknowledges and agrees that at any time during the Term of this Agreement, and without seeking or obtaining approval of Contractor, City may solicit proposals from, and may contract with, other Persons besides the Contractor to Collect any and all types of materials excluded from the scope of this Franchise and/or to provide services not contemplated under this Agreement. In the event that contracting with other Persons for such services will reduce Contractor's Compensation under this Agreement, as described in Article 8, Contractor shall be offered the opportunity to match any other Person's proposed pricing, and retain the added services. However, nothing in this Agreement shall



prevent the City from contracting with other Persons in the event that Contractor is unable or unwilling to provide such services at or below the cost proposed by the other Person.

### 3.6 MANAGEMENT RESPONSIBILITY

A. **Officers and Management.** Contractor understands and acknowledges City expectations for strong company management, proactive coordination with the City Contract Manager, and rapid company response to all City requests. Contractor's chief operating officer and general manager shall meet no less than quarterly with City management staff. Contractor's board members shall meet no less than annually with City management staff. As provided in Exhibit D, Contractor shall provide an updated organization chart on or before the Commencement Date, and shall provide a newly updated organization chart each year thereafter, or as requested by the City Contract Manager.

Contractor's management shall within five (5) Working Days of any City request, provide an initial response that either addresses the request, or specifies the necessary steps and associated timeframe that will be required to provide a full response. In the latter instance, the City representative making the request and Contractor's management staff shall agree on the process to be followed to address the request. City Contract Manager and Contractor's management staff shall contact the City representative making the original request within two (2) days of understanding the need to modify the agreed steps or timeline for responding to the request. Contractor failure to follow this protocol may result in assessment of Liquidated Damages as provided in Section 10.6 and Exhibit F.

B. **Key Personnel.** Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff assigned to perform the services required under this Agreement. Contractor shall notify the City Contract Manager of any changes in Contractor's key staff to be assigned to perform the services required under this Agreement and shall obtain the approval of the City Contract Manager of all proposed key staff members who are to be assigned to perform services under this Agreement prior to any such performance.

Except for unanticipated changes, Contractor shall notify City Contract Manager six (6) months in advance of any change in board membership or officer responsibilities, and three (3) months in advance of any change in the general manager's position. For unanticipated changes, notice shall be provided immediately upon Contractor becoming aware of the need for such change in board membership, officer responsibilities, or in the general manager's position.

Notwithstanding City Contract Manager's approval of Contractor's personnel, Contractor shall not be relieved from any liability resulting from the work to be performed under this Agreement, nor shall Contractor be relieved from its obligation to ensure that its personnel maintain all requisite certifications, licenses, and the like, and Contractor shall ensure that its personnel at all times fully comply with Applicable Law in performing their duties related to this Agreement.

At any point during the Term of this Agreement, the City Contract Manager may request, in writing, that any of Contractor's employees be reassigned such that they no longer perform any work relating to this Agreement and shall provide a statement describing the reason for such request. Within twenty-four (24) hours of Contractor's receipt of such request, or such other time agreed to by City Contract Manager in writing, Contractor shall remove the identified employee(s) from performing any work related to this Agreement; the vacated position(s) must be filled by Contractor with a suitable replacement as soon as possible and Contractor shall immediately fill the vacated

position with a temporary replacement if required to perform, without delay, all services required under this Agreement.

## ARTICLE 4. SCOPE OF SERVICES

Contractor shall perform the Recyclable Materials, Reusable Materials, Organic Materials, Solid Waste, Bulky Item, and Construction and Demolition Debris (C&D) services described in this Article 4. This Article 4 describes the general requirements for the services to be provided. More specific requirements for how each service shall be provided to each Customer Type are described in Exhibit B. Failure to specifically require an act necessary to perform the service does not relieve Contractor of its obligation to perform such act.

### 4.1 COLLECTION SYSTEM

A. **General.** Contractor shall provide a multi-Container Collection program as described herein for the separate Collection of Recyclable Materials, Organics Materials, Construction and Demolition Debris, and Solid Waste using Containers that comply with the requirements of the Agreement. Contractor shall Collect and Transport all Discarded Materials to the Approved Facility. Collection services are detailed in Exhibit B

1. **Single-Family Customers.** For Single-Family Customers, Contractor shall provide a three-Container system that relies on the use of two Split Carts and one, undivided Cart. Contractor shall provide such Containers in accordance with Exhibit B.

One (1) Split Cart shall be used for the Collection of Solid Waste and Food Scraps. Single-Family Customers shall place Solid Waste in one section of the Split Cart and shall place Food Scraps in the other section of the Split Cart. A separate Split Cart shall be used for the Collection of Dual Stream Recyclable Materials. Single-Family Customers shall place Recyclable containers in one section of the Split Cart and shall place Recyclable fibers in the other section of the Split Cart. Single-Family Customers shall place Yard Trimmings in a third, undivided Cart.

2. **Multi-Family Customers.** Contractor shall provide a Container system that relies on the use of one (1) undivided Container for the Collection of Solid Waste; one (1) undivided Container for the Collection of Recyclable fibers; one (1) undivided Container for the Collection of Recyclable containers; one (1) undivided Container for the Collection of Yard Trimmings (unless exempted by the City); and, one (1) undivided Container for the Collection of Food Scraps. Upon Customer request or City Contract Manager direction, Contractor shall provide Multi-Family Customers with an additional undivided Container for the Collection of Corrugated Cardboard. Contractor shall provide such Containers in accordance with Exhibit B.

3. **Commercial Customers.** Contractor shall provide a four-Container system that relies on the use of one (1) undivided Container for the Collection of Solid Waste; one (1) undivided Container for the Collection of Recyclable Materials (including Corrugated Cardboard); one (1) undivided Container for the Collection of Yard Trimmings (unless exempted by the City); and, one (1) undivided Container for the Collection of Food Scraps. Contractor shall provide such Containers in accordance with Exhibit B.

389 In lieu of providing two separate Containers for the Collection of Food Scraps and Solid Waste,  
390 Contractor may provide Commercial Customers with one (1) Split Cart for the Collection of  
391 Food Scraps and Solid Waste.

## 392 **4.2 RECYCLABLE MATERIALS**

393 Contractor shall Collect Recyclable Materials as described in Exhibit B. Contractor shall Transport and  
394 deliver all Source Separated Recyclable Materials placed by Customers in Recyclable Material Containers  
395 in the City to the Approved Facility(ies).

## 396 **4.3 ORGANIC MATERIALS**

397 Contractor shall Collect Organic Materials as described in Exhibit B. Contractor shall Transport and deliver  
398 Source Separated Organic Materials placed by Customers in Organic Material Containers in the City to the  
399 Approved Facility(ies).

400 Contractor shall allow Customers and Generators to place Food Scraps in clear plastic bags or other  
401 containers specified by City and put the bagged Food Scraps in the Food Scraps Container. Contractor shall  
402 coordinate with, and assist the City and the Operator of the Approved Facility(ies) as necessary for the  
403 City to comply with regulatory reporting requirements related to plastic bag usage.

## 404 **4.4 SOLID WASTE**

405 Contractor shall Collect Solid Waste as described in Exhibit B. Contractor shall Transport and deliver Solid  
406 Waste placed by Customers in Solid Waste Containers in the City to the Approved Facility(ies).

## 407 **4.5 C&D COLLECTION**

408 Contractor shall Collect C&D materials from all Customers that subscribe to its C&D Collection services  
409 and Transport all Collected C&D Material to the Approved Facility, as specified in Exhibit B. Contractor  
410 shall charge Customers for C&D Collection services at City-approved Rates set pursuant to Section 8.9.A.

411 A. **C&D Recycling Requirements.** Contractor shall comply with the following requirements.

412 1. Comply with City's Construction and Demolition Debris ordinances, regulations and  
413 requirements.

414 2. Collect Organic Materials separately from other C&D and Transport the Organic Materials to  
415 an Approved Facility; or, upon City Contract Manager direction, Collect Organic Materials  
416 mixed with other C&D and Transport the materials to an Approved Facility.

417 3. Comply with the data collection and recordkeeping requirements of CalRecycle and California  
418 Building Standards Code including Part 11 California Green Building Standards Code  
419 (CALGreen) requirements for the Processing and Recycling of C&D including Organic Waste.

420 4. Cooperate with efforts by City and Approved Facility to comply with CALGreen requirements  
421 as provided in Item 3 above. Such cooperation may include complying with Approved Facility  
422 direction on where to dump loads, communicating Source Separation requirements to  
423 Generators and assisting City with preparation and distribution of informational materials.



#### 4.6 BULKY ITEMS AND REUSABLE MATERIALS

Contractor shall offer Bulky Item and Reusable Materials Collection services for Single Family Customers as described in Exhibit B. Contractor shall Transport all Bulky Items or Reusable Materials Collected under this Agreement to an appropriate for-profit or non-profit organization that as a core activity provides options for reuse of Reusable Materials. Contractor's annual report shall include information on it's use of such facilities during the previous year, as provided in Exhibit D, and shall upon request provide the City Contract Manager with additional information related to disposition of Collected Reusable Materials.

#### 4.7 SPECIAL EVENTS

A. **General.** Contractor shall provide Recyclable Materials, Food Scraps, and Solid Waste Collection services to up to ten (10) special events annually, examples of which are identified in the list of events in subsection (I), at no cost to the event organizer or City. Contractor shall provide the special event services to other events that are sponsored or approved by City upon thirty (30) calendar days advance request by the City Contract Manager. Special event services include:

1. Contractor provides some support for Edible Food Recovery Efforts. Contractor shall support the recovery of Edible Food from the special event in accordance with Section 4.8.4.
2. Contractor Only Acknowledges Efforts by Others. Contractor acknowledges that efforts to recover Edible Food at the special events may be conducted by others; and Contractor agrees not to interfere with such activities.
3. A combination of Items 1 and 2 above.

B. **Event Collection Stations.** Contractor shall provide and set-up event Collection stations for Collection of Recyclable Materials, Food Scraps, and Solid Waste at City-sponsored special events. Each event Collection station shall include a separate Cart or approved special event container, such as ClearStreams, for Recyclable Materials, Food Scraps, and Solid Waste, as appropriate. Contractor shall provide liners/bags for the Carts or approved containers at the Collection stations, and shall line the Carts or approved container as a part of the station set-up. Collection stations shall include adequate signs and labeling provided by Contractor. Such signs and labels shall be approved by the City Contract Manager prior to use.

C. **Collection Station Monitors.** Upon request by City Contract Manager, Contractor shall provide an adequate number of Collection station monitors to meet the needs of each special event. The Collection station monitors shall be present for the duration of each special event. Contractor shall require Collection station monitors to monitor event Collection stations and educate event attendees and vendors about what materials are acceptable in each Collection station Cart or approved container. The Contractor shall be responsible for transporting materials contained in event Collection stations to Drop Boxes, which will subsequently be Collected by the Contractor. Station monitors will also sort materials both at the Collection stations and at the Drop Boxes to ensure that they are properly separated and free of Contamination.

D. **Container Quantities, Delivery, and Removal.** Contractor shall provide an adequate number of Carts or approved containers to allow for the convenient disposal of Discarded Materials generated by participants at each event. Contractor shall deliver Carts or approved containers no later than two (2) hours prior to the start of the event. Contractor shall empty Carts or approved containers as needed during the event to prevent overflow of Discarded Materials. Contractor shall remove

Cart or approved containers within one (1) hour of the conclusion of event and shall place Carts or approved containers in an area for subsequent Collection by Contractor. Contractor shall Transport Discarded Materials no later than twelve (12) hours following the conclusion of the event or on the next Business Day.

E. **Public Education Booth** Public education efforts at special events including, but not limited to, staffing a booth or exhibit for the purposes of educating the public about services and programs offered by Contractor under this Agreement, shall be the responsibility of City; however, City Contract Manager may direct Contractor to assist with such public education efforts during the Term of the Agreement.

F. **Reporting.** Within fourteen (14) calendar days after the end of the event, Contractor shall submit a one-page report to the City Contract Manager and event organizer, as provided in Exhibit D. The report should include, at a minimum: the number of event Collection stations deployed at the event, the number of Collection station monitors, the weight of each material type (i.e., Recyclable Materials, Food Scraps, and Solid Waste) Collected.

G. **Use of Subcontractor or Community Organization or Group.** Contractor may, at its sole discretion and expense, coordinate with local youth or community groups, special event service providers, or charitable organizations to provide some or all of the required services. Regardless of Contractor's use of such an organization, Contractor shall be responsible for ensuring that service is provided to the Customer in a professional and timely manner. Contractor shall provide at least one (1) employee on site at each special event to monitor Subcontractor(s), community organization(s), or other groups.

H. **Edible Food Recovery.** City shall be responsible for distributing education materials regarding Edible Food recovery requirements to Commercial Edible Food Generators prior to special events and shall coordinate Edible Food recovery efforts at special events, including, but not limited to, requiring Commercial Edible Food Generators to agree via written agreements to recover Edible Food at special events. At least two (2) weeks prior to each special event, City Contract Manager shall notify Contractor of which Commercial Edible Food Generators are participating in Edible Food recovery activities.

Contractor shall support the recovery of Edible Food from special events in accordance with Section 4.8.4, or otherwise assist the City as requested.

I. **Events.** For special events which are identified in list of events below or otherwise hosted or sponsored by the City, Contractor shall provide the above-described special event services at the request of the event organizer, may negotiate the charges for such services consistent with the Approved Rates with the event organizer based on the specific needs of the event, and shall report to City Contract Manager as provided in Exhibit D.

List of Events:

1. Art and Wine Festival typically held the first weekend in June in the Downtown Area,
2. Music and Market event series on Wednesdays (11 events) and Saturdays (8 events) during summer,

3. DPS Fire Station #2 Pancake Breakfast,
4. Hands on the Arts,
5. State of the City,
6. Family Fall Fest,
7. School Walk-a-thons/ Events,
8. Up to 10 other events to be selected by City Contract Manager each year.

City Contract Manager may change dates and locations of events or substitute new events with fifteen (15) days prior notice to Contractor.

#### **4.8 SB 1383 REQUIREMENTS**

**Compliance Method.** The following SB 1383 requirements assume the use of a “standard” compliance approach in accordance with the Final Regulations issued in November 2020 (the “Final Regulations”). The distribution of City and Contractor responsibilities for SB 1383 is further described in Exhibit K. Exhibit K also contains definitions and other clarifying detail related to Section 4.8.

During the Term of this Agreement, City may elect to pursue a “performance-based Source Separated collection service” approach in accordance with Section 18998.1. as set forth in the Final Regulations. In general terms, based on the Final Regulations, the performance-based compliance approach will require provision of at least three Containers for Source Separated Collection of Discarded Materials to ninety percent (90%) of Residential Customers and to ninety percent (90%) of Commercial Customers, while reducing some requirements for the City and the Contractor, as described in Section 18998.2. The performance-based compliance approach places significant added responsibility on Processors; Contractor shall coordinate with the Approved Facility(ies) as necessary to ensure Organic Materials and Recyclable Materials are provided in a form that allows for Processing in accordance with the Final Regulations. Contractor shall also coordinate with the Approved Facility(ies) as necessary to ensure Solid Waste characterization studies can be conducted in accordance with the Final Regulations. Should the City elect to pursue such a performance-based compliance approach, the City Contract Manager and Contractor shall meet and confer at least six (6) months prior to the implementation of the performance-based approach.

**Key SB 1383 Staff.** As described in Exhibit G1 Technical Proposal, and as provided in Exhibit G2 Cost Basis for Proposal and Exhibit G4 Implementation Plan and Schedule, Contractor shall hire two fully qualified individuals for the new Contractor staff positions of SB 1383 Compliance Manager and Outreach and Education Specialist. The SB 1383 Compliance Manager and Outreach and Education Specialist shall have primary responsibility for planning and executing all compliance, outreach, and technical assistance activities necessary to ensure successful implementation of all SB 1383-related requirements of this Agreements, including managing the work of a technical assistance Subcontractor, as applicable, and ongoing close coordination with the City Contract Manager and their designees. The ongoing need for a full-time Outreach and Education Specialist position will be reviewed during annual Contractor Payment reviews as part of assessing overall Contractor and City compliance with SB 1383 requirements.

**Contractor Access to Additional SB 1383 Monies.** During Contract Years One (1) and Two (2) and separate from the Contractor Payment review process, Contractor may request City Contract Manager provide rapid Contractor access of up to one hundred thousand dollars (\$100,000) per year to meet specific, immediate needs related to timely Contractor implementation of SB 1383. Contractor shall provide brief documentation reasonably sufficient to support the specific need(s) that would be met by the request, identify the harm if the expense is not incurred, and identify any feasible alternative means of meeting the need. Prior to the Commencement Date, the City Contract Manager shall coordinate City development of a process to respond to such Contractor requests and to provide rapid disbursement of monies as appropriate. Alternatively, Contractor may use the process described in this paragraph to request prior written confirmation from the City Contract Manager that the expense, if incurred by Contractor will be considered an allowable expense as provided in Exhibit E for the purposes of determining Contractor's Payment.

#### **4.8.1 SB 1383 Inspections and Enforcement**

##### **A. Annual Compliance Reviews**

1. **General.** Contractor shall perform Customer compliance reviews described in this Section commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.
2. **Commercial Generator Compliance Reviews.** Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Materials, to determine their compliance with: (i) Generator requirements under this Agreement; and (ii) if applicable for the Customer, Self-Hauling requirements per Section 18988.3. as set forth in the Final Regulations and the Sunnyvale Municipal Code, including whether a Commercial Premise is complying through Back-Hauling Organic Materials. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service.
3. **Annual Hauler Route Review.** Beginning April 1, 2022 and annually thereafter, the Contractor shall conduct annual Hauler Route reviews of Commercial, Multi-Family, and Single-Family Generators for compliance with the City's Discarded Materials Collection program and Container Contamination monitoring. Generator compliance Hauler Route reviews may be performed concurrently with the Contamination monitoring Hauler Route reviews, provided that Contractor documents a reasonable sampling, based on direction from City Contract Manager, of Generators for which compliance with the City's Discarded Materials Collection program during the Hauler Route review was assessed.
4. **Food Recovery Compliance Reviews.** Commencing January 1, 2022 and at least annually thereafter, Contractor shall conduct inspections of Tier One Commercial Edible Food Generators to assess compliance with the requirements of the Final Regulations. Commencing January 1, 2024 and at least annually thereafter, Contractor shall expand its Edible Food Generator compliance reviews to include inspections of Tier Two Commercial Edible Food Generators.

##### **B. Compliance Review Process**

1. **Number of Reviews.** The Contractor shall conduct Hauler Route reviews and inspections of entities described in this Section at a minimum of once per year or as directed by City Contract Manager to adequately determine the entities' overall compliance with SB 1383, AB 1826, and AB 341. City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

2. **Non-Compliant Entities.** From January 1, 2022 through December 31, 2023, when compliance reviews are performed by Contractor pursuant to this Section 4.8, Contractor shall provide City-approved educational materials, as described in Section 4.9 and Exhibit C, in response to violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within two (2) Working Days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided and report such information to the City Contract Manager in accordance with Exhibit D. Beginning January 1, 2024, the Contractor shall document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to this Section 4.8, and shall report all Customers and Generators with SB 1383 violations to the City Contract Manager in accordance with Exhibit D. The City shall be responsible for subsequent enforcement action against the Generator or Customer.

3. **Documentation of Inspection Actions.** The Contractor shall generate a written or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Exhibit D.

C. **Documentation of Complaints.**

1. **General.** Contractor shall maintain a computer database log of all oral and written SB 1383-related complaints received by Contractor from Customers or other Persons in accordance with Section 4.12 and Article 6.

2. **SB 1383-Noncompliance Complaints.** For complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall document such complaint investigations in accordance with Exhibit D. Contractor shall provide this information in a brief complaint report to the City Contract Manager for each SB 1383-noncompliance complaint within five (5) Working Days of receipt of such complaint, and a monthly summary report of SB 1383-noncompliance complaints in accordance with Exhibit D.

3. **Investigation of SB1383-Noncompliance Complaints**

a. **Investigation.** Contractor shall assist City in meeting its obligation to investigate Complaints by commencing an investigation within thirty (30) days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 and if City Contract Manager determines that the allegations against the entity, if true, would constitute a violation of SB 1383; and, (ii) upon City Contract Manager request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true,



would constitute a violation of SB 1383. Contractor is required to investigate complaints against Customers and Generators, and not against Edible Food recovery organizations, Edible Food recovery services, and other entities regulated by SB 1383.

Contractor shall investigate the complaint by:

- i. Reviewing the Service Level of the Customer (if the entity is a Customer of the Contractor);
- ii. Reviewing the waiver list, if applicable, to determine if the entity has a valid, City-approved de minimis, space constraint, or Collection frequency waiver;
- iii. Reviewing the Self-Haul registration list, if applicable, to determine if the entity has registered and reviewing the entities reported Self-Haul information;
- iv. Inspecting Premises of the entity identified by the complainant, if warranted; and,
- v. Contacting the entity to gather more information, if warranted;
- vi. Affixing a City-approved notice of complaint on the Customer's Container that includes SB 1383 Generator requirements and, if applicable, provides a City-approved deadline for correction, in accordance with Section 4.12.2.

- b. **Reporting.** Within ten (10) days of completing an investigation of an SB 1383-noncompliance complaint, Contractor shall submit to City Contract Manager an investigation complaint report that documents the Customer account in question, the nature of the complaint, the investigation performed, and recommends to City whether or not the entity investigated is in violation of SB 1383 based on the Contractor's investigation. The City shall make a final determination of the allegations against the entity.

Contractor shall provide to City Contract Manager in its monthly report a list of all Customer complaints that have not been resolved by Contractor within thirty (30) days of receiving such complaints. The Customer complaint list shall include the Customer's account information, including Customer's then-current Service Level, the nature of the complaint, and Contractor's efforts to resolve the complaint. City, or its designee, shall be responsible for investigating such outstanding complaints received by Contractor.

Within three (3) Working Days of the City's or its designee's request, Contractor shall provide City or its designee with Customer account information and other documentation that may be useful in the investigation, such as records of the Customer's two most recent change(s) in Service Level and other Customer service records.

#### **4.8.2 SB 1383 Contamination Minimization Program**

- A. **General.** Contractor shall assist in minimizing Contamination by helping to educate Customers on acceptable and non-acceptable materials, by monitoring the contents of Collection Containers, and by refusing to Collect Containers with visible Prohibited Container Contaminants as provided in

Section 4.12.2. Route supervisors are responsible for ensuring Contractor compliance with all on-route aspects of the Contamination minimization program specified in this Section 4.8.2.

- B. **Hauler Route Reviews; Methodology and Frequency.** Commencing on or before January 1, 2022, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Containers in a manner that is deemed safe by the Contractor; is approved by the City; and is conducted in a manner that results in all Hauler Routes being reviewed annually.

The Contractor shall visually inspect the contents of a reasonably representative number of Containers, as directed and approved by City Contract Manager, per Hauler Route to search for Prohibited Container Contaminants, for each and every Hauler Route. The Containers shall be randomly selected by a method approved by the City Contract Manager.

Contractor shall develop a Hauler Route review methodology that complies with the requirements of Section 18984.5(b) as set forth in the Final Regulations. Contractor shall submit its proposed Hauler Route review methodology for the coming year to the City Contract Manager no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include its plan for Container inspections, and shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. City Contract Manager shall review, comment on, and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval. If the City Contract Manager notifies the Contractor that the methodology is inadequate to meet the requirements of SB 1383, Contractor shall, at its sole expense, revise the methodology and, after obtaining City Contract Manager approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure.

The City's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation by the City. In addition, Contractor shall provide email notice to the City's Contract Manager no less than ten (10) Working Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

Unless otherwise directed by City, drivers that dismount from Collection vehicles in order to empty Containers shall lift the Container lid and observe the contents of a reasonably representative number of Containers (including Organic Materials Containers, Recyclable Material Containers, and Solid Waste Containers), as directed and approved by City Contract Manager. If Prohibited Container Contaminants appear to be present in excess of standards agreed upon by the Parties, the driver will affix a "Courtesy Notice" to the Container in accordance with Section 4.12.2. The driver shall record the observation, which shall include photographic evidence, in the on-board computer system.

Unless otherwise directed by City, drivers providing automated Collection service shall observe, via the City-approved hopper video camera and monitoring system, the contents of the Container as it is being emptied into the vehicle. Such video recordings shall be maintained by Contractor and made available to City for review, upon City request. If the driver observes Prohibited Container Contaminants in excess of standards agreed upon by the Parties, the driver shall affix a "Courtesy Notice", and follow the applicable procedures specified in Section 4.12.2.

- C. **Identification of Excluded Waste.** If a driver observes Excluded Waste in an uncollected Container, the driver shall affix a Non-Collection Notice to the Container, and follow the applicable procedures specified in Section 4.12.2.F
- D. **Assessment of Contamination Fees.** No less than ninety (90) days prior to the Commencement Date, Contractor and City shall meet and confer to discuss the use of Contamination Fees for Customers that do not properly sort their Discarded Materials, and to review the requirements of Sections 4.12.2.H-K.
- E. **Communications with Customer.** Contractor shall communicate with Customers in accordance with Section 4.12.2.
- F. **Contractor Return for Collection.** Contractor shall return to Customer Premises for Collection of Discarded Materials in accordance with Section 4.12.2.
- G. **Disposal of Contaminated Materials.** Contractor may Dispose of Contaminated materials observed in Customer's Organic Materials Container or Recyclable Materials Container in accordance with Section 4.12.2.
- H. **Monthly Reporting Requirements.** Contractor shall maintain records and report to the City Contract Manager monthly on Contamination monitoring activities and actions taken, in accordance with Exhibit D.

#### **4.8.3 SB 1383 Container Requirements**

To ensure compliance with SB 1383 Container color and labeling requirements, and in coordination with any related activities that occur prior to the Commencement Date, Contractor shall confer with the City Contract Manager prior to placing orders for, purchasing, taking delivery of, and/or utilizing any new Containers as provided for in Section 5.6.

- A. **Color Standards.** As of the Effective Date, prior to ordering Containers Contractor shall notify the City Contract Manager. The Parties shall meet and confer as necessary to determine the most cost-effective means for providing consistent messaging to Customers in compliance with SB 1383 Container color requirements.
- B. **Labeling Requirements.** Upon City direction, Contractor shall provide Customers with Containers that have SB 1383-compliant labels or in-mold labels consistent with the requirements of this Section 4.8.3. At least six (6) months prior to Commencement Date, City and Contractor shall meet and confer to finalize Contractor Container labeling requirements.
1. **Labeling Existing Containers.** As soon as practicable after January 1, 2022, and with City consent, Contractor shall place a label on each Container that has been provided to Customers and any Containers delivered to Customers thereafter. Contractor shall place the label on the body of each Container or Container lid. Container labels shall clearly indicate what materials are allowed to be placed in each Container and what materials are Prohibited Container Contaminants for each Container. Container labels shall include language or graphic images, or both.



Prior to ordering labels for Containers, Contractor shall submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Contract Manager for approval. Contractor shall promptly replace labels that peel off or become unreadable.

2. **Imprinted or In-Mold Labels for New Containers.** On or before the Commencement Date, Contractor shall provide Containers with imprinted text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Contract Manager for approval.

#### **4.8.4 Food Recovery Program**

Contractor shall cooperate with, and as directed by City Contract Manager coordinate with the City and third parties in the implementation, expansion, and operation of Edible Food recovery efforts in the City.

Contractor shall conduct inspections of and provide City-developed educational materials to Tier One and Tier Two Commercial Edible Food Generators in accordance with Section 4.8.1 and Exhibit K.

Contractor shall support the recovery of Edible Food from special events in accordance with Section 4.7 and Section 18991.3 as set forth in the Final Regulations. Contractor acknowledges that efforts to recover Edible Food at the special events may be conducted by others; and, Contractor agrees not to interfere with such activities.

During Contract Year One (1) and as further described in Exhibit G1 Technical Proposal, Contractor shall, at its own expense spend up to one hundred thousand dollars (\$100,000) to purchase a vehicle to be owned and operated by Sunnyvale Community Services, for the Service's exclusive use in collecting Edible Food from Tier One and Tier Two Commercial Edible Food Generators located in the City. The vehicle may, with prior City Contract Manager approval, be co-branded with City, Contractor, and Sunnyvale Community Services logos.

Contractor shall submit Edible Food recovery reports to the City Contract Manager as specified in Exhibit D.

#### **4.8.5 SB 1383 Generator Waiver Program Coordination**

##### **A. Types of Generator Waivers**

1. **General.** The following SB 1383 waivers are defined in Section 18984.11 as set forth in the Final Regulations, for implementation, individually or collectively, at City discretion. Should the City elect to allow one or more Generator waivers pursuant to SB 1383, Contractor shall coordinate with City as necessary to comply with this Section 4.8.5. Contractor understands and accepts that Contractor's scope of services, and provision of services may be affected by City grant of waivers. Contractor shall cooperate with, and as directed by City Contract Manager coordinate with the City regarding verification of eligibility for, and issuance of waivers. Waivers issued shall be subject to compliance with SB 1383 requirements or other requirements specified by the City.

2. **De Minimis Waivers (Three-Container Systems).** The City may elect to waive a Commercial Customer's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements as set forth in this Agreement, pursuant to SB 1383, and in the Sunnyvale Municipal Code if the Commercial Customer provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

a. The Commercial Customer's total Solid Waste Collection service is two (2) cubic yards or more per week, and its Organic Materials or Recyclable fibers comprises less than twenty (20) gallons per week, per applicable Container, of the Commercial Business' total waste; or,

b. The Commercial Customer's total Solid Waste Collection service is less than two (2) cubic yards per week, and its Organic Materials or Recyclable fibers comprises less than ten (10) gallons per week, per applicable Container, of the Commercial Business' total waste.

3. **Physical Space Waivers.** The City may elect to waive a Commercial Customer's or Property Owner's obligation to comply with some or all of the Recyclable Materials or Organic Materials Collection service requirements as set forth in this Agreement, pursuant to SB 1383, and in the Sunnyvale Municipal Code if the Commercial Customer or Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials and/or Organic Materials Containers. Should the City elect to grant such physical space waivers, Multi Family Customers that do not have sufficient space to comply with some or all of the Organic Materials Collection service requirements set forth in this Agreement may be required to Self-Haul Organic Materials to the Approved Facility, subject to Applicable Law.

4. **Collection Frequency Waivers.**, The City may elect to allow the Contractor to provide Collection of Solid Waste once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the City.

B. **Contractor Recordkeeping of Generators Granted Waivers.** Upon Contractor's request no more than four (4) times per year, the City Contract Manager shall provide Contractor an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Contractor shall maintain waiver-related records and report on waiver verifications pursuant to Exhibit D.

#### **4.8.6 SB 1383 Procurement Requirements**

Contractor shall take direction from the City Contract Manager, and shall actively assist the City in meeting the Organic Materials procurement standards of Section 18993.1 of The Final Regulations. In particular, Contractor shall be proactive in tracking and evaluating the availability SB 1383-complaint vehicle fuel for use in Contractor vehicles as provided in Section 5.5.B.

#### **4.9 PUBLIC EDUCATION AND OUTREACH**

Section 4.9 describes the broad roles of the Parties in provision of public education and outreach efforts. Contractor's specific public education and outreach requirements are contained in Exhibit C. Contractor's provision of technical assistance to Generators is described in Section 4.10.

- A. **Program Objectives.** The City shall be responsible for overseeing the design, production, distribution, and implementation of a public education and outreach program. The City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for Source Reduction, Reuse, and material recovery, and supporting compliance with Applicable Laws and regulations, including, but not limited to, SB 1383.

In general, City-provided public education and outreach aims to: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of Source Reduction, Reuse, Recycling, and Organic Materials Recycling; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing Contamination of Recyclable Materials and Organic Materials; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, or Recyclable; (v) encourage Generators to participate in Edible Food recovery efforts and source reduce wasted Edible Food; (vi) encourage the use of Compost; and (vii) encourage Generators to purchase products/packaging made with Recycled content materials. The cumulative intended effect of these efforts is to reduce each Generator's reliance on Contractor-provided Solid Waste Collection service and, ultimately, Disposal, and Contractor agrees to support and not undermine or interfere with such efforts.

- B. **Contractor Cooperation and Support for City Educational Efforts.** Contractor shall design and distribute some outreach materials as indicated in Exhibit C and support City in the design and distribution of all other public education and outreach materials, information, and messaging. Contractor shall cooperate and coordinate with and take direction from the City Contract Manager to ensure that public education and outreach to City residents and businesses is consistent in content, format, and delivery. Contractor shall obtain prior approval from the City Contract Manager for development and/or distribution of any Contractor-provided public education materials, including, but not limited to print, radio, television, or social media before publication, distribution, and/or release. City may require Contractor to include City identification and contact information on public education materials.

- C. **Content and Production Requirements.** With the exception of items listed as Contractor's responsibility in Exhibit C, the City shall be responsible, in its sole discretion, for preparing all public education materials, in accordance with the requirements of 14 CCR Chapter 12 Article 4, and may request that they be reviewed by Contractor prior to production. Contractor shall review and comment on the materials within five (5) Working Days of such request.

- D. **Contractor Website.** In accordance with Section 4.12.1, Contractor shall develop and maintain a website that is fully compliant with the requirements of the "Americans with Disabilities Act" (42 U.S.C. Section 12101), and shall post all City-approved, service-related information on its web site, and shall review and update such service-related information at least once per quarter or more frequently as directed by City Contract Manager.

#### **4.10 TECHNICAL ASSISTANCE**

- A. **General.** Provision of Generator technical assistance is a key element in Contractor's successful implementation of SB 1383 compliance requirements. It is City's expectation that subcontractor(s) hired by the City pursuant to subsection B., and/or Subcontractor(s) hired by Contractor, and City

shall work in close coordination to provide Generator technical assistance, which includes in-person site visits and assessments. Contractor staff shall not provide Generator technical assistance without prior City training, or City-approved training by subcontractor(s) or Subcontractor(s) provided under subsection B.

- B. **Coordination with City and Third Parties.** No less than one hundred and eighty (180) days prior to the Commencement Date, City and Contractor shall confer regarding use of a third party(ies) for provision of technical assistance in support of AB 1826 and SB 1383 compliance. City may require Contractor's use of a City contractor to assist both Parties in providing these services. The City anticipates the City contractor's technical assistance scope of work to include activities such as: advising Contractor and City management and staff on planning and execution of technical assistance activities; and training of Contractor and City staff. The scope of work may also include assistance with SB 1383 compliance reviews as provided in subsection C., Hauler Route reviews, and additional activities or assistance as needed. Contractor's required use of, and coordination with the City's technical assistance contractor shall in no way relieve Contractor of its responsibilities as enumerated in this Agreement.

- C. **AB 1826 Compliance.** To ensure Commercial Customer compliance with AB 1826, City may categorize Commercial Customers into four different phases (phase one, phase two, phase three, and phase four) to represent varying levels of outreach and inspection to be conducted by City and Contractor. Phase one Commercial Customers are those that generate at least eight (8) cubic yards of Organic Materials per week and are not yet compliant with AB 1826. The City shall be responsible for conducting inspections, outreach, and setting up service for such phase one Commercial Customers. Phase two Commercial Customers are those that generate at least four (4) cubic yards of Organic Materials per week and are not yet compliant with AB 1826. City and Contractor shall be responsible for conducting inspections, outreach, and setting up service for such phase two Commercial Customers. City shall notify Contractor of which phase two Commercial Customers are the responsibility of Contractor. Phase three Commercial Customers are those that generate at least four (4) cubic yards of Solid Waste per week and are not yet compliant with AB 1826. Phase four Commercial Customers are those that generate at least two (2) cubic yards of Solid Waste per week and are not yet compliant with AB 1826. The Contractor shall be responsible for conducting inspections, outreach, and setting up service for all such phase three Commercial Customers.

- D. **SB 1383 On-Site Compliance Assessments.** Beginning on the Commencement Date, Contractor shall conduct an SB 1383 on-site compliance assessment for each Multi-Family and Commercial Customer within the City. Contractor shall follow the compliance review protocol provided in Section 4.8.1.B, as well as noticing procedures provided in Section 4.12.2. Upon provision of service to each new Multi-Family and Commercial Customer, Contractor shall conduct an SB 1383 on-site compliance assessment. Assessments shall identify requirements for the regulated entity under SB 1383 (including, but not limited to, specific requirements for Commercial Edible Food Generators) and assess the current level of compliance with those requirements. All existing Recyclable Materials and Organic Materials reduction programs, developed pursuant to SB 1383, shall be noted and quantified in the assessment documentation and shall be submitted to the City as provided in Exhibit D. The Contractor shall identify opportunities for reduced Disposal of Recyclable Materials and Organic Materials, including Source Reduction and Edible Food recovery.

Beginning July 1, 2022, and annually thereafter, Contractor shall confer with City Contract Manager, and shall re-visit some or all non-waived Generators required to enroll in Collection service pursuant

to the Sunnyvale Municipal Code. The Contractor shall ensure that these Generators are participating in Recyclable Materials and Organic Materials Collection Service. If the Generator is not in compliance or is not participating, the Contractor's representative shall attempt to resolve any logistical barriers to compliance with City's Collection service requirements and assist the Customers with selecting appropriate Service Levels for Discarded Materials. Contractor shall provide ongoing, on-site training for: (i) Commercial Generators' staff regarding SB 1383 requirements, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and (ii) Multi-Family Customers' staff, including, but not limited to: the property manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials.

#### 4.11 BILLING

A. **Billing by City.** City shall prepare, mail, and collect bills for Solid Waste Collection services provided by Contractor as a part of the City's municipal utility billing system. City shall retain all sums it collects, and Contractor has no claim to them. Contractor shall timely comply with City's billing protocol and report to the Utility Division of the City Finance Department both regular and special Customer billable services at the scheduled time, by the means and media and in the manner prescribed in Section 4.11, including additional Containers that Contractor Collects but that are not recorded as part of that Customer's regularly scheduled service accounts.

B. **Billing by Contractor.** Contractor shall prepare, mail, and collect bills for all specialized, on-call Collection services provided by it that are not billed through City's municipal utility billing system, in accordance with Section 4.11.

Contractor shall prepare and issue formal billings for services it provided, including subsequent to issuing written receipts for services paid for in cash.

Contractor shall only bill and collect at City approved Rates.

C. **Reports by Contractor of Billings.** Contractor will submit to City three (3) copies of a written report, in a form acceptable to and approved by the City's Contract Manager, listing by date and amount all bills and cash receipts issued under Section 4.11.B. Contractor will submit the report covering the immediately preceding month on or before the 5th day of each month or within 3 Working Days of City's request.

City will receive full credit, against Contractor's Payment due under Article 8, for all services performed and billed by Contractor under authority of the Franchise and this Agreement. The credit is based on invoices billed and the credit risk is for account of Contractor, which is solely responsible for taking necessary steps to collect its bills. City has no liability or responsibility for Customers' nonpayment of Contractor's bills. Contractor may require prepayment from Customers that Contractor bills.

D. **City's Right to Direct Termination of Service to Premises.** City may direct Contractor to suspend or terminate Solid Waste Collection services from any Premises if the Owner or Occupant thereof (or other Party responsible for payment of City's utility bills) is delinquent in payment of such bills. City indemnifies and holds Contractor harmless from any liability or costs associated with Contractor's suspending or terminating pursuant to directions of City under this Section. Contractor will promptly implement City directions to suspend or terminate service.



- E. **Contractor Use of Technology in Billing.** Contractor shall take City direction regarding the use of billing-software systems which may be required to operate in compatibility with a City Customer Relationship Management System (CRM), as provided in Section 4.12.1, or other systems for billing.

## **4.12 CUSTOMER SERVICE PROGRAM**

Contractor acknowledges that provision of high-quality Customer service in coordination with the City is among the most important Contractor functions specified in this Agreement. Contractor acknowledges that Customer contact with Contractor's employees by telephone, email, website, and such other electronic means as City may direct, is critical in establishing and maintaining good Customer service, relations, and satisfaction. Contractor systems and format for recording and responding to Customer Complaints, inquiries, and service orders shall be compatible with City systems and are subject to review and approval of the City Contract Manager.

### **4.12.1 Program Requirements**

- A. **Office.** Contractor shall establish and maintain a business office for purposes of carrying out its obligations under this Agreement.

- B. **Office Hours.** Contractor shall keep its office open to the public from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 9:00 a.m. to noon on Saturdays. Contractor may close its office on Sundays and those Holidays listed in Section 5.2.

- C. **Availability of Representatives.** Contractor shall make its representatives available during the office hours to communicate with the public and City in person, by telephone, and by email. Contractor representatives assisting the public shall be knowledgeable regarding provision of all services and rates.

- D. **Telephone.** Contractor shall throughout the Term of this Agreement use, maintain, and pay all costs associated with operation of a telephone system that logs and stores information related to all calls received. The telephone system shall be made available for Customers to leave a message twenty-four (24) hours per day, and affords Customers direct contact with Contractor representatives during office hours provided in subsection B. The telephone system shall be sufficient, in the sole discretion of City Contract Manager, to handle the volume of calls typically experienced on the busiest days, such as those that occur during implementation of new services. In accordance with Section 6.1, Contractor shall maintain all records related to Customer calls, including, but not limited to, total number of calls received, the number of calls that hang up, the number of calls placed on hold, and the duration of time that calls are placed on hold. Contractor shall track and provide City Contract Manager the aforementioned data on a monthly basis as part of the monthly report as provided in Exhibit D. City may request immediate update of this information, and Contractor shall respond to such request within three (3) Working Days of initial City Contract Manager request.

Contractor shall give City access to these records during Working Hours. If City elects to utilize a Customer Relationship Management System (CRM) or similar system during the Term of this Agreement, Contractor shall be required to utilize the same CRM system to document and maintain Customer records as required under this Section. Contractor and City shall meet no less than six (6) months prior to City's implementation of the CRM system to coordinate with Contractor. City intends to provide Customers with a seamless service experience, preferably through use of a mobile application through which a Customer can place service requests, log Complaints, receive service confirmations, obtain billing information, make bill payments, and receive tailored service

and outreach messaging. Contractor shall assist the City in implementing such a system and coordinate on integration or replacement of existing Contractor CRM system(s) as needed.

- B. **City-Initiated Service.** City's Utility Division of the City's Finance Department will record and notify Contractor of all service orders received from Customers billed by City, such as for Customers who request "on-call" service.

Service orders include:

1. Starting new service;
2. Changing existing Service Level;
3. Stopping existing service;
4. Changing identity of Customer (authorization, ownership or occupancy);
5. Changing Container size, type or number;
6. Requesting countertop FoodCycle kitchen pail;
7. Changing frequency of pickup;
8. Changing Container location;
9. Subscribing to backyard service for disabled or elderly in accordance with Exhibit B;
10. Subscribing to push-out service at Commercial/Industrial or Multi-Family Premises; and
11. On-Call service, including additional Curbside Single Family service; Debris Box Collection service; and Compactor service.

If Contractor receives service orders via telephone from Commercial/Industrial Customers and their billing is maintained by City, Contractor shall transfer such telephone calls to the Utility Division of the City's Finance Department. If Contractor receives service orders in electronic form or in-person from Commercial/Industrial Customers and their billing is maintained by City, Contractor shall transmit such service orders to City via Contractor's electronic transfer system or another form approved by the City for recording in City's municipal utility billing system.

- C. **Contractor-Initiated Service: On-call/Roll-off.** Contractor shall record and implement all service orders that Contractor receives from Customers whose service accounts are not programmed into City's utility billing system, including roll-off and most "on-call" service requested from Contractor by Customers. Contractor shall submit documentation of provision of such services on a monthly basis in accordance with Exhibit D.

- D. **Service Order Documentation and Resolution.** Contractor shall record the status of unresolved service orders in Contractor's computerized Customer service system, as described in this subsection (D). Such status notes shall clearly indicate the nature of the service order and the approximate day and time the service order will be resolved.

Contractor shall provide to City Contract Manager a list of all outstanding service orders that have not been completed within two (2) weeks of service order receipt by Contractor from City and Customers. The outstanding service order list shall include Customer account information, type of service order, and date of service order submission for each service order identified. Contractor shall provide this list, in a format approved by City Contract Manager, at least three (3) Working Days prior to City and Contractor's monthly Franchise Roundtable Meeting at which time Contractor and City will determine how and when outstanding service orders will be resolved.

- E. **Customer Complaint Documentation and Resolution.** Contractor is responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer Complaints relating to service and billing for those services billed by Contractor or City.

Contractor shall record in a separate digital log all Complaints, noting the name, address, telephone number, and email address if available, of complaining caller; date and time that the Complaint was received; identification of employee receiving Complaint; description of Complaint and characterization of Complaint type (such as missed pickup, spilled trash, noise, etc.); description of response; and description and date of resolution, all in accordance with Section 6.1. Contractor shall make available this digital Complaint log for inspection by City during Working Hours.

Contractor shall utilize a "Customer is always right" approach, shall not challenge or dispute the Customer's assertions or Complaints, and shall at all times prioritize Customer satisfaction.

In addition, Contractor shall compile a summary statistical table and/or graph of the digital Complaint log and submit the table and/or graph to City Contract Manager as part of the monthly report as provided in Exhibit D. Contractor shall retain such logs for the time required in Section 6.1.

Contractor shall respond to all Complaints from Customers as provided in this Section 4.12. Contractor's timely response to Complaints does not excuse Contractor's breach of obligation to provide timely service (such as a missed Collection). Despite such timely response, City may assess Liquidated Damages related to Contractor's breach of obligation (such as missed Collections), as provided in Section 10.6 and Exhibit F. Contractor shall make written communication of the response of Contractor to the caller within five (5) Working Days of receipt of the Complaint.

Contractor shall digitally track the resolution of Complaints in a manner that is approved by the City Contract Manager, and that allows the City to inspect the status of Customer Complaints during Working Hours. Such digital tracking shall indicate the exact time and date Customer Complaints are resolved. Upon request by City, Contractor shall implement a City-approved real-time digital Complaint tracking system(s), for example a Collection Vehicle on-board computer unit, which allows City and Contractor to determine, in real-time, when Customer Complaints have been resolved. Contractor shall be compensated as a change in scope, as provided in Section 3.5.

#### **4.12.2 Missed Collections and Non-Collections**

No less than one hundred and twenty (120) days prior to the Commencement Date, the Parties shall meet to discuss development of a standard operating procedure (SOP) to apply to all aspects of Customer non-Collection noticing and resolution, to be modeled on that in use for Commercial Customers. At least ninety (90) days prior to the Commencement Date, Contractor shall submit the draft SOP for City approval, to ensure that the SOP is finalized prior to the Commencement Date. Section 4.12.2 provides a general framework for development of the SOP.



A. **Missed or Incomplete Collection Complaints.** When handling Customer Complaints related to missed or incomplete Collections, Contractor shall not question or contest the Customer's claim that the Collection was missed or incomplete, even in cases where the route driver recorded the Container(s) in question as already "Collected" or "not out." In the event Customer has a pattern of inaccurately reporting missed Collections, including, but not limited to, reporting three (3) missed Collections within a calendar year, Contractor may disqualify the Customer from receiving future missed Collection service for the subsequent twelve (12) month period. Contractor shall document Customers that are disqualified from receiving missed Collection service in its monthly report, as described in Exhibit D. At a minimum, the monthly report shall include documentation of the Customer's prior Complaints and resolution thereof; and call center notes taken during the Complaint calls.

B. **Schedule for Resolution of Missed or Incomplete Complaints.** Contractor shall resolve each and every Customer Complaint of a missed or incomplete Collection by returning to the Customer address and completing the Collection. For all Complaints related to missed Collections that are received by 3:00 p.m. on a Working Day, the Contractor shall return to the Customer address and Collect the missed materials on the same Working Day on which the missed Collection was reported. For those Complaints related to missed Collections that are received after 3:00 p.m. on a Working Day, the Contractor shall have until the end of the following Working Day to resolve the Complaint.

Contractor shall not be required to return and complete a Collection in response to a Complaint if the Contractor's driver has left a Non-Collection Notice in accordance with this Section 4.12.

C. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date, Contractor shall develop and submit to the City Contract Manager the following for review and approval:

- A template Courtesy Notice, for use in instances of improper set-out of Discarded Materials, overloaded Containers, or observed Contamination, which the Contractor, at its sole option, elects to Collect as a courtesy to the Customer;
- A template Non-Collection Notice, for use in instances of acceptable non-Collection of Discarded Materials; and
- A template SB 1383 Complaint notice, for use in instances of Contractor investigation of SB 1383-related Customer Complaints, as described in Section 4.8.1.

In the event that Contractor encounters circumstances at a Customer Premises which prevents the Contractor from Collecting Discarded Materials which have been placed for Collection, Contractor shall leave a Non-Collection Notice at the Customer Premises clearly explaining Contractor's reason for refusal to Collect the Discarded Materials. Contractor shall not be required to Collect Discarded Materials which are reasonably believed to contain Excluded Waste, pursuant to the requirements of this Section. If Contractor intentionally refuses to Collect Discarded Materials (including Cardboard overages), but does not leave a Non-Collection Notice, it shall be considered a missed Collection. Contractor may propose an alternative to a paper Non-Collection Notice left at Customer Premises (e.g., Customer notification via a phone call or e-mail) subject to City Contract Manager approval. Such an alternative must involve timely and pro-active Contractor communication with Customer.

1102 D. **Courtesy Collections for Admitted Late Set-Outs.** In the event that a Customer: (i) reports that their  
1103 Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the  
1104 Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the  
1105 Collection; and (iii) requests that the Contractor return and Collect their Containers, Contractor shall  
1106 return to the Customer Premises and provide a Courtesy Collection at no charge to the Customer.  
1107 Contractor is not required to provide more than two (2) Courtesy Collections for admitted late set-  
1108 outs per Customer per calendar year. For Residential Customers, one (1) Courtesy Collection  
1109 represents Collection of up to three (3) Carts (Recyclable Materials, Organic Materials, Solid Waste)  
1110 per incident. Contractor shall complete the Courtesy Collection by the end of the following Working  
1111 Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor  
1112 documents in writing, that the event did not constitute a missed or incomplete Collection event by  
1113 the Contractor.

1114 E. **Courtesy Collections for Contaminated Containers.** If the Collection vehicle driver observes  
1115 Contamination in excess of standards agreed upon by the Parties, the driver shall affix a Courtesy  
1116 Notice to the emptied Container. The Courtesy Notice shall: (i) inform the Customer of the observed  
1117 presence of Prohibited Container Contaminants; (ii) include the date and time the notice was left;  
1118 (iii) describe the City-approved return trip fee to Customer for Contractor to return and Collect the  
1119 Container after Customer removes the Contamination for Containers that were not emptied; and  
1120 (iv) describe the Contamination Fee the Contractor may assess after the second Courtesy Notice has  
1121 been issued. Contractor shall not provide more than two (2) Courtesy Collections for Contaminated  
1122 Containers per Customer per calendar year. The next day on which that Customer is to receive  
1123 service, following Contractor issuance of a second Courtesy Collection, the driver shall dismount the  
1124 Collection vehicle, lift the lid of the Container, and visually inspect the contents. If the driver  
1125 determines that the Container again contains Prohibited Container Contaminants, driver shall affix  
1126 a Non-Collection Notice to the Container in accordance with this Section and shall not Collect the  
1127 Discarded Materials.

1128 After the issuance of two Courtesy Collections, Contractor may refuse to Collect Recyclable  
1129 Materials or Organic Materials Containers that are contaminated in accordance with Exhibit B, and  
1130 shall leave an approved Non-Collection Notice informing Customer how to properly separate  
1131 materials. During the first year of the implementation of new and expanded Organic Materials  
1132 Collection to Multi-Family and Commercial Generators, Contractor shall perform at least two (2)  
1133 Courtesy Collections per Contract Year per Customer of contaminated Recyclable Materials, and at  
1134 least two (2) Courtesy Collections per Contract Year per Customer of contaminated Organic  
1135 Materials Containers, and leave an approved Courtesy Notice notifying the Customer of the specific  
1136 materials that have been incorrectly placed, and informing the Customer in which Container the  
1137 materials should be placed. A Courtesy Collection of contaminated Recyclable Materials or Organic  
1138 Materials may be made with a Solid Waste Collection vehicle, provided that the contaminants may  
1139 safely and lawfully be Collected as Solid Waste.

1140 F. **Identification of Excluded Waste.** If a Collection vehicle driver observes Excluded Waste in an  
1141 uncollected Container, the driver shall affix a Non-Collection Notice to the Container in accordance  
1142 with this Section and shall not Collect the Discarded Materials. Driver shall record that observation,  
1143 which shall include photographic evidence, in the on-board computer system and immediately  
1144 inform their route supervisor. The route supervisor shall investigate and initiate applicable action  
1145 within one (1) Business Day or sooner if the Hazardous Materials may cause immediate danger.

1146 G. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in excess of  
1147 standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection  
1148 Notice to the Generator. The Non-Collection Notice shall, at a minimum: (i) inform the Customer of  
1149 the reason(s) for non-Collection; (ii) include the date and time the notice was left; (iii) describe the  
1150 City-approved Contamination Fee to Customer for Contractor to return and Collect the Container  
1151 after Customer removes the Contamination; and (iv) provide a warning statement that a  
1152 Contamination processing fee may be assessed in the future.

1153 The driver shall record the Non-Collection event in the on-board computer system (if applicable),  
1154 and Contractor's Customer service department shall update the Customer's computerized account  
1155 record to note the event.

1156 The Non-Collection Notice may be left attached to or adhered to the Generator's Container, or at  
1157 the Premises' door or gate at the time the violation occurs, or subject to City Contract Manager's  
1158 approval, may be delivered by e-mail or text message, so long as a record of such communication is  
1159 retained by Contractor for City review upon request.

1160 Contractor shall submit a sample of its Non-Collection Notice to the City Contract Manager for  
1161 approval prior to implementing use of it with Customers.

1162 H. **Assessment of Contamination Fees.** Six (6) months after the Commencement Date, Contractor and  
1163 City shall meet and confer to discuss the use of Contamination Fees for Customers that do not  
1164 properly sort their Discarded Materials. If the City elects to utilize Contamination Fees and subject  
1165 to the provisions of the Municipal Code, Contractor shall be required to utilize the following  
1166 approach for assessment of Contamination Fees. If the Contractor observes Prohibited Container  
1167 Contaminants in a Generator's Organic Materials Container or Recyclable Materials Container on  
1168 more than two (2) occasions in a given time period as provided in the Municipal Code, the  
1169 Contractor may impose a Contamination Fee, in the amount specified by the City, and shall notify  
1170 the City in its monthly report of Customers for which Contamination Fees were assessed. Contractor  
1171 shall leave a Contamination Fee notice on the contaminated Containers, describing the specific  
1172 material(s) of issue, explaining how to correct future set outs, and indicating that the Customer will  
1173 be charged a Contamination Fee on its next bill. The format of the Contamination Fee notice must  
1174 be approved by the City Contract Manager. Contractor shall Collect the contaminated Recyclable  
1175 Materials or Organic Materials as Solid Waste and Transport the material to the Approved Facility.

1176 I. **Communication with Customer.** Whenever a Container at the Premises of a Commercial or a Multi-  
1177 Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection  
1178 day to explain why the Container was not Collected. Contractor shall contact such Customers  
1179 through the application of a Container tag, by email, phone call, or text message if Customer  
1180 approves communication by this means provided that if Contractor does not possess an email  
1181 address or phone number for the Customer, Contractor may provide a written communication,  
1182 which shall include a request for an email address or phone number for future notifications.  
1183 Whenever a Container is not Collected because of excess Contamination, a Customer service  
1184 representative shall contact the Customer to discuss and encourage the Customer to adopt proper  
1185 Discarded Materials preparation and separation procedures.

1186 J. **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers  
1187 that received a Non-Collection Notice within one (1) Working Day of Customer's request if the  
1188 request is made at least two (2) Working Days prior to the regularly scheduled Collection Day.  
1189 Contractor shall bill Customer for the extra Collection service event ("return trip pick-up") at the

1190 applicable City-approved Rates only if Contractor successfully notifies Customer of the premium  
1191 Rate for this service at the time the request is made by Customer.

1192 K. **Disposal of Contaminated Materials.** If the Contractor observes any visible Prohibited Container  
1193 Contaminant in a Generator's Organic Materials Container or Recyclable Materials Container,  
1194 Contractor may Dispose of the Container's contents provided Contractor complies with the noticing  
1195 requirements of this Section 4.12.2.

1196 L. **Record of Non-Collection.** Contractor shall maintain electronic records of all Non-Collection  
1197 Notices, listing all taggings, the addresses of the Parties involved, the date of the notice, the reason  
1198 for the notice, and the date and manner of resolution of each instance. Contractor shall provide the  
1199 above detail on a monthly basis as provided in Exhibit D. Contractor shall retain the Non-Collection  
1200 log for the Term of this Agreement.

#### 1201 **4.12.3 Customer Satisfaction Survey**

1202 At City's own expense, City may at any time conduct surveys of Customer satisfaction. In such instances,  
1203 Contractor shall assist City if and as requested. If City identifies areas of inadequate Customer service, City  
1204 may direct Contractor take whatever action is deemed necessary by City to bring service to an acceptable  
1205 level. The results of surveys will be made available to Contractor upon request.

1206 Contractor shall provide City access to Contractor's Customer service department at any time during  
1207 regular City business hours for purposes including monitoring the quality of Customer service or  
1208 researching Customer Complaints.

1209 Contractor shall provide a sufficient level of training, as determined by the City, to one (1) or more City  
1210 employee(s) regarding the use of Contractor information systems as described in this Section.

1211 Contractor shall designate one (1) member of Contractor staff to work directly with such City employee(s).  
1212 Contractor shall provide such City employee(s) with access to Customer service, call center, and  
1213 operations information systems in order to validate Contractor performance standards and recommend  
1214 changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. In the  
1215 event that recommended Service Level changes are made, the designated City staff will work with  
1216 Contractor's route manager to make such changes, which shall not be denied by Contractor except for  
1217 reasons related to Customer, route driver, and/or equipment safety.

1218 Contractor shall also provide access to Customer contact information (including email addresses) for  
1219 purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure  
1220 that the City Contract Manager and any other City staff, as requested by the City, have read-only access  
1221 to all service order and Customer service records, and to all CSR notes entered into Contractor's internal  
1222 information systems. Such read-only access is intended to provide the City the ability to review notes  
1223 related to Customer service and/or billing issues.

#### 1224 **4.13 TECHNOLOGY INNOVATION**

1225 City expects, and Contractor acknowledges and accepts Contractor playing a proactive and cooperative  
1226 role in technology innovation related to all aspects of provision of service under this Agreement. This  
1227 responsibility includes, but is not limited to, identifying and recommending City evaluation of new  
1228 hardware and software, and new uses of existing hardware and software, as well as flexibility in taking

1229 City direction in using or interfacing with City hardware and software. Contractor shall recommend and/or  
1230 take direction from the City regarding pilot testing of technology.

1231 During Contract Year One (1) Contractor shall purchase and use route optimization software and on-board  
1232 tablet computers to maximize the efficiency of routing, as described in Exhibit G1 Technical Proposal and  
1233 specified in Exhibit G2 Cost Basis for Proposal.

#### 1234 **4.14 SERVICE EXEMPTIONS**

1235 Upon City and/or Customer request, and written approval from the City Contract Manager, Contractor  
1236 shall cease providing (and collecting payment for) Collection services to a Premises which is anticipated  
1237 to be vacant for no less than thirty 30 days. In addition, upon written direction from the City Contract  
1238 Manager, Contractor shall modify or otherwise cease providing Collection services to Customers  
1239 requesting other service exemptions, provided that such Customers consistently demonstrate the ability  
1240 to responsibly manage Discarded Materials generated at the Premises in question in a manner consistent  
1241 with Applicable Law.

### 1242 **ARTICLE 5.** 1243 **STANDARD OF PERFORMANCE**

#### 1244 **5.1 GENERAL**

1245 Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to  
1246 the public and the Contractor's employees. Except to the extent that a higher performance standard is  
1247 specified in this Agreement, Contractor shall perform services in accordance with Recyclable Materials,  
1248 Organic Materials, and Solid Waste management practices common to the San Francisco Bay Area.

#### 1249 **5.2 OPERATING HOURS AND SCHEDULES**

1250  
1251 A. **Hours of Collection.** Unless otherwise authorized by the City Contract Manager, Contractor's days  
1252 and hours for Collection operations shall be as follows:

1253 1. **Residential Premises.** Unless otherwise directed by City, Collection from Residential Premises  
1254 shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday.

1255 2. **Commercial Premises.** Unless otherwise directed by City, Collection from Commercial  
1256 Premises that are two hundred (200) feet or less from Residential Premises shall only occur  
1257 between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday. Unless otherwise  
1258 directed by City, Collection from Commercial Premises more than two hundred (200) feet  
1259 from Residential Premises shall only occur between the hours of 6:00 a.m. and 8:00 p.m.,  
1260 Monday through Saturday.

1261 3. **Downtown.** Unless otherwise directed by City, and as further described in Exhibit L  
1262 Downtown Area Map, Collection from Commercial Premises located within the Downtown  
1263 boundaries shall only occur between 7:00 a.m. and 8:00 p.m. Monday through Saturday.  
1264 Unless otherwise directed by City, Collection from Residential and Mixed-Use Premises  
1265 located within the City Center boundaries shall only occur between 7:00 a.m. and 8:00 p.m.  
1266 Monday through Friday.



4. **City Facilities.** Unless otherwise directed by City, Contractor shall Collect from City facilities Monday through Friday or Saturday, depending on its location with relation to Section 5.2A.1., 2., or 3.

- B. **Holiday Collection Schedule.** Contractor shall provide the City Contract Manager notice of changes to the Holiday Collection schedules no less than one (1) year in advance. In providing this notice, and at its sole discretion, Contractor may choose not to provide Collection services on a Holiday. In such event, Contractor shall provide Collection services to Customers on the day following the Holiday thereby adjusting subsequent work that week. In such instances, normally scheduled Friday Collection Services shall be performed on Saturday. If the Holiday falls on a Saturday, Contractor shall provide Collection service the following Monday. Customer service days shall be returned to the normal schedule within one (1) week of the Holiday. Regardless of what day the Holiday falls on, Contractor shall provide Collection service that meets the minimum frequency requirement of one (1) time per week. In accordance with Exhibit C, Contractor shall provide Customers notice of Holiday-related changes in Collection schedules at least two (2) weeks prior to the change. Such notice shall be in the form of a written notification mailed by Contractor to affected Customers. Contractor shall also post Holiday Collection notices on its website and social media platforms, and may post such information in local online and print newspaper publications.

### 5.3 COLLECTION STANDARDS

- A. **Care of Private and City Property.** Contractor shall use due care when handling all Discarded Materials Containers. Contractor shall ensure that Containers are not thrown from Collection vehicles, roughly handled, damaged, or broken. City shall refer Customer or City Complaints about damage-to private property or City property to Contractor. Contractor shall repair all damage to private and public property caused by its employees.

- B. **Servicing Containers.** Contractor shall Collect and return each Container to the location where the Occupant placed the Container for Collection. Contractor shall place the Containers upright with lids properly secured. Contractor shall ensure that after providing Collection service its employees close and secure all gates, doors, and enclosures. Contractor shall avoid crossing landscaped areas and climbing or jumping over hedges and fences. For Customers other than Single-Family Residential Customers, and except to the extent that Contractor's vehicle cannot enter the Customer's property, Contractor shall, without additional charge to the Customer, pull or push Containers up to twenty-five (25) feet from the location where the Occupant placed the Container for Collection to the Collection vehicle for service except that regardless of the distance Customers must provide easy access to Containers.

Contractor, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers distances greater than twenty five (25) feet. City may charge Customers for such extra services at the Customer Rates approved by City for such services.

- C. **Collection Regardless of Difficulty.** Contractor shall provide Collection service regardless of the difficulty in providing Collection service or the quantity of Discarded Materials generated by Customers if it is safe for Contractor's personnel to do so. Contractor may, as applicable, be required to use smaller Vehicles as provided in Section 5.4.

1308 D. **Entry onto Private Property.** Contractor may enter onto private property to provide alternative  
1309 location services to disabled Customers in accordance with Exhibit B1. Contractor may enter onto  
1310 private property to provide push out Collection service to Customers who subscribe to push out  
1311 service in accordance with Exhibit B.

1312 Contractor shall promptly repair any damage caused to private property resulting from actions  
1313 under its control and/or negligence on the part of Contractor's employees or agents. For incidents  
1314 for which damage is estimated to exceed \$5,000 to repair, Contractor shall provide notice to the  
1315 City Contract Manager within five (5) Working Days of incident.

1316 Contractor may require Customers on private roads to sign reasonable road damage liability waivers  
1317 prior to operating on such private streets. If Customers on private roads fail to sign such waivers,  
1318 Contractor may, upon approval, which may or may not be conditional, from the City Contract  
1319 Manager require them to receive service at the nearest public right of way. The City Contract  
1320 Manager shall review and approve the form of such waiver.

1321 E. **Proper Container Set Out.** Contractor may educate the public on proper set-out procedures  
1322 designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). Such  
1323 education may be provided in the form of City-approved Container tags to be affixed to improperly  
1324 placed Containers and/or City-approved guidelines for proper set out posted on Contractor's  
1325 website. However, Contractor acknowledges that such procedures are not practical in all  
1326 circumstances and failure of the Customer to follow such procedures does not constitute a reason  
1327 for non-Collection if the Discarded Materials may be safely and reasonably serviced. Contractor's  
1328 route drivers shall dismount their Collection vehicles and reposition Containers as necessary to  
1329 provide Collection service. In such instances, Contractor may leave a Courtesy Notice, approved by  
1330 the City's Contract Manager, as described in this Section. Contractor may not require a Customer to  
1331 set out the Customer's Containers in such a manner that would block vehicle access to Customer's  
1332 driveway. Contractor and Customers may mutually agree to uncommon service locations if  
1333 necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down  
1334 the middle of the court as opposed to Curbside.) Such agreements between Contractor and  
1335 Customer shall be reported to the City as provided in Exhibit D.

1336 In the event that Contractor encounters circumstances at a Customer Premises that allow for safe  
1337 Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures  
1338 (including, but not limited to over-full Containers, spills not caused by the Contractor, Carts placed  
1339 too close together, Carts placed in front of one another, Carts placed too close to parked cars),  
1340 Contractor shall Collect the material and follow the noticing and resolution procedures described in  
1341 Section 4.12.2.

1342 Contractor shall retrieve Containers moved by others that have been reported to Contractor by the  
1343 Customer or City, on or before the end of the next day on which Contractor must provide service in  
1344 accordance with Exhibit B.

1345 City Contract Manager may during the Term of the Agreement request Contractor identify,  
1346 facilitate, manage and/or subcontract for the services of a Downtown scout service. Such service  
1347 shall be provided as demand requires and in compliance with the Municipal Code, by a third  
1348 party(ies) on a per-fee subscription basis as determined by the provider unless the City determines  
1349 it shall set such fees through the City's utility Rate structure. To the extent Contractor arranges for,

1350 facilitates provision of, or otherwise coordinates provision of Downtown scout service by a third  
1351 party(ies) that is not a Subcontractor, Contractor will receive a reasonable level of compensation as  
1352 an allowable cost in the form of an administrative fee to be determined at the time the service is  
1353 provided.

1354 F. **Multi-Family and Commercial Push Out Service.** Upon Customer request, as specified in Customer's  
1355 service subscription, and as otherwise required under the Sunnyvale Municipal Code, Contractor  
1356 shall provide push out service for Discarded Materials to Multi-Family and Commercial Premises in  
1357 accordance with Exhibits B2 and B3. Contractor shall commence push out Collection service on the  
1358 next regularly scheduled Collection service day for said Customer's route following that Customer's  
1359 request for push out service. Push out services are comprised of exiting from the Collection vehicle,  
1360 moving the Customer's Container from its storage place (including enclosures) to the vehicle for  
1361 Collection, and returning the Container to its storage place.

1362 Upon approval of the City's Contract Manager, Contractor may refuse to provide push out service if  
1363 Customer's roadway surface is not conducive to moving heavy Containers and/or placement of  
1364 Container(s) requires drivers to push the Container up an incline greater than three (3) percent.  
1365 Contractor shall not provide push out service for Solid Waste Containers that are larger than four  
1366 (4) cubic yards or Food Scraps Containers that are larger than one (1) cubic yard.

1367 G. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date and as detailed in Section  
1368 4.12.2, Contractor shall develop and submit template notices to the City Contract Manager for  
1369 review and approval.

1370 H. **Contamination.** As detailed in Section 4.12.2, Contractor may refuse to Collect Recyclable Materials  
1371 or Organic Materials Containers that are Contaminated, and shall leave an approved Non-Collection  
1372 Notice informing Customer how to properly separate materials.

1373 I. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for  
1374 Collection, fuel, and other vehicle fluids while providing services under this Agreement. Contractor  
1375 shall ensure that Collection vehicle drivers utilize vehicle cameras and mirrors to identify instances  
1376 in which Discarded Materials spill onto sidewalks or streets during Collection of Discarded Materials  
1377 Containers. Upon leaving Customer locations for the Approved Facility, and leaving the Approved  
1378 Facility, Contractor shall ensure no remaining Discarded Materials are at risk of spilling from the  
1379 Collection vehicle. If any materials are spilled or leaked during Collection and Transportation, the  
1380 Contractor shall clean up all spills or leaks before leaving the site of the spill but in all events within  
1381 two (2) Working Hours of Customer's Complaint thereof or the City Contract Manager's direction.  
1382 Contractor shall ensure that each Collection vehicle carries a broom, shovel, and absorbent material  
1383 at all times for this purpose; Contractor shall train its employees in their use.

1384 Contractor shall not transfer loads from one vehicle to another on any Public Street, unless it is  
1385 necessary to do so because of mechanical failure, combustion of material in the truck, or accidental  
1386 damage to a vehicle.

1387 J. **Covering Loads, No Leakage.** Contractor shall place tarps on all open Drop Boxes at the pickup  
1388 location before Transporting materials to the Approved Facility and ensure the entire load is  
1389 covered without any gaps or materials sticking out of Box, and is sealed so as to ensure no leakage  
1390 of fluids. Contractor shall pay all fees charged to Contractor by the operator of the Approved Facility



1391 for improperly covered loads or purchase of a tarp, and those fees shall be considered non-  
1392 allowable costs under Exhibit E.

1393 K. **Clean Up.** Drivers shall use on-board cameras and mirrors to spot any Discarded Material falling  
1394 from any Container during Collection, and shall immediately clean up the litter or spillage. Drivers  
1395 shall clean up litter in the immediate vicinity of any Discarded Materials storage area (including the  
1396 areas where Collection Bins and Debris Boxes are delivered for Collection) whether or not  
1397 Contractor has caused the litter as soon as possible, but in all events within two (2) Working Hours  
1398 of Customer's Complaint thereof or the City Contract Manager's direction. Contractor shall discuss  
1399 instances of repeated spillage not caused by Contractor directly with the Customer responsible and  
1400 will report such instances to City Contract Manager in its monthly report filed in accordance with  
1401 Exhibit D. City shall attempt to rectify such situations with the Customer, including issuance of  
1402 Customer fines in accordance with the Sunnyvale Municipal Code, if Contractor has already  
1403 attempted to rectify without success.

1404 L. **Clean Up of Illegal Dumping.** Contractor shall respond to all notifications from City regarding spilled  
1405 or illegally dumped Discarded Materials, including Bulky Items, during Working Hours and, in  
1406 emergencies, at night and on weekends. Contractor shall Collect and deliver such Discarded  
1407 Materials to the Approved Facility, provided it does not exceed in volume the amount which can be  
1408 Collected by a two-person crew in a large pick up, truck, or Collection vehicle.

1409 M. **Development and Review of Collection Specifications.** Contractor shall work with the City to  
1410 develop standard specifications for Collection Container enclosures at Commercial and Multi-Family  
1411 Premises. These specifications shall be developed to ensure that the Collection Container  
1412 enclosures are built to provide adequate space for and suitable configuration to allow the  
1413 Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste  
1414 Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon  
1415 request by the City Contract Manager, provide a review of plans for new Multi-Family and  
1416 Commercial development or project design drawings. Contractor shall provide comments and  
1417 recommendations resulting from the review in writing within five (5) Working Days of receipt of the  
1418 documents for review. In each review report, Contractor shall comment on the acceptability of the  
1419 proposed arrangements in terms of: i) the adequacy of space for Recyclable Materials, Organic  
1420 Materials, and Solid Waste Containers; ii) the accessibility of the Containers for Collection including  
1421 whether additional charges (e.g., push/pull, locking, etc.) would apply; iii) ease of use of Containers  
1422 by tenants and potential for Collection-related injury to Contractor's workers; iv) Safe Collection  
1423 vehicle access to and exit from the Premises and safety and efficiency of Collection vehicle  
1424 accessibility to Containers, enclosures or, staging areas; and, v) equipment compatibility of  
1425 Customer-owned containers (e.g., Compactors, Compactor Bins, etc.).

1426 N. **No Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection  
1427 Vehicles separately from other materials generated outside the City service area, unless otherwise  
1428 approved by the City Contract Manager. Contractor shall not commingle materials which have been  
1429 Source Separated with other materials types (for example, Source Separated Recyclable Materials  
1430 which have been properly placed for Collection shall not be combined with Solid Waste or Source  
1431 Separated Organic Materials).

#### 5.4 COLLECTION VEHICLE REQUIREMENTS

A. **General Requirements.** Contractor shall maintain all properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available during Working Hours on Working Days at least one (1) back up vehicle for each type of Collection vehicle used (including side loaders, front end loaders, roll off, Recycling Split-Compartment Vehicle, FoodCycle Split-Compartment Vehicle, and rear loader) to respond to scheduled and unscheduled maintenance, service requests, Complaints, and emergencies.

Contractor shall register all vehicles used by Contractor in providing Discarded Materials Collection services with the California Department of Motor Vehicles (DMV). Contractor will provide copies of proofs of purchase of all vehicles, DMV registrations and vehicles' insurance to the City Contract Manager as provided in Exhibit D. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All vehicles acquired prior to the Commencement Date shall meet On-Road Heavy Duty Vehicle emissions requirements for model year 2020, regardless of the actual model year of Contractor's vehicles, and generally comply with all Federal, State, county, and local laws and regulations. Vehicles acquired on or after the Commencement Date shall meet all emissions requirements in Applicable Law as of the purchase date. Contractor's vehicles shall utilize Recycled motor oil to the extent practicable.

Collection vehicles used to service Single-Family Premises shall have the capability of carrying and safely transporting empty and full Used Oil Recovery jugs and filters, Used Cooking Oil in Contractor-approved Container, the capacity to Collect bundled Cardboard, as well as the capacity to carry household batteries to ensure that Contractor is capable of complying with Exhibit B.

The default useful life for all Collection vehicles is assumed to be twelve (12 years), depreciated over 10 years. Contractor shall notify City Contract Manager of all Contractor's proposed acquisitions of new Collection vehicles and acquire those vehicles only following City Contract Manager approval. Contractor proposal to replace a given vehicle in less than twelve (12 years) must be supported by maintenance records and associated documentation verifying that it is cost effective for the City to incur the cost of an earlier replacement. Contractor shall within ten (10) Working Days notify the City Contract Manager of any change in vehicle use or identification information, as listed in Exhibit D , Annual Report Section 3.C.

B. **Fleet Planning.** Consistent with the City's climate action plan, City and Contractor shall proactively take such steps as are necessary to plan for, and upon City direction, Contractor shall execute transition of the vehicle fleet used to provide Collection services under this Agreement to reliance on electricity. In the near-term, Contractor shall transition from use of CNG (compressed natural gas) to renewable gas that is SB 1383 compliant. Contractor shall quarterly inform City on status of this transition. Contractor shall report to the City no less than annually on the status of the transition, as provided in Exhibit D. The Parties shall, no less than annually confer on the degree which it is technically and economically feasible to transition some or all vehicles to electricity.

C. **Fuel Use.** Contractor is solely responsible for ensuring safe and efficient use of fuel consistent with the requirements of Section 5.4.B.

- 1473 D. **Fueling Station.** Contractor is solely responsible for ensuring safe and efficient operation of the  
1474 fueling station. Contractor shall enter into a Subcontract for facility renovation, operation and  
1475 maintenance of the fueling station, as provided in Section 3.3 and based on the Subcontractor  
1476 proposal contained in Exhibit G1 Technical Proposal. During Contract Year One (1), Contractor shall  
1477 commence the fueling station renovation, as described in Exhibit G1 Technical Proposal, and as  
1478 further specified in Exhibit G2 Cost Basis for Proposal and Exhibit G3 Proposal Review and  
1479 Negotiation Documentation.
- 1480 E. **Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor  
1481 shall coordinate with Approved Facility operator to ensure that all vehicles used by Contractor to  
1482 deliver Discarded Materials to the Approved Facility(ies) are weighed to determine unloaded  
1483 ("tare") weights. Contractor shall ensure that for each vehicle, operator electronically records the  
1484 tare weight, identifies vehicle as Contractor-owned, and provides a distinct vehicle identification  
1485 number. As provided in Exhibit D, Contractor shall provide City Contract Manager with an initial  
1486 report listing the vehicle tare weight information. Contractor shall promptly weigh additional or  
1487 replacement vehicles prior to placing them into service. Contractor shall coordinate with the  
1488 Approved Facility operator to recheck tare weights at least annually, or within fourteen (14)  
1489 calendar days of a City request, and shall re-tare vehicles immediately after any major maintenance  
1490 or service event.
- 1491 If vehicle receiving and unloading operations are recorded on video cameras at the Approved  
1492 Facility, Contractor shall coordinate with Approved Facility operator to make those videos available  
1493 for City review, and shall provide the name of the driver of any particular load if available.
- 1494 F. **Vehicle Operation.** Contractor shall operate Collection vehicles in compliance with the California  
1495 Vehicle Code and all applicable safety and local ordinances. Contractor shall not load vehicles in  
1496 excess of the manufacturer's recommendations or limitations imposed by State Department of  
1497 Transportation or local weight restrictions on Collection vehicles.
- 1498 Contractor shall ensure that Contractor's employees operate Contractor's Collection vehicles in a  
1499 manner that prevents tire skidding damage to the finished pavement surfaces of City streets during  
1500 routine stopping and starting to Collect Discarded Materials. Contractor shall use cameras and other  
1501 methods to detect tire skidding and will take disciplinary action against employees responsible for  
1502 skid marks on private pavement or City streets.
- 1503 G. **Noise.** All Collection operations shall be conducted as quietly as possible. Contractor shall  
1504 incorporate noise control features throughout the entire Collection vehicle and shall conform to  
1505 applicable Federal, State, County, and City noise level regulations, including the requirement that  
1506 the noise level during the stationary compaction process not exceed seventy-five (75) decibels at  
1507 any one time with the additional requirement of not exceeding sixty-five (65) decibels for one-  
1508 minute duration. All decibel readings shall be based on a distance of fifty (50) feet from any part of  
1509 the Vehicle. The City may conduct random checks of noise emission levels to ensure compliance  
1510 with this standard. The City may request Contractor to check any piece of equipment for  
1511 conformance with the noise limits in response to Complaints and/or when the City Contract  
1512 Manager believes it is reasonable to do so.
- 1513 H. **Appearance and Signage.** Collection vehicles shall present a clean appearance while providing  
1514 service under this Agreement. Contractor shall paint all Collection vehicles uniformly in a color

1515 approved by City. Contractor shall submit the specifications for all vehicles for City Contract  
1516 Manager approval prior to their use. Contractor's name, local telephone number, and a unique  
1517 vehicle identification number designated by Contractor for each vehicle shall be displayed on all  
1518 vehicles in at least three (3) inch characters on the front, back, and both sides of each Collection  
1519 vehicle. Contractor shall not place the City's logo on its Collection vehicles.

1520 Vehicles shall be equipped with sign board holders or other hardware to allow public education  
1521 signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the  
1522 vehicle. Such public education signage shall be approved by City prior to use and shall be changed  
1523 twice per year, or as directed by City Contract Manager, upon City direction.

1524 Contractor shall label the back of FoodCycle Collection vehicles in a manner that indicates which  
1525 side is used for the Collection of Food Scraps and which side is used for the Collection of Solid Waste.  
1526 Such FoodCycle Collection vehicle signage must be approved by City Contract Manager prior to use.

1527 Contractor shall label the back of Dual Stream Recyclable Materials Collection vehicles in a manner  
1528 that indicates which side is used for the Collection of Recyclable containers and which side is used  
1529 for the Collection of Recyclable fibers. Such Dual Stream Recyclable Materials Collection vehicle  
1530 signage must be approved by City Contract Manager prior to use.

1531 I. **Cleaning and Painting.** Contractor shall thoroughly wash vehicles used in the Collection of Discarded  
1532 Materials at least once every Working Day and thoroughly steam clean them at least once every  
1533 week. City may inspect Collection vehicles at any time to determine compliance with sanitation  
1534 requirements. Contractor shall make Collection vehicles available to the Santa Clara County Health  
1535 Department for inspection, at any frequency it requests. Contractor shall maintain records of vehicle  
1536 cleaning and painting by department, vehicle and date, for annual submittal to the City Contract  
1537 Manager as provided in Exhibit D.

1538 Contractor shall repaint all vehicles used in Collection of Discarded Materials as often as is necessary  
1539 to maintain the appearance of having been repainted within twelve (12) months. The City Contract  
1540 Manager may require repainting of a specific Collection vehicle(s) as necessary to ensure that such  
1541 vehicles give the appearance of having been repainted within twelve (12) months, in which event,  
1542 Contractor will repaint them within thirty (30) days' notice from City Contract Manager's direction  
1543 to repaint. The City Contract Manager's ability to require painting in no way alleviates Contractor of  
1544 its sole responsibility for ensuring high-quality Collection vehicle appearance at all times.

1545 J. **Inspections and Repairs.** Contractor shall inspect each vehicle daily to ensure that all equipment is  
1546 operating properly. Vehicles that are not operating properly shall be taken out of service until they  
1547 are repaired, operate properly, and perform all scheduled maintenance functions in accordance  
1548 with the manufacturer's specifications and schedule. Contractor shall keep accurate records with  
1549 respect to each Collection vehicle of all vehicle maintenance, recorded according to date and  
1550 mileage and shall make such records available to the City Contract Manager upon request.

1551 Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which  
1552 repairs are needed because of accident, breakdown or any other cause so as to maintain all  
1553 equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor  
1554 shall obtain warranty performance. Contractor shall maintain accurate records of repairs, which  
1555 must include the date, mileage, nature of repair, and the signature of a maintenance supervisor that  
1556 the repair has been properly performed.

1557 K. **Vehicle Inventory.** Contractor shall furnish sufficient equipment to provide all service required  
1558 under this Agreement, including backup Collection vehicles. Contractor shall furnish the City  
1559 Contract Manager with a written inventory of all vehicles, including Collection vehicles, used in  
1560 providing service, and shall update the inventory annually as part of Contractor's annual report  
1561 submitted to City Contract Manager as provided in Exhibit D. In the inventory, Contractor shall list  
1562 all Collection vehicles by manufacturer, ID number, date of acquisition, type, capacity, and decibel  
1563 rating.

1564 L. **Storage.** Contractor shall arrange to store all Collection vehicles and other equipment in safe and  
1565 secure location(s).

1566 M. **Vehicle Selection.** After consultation with and receipt of approval from City Contract Manager, and  
1567 consistent with the fuel-related provisions of Sections 5.4.B. and C., Contractor may select the type  
1568 of Collection vehicles to be used, or change the type of Collection vehicles previously selected, for  
1569 Collection of Discarded Materials for the remainder of the Term. When making recommendations,  
1570 Contractor shall seriously consider the advice of the City Contract Manager and shall propose  
1571 Collection vehicles that will help to promote efficiency, maintain a high level of service, reduce costs  
1572 consistent with the level of service to be provided, and that will be reasonable and necessary in light  
1573 of the scope of service.

1574 Contractor shall, on an ongoing basis, assess the need for use of smaller Collection vehicles, or  
1575 additional smaller Collection vehicles for Collection in denser areas of the City.

## 1576 **5.5 COLLECTION ROUTES**

1577 A. **Route Schedules.** To preserve peace and quiet, Contractor's Collection routes shall be selected in a  
1578 manner that minimizes damage to City and private streets, and minimizes inconvenience and  
1579 disturbance to the public.

1580 At least ninety (90) days prior to the Commencement Date, Contractor shall provide, for City  
1581 Contract Manager approval, maps defining all Collection routes, including with the days and the  
1582 times at which Collection shall regularly commence for Customers and for City facilities. City and  
1583 Contractor shall confer and agree on the format of such maps prior to their development and  
1584 submittal.

1585 B. **Route Changes.** Contractor shall submit to the City Contract Manager, in writing, any proposed  
1586 Route change affecting more than five (5) percent of the accounts on a Route (including maps  
1587 thereof) not less than sixty (60) days prior to the proposed date of the change. Contractor shall not  
1588 implement any Route changes without the prior review and approval of the City Contract Manager.  
1589 Contractor shall notify the City Contract Manager not less than thirty (30) days prior to notifying  
1590 affected Customers of Route changes. Contractor shall notify Customers, in writing, of planned  
1591 Route changes not less than thirty (30) days before the proposed date of implementation.

1592 C. **Route Documents.** Contractor shall maintain a routing system and make available to City Contract  
1593 Manager upon request and at no cost to City, either electronic documents or online information  
1594 containing at least the following information:

1595 1. Maps, lists, and sequence of all stops on all routes;



- 1596 2. Route number, name, address, day, and type of Collection;
- 1597 3. Streets serviced;
- 1598 4. For accounts billed by Contractor, those addresses without active accounts and the date  
1599 service terminated;
- 1600 5. Addresses subscribing to one of the special service options and which option it is;
- 1601 6. Detailed service information reported by City (such as location of Containers on a corner lot);
- 1602 7. Accounts approved for Saturday Collection as described in Section 5.2.A.2; and
- 1603 8. Accounts approved by City Contract Manager for earlier Collection as provided in Section  
1604 5.2.A.

1605 Contractor shall periodically check the routes to ensure that drivers are providing service in  
1606 accordance with Contractor's routing system. Upon receiving City Contract Manager approval to  
1607 change its routing system, Contractor shall update its Route documents, and provide to City  
1608 Contract Manager as specified in Exhibit D.

1609 D. **Annual Route Checks.** City and Contractor shall review current routes and routing system no less  
1610 than annually for changes in total accounts or other factors that may affect routing. Otherwise,  
1611 Contractor shall be prepared to review routes or routing system within ten (10) days of City Contract  
1612 Manger request.

1613 E. **Route Audits.** The City reserves the right to conduct audits of Contractor's Collection routes. The  
1614 Contractor shall cooperate with the City in connection therewith, including permitting City  
1615 employees or agents, designated by the City Contract Manager, to ride in the Collection vehicles in  
1616 order to conduct the audits.

## 1617 **5.6 CONTAINER REQUIREMENTS**

1618 A. **Containers Provided to Customers.** In accordance with Exhibit B, Contractor shall provide  
1619 Containers to new Residential Customers requesting service initiation, or existing Residential  
1620 Customers requesting a change in service by the next regularly scheduled Collection service day for  
1621 that Customer's route following that Customer's initial request for service. Upon notification of a  
1622 requested start or change in service by either a Commercial Customer, or the City Contract Manager  
1623 requesting or changing service on behalf of the Commercial Customer, Contractor shall deliver  
1624 Containers to Commercial Customers by the next Working Day. Containers shall be designed and  
1625 constructed to be watertight and prevent the leakage of liquids. All Containers shall display the  
1626 Contractor's name, logo, telephone number, website address, capacity (yards or gallons), and an  
1627 identifying inventory or serial number.

1628 Contractor shall notify the City Contract Manager of all Contractor's proposed acquisitions of new  
1629 Containers and shall acquire those Containers only following City Contract Manager approval, which  
1630 will be deemed given in conjunction with City's approval of Contractor's payment request  
1631 documenting the proposed acquisition.

1632 B. **Removal of Containers Upon Cancellation.** Upon cancellation of any service by Customers, or upon  
1633 notification of cancellation of service by City Contract Manager, Contractor shall remove all  
1634 Containers previously supplied by Contractor from the Premises of the Customer within seven (7)  
1635 Working Days.

1636 C. **Notices Regarding Collection Requirements.** Within seven (7) days after receipt of communication  
1637 from Customer or the City Contract Manager that a formerly unoccupied Multi-Family Residential  
1638 Premise or a Commercial Premise is occupied, or that a change of ownership of an occupied Multi-  
1639 Family Residential Premise or Commercial Premise has occurred, and if the Multi-Family or  
1640 Commercial Customer (either Owner or occupant) has failed to request service for Collection of  
1641 Discarded Materials, Contractor shall give written notice to that Customer that weekly Collection  
1642 service is required by City ordinance. Contractor shall send a copy of that written notice to City  
1643 Contract Manager at the same time it sends the notice to that Customer.

1644 D. **Public Litter Containers.** Contractor shall service Public Litter Containers as provided in Exhibit B.

1645 E. **Container Standards**

1646 1. All new Carts and Bins shall have the ability to be routed, associated with a Customer, tracked,  
1647 and inventoried, through the use of any combination of the best available technology  
1648 (hardware and/or software), as agreed by City Contract Manager.

1649 2. All Carts shall be manufactured by injection or rotational molding methods and shall meet the  
1650 Cart design, color, and performance requirements provided in Section 4.8.3 and Exhibit J.  
1651 Carts shall have a useful life of ten (10) or more years as evidenced by a manufacturer's  
1652 warranty or other documentation acceptable to the City; Yard Trimmings Carts shall be  
1653 assumed to have useful life of fifteen 15 years, depreciated over 10 years.

1654 3. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal  
1655 regulations for Bin safety and be covered with attached lids.

1656 4. Contractor shall differentiate Solid Waste Containers, Recyclable Materials Containers and  
1657 Organic Materials Containers from each other by providing Containers of different colors in  
1658 accordance with Section 4.8.3.

1659 5. Contractor shall obtain the City Contract Manager's approval of Container specifications,  
1660 colors, and labeling before acquisition, painting, and labeling occurs.

1661 6. When purchasing plastic Collection Containers, Contractor shall purchase Containers that  
1662 contain a minimum of 30% post-consumer Recycled plastic content.

1663 7. All such Containers shall be Recycled at the end of their useful life.

1664 F. **Container Labeling.** All markings on the Containers shall be approved by the City Contract Manager  
1665 in advance of ordering such Containers consistent with Section 4.8.3. On the lid of each Cart, and  
1666 the body of each Bin, Drop Box, and Public Litter Container, Contractor shall label the ultimate  
1667 destination of such materials as follows: "LANDFILL" for Solid Waste; "CONTAINERS" for Recyclable  
1668 Materials that are rigid containers; PAPER for Recyclable Materials that are composed of fibers  
1669 (including, mixed paper); "YARD TRIMMINGS" for Yard Trimmings; and, "FOOD SCRAPS" for Food

Scraps. Contractor shall imprint Recyclable Materials Containers with the Recycling logo. On the body of each Cart, Bin, and Drop Box, Contractor shall label the Container capacity (in gallons for Carts, and cubic yards for Bins and Drop Boxes). Container body labeling shall be positioned on the side of each Container so it is visible to the Customer (or public, in the case of Public Litter Containers) at all times.

Containers must be in bright, readily identifiable colors to facilitate Customer's ready recognition of Solid Waste, Recyclable Materials, and Organic Materials, in accordance with Exhibit J, and subject to City Contract Manager's approval. Subject to City Contract Manager approval, Contractor shall display City's name, website, and Contractor's designated telephone number using labels, decals, or other approved method. Upon expiration or early termination of this Agreement, Contractor shall transfer access and rights of such phone number and website to the City. Contractor shall be prohibited from including Contractor's name and/or logo on any Containers utilized in the City.

All Containers shall be labeled in accordance with the requirements of SB 1383 and consistent with Section 4.8. Recyclable Materials and Organic Materials Container labels must include at least three (3) graphic examples of materials that are accepted in the Container, and at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols). Solid Waste Container labels must include at least two (2) graphic examples of materials that are prohibited from being placed in the Container, clearly displaying that the prohibited materials are prohibited (using recognizable symbols), and a statement that proper separation of Recyclable Materials and Organic Materials is mandatory.

All Carts shall include a high-quality educational information label using in-mold technology, such that all labeling shall be integral to the lid, through the use of injection molding, and shall not be affixed to any part of the Cart or lid through the use of adhesives. Notwithstanding the provisions of this Section, or the requirements of SB 1383, the in-mold lid label shall include: information about the Collection program; acceptable materials; prohibited materials; notification forbidding Hazardous Waste and describing proper Disposal thereof; notification forbidding scavenging (through words and international symbols) and describing the penalties therefore under California law or City Resolution; and, the City's name and logo. All Container label artwork shall be approved by City Contract Manager prior to installing such labels on Carts, Bins, or Drop Boxes.

**G. Repair and Replacement of Containers.** Contractor shall be responsible for repairing or replacing Containers that are damaged during Collection operations; when Contractor determines the Container is no longer suitable for service; or when the City or Customer requests replacement of a Container that does not properly function, leaks, is damaged, or is otherwise not fit for service. Contractor shall be responsible for acquiring and providing the replacement Containers. Contractor shall repair or replace all damaged or broken Containers within three (3) Working Days of Customer or City Contract Manager request, and update the inventory as required in subsection H.

If so many Containers are so severely damaged due to a common design or manufacturing defect that the frequency and type of the defect makes prompt repair or replacement not feasible using Reasonable Business Efforts, Contractor shall diligently pursue with the manufacturer a remedy to cure the defect and will propose to the City Contract Manager, for City's review, comment, and approval, a plan that states how and when repair or replacement of such Containers will occur, subject to Section 3.6.



Contractor shall provide to Single-Family Customers at least one (1) free Cart replacement per any twelve (12) month period for any reason, upon Customer request. If Customer requests more than one (1) Cart replacement per any twelve (12) month period, Contractor shall make Carts available at the City-approved Contractor Payment for such services. In addition, Single-Family Customers may also request one Cart size exchange per Contract Year at no charge. All such Containers shall be provided within three (3) Working Days of request. Contractor's failure to comply with the Container requirements may result in assessment of Liquidated Damages pursuant to Section 10.6 and Exhibit F.

H. **Inventory.** Contractor shall maintain a sufficient inventory of Containers to accommodate new Customer requests for service, requests for changes in Service Levels (size, type, or number of Containers) from current Subscribers, and requests for replacements due to damage to Containers. Contractor shall provide City Contract Manager with updated Container inventory as provided in Exhibit D, or as otherwise requested.

I. **Maintenance, Cleaning, Painting.** Except as otherwise provided, the provisions of this Section 5.6.I. apply to Contractor-owned Containers. All Containers shall be maintained in a safe, serviceable, and functional condition and present a clean, attractive appearance. Contractor shall repair or replace all Containers damaged by Collection operations in accordance with standards specified in Exhibit J, unless damage is caused by Customer's gross negligence, in which case, the Customer will be billed for repair or replacement of Container at a City-approved Rate for such service. All Containers shall be maintained in a functional condition.

Contractor is not responsible for maintenance of Customer-owned Containers but shall promptly notify any Customer for which Collection of a Customer-owned Container is unsafe, makes Collection more difficult, or otherwise requires maintenance. Contractor may, but is not required to provide painting of Customer-owned Containers at a City-approved charge. The City Contract Manager may require Contractor to periodically track, and report on the appearance of Customer-owned Containers.

Contractor shall steam clean and repaint all Bins as often as is necessary to maintain the appearance of having been repainted within twelve (12) months, or if requested by the City Contract Manager, so as to present a clean, attractive appearance. Contractor shall require Collection Route supervisors and Collection vehicle drivers to proactively submit work orders for Containers, including Carts and Bins, observed in the field that require maintenance, including repair, cleaning, and repainting. In accordance with Exhibit D, Contractor shall include in its quarterly report the number and type of work orders proactively created by Route supervisors and Collection vehicle drivers.

Contractor shall not be required to steam clean and repaint all Bins at least once per year if: (1) the City Contract Manager determines that repainting specific Containers at that frequency is not necessary because the Bins' appearance is satisfactory, in which event Contractor will repaint them the following year or at such time as the City Contract Manager determines that repainting is necessary to ensure that the Bin(s) give the appearance of having been repainted within twelve (12) months; or, (2) the City Contract Manager determines that repainting specific Bins at a shorter frequency is necessary to ensure that such Bins give the appearance of having been repainted within twelve (12) months, in which event, Contractor shall repaint such Bins within thirty (30) days' notice from City Contract Manager directing repainting.

1756 Contractor shall clean Carts at a frequency sufficient to maintain them in a clean and attractive  
1757 condition.

1758 Contractor shall offer cleaning service (or clean Container exchange) to Residential Customers  
1759 requesting such service, and shall charge Customers for such cleaning (or Container exchange) at  
1760 the City-approved Rate for such service. Commercial Customers shall receive up to two (2) cleanings  
1761 per calendar year for Food Scraps Carts at no additional cost. Contractor shall provide up to two  
1762 thousand (2,000) total cleanings per Fiscal Year at no addition to Contractor's Compensation.

1763 Within five (5) Working Days of Contractor's observation or of City Contract Manager direction,  
1764 Contractor shall remove graffiti from its Containers, unless that graffiti contains obscene words or  
1765 pictures, in which event Contractor shall remove it within forty-eight (48) hours (weekends  
1766 excepted). If requested by City Contract Manager, Contractor shall provide the City Contract  
1767 Manager with written notice of graffiti, including a description thereof within two (2) Working Days  
1768 after Contractor discovers it.

1769 Upon request from the City Contract Manager, Contractor shall provide the City with a list of  
1770 Containers and the date each Container was painted and maintained.

1771 The City Contract Manager's ability to require Container cleaning, painting or maintenance in no  
1772 way alleviates Contractor of its sole responsibility for always ensuring high-quality Container  
1773 appearance.

## 1774 **5.7 PERSONNEL**

1775 A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other  
1776 personnel as may be necessary to provide the services required by this Agreement in a safe and  
1777 efficient manner. Contractor shall designate at least one (1) qualified employee as City's primary  
1778 point of contact with Contractor who is principally responsible for Collection operations and  
1779 resolution of service requests and Complaints. Such individual shall be empowered to negotiate on  
1780 behalf of and bind Contractor with respect to any changes in scope, dispute resolution,  
1781 compensation adjustments, and service-related matters which may arise during the Term of this  
1782 Agreement.

1783 B. **Route Supervision.** Contractor understands and acknowledges that route supervision is the primary  
1784 operations link between Contractor's drivers, and Contractor and City CSR's, and that strong,  
1785 consistent, and proactive route supervision plays a crucial role in provision of high-quality Collection  
1786 service and Customer service, and in successful SB 1383 compliance.

1787 Contractor shall designate at least two (2) qualified full-time employees as route supervisors. Route  
1788 supervisors shall spend a minimum of fifty percent (50%) of their time in the field checking on all  
1789 aspects of Collection operations, including responding to Customer requests, inquiries, and  
1790 Complaints, and to City inquiries. Contractor shall ensure route supervisors respond to City phone  
1791 and electronic communications, regardless of media, within sixty (60) minutes from when the  
1792 message was sent. Upon City request, Route supervisors shall be available to meet City staff at  
1793 Customer Premises to provide guidance and assistance on Collection services, including, but not  
1794 limited to, right sizing service for Customers. Route supervisors shall attend monthly Franchise  
1795 Roundtable Meetings.

- 1796 C. **Driver Qualifications.** Contractor shall ensure that all drivers are trained and qualified in the  
1797 operation of Solid Waste Collection vehicles and have in effect a valid license, of the appropriate  
1798 class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II  
1799 California Department of Motor Vehicles employer "Pull Notice Program" to annually monitor its  
1800 drivers for safety.
- 1801 D. **Uniforms.** Contractor shall require its drivers, and all other employees who encounter the public to  
1802 wear clean, standardized uniforms bearing Contractor's name and an identification badge or other  
1803 means of identifying the employee, all as approved by City.
- 1804 E. **No Gratuities.** Contractor shall not permit its employees to demand, solicit or accept, directly or  
1805 indirectly, any additional compensation or gratuity from members of the public for the Collection  
1806 of Solid Waste under this Agreement.
- 1807 F. **Safety Training.** Contractor shall provide operational and safety training to all of its employees who  
1808 utilize or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly  
1809 involved in Collection. Such training shall, at a minimum conform with generally accepted industry  
1810 practices for such training. Contractor shall train its employees involved in Solid Waste Collection to  
1811 identify, and not to Collect, Excluded Waste. Contractor shall within sixty (60) days of the  
1812 Commencement Date provide City Contract Manager its safety policy and safety training program,  
1813 the name of its safety officer, and the frequency of its trainings. Contractor shall provide  
1814 comprehensive safety training to its employees described in this subsection no less than quarterly  
1815 and shall provide shorter, targeted safety trainings no less than monthly, or at a frequency  
1816 determined by City. As provided in Exhibit D, Contractor shall document in its quarterly reports its  
1817 conduct of safety trainings during the previous quarter, and document any changes in contact  
1818 information or safety training frequency. Contractor shall provide the most recent version of its  
1819 safety policy and safety training program with its annual report, as provided in Exhibit D. Contract  
1820 Manager or designee may attend training to observe and audit quality and content of training.
- 1821 G. **Employee Conduct and Courtesy Training.** Contractor shall use its best efforts to assure that all  
1822 employees present a neat appearance and conduct themselves in a courteous manner. Contractor  
1823 shall regularly train its employees (including Collection vehicle drivers, Route supervisors, and  
1824 Customer service representatives) in Customer courtesy, including interaction with the public,  
1825 prohibit the use of loud or profane language, and instruct Collection crews to perform Collection  
1826 work as quietly as possible. Contractor shall provide comprehensive employee conduct and  
1827 courtesy training to its employees described in this subsection no less than annually and shall  
1828 provide shorter, targeted employee conduct and Customer service trainings quarterly, or at a  
1829 frequency determined by City. If any employee is found not to be courteous or not to be performing  
1830 services in the manner required by this Agreement, Contractor shall take all necessary corrective  
1831 measures, including transfer, discipline or termination. If City has notified Contractor of a Complaint  
1832 related to discourteous behavior, upon request of City, Contractor shall reassign the employee to  
1833 duties not entailing contact with the public while Contractor is pursuing its investigation or  
1834 disciplinary process.
- 1835 H. **Employee Service and Agreement Training.** Contractor shall develop a training program to ensure  
1836 that all staff, including Customer service representatives, Collection drivers, Route supervisors, and  
1837 supervisory staff have a full understanding of the services provided under this Agreement, and of  
1838 other Agreement requirements and provision as necessary to successfully fulfill their individual

1839 responsibilities. Contractor shall provide comprehensive employee service and Agreement training  
1840 to its employees described in this subsection no less than annually and shall provide shorter,  
1841 targeted employee service and Agreement trainings quarterly, or at a frequency determined by City.

1842 Up to twice per year at City direction and prior to launch of new programs, Contractor's Customer  
1843 service representatives and City's Customer service representatives shall conduct joint Customer  
1844 service trainings.

1845 I. **Driver and Route Supervisor Training.** In addition to the training requirements described in  
1846 subsections F, G and H, Contractor shall provide training to its Collection vehicle drivers, including  
1847 relief Collection vehicle drivers, and Route supervisors in Collection routing and proactive Container  
1848 maintenance resolution.

1849 Contractor shall train its Collection vehicle drivers and Route supervisors on Contractor's standard  
1850 route stop sequence for each Route that conforms to Contractor's routing guidelines established in  
1851 accordance with Section 5.5. Contractor shall require all Collection vehicle drivers, including relief  
1852 Collection vehicle drivers, to follow that sequence.

1853 Contractor shall train its Collection vehicle drivers and Route supervisors on proactively identifying  
1854 Containers that require maintenance, including repainting, cleaning, or repair. Such training shall  
1855 include a process for how Collection vehicle drivers and Route supervisors can create and submit  
1856 work orders for Containers, including Carts and Bins, which are in need of maintenance.

1857 Contractor shall revise and/or develop a driver litter abatement training program for City Contract  
1858 Manager review and approval. The program shall, at a minimum, address the following best  
1859 management practices for litter abatement:

1860 1. Closing Container lids and right sizing service: Contractor staff will close each Container lid  
1861 following Collection. Contractor staff will tag overfull Containers with Courtesy Notices, which  
1862 will serve as outreach and education to the Customer. Photos of the Container will be taken  
1863 by drivers, attached to the Customer's account, and will be available to outreach and  
1864 Customer service staff in order to demonstrate to the Customer where a problem exists.

1865 2. Use tags to provide outreach to Customer on importance of bagging lightweight materials  
1866 such as plastic bags, film plastics, foam peanuts, and other materials that can easily become  
1867 litter due to their lightweight nature.

1868 3. Driver training on litter reduction techniques and litter removal best management practices.

1869 4. Affixing signage to the back of Contractor trucks which provides a phone number for residents  
1870 to report material spills. The litter abatement education plan shall be reviewed and approved  
1871 by City prior to use by Contractor.

1872 Contractor shall provide comprehensive driver and Route supervisor training to its employees  
1873 described in this subsection no less than annually and shall provide ongoing targeted driver and  
1874 Route supervisor trainings monthly, or at a frequency determined by City.

1875 J. **Training Materials and Documentation.** Training materials shall be tailored for each employee  
1876 group (Collection vehicle drivers, Route supervisors, supervisory staff, and Customer service

representatives) and shall be based on industry best practices and applicable Agreement requirements. Contractor shall submit its training program materials for employee training described in subsections F through I above to City for review and comment sixty (60) days prior to the Commencement of the Term, or the implementation of new services. Contractor shall incorporate City comments and obtain City Contract Manager approval prior to implementing the training programs.

Contractor shall conduct trainings described in subsections (H) and (I) annually, prior to the implementation of new services, or as requested by City. Contractor shall digitally record the names and titles of employees present at all employee trainings. Contractor shall maintain such employee attendance records in accordance with Section 6.1 and shall provide such records to City Contract Manager upon request. Contractor shall submit employee training records in its annual reports, as provided in Exhibit D.

K. **Designated Staff.** Contractor shall designate one (1) qualified Customer service representative to be the primary contact for City Drop Box services provided in accordance with Section 1 and Section 8 of Exhibit B4. The City's designated Drop Box contact shall be trained in the locations of City facilities, special events, and other locations for seasonal City clean-up services provided in Drop Boxes. City staff may contact the designated Drop Box contact directly during the normal office hours to schedule City clean-up services in Drop Boxes with twenty-four (24) hours' notice. The City's designated Drop Box contact shall coordinate Drop Box requests with the Utility Division of the City Finance Department. City staff may also contact the designated Route supervisor to request City clean-up services in the event that the designated Drop Box contact is not available.

L. **Roster of Employees.** On January 1 and on July 1 of each year of the Term, Contractor shall furnish to City a complete roster of all employees providing service under this Agreement, as provided in Exhibit D. The roster must contain the name, unique employee identification number, job classification, wage Rate, and such other information as City may require.

## **5.8 HAZARDOUS WASTE INSPECTION AND HANDLING**

A. **Inspection Program and Training.** Contractor shall develop a load inspection program that includes the following components: (i) personnel and training; (ii) load checking activities; (iii) management of wastes; and, (iv) record keeping and emergency procedures.

Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in: (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and, (iii) emergency notification and response procedures. Collection vehicle drivers shall inspect Containers before Collection when practical.

B. **Response to Excluded Waste Identified During Collection.** If Contractor determines that material placed in any Container for Collection is Excluded Waste or presents a hazard to Contractor's employees, the Contractor shall have the right to refuse to accept such material. The Generator shall be contacted by the Contractor and requested to arrange proper Disposal. If the Generator cannot be reached immediately, the Contractor shall, before leaving the Premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the material and lists the phone number of a facility that accepts the Excluded Waste or a phone number of an entity that can provide information on proper Disposal of the Excluded Waste. Under no circumstances shall



1918 Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly  
1919 containerized Excluded Waste from a Collection Container.

1920 If Excluded Waste is found in a Collection Container or Collection area that could possibly result in  
1921 imminent danger to people or property, the Contractor shall immediately notify the Department of  
1922 Public Safety.

1923 C. **Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials Collected by  
1924 Contractor will be delivered to the Approved Facility(ies) for purposes of Processing or Disposal. In  
1925 the event that load checkers and/or equipment operators at the Approved Facility identify Excluded  
1926 Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage  
1927 in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange to remove the  
1928 Excluded Wastes at its cost in accordance with Applicable Laws and regulatory requirements. The  
1929 Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the  
1930 Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost  
1931 of Disposal shall be chargeable to the Generator. Within one (1) Working Day of Generator being  
1932 successfully identified, Contractor's Customer service representative shall contact the Generator  
1933 and provide information about the public health hazards and subsequent fines associated with  
1934 Disposal of Excluded Waste.

## 1935 **5.9 CONTRACT MANAGEMENT**

1936 City has designated staff, the City Contract Manager, to be responsible for the monitoring and  
1937 administration of this Agreement. Contractor shall designate an employee to serve as Contractor's  
1938 Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the  
1939 monitoring and administration of this Agreement. It is City assumption that Contractor's General Manager  
1940 will continue to fulfill this role. The Contractor's Contract Manager shall not be involved in the  
1941 management, operations, administration, marketing, or other activities of Contractor other than under  
1942 this Agreement.

1943 The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve  
1944 differences of interpretation and implement and execute the requirements of this Agreement in an  
1945 efficient, effective, manner that is consistent with the stated objectives of this Agreement. Contractor's  
1946 Contract Manager shall respond to City requests to meet and confer within three (3) Working Days.

1947 City Contract Manager may at times designate other agents of City to work with Contractor on specific  
1948 matters. In such cases, those individuals should be considered designates of the City Contract Manager  
1949 for those matters to which they have been engaged. Such designates shall be afforded all of the rights and  
1950 access granted thereto. In the event of a dispute between the City Contract Manager's designate and  
1951 Contractor, the City Contract Manager's determination shall be conclusive.

1952 In the event of dispute between the City Contract Manager and the Contractor regarding the  
1953 interpretation of or the performance of services under this Agreement, the City Contract Manager's  
1954 determination shall be conclusive except where such determination results in a material impact to the  
1955 Contractor's revenue and/or cost of operations. In the event a dispute between the City Contract Manager  
1956 and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 shall  
1957 apply. For the purposes of this section, "material impact" is an amount equal to or greater than fifty  
1958 thousand dollars (\$50,000).

City Contract Manager or their designate shall have the right to observe and review Contractor operations and enter Contractor's Premises for the purposes of such observation and review, including review of Contractor's records, during reasonable hours with reasonable notice. In no event shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after receiving such a request. City Contract Manager shall be granted access to Contractor's information systems and Customer service database in accordance with Section 4.11.

## **5.10 ENVIRONMENTALLY-PREFERRABLE PURCHASING**

Contractor shall, prior to the Commencement Date, develop and implement an "Environmentally Preferable Purchasing Policy". The policy shall be subject to review, request for modification, and approval by the City Contract Manager. The policy shall, at a minimum, include provisions for: (1) purchasing materials with the highest available recycled content without materially degrading the performance of the product; (2) purchasing materials that utilize non-toxic, non-polluting alternative chemistry; (3) paying up to twenty percent (20%) more, relative to virgin or toxic content products, for purchasing environmentally preferable materials and supplies; and, (4) Source Reduction and pollution prevention strategies for Contractor's operations. Contractor shall include a summary of their environmentally-preferable purchasing activities in their Annual Report to City (e.g., volume of recycled content paper purchased, Source Reduction strategies implemented during the year and the quantified results of that strategy, etc.).

## **5.11 LOCAL PURCHASING PREFERENCE**

Contractor shall, throughout the Term of this Agreement, give preference to purchasing materials and supplies used in connection with Agreement from local vendors within the County or State; and in that order of preference. At a minimum, Contractor shall purchase the following items from vendors within the County: vehicle supplies (e.g., fuel, fluids, tires, parts, etc.); printing and publishing services for any and all public education and outreach materials; uniforms, safety clothing/equipment, and work boots; and office supplies.

## **5.12 PERFORMANCE IMPROVEMENT OVER TIME**

Contractor shall perform services under this Agreement in a manner which supports the City's environmental goals. This includes, but is not limited to, providing Collection services, education, and outreach to Customers and in the community which promote Source Reduction, reuse, Recycling, Composting, and other methods to reduce Disposal. Contractor is required to recommend opportunities for Customers to reduce their Solid Waste subscription levels and increase the level of Recyclable Materials and Organic Materials service received. City may require Contractor to assist City with additional aspects of SB 1383 compliance beyond those contained in the Agreement as of the Effective Date, as provided in Exhibit K (SB 1383 Roles and Responsibilities) pursuant to Section 4.8, and subject to the provisions of Section 3.5.

Common means of measuring progress towards regulatory compliance, such as the percentage of total materials, continue to be of value in measuring community-wide progress towards goals for reduced Disposal and zero waste. Other related measures, such as pounds per day disposed per resident may continue to be useful on a community-wide basis, but like Diversion these measures are influenced by a broad range of societal factors, including changes in population and demographics, and economic strength. Broad measures of Diversion are of limited usefulness for measuring changes in compliance with the Generator-level requirements of SB 1383. Successful implementation of SB 1383 will require broad, ongoing changes in Customer behavior, efforts to which Contractor and City staff will both be contributing.

2002 The following includes, but is not limited to measures that can better capture whether sufficient or  
2003 necessary progress is occurring in implementing SB 1383, and whether it is prudent for the City to shift to  
2004 a “performance-based” approach to SB 1383 compliance:

2005 A. Increasing Participation - Increasing the percentages of Residential Customers and of Commercial  
2006 Customers, and the percentage of total Customers receiving Organics Collection service, up to a  
2007 ceiling of 90% each for Single Family, Multi-Family, Commercial Customers;

2008 B. Increasing Capture Rate - Increasing the average pounds Collected per cubic yard of subscribed  
2009 Organics Materials capacity by Multi-Family Customers and Commercial Customers; and,

2010 C. Decreasing Contamination - Decreasing the weight of Contamination as a percentage of the weight  
2011 of total Recyclable Materials and Organic Materials as set-out for Collection, as measured by the  
2012 waste composition studies.

2013 The Parties will meet and confer no less than annually in conjunction with planning for Contractor  
2014 submittal of Contractor’s Compensation application, to assess overall progress in implementing SB 1383,  
2015 the use of metrics such as those listed above for measuring specific progress, and whether these or other  
2016 metrics should be adapted as incentives.

2017 **5.13 CITY OWNERSHIP OF VEHICLES, CONTAINERS, AND PROVISION OF**  
2018 **ACCOUNT INFORMATION AT END OF TERM**

2019 A. **Vehicles.** Upon expiration or early termination of this Agreement, all fully depreciated Vehicles  
2020 purchased prior to or during the Term of the Agreement and remaining in service shall, at the City’s  
2021 option and at no cost to the City, become property of the City. All Vehicles purchased during the  
2022 Term of this Agreement that have not been fully depreciated shall be purchased by the City at a cost  
2023 equal to the then remaining depreciation to be claimed. Depreciation for purposes of this Section  
2024 5.13 will be calculated as used for determining Contractor’s Payments under this Agreement or the  
2025 Prior Agreement.

2026 B. **Containers.** Upon expiration or early termination of the Agreement, all Containers purchased prior  
2027 to or during the Term of this Agreement, and remaining in service at Customer Premises shall  
2028 become property of the City at no cost to the City if such Containers have been fully depreciated.  
2029 All Containers purchased and put into service at Customer Premises during the Term of this  
2030 Agreement, and Containers in inventory, that have not been fully depreciated may be purchased by  
2031 the City, at the City’s option, at a cost equal to the then remaining depreciation to be claimed. All  
2032 Containers purchased by City and in service shall remain at the applicable Customer Premises. Any  
2033 Containers not purchased by City shall be removed from Customer Premises and disposed of by  
2034 Contractor in accordance with Applicable Law.

2035 C. **Fueling Station.** Upon expiration or early termination of this Agreement, should either occur prior  
2036 to June 30, 2037, the City shall pay Contractor for any remaining depreciation related to City-  
2037 approved Contractor’s Compensation for Contract Year 1 (Fiscal Year 2021-22) for upgrade of the  
2038 fueling station as provided in Exhibit G2 Cost Basis for Proposal.

2039 D. **New Vehicle and Container Purchases.** Contractor and City shall work cooperatively to minimize  
2040 the purchase price of Vehicles and Containers required to be purchased by the City upon expiration  
2041 or early termination of this Agreement; provided, however, that Contractor shall be compensated



by means of increased Contractor's Payments for the reasonable and documented increased cost, if any, of maintaining Vehicles and Containers that are not replaced on schedule and continue to be used after their scheduled replacement dates. No assets shall be replaced within 5 years of the end of the Term without the prior written approval of the City.

E. **Contractor Maintenance Obligation.** Contractor agrees to maintain, use and repair in accordance with the manufacturers' specifications all Vehicles and Containers that are subject to the City's obligation to purchase. Contractor agrees to provide City with applicable maintenance records for such Vehicles and Containers prior to City purchase. The City Contract Manager shall have the option, at City expense, to perform an inspection of Vehicles and Containers prior to purchase. Vehicles and Containers that have not been maintained in accordance with the manufacturers' specifications or that are non-functioning shall not be subject to City's purchase obligation.

F. **Records and Equipment Documentation.** Upon expiration or early termination of this Agreement, and upon City direction and consistent with the provisions of Section 8.8. Maintenance of Financial Records, Contractor will furnish City with immediate access to Customer subscription (including service and complaint information), routing, and all Contractor records related to Contractor billing of accounts.

## ARTICLE 6. RECORD KEEPING AND REPORTING

### 6.1 RECORD KEEPING

Contractor shall maintain Customer contact data, Customer service, accounting, statistical, operational, and other records related to its performance as shall be necessary to provide reporting under this Agreement, Applicable Law, and to demonstrate compliance with this Agreement. Unless otherwise required in this Article, Contractor shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus four (4) years after its expiration or earlier termination. Records and data shall be in chronological and organized form and readily and easily interpreted. Upon request, any such records shall be retrieved within ten (10) Working Days of a request by the City Contract Manager and made available to the City Contract Manager. Contractor shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft (physical or electronic), and an earthquake. Electronically-maintained data and records shall be protected and backed-up as necessary to ensure no loss of data. To the extent that Contractor utilizes its computer systems to comply with record keeping and reporting requirements under this Agreement, Contractor shall, on a monthly basis, save all system-generated reports supporting those record keeping and reporting requirements in a static format in order to provide an audit trail for all data required.

City views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, City regards as extremely important its ability to prove where Collected Recyclable Materials, Organic Materials, Solid Waste and Construction and Demolition Debris (C&D) are taken for Transfer, Processing, or Disposal. Contractor shall maintain records which can establish where Recyclable Materials, Organic Materials, Solid Waste, and Construction and Demolition Debris (C&D) Collected were Transferred, Processed, or Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to City Contract Manager (upon request or at the

2084 end of the record retention period) in an organized and indexed manner rather than destroying or  
2085 Disposing of them.

## 2086 **6.2 REPORT SUBMITTAL REQUIREMENTS**

2087 Contractor shall submit monthly reports within twenty (20) calendar days after the end of the previous  
2088 month, quarterly reports within twenty (20) calendar days after the end of the calendar quarter.  
2089 Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each  
2090 calendar year. Monthly, quarterly, and annual reports shall, at a minimum, include all data and  
2091 information as described in Exhibit D. Contractor shall submit all reports to the City Contract Manager  
2092 electronically via e-mail using software acceptable to the City.

2093 Contractor may propose report formats that are responsive to the objectives and audiences for each  
2094 report. The format of each report shall be approved by the City Contract Manager, in their sole discretion.  
2095 City Contract Manager may, from time to time during the Term, review and request changes to  
2096 Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

2097 City reserves the right to require Contractor to provide additional reports or documents as City Contract  
2098 Manager reasonably determines to be required for the administration of this Agreement or compliance  
2099 with Applicable Law.

## 2100 **6.3 PERFORMANCE REVIEW AND AUDIT**

2101 A. **City Reviews and Audits.** The City may conduct, and Contractor shall cooperate with, performance  
2102 reviews and/or detailed financial audits at any point during the Term of this Agreement to verify  
2103 Contractor has fulfilled its financial and operational obligations under this Agreement. The purpose  
2104 of such review and audit shall be, without limitation, to review Complaints, billings, and fee  
2105 payments to City, and to determine if Contractor has met the performance standards described in  
2106 this Agreement (including, without limitation, performance standards established in Exhibit F). City  
2107 may choose to enlist professional service providers to perform such reviews and audits. Contractor  
2108 may not influence or control the City's selection of professional service providers. Contractor shall  
2109 cooperate with the City and its agents during the review and audit process. If any noncompliance  
2110 with the Agreement is found, the City may direct the Contractor to correct the inadequacies in  
2111 accordance with Article 10 of this Agreement.

2112 B. **Contractor Audit of Provided Service.** Contractor will audit City's billings to Generators under  
2113 Section 4.11, including:

- 2114 (1) Ensuring that Rates charged accurately match level and frequency of service;
- 2115 (2) Adjusting Service Levels as needed (for example, too much Solid Waste service, and too  
2116 little Recycling and/or Organics service, etc.);
- 2117 (3) Verifying that use of additional Containers is being recorded and reported to City  
2118 properly;
- 2119 (4) Identifying any addresses at which Discarded Materials are being placed for Collection  
2120 without Generator subscribing to service and establishing a Customer account;
- 2121 (5) Verifying if Rear Yard service is still being provided or needed;

- 2122 (6) Verifying that push-out service is being provided and all services are coded properly for  
2123 push-out;
- 2124 (7) Auditing Recycling services: Multi-Family Carts, Split-Carts, Commercial/Industrial  
2125 Cardboard Bins; verifying that Container exists at address, being serviced, correcting  
2126 Container type and number, and verifying Customer-owned Containers by size;
- 2127 (8) Noting any needed repairs, graffiti, Bins that need cleaning or repainting, and  
2128 unauthorized Solid Waste Containers; and
- 2129 (9) Enforcement information, including, but not limited to: compliance with any City-  
2130 approved service waivers, overflowing Containers, messy enclosures, Hazardous Waste,  
2131 odor, disease vectors, severely damaged enclosures, etc.

2132 The purpose of the audits is to determine (1) if services and Containers conform to standards and  
2133 (2) that the amount that City is billing each Generator is correct in terms of the level of service (i.e.,  
2134 frequency of Collection, size of Container, location of Container) provided to Generator by  
2135 Contractor. Contractor will audit 1/6th of the Customer accounts each month and submit to City a  
2136 written report on that audit by the 15<sup>th</sup> day of the following month, so that City Contract Manager  
2137 will receive reports monthly that will cover the entire list of Customers twice each year.

- 2138 C. **Performance Hearing.** At the City's sole option, with at least thirty (30) calendar days written  
2139 notification to the Contractor, it may conduct a public hearing at which the Contractor shall be  
2140 present and shall participate, to review the Contractor's performance and quality of service and  
2141 provide for evaluation of technological and regulatory changes. Performance and service quality  
2142 review hearings may be scheduled by the City at its discretion throughout the Term of the  
2143 Agreement.

## ARTICLE 7. CITY FEES

### 7.1 FRANCHISE FEE

2146 The Contractor shall pay a Franchise Fee to City each month. Contractor has proposed and City has agreed  
2147 that the annual amount of the Franchise Fee shall be equal to \$ is \$2,208,528 for all services performed  
2148 under this Agreement and shall be paid in equal monthly installments. Contractor and City agree the  
2149 Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to  
2150 Contractor under this Agreement, which include, but are not limited to, the use of City streets. The full  
2151 amount of the Franchise Fee is an operating expense when computing Contractor's Payment, but the  
2152 Franchise Fee is subtracted from the Projected Annual Cost of Operations to determine profit under  
2153 Section 8.3.A.5. Accordingly, the Franchise Fee is a cost paid solely by Contractor.  
2154

### 7.2 ADJUSTMENT OF, ADDITION TO FEES

2155 City may establish other fees or adjust the fees established in this Article from time-to-time during the  
2156 Term of this Agreement and such adjustments shall be included in the adjustment of Contractor Payments  
2157 as described in Exhibit E. Without limiting the foregoing, the Franchise Fee shall be adjusted annually  
2158 during the adjustment of the Contractor's Payments to reflect changes in the cost of living as calculated  
2159 using San Francisco-Oakland-San Jose Consumer Price Index #9240.  
2160

### **7.3 PAYMENT SCHEDULE AND LATE FEES**

Contractor will pay the Franchise Fee in the following manner. City will deduct 1/12th of the annual Franchise Fee from the monetary payments otherwise due to Contractor from City under Section 8.3, provided that City is billing substantially all Customers as contemplated by Section 4.11 and that Contractor is providing Solid Waste Collection service.

If Contractor is not providing Solid Waste Collection service although this Franchise and Agreement have not been terminated and City has had to undertake other arrangements for that service pursuant to Article 10, Contractor will pay the Franchise Fee in equal monthly installments of 1/12th of the annual Franchise Fee, in cash, on the first day of each month that it is not providing Solid Waste Collection, services. City may recover those Franchise Fee payments from any performance bond, letter of credit or other performance assurance provided by Contractor under this Agreement.

City Contract Manager may, at any time during the Term, perform an audit of Contractor's billings and payment of fees as provided in Section 6.3.A.

## **ARTICLE 8. CONTRACTOR COMPENSATION**

### **8.1 GENERAL**

The "Contractor's Payment" provided for by this Article is the full, entire and complete compensation due to Contractor from City for furnishing all labor, equipment, materials, and supplies and other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. Contractor's Payment includes all costs for the items mentioned above and also for all taxes, insurance, bonds, overhead, profit and all other costs necessary to perform the services in accordance with this Agreement.

### **8.2 CITY APPROVAL OF CAPITAL EXPENSES**

Contractor will obtain City Contract Manager approval prior to making any capital investment in excess of \$50,000 if that investment has not previously been included in Contractor's Payment.

### **8.3 CONTRACTOR'S PAYMENT**

Contractor's Compensation for each Fiscal Year ("Contractor's Payment") will be determined as described below.

A. Determination of Contractor's Payment for the Fiscal Year beginning with July 1, 2022 is as specified in Section 8.3.D. Determination of Contractor's Payment for each Fiscal Year beginning with July 1, 2023 and continuing with each subsequent Fiscal Year is as follows:

1. General. On or before each January 31 of each calendar year of the Term beginning in 2023, Contractor will submit a Request for Calculation of Contractor's Payment covering the following Fiscal Year of the Term. The Parties shall meet and confer no later than November 1, 2022 to determine the format for the Contract Year Three Contractor's Payment application for Contract Years Three and later. Such format will be based on Exhibit G2 Cost Basis for Proposal and/or the application format used under the Prior Agreement, with such additional supporting documentation as Contractor may propose or City may require. Beginning with

2199 Contract Year Four, the Parties shall meet no later than six months prior to the beginning of  
2200 the applicable Contract Year to discuss any modifications to the agreed application format.

2201 For example, in January 2023, Contractor will submit a request covering Contract Year Three  
2202 (3) that begins on July 1, 2023. This request will be based on the audited financial statement  
2203 submitted under Section 8.8.F for the preceding Fiscal Year, and organized so as to facilitate  
2204 the calculations required by this Section, and be accompanied by:

2205 2. Supporting Documentation. Such supporting schedules as deemed necessary by City; and,

2206 a. A statement signed by the President or Vice President, if available (and if neither is  
2207 available by the Administrative Officer) and the Chief Financial Officer of Contractor  
2208 that as of the date of submission, the financial information submitted is complete and  
2209 correct to the best of their knowledge and belief.

2210 3. Components of the Contractor's Payment. Contractor's Payment for each Fiscal Year consists  
2211 of:

2212 a. The "Projected Cost of Operations" for each Contract Year calculated as set forth in the  
2213 following paragraph Section 8.3.A.4, plus

2214 b. Profit calculated as set forth in the next succeeding paragraph (Section 8.3.A.5), plus or  
2215 minus

2216 c. Variances from prior Fiscal Year Projections as set forth in Section 8.3.B.

2217 4. Projected Cost of Operations. Projected Cost of Operations for each Fiscal Year consists of the  
2218 sum of:

2219 a. Projected Labor-Related Costs; Projected Vehicle-Related Costs; Projected Other Costs;  
2220 and

2221 b. Projected Net Interest Expense and Depreciation Expense

2222 Each of these projected costs and expenses is corroborated, adjusted and escalated/projected  
2223 as provided in Exhibit E.

2224 5. Profit. Profit for each Fiscal Year is calculated as follows:

2225 a. The Franchise Fee calculation under Section 7 is subtracted from the Projected Costs of  
2226 Operations, and the difference is the "Net Cost of Operations".

2227 b. **OPTION A** Profit for each Fiscal Year equals the quotient of Net Cost of Operations  
2228 divided by 92.00%, less the Net Cost of Operations. That is,

2229 Profit = (Net Cost of Operations /0.9200) minus Net Cost of Operations

2230 OR

2231 **OPTION B** Profit for each Fiscal Year equals the quotient of Net Cost of Operations  
2232 divided by 92.25%, less the Net Cost of Operations. That is,

2233 Profit = (Net Cost of Operations /0.9225) minus Net Cost of Operations

2234 B. **Variances from Prior Fiscal Year Projections.** Variances from Prior Contract Year  
2235 Projections are determined as follows:

2236 1. Contractor will retain any income from actual costs during any Fiscal Year being less than  
2237 those projected for that year when establishing Contractor's Payment for that year, except  
2238 with respect to reconciliation of the following costs:

2239 a. Actual / projected capitalized maintenance costs as described in Exhibit E, and

2240 b. Actual costs of interest, depreciation, and insurance described in Exhibit E  
2241 ("Reconciliation plus Projection of Net Interest, Depreciation, and Insurance Expense").

2242 2. Similarly, except for the preceding two items, Contractor will not be compensated for actual  
2243 costs during any Fiscal Year being greater than those projected for that Fiscal Year when  
2244 establishing Contractor's Payment for that Fiscal Year. In addition, except for those preceding  
2245 two items, calculations of Contractor's Payments for future Fiscal Years will not attempt to  
2246 adjust for past variances of actual costs from those that had been projected. However, City  
2247 may reduce Contractor's Payments to recoup prior overpayments due to subsequently  
2248 discovered fraud or misrepresentation in financial data submitted by Contractor to City.

2249 C. **Documentation of Results and Effective Date.**

2250 1. **Documentation of Results.** The City wishes to ensure consistent application of the process for  
2251 determination of the Contractor's Payment as described in this Section 8.3, while allowing flexibility  
2252 to address specific issues over time in a manner that is understood and agreed to by the Parties.  
2253 Upon completion of the process for determining the Contractor's Payment for each Contract Year,  
2254 the City Contract Manager shall develop a "Final Memo" summarizing the results for that Contract  
2255 Year, identifying key features of that Contract Year's process, and noting any specific ways in which  
2256 the process added to, elaborated on, deleted from, or otherwise modified the specific provisions of  
2257 Article 8, Exhibit E, or other provisions of the Agreement. Contractor shall have the opportunity to  
2258 participate in developing, and to review and comment on the draft of each Final Memo. The City  
2259 Contract Manager and the Contractor's Chief Financial Officer shall be signatories to the Final  
2260 Memo. Each Contract Year's determination of Contractor's Payment shall address applicable  
2261 content from all previous Contract Years' Final Memos.

2262 2. **Effective Date.** Assuming Contractor submits its Request for Determination of Contractor's Payment  
2263 on or before the January 31 that immediately precedes the commencement of the Fiscal Year with  
2264 respect to which the calculation is to be performed, City will use its best efforts to make the  
2265 adjustment effective by July 1 of the same year, and will make retroactive adjustment to  
2266 compensate for any delay in determining Contractor's Payment unless such delay results from the  
2267 failure of Contractor to respond promptly and completely to requests of City for information related  
2268 to any of the determinations required by this Section.



2269 D. **Determination of Contractor's Payment for Fiscal Year Beginning on July 1, 2022.** Contractor's  
2270 Payment for Fiscal Year beginning on July 1, 2022 will use the Contract Year Two (2) compensation  
2271 projections shown in Exhibit G2 Cost Basis for Proposal as the default, with necessary adjustments  
2272 as described in this Section 8.3.D. Except as otherwise noted, all adjustments shall be prospective  
2273 based on best estimates of costs for Contract Year Two (2). The process shall include the following:

2274 1. The Parties shall meet no later than November 1, 2021 to discuss the content of Contractor's  
2275 pending application. Key elements will include:

2276 Review of best Contractor and City estimates for SB 1383 implementation activity during  
2277 Contract Year Two (2), with reference to the projections shown in Exhibit G2 Cost Basis for  
2278 Proposal and the route, account, customer participation, and Tonnage assumptions contained  
2279 in Exhibit G6 SB 1383 Implementation Assumptions.

2280 The Parties shall also discuss, as applicable, the degree to which Contractor has incurred  
2281 additional costs during Contract Year One (1) for implementation of Multi-Family Food Scraps  
2282 and/or Yard Trimmings services as provided in Exhibit B2 Multi-Family Residential Services,  
2283 Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection, respectively, and the extent  
2284 to which they will be reimbursed in Contract Year Two (2) rather than in as part of the prior  
2285 year variance analysis during Contract Year Three (3).

2286 The City Contract Manager shall document the results of this discussion in a memo with  
2287 review and comment by Contractor.

2288 2. Contractor shall submit a Contractor's Payment application no later than January 31, 2022,  
2289 documenting any specific proposed changes to the Contract Year Two (2) compensation  
2290 projection based on the memo described in Section 8.3.D.1 and deducting any amounts for  
2291 SB 1383-related expenses for which Contractor previously had been compensated as provided  
2292 in Section 4.8, as adjusted for actual change in CPI as provided in Exhibit E. The application  
2293 shall include "supporting documentation" as provided in Section 8.3.A.2.

2294 3. The City Contract Manager shall facilitate City review and staff approval of the application.  
2295 The City Contract Manager shall prepare a Final Memo as provided in Section 8.3.C.1  
2296 documenting all adjustments, including the degree to which City is compensating Contractor  
2297 in Contract Year Two (2) rather than in Contract Year (3) as provided in Section 8.3.B, for  
2298 Contract Year One (1) costs incurred in addition to those projected for implementation of  
2299 Multi-Family Food Scraps and/or Yard Trimmings services, as provided in Exhibit B2 Multi-  
2300 Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection.

2301 4. The City Council will review and finalize approval of Contractor's Payment for Contract Year  
2302 Two (2).

#### 2303 **8.4 TIME OF PAYMENT**

2304 City will pay Contractor's Payment determined under Section 8.3, reduced by the offsets under Section  
2305 8.5, (and adjusted, if appropriate, under Section 8.6) in monthly installments on the 25th day of each  
2306 month, for service rendered the preceding month.

2307 **8.5 OFFSETS TO CONTRACTOR'S PAYMENT**

2308 Contractor's Payment made each month is reduced by the sum of the following:

- 2309 A. 1/12th of the Franchise Fee due to City under Section 7.1.
- 2310 B. The billings issued and cash received for services provided by Contractor under Section 4.11.B and  
2311 billed directly by Contractor during the preceding month.
- 2312 C. Liquidated Damages, if any, due under Section 10.6 for failure to achieve the performance standards  
2313 during the preceding month.

2314 **8.6 ADJUSTMENTS FOR CHANGES IN SCOPE OF WORK**

2315 In the event of a City-Directed Change in Scope under Section 3.5, and either Party believes that the  
2316 change will increase or decrease the costs of providing service, the Party that believes Contractor's  
2317 Payment should be adjusted will within 30 calendar days submit to the other Party a proposed adjustment  
2318 and the Parties will thereafter meet and discuss the matter. Contractor will promptly provide all relevant  
2319 schedules, supporting documentation and other financial information requested by City to evaluate the  
2320 necessity for an adjustment and the amount thereof. City's Director of Environmental Services will  
2321 participate in key meetings regarding those adjustments.

2322 Pursuant to a recommendation from the Director of Environmental Services, within 90 days of the  
2323 submission of the Proposed Adjustment, City will determine the amount of the adjustment, if any, and  
2324 will thereafter adjust Contractor's Payment accordingly. Any adjustments are effective as of the date the  
2325 change in service is implemented.

2326 If Contractor is dissatisfied with the recommendation of the Director of Environmental Services it may  
2327 appeal that decision to City Manager. If an appeal is to be taken, Contractor will promptly (and in any case  
2328 within 15 days of its receipt of the Director of Environmental Services decision) submit a full written  
2329 statement of the following:

- 2330 A. Each item with which it disagrees;
- 2331 B. The reasons for its disagreement;
- 2332 C. The amount which it believes Contractor's Payment should be adjusted for each of those items.

2333 Contractor will submit copies of all financial and operational data on which it relies. The City Manager will  
2334 meet with Contractor to review the appeal and will issue his or her decision (increasing or decreasing the  
2335 amount of the recommended adjustments) within 30 days after receipt of Contractor's complete appeal.

2336 If Contractor is dissatisfied with the City Manager's decision, it may appeal that decision to the City  
2337 Council. If an appeal is to be taken, Contractor will promptly (and in any case within 15 days of its receipt  
2338 of the City Manager's decision) submit to the City Clerk (with a copy to the City Manager and the City  
2339 Attorney) a full written statement in the same form as prescribed above. The City Council will consider  
2340 the appeal at a public meeting held within 60 days after the filing of Contractor's appeal.



## **8.7 SPECIAL COMPENSATION ADJUSTMENT REQUEST**

Notwithstanding Section 8.3.B.1, adjustments will take into account the effect of extraordinary, uncontrollable changes in the cost of performance. To that end, and in the limited circumstances described in this Section 8.7, Contractor's Payment will be adjusted to reflect changes in costs between those projected in calculating Contractor's Payment and those actually incurred.

Contractor's Payment will be increased or decreased to the extent that the aggregate documented increases and/or decreases in Contractor's costs incurred in the prior year, and over which Contractor could not have exerted control, equals or exceeds 4% (four percent) of Contractor's Payment in the prior year. That adjustment will be made in the year following the year in which the difference occurred. The full amount of the difference will be accounted for if the 4% (four percent) threshold is reached.

## **8.8 MAINTENANCE OF FINANCIAL RECORDS**

A. **General.** In order to effectuate the periodic reviews of Contractor's Payment contemplated by Section 8.3 and the occasional reviews of adjustments under Section 8.6 due to City-Directed Changes in Scope, which reviews do not necessarily coincide with the periodic reviews under Section 8.3, Contractor must maintain accurate, detailed financial information in a consistent format and to make such information available to City in a timely fashion. In order to assure the public of the accuracy of the review processes, Contractor's financial records must be confirmed by an audit conducted by an independent certified public accountant whose report thereon is forwarded to City on a regular basis. This section is intended to effectuate these requirements.

B. **Contractor's Accounting Records.** Contractor will maintain in its office accurate and complete accounting records containing the underlying financial and operational data relating to, and the bases for computation of, all costs associated with providing service under this Agreement. Contractor will prepare or cause to be prepared the accounting records on an accrual basis, in accordance with Generally Accepted Accounting Principles consistently applied. Contractor will adhere throughout the Term to "Generally Accepted Accounting Principles" then in effect, published by the American Institute of Certified Public Accountants.

Contractor's operating year for both accounting and all other record keeping purposes must be the Fiscal Year.

C. **Inspection of Records.** City, and auditors and other agents selected by City, may, during regular business hours, conduct onsite inspections of the records and accounting systems of Contractor and make copies of any documents relevant to this Agreement, including records and accounting systems with respect to subscriptions and services billed by City, and rear-yard services and roll-off services billed by Contractor.

D. **Retention of Records.** Contractor will retain all records and data required to be maintained under this Agreement through the duration of the Term plus four (4) years, including any extensions, and for such further time as may be designated by City to enable it to complete any review or audit commenced during that 5-year period.

E. **Delivery of Financial Reports to City.** Contractor will deliver to City the financial reports, as required in Section 8.3. In addition, Contractor will provide City with financial information in such format, and at such times, as City may reasonably require to monitor Contractor's financial activities and conduct the compensation review processes described in this article.

2382 F. **Delivery of Financial Statements, Other Documents, and Auditor's Report.** Within 120 days after  
2383 the close of each Fiscal Year (i.e., by October 28) Contractor will deliver to City Contract Manager  
2384 its audited financial statements for the preceding Fiscal Year electronically, or in such other form as  
2385 is approved by the City Contract Manager, together with such other documents as may be required  
2386 by City which show in detail the financial condition of Contractor and the results of its operations  
2387 under this Agreement. Financial statements may be provided in a consolidated form for the two (2)  
2388 entities that constitute Bay Counties Waste Services, Inc., i.e., Bay Counties Waste Services, Inc. dba  
2389 Specialty Solid Waste and Recycling, and Thomas Road Venture Group, LLC, as long as all financial  
2390 statements are accompanied by supplemental statements that provide sufficient detail for the City  
2391 to fully understand the financial condition of each of the individual entities, and separately including  
2392 each division of Specialty providing Collection services under this Agreement, operating the SMaRT  
2393 Station under contract to the City, and or providing any other service to the City or to other Parties.  
2394 The City reserves the right to require provision of separate statements for each of the two entities,  
2395 and of any new entity, or division of an entity should there be any substantive change in Contractor's  
2396 legal organization or financial structure. The consolidated and supplemental statements must have  
2397 been examined by an independent certified public accountant and be accompanied by the  
2398 accountant's report containing (1) the accountant's representation that it has examined  
2399 Contractor's financial statements in accordance with Generally Accepted Auditing Standards and (2)  
2400 the accountant's unqualified opinion that such statements have been prepared in accordance with  
2401 Generally Accepted Accounting Principles consistently applied and fairly reflect the results of  
2402 operations and Contractor's financial condition.

2403 At the same time that Contractor delivers its accountant's representation and opinion, Contractor  
2404 will also deliver:

- 2405 1. Audited consolidated financial statements of Contractor's ultimate parent Company (if any)  
2406 for such Fiscal Year, together with the related opinion of the independent certified public  
2407 accountant that examined those financial statements.
- 2408 2. A statement disclosing whether any of Contractor's Affiliates have performed any services  
2409 under this Agreement as Subcontractors, in which case City may require disclosure of the  
2410 financial statements of such Affiliates.

2411 G. **Affiliates.** Contractor will maintain its accounting records on a basis showing the results of  
2412 Contractor's operations under this Agreement separately from operations in other locations, as if  
2413 Contractor were an independent entity providing service only to City. Contractor must not combine,  
2414 consolidate or in any other way incorporate its costs and revenues associated with providing service  
2415 to City with costs and revenues associated with other operations conducted by Contractor in other  
2416 locations.

2417 Whether or not there are contractual or extra-contractual relationships between Contractor and  
2418 Affiliates, if Contractor is owned or controlled by another corporation, then the financial reports  
2419 and auditor's opinions required of such Contractor are also required of such "parent company"  
2420 which constitutes an "Affiliate" for purposes of this Section.

2421 H. **Affiliates and Indirect Ownership Interest.** For purposes of determining whether an indirect  
2422 ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal  
2423 Revenue Code of 1986, as in effect on the date of this Agreement, applies. For purposes of

determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interests of less than 10 percent are disregarded and percentage interests are determined on the basis of the percentage of voting interest or value that the ownership interest represents, whichever is greater.

- I. **Review of Audited Financial Statement.** With its own employees or by means of a consultant, City may review the audit plan and work papers of any of the independent certified public accountants who give opinions on the audited financial statements that Contractor must furnish pursuant to Section 8.8.F. and G. If that review gives rise to any questions, or differences of opinion regarding Contractor's compliance with this. Agreement, Contractor and its accountant(s) will meet with City and its consultant, if any, to answer those questions and to discuss the differences of opinion.

## **8.9 RATES AND RATE STRUCTURE**

- A. **Rate Schedule.** The City shall be solely responsible for setting Customer Rates. If at any time during the Term of the Agreement, the Contractor determines the need for a Rate that does not appear on the City-approved Rate schedule, Contractor shall immediately notify the City and request establishment of such Rate. For example, if a Customer requires Collection of Organic Materials in a fifteen (15) cubic yard Compactor five (5) times per week and the City-approved Rate schedule does not include this level of service, the Contractor must request that the City approve a Rate for this level of service.
- B. **Rate Structure.** The City may, at any time during the Term of this Agreement and in its sole discretion, change the relationship of individual Customer Rates in comparison with other Rates. It is understood that the Contractor accepts the risk for changes in cost of providing services and the Service Levels requested by Customers.

## **ARTICLE 9. INDEMNITY, INSURANCE, AND PERFORMANCE BOND**

### **9.1 INDEMNIFICATION**

Contractor shall indemnify, defend and hold harmless City, its officers, employees and agents, from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit, expense and cost (including, without limitation, costs and fees of litigation, including attorneys' and expert witness fees) of any and every kind and description, whether judicial, quasi-judicial or administrative in nature, including, but not limited to, injury to and death of any Person and damage to property or for contribution or indemnity claimed by third parties (collectively, the "Claims"), arising out of, in connection with, or occasioned in any way by, directly or indirectly, Contractor's performance of, or its failure to perform, its obligations under this Agreement. Upon the occurrence of any Claim, Contractor, at Contractor's sole cost and expense, shall defend (with attorneys reasonably acceptable to City) City, its officers, employees, and agents. Contractor's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement.

- A. **City Negligence.** The foregoing indemnity shall not apply to the extent that the Claim is caused solely by the negligence or intentional misconduct of City, its officers, employees or agents, but shall apply if the Claim is caused by the joint negligence of Contractor and other Persons.

2464 B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire  
2465 Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or  
2466 Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

2467 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of  
2468 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take  
2469 all investigatory and/or remedial action reasonably required for the remediation of such  
2470 environmental Contamination. Prior to undertaking any investigatory or remedial action,  
2471 however, Contractor shall first obtain City's approval following the notice procedures defined in  
2472 Section 12.10 of any proposed investigatory or remedial action. Should Contractor fail at any time  
2473 to promptly take such action, City may undertake such action at Contractor's sole cost and  
2474 expense, and Contractor shall reimburse City for all such expenses within thirty (30) calendar days  
2475 of being billed for those expenses, and any amount not paid within that thirty (30) calendar day  
2476 period shall thereafter be deemed delinquent. These obligations are in addition to any defense  
2477 and indemnity obligations that Contractor may have under this Agreement. The provisions of this  
2478 Section shall survive the termination or expiration of this Agreement.

2479 Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any  
2480 claims arising from the Disposal of Solid Waste at the Disposal Facility, including, but not limited  
2481 to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act  
2482 (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

2483 C. **Environmental Indemnity.** Contractor shall defend, indemnify, and hold City harmless against and  
2484 from any and all Claims attributable to the negligence or willful misconduct of Contractor in  
2485 handling Excluded Waste.

2486 D. **Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify  
2487 herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939,  
2488 AB 341, AB 1826, and/or SB 1383 are not met by the Contractor with respect to the waste stream  
2489 Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its  
2490 obligations under this Agreement; or (ii) due to Contractor delays in providing information that  
2491 prevents Contractor or City from submitting reports to regulators in a timely manner.

2492 Notwithstanding any other provision in this Agreement, Contractor's obligations in Subsection C  
2493 shall be subject to the provisions of Section 40059.1 of the Public Resources Code.

2494 E. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of  
2495 Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution  
2496 (commonly known as "Proposition 218"), which impacts the Rates for the Collection services  
2497 established in accordance with this Agreement, Contractor agrees to meet and confer with City  
2498 to discuss the impact of such Change in Law on either Party's ability to perform under this  
2499 Agreement. Any adjustment of Rates is contingent on City's use of such Proposition 218 process  
2500 as deemed necessary or advisable by the City.

2501 If, at any time, the existing Rates or a Rate adjustment determined to be appropriate by both City  
2502 and Contractor to compensate Contractor for increases in costs as described in this Agreement  
2503 cannot be implemented for any reason, Contractor shall be granted the option to negotiate with  
2504 City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot  
2505 be implemented. If City and Contractor are unable to reach agreement about such a reduction in

services, then Contractor may terminate this Agreement upon one hundred eighty days' prior written notice to City, in which case the Contractor and City shall each be entitled to payment of amounts due for contract performance through the date of termination but otherwise will have no further obligation to one another pursuant to this Agreement after the date of such termination. Should a court of competent jurisdiction determine that the City cannot charge and/or increase charges to Contractor or Customers for, or that Contractor cannot charge and/or increase its Rates for charges related to, any amount of Franchise Fees and/or other governmental fees and charges, the City or Contractor shall reduce the Rates it charges Customers by a corresponding amount and Contractor shall be relieved from paying any such fees that are payable to City, provided the amount of said Franchise Fees, other governmental fees and/or charges disallowed by the court were determined not to be lawful or related to the cost of providing service hereunder and had been incorporated in the Rates charged by the City or Contractor to Customers.

Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

This provision (i.e., Section 9.1) will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by City to contribution or indemnity from third parties.

## **9.2 INSURANCE**

A. **Types and Amounts of Coverage.** At Contractor's sole cost and expense, Contractor will procure and maintain in force at all times during the Term the following types and amounts of insurance.

1. **Workers' Compensation and Employer's Liability.** Contractor will maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor will maintain Employer's Liability insurance in an amount not less than \$1 million per accident or disease.
2. **Public Liability.** Contractor will maintain comprehensive general liability insurance with a combined single limit of not less than \$5 million per occurrence and \$10 million aggregate covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by Contractor's performance of, or its failure to perform, services under this Agreement. Contractor will report to City the occurrence of any personal injury to third parties within 8 Working Hours thereof, and any property damages in the next monthly report submitted in accordance with Section 6.2.
3. **Auto Liability.** Contractor will maintain automobile liability insurance with a combined single limit of not less than \$5 million per accident for bodily injury and property damage (include coverage for Hired and Non-owned vehicles).
4. **Pollution Liability.** Contractor will maintain pollution liability insurance with a combined single limit of not less than \$2 million per event.



2545 5. Cyber Liability. Contractor will maintain cyber liability insurance with a combined single limit  
2546 of not less than \$1 million per event. Contractor's cyber policy must include language related  
2547 to Contractor data breach. Contractor shall verify by providing City Contract Manager a copy  
2548 of the Declarations Page for the policy for City review prior to the Commencement Date.

2549 The insurance required by this subsection includes:

- 2550 a. Premises Operations;
- 2551 b. Independent Contractor's Protective;
- 2552 c. Products and Completed Operations;
- 2553 d. Personal Injury Liability with Employment Exclusion deleted;
- 2554 e. Broad Form Blanket Contractual, including Contractor's Obligation under Section 9.1;
- 2555 f. Automobile Liability that includes Owned, Non-Owned, and Hired Motor Vehicles;
- 2556 g. Broad Form Property Damage, including Completed Operations.

2557 6. Physical Damage. Contractor will maintain comprehensive (fire, theft and collision) physical  
2558 damage insurance covering the vehicles and equipment used in providing service to City  
2559 under this Agreement, with a deductible or self-insured retention not greater than \$1,000.

2560 The insurance policies required by this Section must be issued by an insurance company or  
2561 companies authorized to do business in the State of California with a rating in the most recent  
2562 edition of Best's Insurance Reports of size category XV or larger and a rating classification of A or  
2563 better, except that Workers' Compensation insurance must be provided by a carrier with a size  
2564 category of VIII or larger.

2565 **B. Required Endorsements**

2566 1. The Workers' Compensation policy must contain an endorsement in substantially the  
2567 following form:

2568 "Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event of  
2569 cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent  
2570 to:

2571 City Contract Manager  
2572 City of Sunnyvale  
2573 456 W. Olive Avenue  
2574 Sunnyvale, CA 94086"

2575 2. The Public Liability policy must contain endorsements in substantially the following form:

2576 a. "Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event  
2577 of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall  
2578 be sent to:

2579 City Contract Manager  
2580 City of Sunnyvale  
2581 456 W. Olive Avenue  
2582 Sunnyvale, CA 94086"

2583 b. "The City of Sunnyvale, its officers, employees, agents and volunteers are named  
2584 additional insureds on this policy."

2585 c. "This policy shall be considered primary insurance as respects any other valid and  
2586 collectible insurance maintained by the City of Sunnyvale, including any self-insured  
2587 retention or program of self-insurance, and any other such insurance shall be  
2588 considered excess insurance only."

2589 d. "Inclusion of the City of Sunnyvale as an insured shall not affect the City's rights as  
2590 respects any claim, demand, suit or judgment brought or recovered against Contractor.  
2591 This policy shall protect Contractor and the City in the same manner as though a  
2592 separate policy had been issued to each, but this shall not operate to increase the  
2593 insurance company's liability as set forth in the policy beyond the amount shown or to  
2594 which the insurance company would have been liable if only one Party had been named  
2595 as an insured."

2596 C. **Delivery of Proof of Coverage.** Contractor will furnish the City with certificates of insurance and  
2597 additional insured endorsements for all insurance coverage required hereunder, in form and  
2598 substance satisfactory to City. Certificates must show the type and amount of coverage, effective  
2599 dates and dates of expiration of policies and have all required endorsements. If City requests,  
2600 Contractor will promptly deliver to City Contract Manager copies of each policy, together with all  
2601 endorsements.

2602 Contractor will furnish, in a manner approved by the City's Risk Manager renewal certificates of  
2603 insurance and additional insured endorsements periodically and at least annually to the City's  
2604 Contract Manager to demonstrate maintenance of the required coverage throughout the Term.

2605 D. **Other Insurance Requirements**

2606 1. If Contractor delegates any services to a Subcontractor that is an Affiliate, Contractor shall  
2607 require and verify that each such Subcontractor purchases and maintains coverage for  
2608 indemnity and insurance requirements as least as broad as specific in this Agreement to the  
2609 extent they apply to the scope of the Subcontractor's work, including the same Certificate of  
2610 Insurance requirements naming as additional insureds all Parties to this Agreement.  
2611 Contractor shall include the following language in their agreement with Subcontractors that  
2612 are Affiliates: "Subcontractors hired by Contractor agree to be bound to Contractor and City  
2613 in the same manner and to the same extent as Contractor is bound to City under the Franchise  
2614 Agreement and provide a valid certificate of insurance and the required endorsements  
2615 included in the agreement as proof of compliance prior to commencement of any work and  
2616 to include this same requirement for any subcontractors they hire for this work. A copy of

2617 the Owner Contract Document Indemnity and insurance provisions will be furnished to the  
2618 Subcontractor upon request." Contractor shall provide proof of such Compliance and  
2619 verification to the City's Contract Manager or Risk Manager upon request.

2620 2. Contractor will comply with all requirements of the insurers issuing policies. Carrying  
2621 insurance does not relieve Contractor from any obligation under this Agreement. If any claim  
2622 is made by any third person against Contractor or any Subcontractor on account of any  
2623 occurrence, related to this Agreement, Contractor will promptly report the facts in writing to  
2624 the insurance carrier and to City's Risk Manager.

2625 If Contractor fails to procure and maintain any insurance required by this Agreement, City  
2626 may take out and maintain, at Contractor's expense, such insurance as it may deem proper  
2627 and deduct the cost thereof from any monies due Contractor.

2628 The Public Liability insurance required by Section 9.2.A.2 must be written on an "occurrence,"  
2629 rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable,  
2630 Contractor must arrange for "tail coverage" to protect City from claims filed after the  
2631 expiration or termination of this Agreement relating to incidents that occurred prior to such  
2632 expiration or termination.

### 2633 **9.3 PERFORMANCE BOND**

2634 Within seven (7) calendar days of the City's notification to Contractor that the City has executed this  
2635 Agreement, Contractor shall file with the City Contract Manager a bond, payable to the City, securing the  
2636 Contractor's performance of its obligations under this Agreement and such bond shall be renewed  
2637 annually if necessary so that the performance bond is maintained at all times during the Term. The  
2638 principal sum of the bond shall be \$3,000,000 and shall be annually adjusted by the CPI as provided in  
2639 Exhibit E. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the  
2640 State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide,  
2641 and that has a record of service and financial condition satisfactory to the City. The bond shall be in the  
2642 form attached as Exhibit M.

2643 In lieu of a performance bond, City and Contractor may agree that Contractor will provide for the issuance  
2644 of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by City in its sole  
2645 discretion (the "Bank") for the benefit of City. Under the Letter of Credit, City may draw, in one or more  
2646 drawings, an aggregate amount up to \$2 million (the "Stated Amount") upon the occurrence of (1) an  
2647 Event of Default defined in Section 10.1, (2) Contractor's failure to timely pay any moneys due City, (3)  
2648 Contractor's inability to regularly pay its bills as they become due, or (4) Contractor's failure to timely pay  
2649 any Approved Facility for Recyclable Materials or Organics Processing or Disposal services if or as provided  
2650 under this Agreement, as evidenced to the satisfaction of City. City and Contractor may agree that  
2651 Contractor will increase the aggregate amount of the Letter of Credit in conjunction with determination  
2652 of Contractor's Payment in accordance with Section 8.3. Any incremental costs or savings incurred by  
2653 Contractor to secure the increased aggregate amount will be included in the calculation of Contractor's  
2654 Payment for the next Rate year. The expiration date of the Letter of Credit must be no less than the Term  
2655 of this Agreement provided in Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not  
2656 be terminated, modified or not renewed except after prior written notice by certified mail, return receipt  
2657 requested, to City 60 days in advance or termination or failure to renew. The Letter of Credit may expire  
2658 on the date on which the Bank receives a certificate from City saying that the Term has expired or this  
2659 Agreement has been terminated and Contractor owes City no money under this Agreement or that



Contractor has substituted an alternative letter of credit or other security document acceptable to City in City's sole discretion. The form of the Letter of Credit, including the procedures for and place of demand for payment and drawing certificate attached thereto, is subject to approval of City in its sole discretion, following the notice procedures defined in Section 12.10. The Letter of Credit must be transferable to any successor or assignee of City.

## ARTICLE 10. DEFAULT AND REMEDIES

### 10.1 EVENTS OF DEFAULT

All provisions of the Agreement are considered material. Each of the following shall constitute an event of default.

- A. **Fraud or Deceit.** Contractor practices, or attempts to practice, any fraud or deceit upon the City.
- B. **Insolvency or Bankruptcy.** Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon entry of an order for relief in favor of Contractor in a bankruptcy proceeding.
- C. **Failure to Maintain Coverage.** Contractor fails to provide or maintain in full force and affect the Workers' Compensation, general liability, cyber liability, auto liability, and pollution liability or indemnification coverage as required by this Agreement.
- D. **Violations of Regulation.** Contractor violates any orders or filings of any regulatory body having authority over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred.
- E. **Violations of Applicable Law.** Contractor has been found to be in violation of Applicable Law (other than criminal law) relative to this Agreement, provided that Contractor may contest any such allegation or finding by appropriate proceedings conducted in good faith, in which case no breach or default of this Agreement shall be deemed to have occurred until the conclusion of such proceedings.
- F. **Failure to Perform Direct Services.** Contractor ceases to provide Collection or Transportation services as required under this Agreement for a period of two (2) consecutive calendar days or more, for any reason within the control of Contractor.
- G. **Failure to Pay or Report.** Contractor fails to make any payments to City required under this Agreement including payment of City Fees or Liquidated Damages and/or refuses to provide City with required information, reports, and/or records in a timely manner as provided for in the Agreement.
- H. **Acts or Omissions.** Any other act or omission by Contractor which violates the terms, conditions, or requirements of this Agreement, or Applicable Law and which is not corrected or remedied within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

- 2698 I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City  
2699 by Contractor in connection with or as an inducement to entering into this Agreement, or any  
2700 future amendment to this Agreement, which proves to be false or misleading in any material  
2701 respect as of the time such representation or disclosure is made, whether or not any such  
2702 representation or disclosure appears as part of this Agreement; and any Contractor-provided  
2703 report containing a misstatement, misrepresentation, data manipulation, or an omission of fact  
2704 or content explicitly defined by the Agreement, excepting non-numerical typographical and  
2705 grammatical errors.
- 2706 J. **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's  
2707 operating equipment, including, without limitation, its equipment, maintenance or office  
2708 facilities, Approved Facility(ies), or any part thereof.
- 2709 K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction  
2710 of business by Contractor related to this Agreement, including, without limitation, due to labor  
2711 unrest, including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job  
2712 action lasting more than two (2) calendar days.
- 2713 L. **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of Criminal  
2714 Activity related directly or indirectly to performance of this Agreement or any other agreement  
2715 held with the City.
- 2716 M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the  
2717 express written approval of the City pursuant to Section 12.6, and following the notice procedures  
2718 defined in Section 12.10.
- 2719 N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a  
2720 proposal for new services or changes to services or fails to implement a change in service as  
2721 requested by the City as specified in Section 3.5.
- 2722 O. **Failure to Complete Implementation Plan.** Contractor fails to complete the tasks identified in  
2723 Contractor's Implementation Plan as specified in Exhibit G4.
- 2724 P. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under  
2725 this Agreement.

2726 City shall provide Contractor written notice of default within seven (7) calendar days of the City's first  
2727 knowledge of the Contractor's default.

## 2728 **10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT**

2729 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2730 which, in the City Contract Manager's sole opinion, creates a potential public health and safety threat.

2731 Contractor shall be given ten (10) Business Days from written notification by City to cure any default  
2732 arising under subsections C, E, F, I, J, and K in Section 10.1 provided, however, that the City shall not be  
2733 obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the  
2734 same or similar breach/default within a twenty-four (24) month period.

Contractor shall be given thirty (30) calendar days from written notification by City to cure any other default (which is not required to be cured within ten (10) Business Days); provided, however, that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

### **10.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT**

Upon Contractor's default, City has the following remedies:

A. **Waiver of Default.** City may waive any event of default or may waive Contractor's requirement to cure a default event if City determines that such waiver would be in the best interest of the City. City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. **Suspension of Contractor's Obligation.** City may suspend Contractor's performance of its obligations if Contractor fails to cure default in the time frame specified in Section 10.2 until such time the Contractor can provide assurance of performance in accordance with Section 10.8.

C. **Liquidated Damages.** City may assess Liquidated Damages for Contractor's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit F.

D. **Termination.** In the event that Contractor should default, and subject to the right of the Contractor to cure, in the performance of any provisions of this Agreement, and the default is not cured for any default within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 10.1.C., E, F, I, J, or K, or otherwise thirty (30) calendar days, after receipt of written notice of default from the City, then the City may terminate this Agreement without the need for any hearing, suit or legal action. In the event City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. This right of termination is in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement.

Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

### **10.4 POSSESSION OF RECORDS UPON TERMINATION**

In the event of termination for an event of default, the Contractor shall furnish City Contract Manager with immediate access to all of its business records, including, without limitation, proprietary Contractor computer systems, related to its Customers, Collection routes, and billing of accounts for Collection services.

### **10.5 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE**

City's rights to terminate the Agreement under Section 10.2 and to take possession of the Contractor's records under Section 10.4 are not exclusive, and City's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which City may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service; the lead time required to effect alternative service; and, the rights granted by City to the Contractor, the remedy of damages for a breach hereof by Contractor is inadequate and City shall be entitled to injunctive relief (including but not limited to specific performance).

## **10.6 PERFORMANCE STANDARDS AND LIQUIDATED DAMAGES**

**A. General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

**B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Collection services are of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such non-performance as an event of default under this Section, the Parties agree that the Liquidated Damages amounts established in Exhibit F of this Agreement and the Liquidated Damage amounts therein represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Contractor agrees to pay (as Liquidated Damages and not as a penalty) the amounts set forth in the Performance Standards and Liquidated Damages, Exhibit F.

Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. City may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. Contractor may, within ten (10) Business Days after receipt of notice, request a meeting with City. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. City Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of

Liquidated Damages under this Section 10.6. Should such notice of City intention to assess Liquidated Damages exceed \$30,000 in total, Contractor may within ten (10) Working Days of receipt of such notice request the opportunity to meet with the Director of Environmental Services to respond to the intended assessment. If Contractor has made such request within the required timeframe, the intended assessment of Liquidated Damages will not be imposed on Contractor until Contractor has been afforded the opportunity to respond to the intended assessment. In such case, the decision of the Director of Environmental Services shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. If the Director of Environmental Services is acting as the City Contract Manager, the City Manager or their designee shall designate an alternative City representative to meet with Contractor. Should Contractor not exercise its right to respond to the assessment as described in this paragraph, and in all other cases, the decision of City Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. The City Contract Manager shall provide Contractor with a written explanation of his or her determination on each incident prior to authorizing City's Finance Department to deduct Liquidated Damages from payments subsequently due to Contractor.

- C. **Amount.** City may assess Liquidated Damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement in the amounts specified in Exhibit F subject to annual adjustment described below.

## **10.7 EXCUSE FROM PERFORMANCE**

Notwithstanding any other provision in this Agreement, each Party shall be excused from performing its respective obligations hereunder and from any obligation to pay Liquidated Damages if it is prevented from so performing by reason of floods, earthquakes, other acts of nature, governmental actions (including judicial action) or inactions, laws or regulations, including, without limitation, restrictions, directives or orders, epidemics or pandemics that actually negatively impact Contractor's ability to provide services, war, civil insurrection, riots, and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder (each a "Force Majeure Event"). In the case of labor unrest or job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to: (i) provide reasonable assurance of the safety of Contractor's employees while providing such services, or (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations. Further, in the event of labor unrest, including, but not limited to, strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by the Contractor's employees or directed at the Contractor, or a subsidiary, the Contractor shall not be excused from performance. In such case, Contractor shall continue to provide a reasonably satisfactory level of performance during the pendency thereof, but the Contractor shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, Collection times or similar matters; provided, however, that in no event shall more than seven (7) calendar days elapse between pickups for Residential and Commercial Customers. Any labor action initiated by Contractor, including, but not limited to, a lock-out, shall not be grounds for any excuse from performance and Contractor shall perform all obligations under this Agreement during the pendency of such Contractor-initiated labor action.



The Party claiming excuse from performance shall, within two (2) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one (1) or more Force Majeure Events shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) calendar days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) Business Days' notice to Contractor and provided Contractor does not resume performance of its obligations hereunder within such ten (10) Business Days, in which case the provisions of Section 10.4 shall apply.

## **10.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE**

The Parties acknowledge that it is of the utmost importance to City and the health and safety of all those members of the public residing or doing business within City who will be adversely affected by interrupted waste management service, that there be no material interruption in services provided under this Agreement.

If Contractor: (i) is the subject of any labor unrest, including work stoppage or slowdown, sick-out, picketing or other concerted job action; (ii) appears in the reasonable judgment of City to be unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and City believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, City may, at its sole option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 10.1.

## **10.9 DISPUTE RESOLUTION**

In the event of dispute between the City Contract Manager and the Contractor regarding the interpretation of or the performance of services under this Agreement that results in a material impact to the Contractor's revenue and/or cost of operations, as defined in Section 5.9, the provisions of this Section 10.9 shall apply.

A. **Meet and Confer.** The City and Contractor agree that they promptly will meet and confer to attempt to resolve the matter between themselves.

B. **Mediation.** In the event that disputes which arise under this Agreement cannot be resolved satisfactorily between the Parties in accordance with Section 10.9.A, the City and Contractor agree that such disputes shall be submitted to mandatory, non-binding mediation by a mutually agreed upon independent third party.

C. **Period of Time.** Insofar as allowed by Applicable Law, the period of time otherwise applicable for filing claims against the City under Applicable Law shall be tolled during the period of time for which meet and confer or mediation procedures are pending, in accordance with Sections 10.9.A and 10.9.B.

D. **Litigation.** Litigation may be commenced only after all reasonable efforts to resolve the dispute(s) pursuant to Sections 10.9.A, 10.9.B, and 10.9.C have failed and any necessary claim(s) have been denied.

## **ARTICLE 11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

The Parties, by acceptance of this Agreement, represents and warrants the conditions presented in this Article.

### **11.1 CONTRACTOR'S CORPORATE STATUS**

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **11.2 CONTRACTOR'S CORPORATE AUTHORIZATION**

Contractor has the authority to enter into, and to perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

### **11.3 AGREEMENT WILL NOT CAUSE BREACH**

To the best of Contractor's and City's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by such Party of its respective obligations hereunder does not conflict with, violate, or result in a breach: (i) of any Applicable Law; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or City is a Party or by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

### **11.4 NO LITIGATION**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against either Party wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

A. Materially adversely affect the performance by such Party of its obligations hereunder;

B. Adversely affect the validity or enforceability of this Agreement; or

- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

#### **11.5 NO ADVERSE JUDICIAL DECISIONS**

To the best of Contractor's and City's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

#### **11.6 NO LEGAL PROHIBITION**

To the best of each Party's knowledge, after reasonable investigation, there is no Applicable Law in effect on the date that Party signed this Agreement that would prohibit the performance of that Party's obligations under this Agreement and the transactions contemplated hereby.

#### **11.7 CONTRACTOR'S ABILITY TO PERFORM**

Contractor possesses the business, professional, and technical expertise to perform all services, obligations, and duties as described in and required by this Agreement, including all Exhibits thereto. Contractor possesses the ability to secure equipment, facility, and employee resources required to perform its obligations under this Agreement.

### **ARTICLE 12. OTHER AGREEMENTS OF THE PARTIES**

#### **12.1 RELATIONSHIP OF PARTIES**

The Parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by City and neither as an officer nor employee of City, nor as a partner or agent of, or joint venturer with, City. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of City. Contractor shall have the exclusive control over the manner and means of performing services under this Agreement, except as expressly provided herein. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents. Neither Contractor nor its officers, employees, Subcontractors, and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

#### **12.2 COMPLIANCE WITH LAW**

- A. Contractor shall at all times, at its sole cost, comply with all Applicable Laws.
- B. If Contractor is determined, in a final decision by the National Labor Relations Board or a court, to have engaged in unfair labor practices in violation of the National Labor Relations Act, as amended, 29 U.S.C. Section 158, et seq., which have occurred during the Term of this Agreement, City may terminate this Agreement upon 10 days' notice, without the need for any hearing, suit, or legal action.
- C. The enumeration of City's right to terminate in the immediately preceding paragraph is not in derogation of City's right to treat Contractor's Violation of other laws as an event of default under Section 10.1, for purposes of Section 10.2.



**12.3 GOVERNING LAW**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California excluding its conflict of laws provisions.

**12.4 JURISDICTION**

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Santa Clara County in the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Santa Clara County.

**12.5 BINDING ON SUCCESSORS**

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

**12.6 ASSIGNMENT**

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without such consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's local, regional, and/or corporate assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the local, regional, and/or corporate assets stock or ownership of Contractor to a Person (other than a transfer of shares in Contractor by the shareholder of such shares to Contractor, to a trust for the benefit of the shareholder's immediate family, to members of the shareholder's immediate family, or to another shareholder of shares in Contractor) except that no cumulative sale, exchange, or transfer of shares may exceed twenty (20) percent during the Term of the Agreement (other than a transfer of shares in Contractor by the shareholder of such shares to Contractor, to a trust for the benefit of the shareholder's immediate family, to members of the shareholder's immediate family, or to another shareholder of shares in Contractor); (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a Party which results in a change of ownership or control of ten (10) percent or more of the value or voting rights in the local, regional, and/or corporate stock of Contractor (excluding as the result of changes in ownership or control between a shareholder of shares in Contractor and a trust for the benefit of the shareholder's immediate family, members of the shareholder's immediate family, or another shareholder of shares in Contractor); (iv) divestiture of an Affiliate (e.g., trucking company, materials recovery facility, transfer station, etc.) used by Contractor to fulfill its obligations under this Agreement; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of local, regional, and/or corporate ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. For purposes of this Section, the term "shareholder" shall mean the Person with legal title to shares of the Contractor and "immediate

3013 family" shall mean the parents, children, spouses, and siblings, excluding brothers-in-law and sisters-in-  
3014 law of any shareholder that is a natural person.

3015 Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and  
3016 businesses, and that City has selected Contractor to perform the services specified herein based on: (i)  
3017 Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials,  
3018 and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in  
3019 keeping with applicable waste management laws, regulations, and good waste management practices;  
3020 and (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the  
3021 required equipment and to support its indemnity obligations to City under this Agreement. City has relied  
3022 on each of these factors, among others, in choosing Contractor to perform the services to be rendered by  
3023 Contractor under this Agreement.

3024 If Contractor requests City's consideration of and consent to an assignment, City may deny or approve  
3025 such request in its sole and complete discretion. No request by Contractor for consent to an assignment  
3026 need be considered by City unless and until Contractor has met the following requirements. City may, in  
3027 its sole discretion, waive one (1) or more of these requirements.

3028 A. On the date City approves in writing Contractor's written request for City's consent to an  
3029 assignment, Contractor shall pay City a transfer fee in the amount of one (1) percent of the Gross  
3030 Receipts for the most-recently completed Contract Year.

3031 B. Contractor shall pay City its actual expenses for attorneys, consultants, accountants, staff time,  
3032 and investigation costs necessary to investigate the suitability of any proposed assignee, and to  
3033 review and finalize any documentation required as a condition for approving any such assignment.  
3034 Such payment shall be required regardless of the ultimate determination of the City with regard  
3035 to the approval or denial of the assignment. Upon submittal of Contractor's request for  
3036 assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars  
3037 (\$100,000) for this purpose.

3038 C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's  
3039 operations for the immediately preceding three (3) operating years.

3040 D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten  
3041 (10) years of Recyclable Materials, Organic Materials, and Solid Waste management experience  
3042 on a scale equal to or exceeding the scale of operations conducted by Contractor under this  
3043 Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations  
3044 or other censure from any Federal, State or local contractor having jurisdiction over its waste  
3045 management operations due to any significant failure to comply with State, Federal or local waste  
3046 management laws and that the assignee has provided the City with a complete list of such  
3047 citations and censures; (iii) that the proposed assignee has at all times conducted its operations  
3048 in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its  
3049 operations and management practices in accordance with sound waste management practices in  
3050 full compliance with all Federal, State, and local laws regulating the Collection and Transportation  
3051 of Recyclable Materials, Organic Materials, Construction and Demolition Debris (C&D), and Solid  
3052 Waste including Hazardous Waste; and (v) that any other information required by City  
3053 demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe  
3054 and effective manner.

E. Contractor shall provide the City with any and all additional records or documentation which, in the City Contract Manager's sole determination, would facilitate the review of the proposed assignment.

Under no circumstances shall any proposed assignment be considered by City if Contractor is in default at any time during the period of consideration. If, in City's sole determination, there is any doubt regarding the compliance of Contractor with this Agreement, City may require an audit of Contractor's compliance and the costs of such audit shall be paid by Contractor in advance of the performance of said audit.

## **12.7 NO THIRD PARTY BENEFICIARIES**

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

## **12.8 WAIVER**

The waiver by either Party of any breach or violation of any provisions of this Agreement must be in writing and shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

## **12.9 CONDEMNATION**

Contractor acknowledges that this Agreement implements the grant of a franchise pursuant to Article XVI of the Sunnyvale City Charter and Section 8.16.090 of the Sunnyvale Municipal Code. City fully reserves the rights to acquire Contractor's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain, in accordance with the procedure described in Section 1605 of the City Charter. Contractor agrees that, pursuant to Section 1605 of the City Charter, in fixing the price to be paid, the court must value the property to be acquired at its fair market value, except that no allowance be made for franchise value, good will, going concern, earning power, or increased value of right of way.

## **12.10 APPROVAL AND NOTICE PROCEDURES**

Except as otherwise specified in this Agreement or directed by the City Contract Manager, City approvals may be provided in writing including via email, or verbally followed in writing including via email. Required notices between the Parties may be provided in writing including via email, or verbally followed in writing including via email.

All notices, demands, requests, proposals, approvals requiring written notice as provided in this Section 12.10, consents, and other communications, which this Agreement requires, authorizes or contemplates, shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:

City of Sunnyvale  
Attn: City Manager  
456 West Olive Avenue  
Sunnyvale, California 94086

3094 with a copy to:  
3095  
3096 City Attorney  
3097 City of Sunnyvale  
3098 456 West Olive Avenue  
3099 Sunnyvale, California 94086  
3100

3101 If to Contractor:

3102 Bay Counties Waste. Services, Inc.  
3103 3355 Thomas Road  
3104 Santa Clara, CA 95054  
3105 Attention: President  
3106

3107 with a copy to:  
3108  
3109 David Cohen, Esq.  
3110 Cohen & Ostler  
3111 455 N. Whisman Road, Suite 100  
3112 Mountain View, CA 94043

3113 The address to which communications may be delivered may be changed from time to time by a notice  
3114 given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered  
3115 or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to  
3116 provide email notification to the other Party that notice has been deposited in the mail, however such  
3117 email notification shall not constitute official notice.

## 3118 **12.11 REPRESENTATIVES OF THE PARTIES**

3119 References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken  
3120 by City except as provided below. The City may delegate, in writing, authority to the City Manager and/or  
3121 to other City officials and may permit such officials, in turn, to delegate in writing some or all of such  
3122 authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they  
3123 are within the scope of the authority properly delegated to them.

3124 The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as  
3125 the representative of the Contractor in all matters related to the Agreement and shall inform City in  
3126 writing of such designation and of any limitations upon his or her authority to bind the Contractor. City  
3127 may rely upon action taken by such designated representative as actions of the Contractor unless they  
3128 are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

## 3129 **ARTICLE 13.** 3130 **MISCELLANEOUS AGREEMENTS**

### 3131 **13.1 ENTIRE AGREEMENT**

3132 This Agreement is the entire agreement between the Parties with respect to the subject matter hereof  
3133 and supersedes all prior and contemporaneous oral and written agreements and discussions with respect

to such subject matter. Each Party has cooperated in the drafting and preparation of this Agreement and this Agreement shall not be construed against either Party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the Parties hereto.

### **13.2 SECTION HEADINGS**

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

### **13.3 REFERENCES TO LAWS**

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

### **13.4 AMENDMENTS**

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

### **13.5 SEVERABILITY**

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

### **13.6 COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be considered an original.

### **13.7 PREVAILING WAGES**

The Parties acknowledge that the services provided by Contractor do not constitute a "public work" and are not subject to any of the provisions of the Public Works law, Labor Code Sections 1720-1901, nor of the regulations promulgated thereunder. However, until and unless otherwise directed by City, Contractor will pay its field and shop employees wages and benefits equivalent to the general prevailing rate of wages applicable to the work to be done, as determined by the Director of the California Department of Industrial Relations (the "Department"). Contractor may provide any combination of wages and benefits so long as the hourly cash equivalent of such combination equals the corresponding prevailing wage rate. Future determinations of prevailing wages in relevant job classifications will be obtained from the Department by City and provided to Contractor from time to time.

City may presume that wage rates paid by Contractor in excess of the prevailing wages determined by the Department are unreasonable for purposes of determining Contractor's Payment to the extent of the excess. Contractor may present evidence demonstrating that those wages are reasonable notwithstanding their being in excess of prevailing wage rates.

### **13.8 NON-DISCRIMINATION**

Contractor will not discriminate in the provision of service (including with respect to any City employee working with Contractor) or the employment of Persons engaged in performance of this Agreement (including application for that employment) on the basis of the fact or perception of a Person's race, color,

3171 creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, age,  
3172 weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status).

3173 **13.9 EXHIBITS**

3174 Each of the Exhibits identified as Exhibit "A" through "M" is attached hereto and incorporated herein and  
3175 made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and  
3176 the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between  
3177 Exhibit G1 and any other Exhibit(s), such other Exhibit(s) shall control.

3178 IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Santa Clara County,  
3179 California on the day and year first above written.

"CITY"

**City of Sunnyvale**

A Municipal Corporation

\_\_\_\_\_  
Larry Klein  
Mayor

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
John A. Nagel  
City Attorney

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
David Carnahan  
City Clerk

\_\_\_\_\_  
Date

"CONTRACTOR"

**Bay Counties Waste Services, Inc.**

A California Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Signatory

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Sunnyvale Business License #

\_\_\_\_\_  
Resolution Number 2021-

\_\_\_\_\_  
Approved by City Council

3180

**DRAFT FRANCHISE EXHIBITS**  
**FINAL DRAFT FOR CITY COUNCIL REVIEW**  
**JANUARY 23, 2021**

**EXHIBIT A:**  
**DEFINITIONS**

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## EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

**"AB 1826"** means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

**"AB 341"** means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

**"AB 939"** means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

**"AB 2176"** means the Venue and Event Reduction Act of 2004 (an act to amend Section 42911 of, and to add Chapter 12.7 (commencing with Section 42648) to Part 3 of Division 30 of, the Public Resources Code, relating to Recycling), also commonly referred to as "AB 2176," as amended, supplemented, superseded, and replaced from time to time.

**"Affiliate"** means any Person that is directly or indirectly related to Contractor by virtue of direct or indirect Ownership interest or common management. Any such Person shall be deemed to be "Affiliated with" Contractor and included within the term "Affiliates" as used herein. An Affiliate shall include: (i) a Person in which Contractor has a direct or indirect Ownership interest, (ii) a Person which has a direct or indirect Ownership interest in Contractor and/or (iii) a Person which is also Owned, controlled or managed by any Person which has a direct or indirect Ownership interest in Contractor. For the purposes of this definition, "Ownership" means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date here. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interests of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents.

**"Agreement"** means this Agreement between City and Contractor, including all exhibits, and any future amendments hereto.

**"Applicable Law"** means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, and Processing of Recyclable Materials, Organic Materials, and Solid Waste that are in force on the Effective Date and as may be enacted, issued or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383.

**"Approved Facility(ies)"** means the SMaRT Station, or other facility(ies) as designated by the City.

## EXHIBIT A DEFINITIONS

**"Back-Haul"** means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise specified by Section 18982(a)(66)(A) of the Final Regulations.

**"Bin"** means a Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection vehicle.

**"Bulky Item"** means discarded appliances (including refrigerators and other "white goods"), furniture, tires, carpets, mattresses, E-Waste, bundled and tied Yard Trimmings and/or wood waste, and similar large items which can be handled by two (2) people, weigh no more than two hundred (200) pounds, and require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include abandoned automobiles, large auto parts, trees, Construction and Demolition Debris, or items herein defined as Excluded Waste.

**"Business Days"** mean days during which the City offices are open to do business with the public.

**"Cardboard"** means corrugated fiberboard consisting of a fluted corrugated sheet and one or two flat linerboards, as is often used in the manufacture of shipping containers and corrugated boxes. Cardboard is a subset of Recyclable Materials.

**"Cart"** means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. In general, Carts have a capacity of 35, 64 or 96 gallons (or similar volumes). Exhibit B contains additional detail regarding Cart sizes that are available for specific services. "Cart" is inclusive of Split Carts.

**"Change in Law"** means any of the following events or conditions that has a material and adverse effect on the performance by either Party of its obligations under this Agreement (except for payment obligations):

- A. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation, of any Applicable Law on or after the Effective Date; or
- B. The order or judgment of any Federal, State, County, or local governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of City or of Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

**"City"** means City of Sunnyvale, a municipal corporation, and all of the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the Term. For purposes of the areas to be served by Contractor under this Agreement, "City" also includes unincorporated areas completely surrounded by the City of Sunnyvale, all of which are now provided Solid Waste collection services by Contractor under this Agreement.

## EXHIBIT A DEFINITIONS

**“City Contract Manager”** means the Environmental Services Department’s Solid Waste Division Manager, or other designee of the Environmental Services Director, who is responsible for the administrative management of this Agreement.

**“City Fees”** means all fees payable to the City, identified and referenced in Article 7 of this Agreement, including, without limitation, Franchise Fees.

**“Collect or Collection (or any variation thereof)”** means the act of collecting Recyclable Materials, Organic Materials, Solid Waste, Bulky Items, and other material at the place of generation in City.

**“Commencement Date”** means the date specified in Section 2.1 when Collection, Transportation, and Processing services required by this Agreement shall be provided.

**“Commercial”** shall mean of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

**“Compactor”** means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors may include up to three (3) cubic yard Bin Compactors serviced by front-end loader Collection vehicles, and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection vehicles subject to maximum vehicle weight limitations under Applicable Law.

**“Complaint”** shall mean each written or orally communicated statement made by any Person, whether to City or Contractor, alleging: (1) non-performance, or deficiencies in Contractor’s performance, of its duties under this Agreement; or, (2) a violation by Contractor of this Agreement.

**“Composting or Compost (or any variation thereof)”** includes a controlled biological decomposition of Organic Materials yielding a safe and nuisance free Compost product.

**“Construction and Demolition Debris (C&D)”** includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair, or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. Construction and Demolition Debris includes rocks, soils, tree remains and other Yard Trimmings which results from land clearing or land development operations in preparation for construction.

**“C&D Collection Site(s)”** means properties where construction and demolition work is performed as evidenced by City issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated Municipal Code.

**“Container(s)”** mean Bins, Carts, Compactors, Drop Boxes (or Debris Bins or Debris Dumpster), Split Containers, and Public Litter Containers.

**“Contamination”** means the following: (i) Discarded Materials placed in a Recyclable Materials Container that are not identified as Recyclable Materials; (ii) Discarded Materials placed in the Organic Materials

## EXHIBIT A DEFINITIONS

Container that are not identified as Organic Materials; (iii) Discarded Materials placed in the Solid Waste Container that are identified as Recyclable Materials and/or Organic Materials, which are to be separately Collected; and/or (iv) Excluded Waste placed in any Container.

**"Contamination Fee"** means a City-approved Customer fee charged by City or Contractor for Contamination of Containers as provided in Section 4.12.2.H.

**"Contract Year"** means the consecutive Fiscal Years of the Term from Contract Year One (1) from July 1, 2021 through June 30, 2022 through Contract Year Ten (10) from July 1, 2030 through June 30, 2031, or if an extension is awarded, through Contract Year Fifteen (15) from July 1, 2035 through June 30, 2036. **Finalize based on Council term decision.**

**"Contractor"** means Bay Counties Waste Services, Inc., organized and operating under the laws of the State and its officers, directors, employees, agents, companies, related-parties, Affiliates, subsidiaries, and Subcontractors.

**"Contractor's Compensation"** means Contractor's Payment and any other monetary compensation received by Contractor in return for providing services in accordance with this Agreement as described in Article 8 and is the full, entire and complete compensation due to Contractor from City for furnishing all labor, equipment, materials, and supplies and other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

**"Contractor's Payment"** means the annual payment to Contractor as determined in accordance with Article 8 and Exhibit E.

**"Contractor's Proposal"** means the proposal submitted to City by Contractor for provision of Recyclable Materials, Organic Materials, and Solid Waste Collection and Processing services and certain supplemental written materials, which are included as Exhibit G to this Agreement and are incorporated by reference.

**"Courtesy Collection"** means events wherein the Contractor Collects Discarded Materials which have been improperly placed for Collection, leaves a Courtesy Notice, and does not charge the City-approved Rate associated with the improper set-out. Courtesy Collections are provided up to once per year per Customer.

**"Courtesy Notice"** means a form developed by Contractor and approved by City Contract Manager, and provided at Contractor's cost at least 2" by 6" in size, on which Contractor has provided Contractor's phone number and indicated the ways in which a Customer has failed to comply with proper Discarded Materials set-out procedures, giving reference to the law, or ordinance, or section of this Agreement which has been violated, which is left by Contractor at a Customer's Premises to indicate that their improperly set-out Discarded Materials were Collected as a courtesy (defined above as a Courtesy Collection), but may be subject to non-Collection in the future.

**"Criminal Activity"** means any of the following events or circumstances:

1. **Convictions.** The approval of a plea of nolo contendere or the entry against Contractor or any of its employees of a criminal conviction, or a permanent mandatory or prohibitory injunction from a court, municipality or regulatory agency of competent jurisdiction, based, in the case of

## EXHIBIT A DEFINITIONS

Contractor's employees, on acts taken in his or her official capacity on behalf of Contractor, with respect to:

- a. Fraud or criminal offense in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement or
- b. Bribery or attempting to bribe a public officer or employee of a local, State, or Federal agency; or
- c. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony; or
- d. Unlawful disposal of Hazardous Waste or Designated Waste the occurrence of which any of Contractor Party knew or should have known; or
- e. Violation of antitrust laws, including laws relating to price-fixing, bid-rigging and sales and market allocation, and of unfair and anti-competitive trade practice laws, including with respect to inflation of Solid Waste Collection, Transportation, Processing fees, or Disposal Fees; or
- f. Violation of securities laws; or
- g. Felonies or misdemeanors involving moral turpitude.

**"Curb or Curbside** (or any variation t hereof)" means the cornered edging between the street and sidewalk. Curb or Curbside also means and describes the location of a Collection Container for pick-up, where such Container is placed on the street or alley against the face of the Curb, or where no Curb exists, the Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

**"Customer"** means the Person whom the City bills and collects payment from or to whom Contractor submits its billing invoice to and collects payment from, for Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises.

**"Customer Type"** means the Customer's sector category including, but not limited to, Single-Family, Multi-Family, Commercial, Drop Box, and City.

**"Delivery"** of Solid Waste by a Waste Generator is deemed to occur when Solid Waste is deposited in a receptacle or at a location that is designated for Collection pursuant to City's Municipal Code, or is otherwise discarded.

**"Designated Waste"** means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal sites or Class III Disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

**"Discarded Materials"** means Recyclable Materials, Organic Materials, Solid Waste and Construction and Demolition Debris (C&D) placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

## EXHIBIT A DEFINITIONS

**“Disposal or Dispose** (or any variation thereof)” means the final disposition of Solid Waste or Processing Residue at a Disposal Facility.

**“Disposal Facility”** means a landfill or other facility for ultimate Disposal of Solid Waste.

**“Divert or Diversion (or any variation thereof)”** means to prevent Discarded Materials from Disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods), through Source Reduction, reuse, Recycling, Composting, anaerobic digestion or other method of Processing, in accordance with the provisions of AB 939. Diversion is a broad concept that is to be inclusive of material handling and Processing changes that may occur over the Term, including, but not limited to, changes in standard industry practice or implementation of innovative (but not necessarily fully proven) techniques or technology that reduce Disposal risk, decrease costs and/or are for other reasons deemed desirable by the City.

**“Downtown Area”** means the geographic area described in Exhibit L.

**“Drop Box”, or “Debris Bin” or “Debris Dumpster”** means an open-top Container with a capacity of seven (7) to forty (40) cubic yards that is serviced by a roll-off Collection vehicle.

**“Dual Stream (or Dual-Stream)”** means a Collection method in which the Generators are instructed to keep two like materials separate (such as Recyclable fiber and containers, or keep two different materials separate (such as Food Scraps and Solid Waste) for placement in two sections of a Split Container. Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream. “Dual Stream” also refers separately and collectively to City’s FoodCycle program (separate Collection of Food Scraps and Solid Waste) and Recyclable Materials Collection program (separate Collection of fiber and containers).

**“Dwelling Unit”** means any individual living unit in a; Single-Family dwelling (SFD) or Multi-Family dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, Residential living other than a Hotel or Motel.

**“Edible Food”** means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in Section 18982(a)(18) of the Final Regulations for Edible Food differs from this definition, the definition in said 18982(a)(18) shall apply to this Agreement.

**“Effective Date”** means the date on which the latter of the two Parties signs this Agreement.

**“Excluded Waste”** means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, infectious, biohazardous, radioactive, sewage, restaurant grease and tallow and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State, or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after



## EXHIBIT A DEFINITIONS

implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include Used Motor Oil, Used Oil Filters, cooking oil, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

**“Extra Garbage Tags”** are tags approved by City Contract Manager and provided by the Contractor which may be purchased by Residents and affixed to a bag provided by Residents for the Collection of Solid Waste overages.

**“E-Waste”** means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste or include Hazardous Substances and thus require special handling, Processing, or Disposal.

**“Federal”** means belonging to or pertaining to the Federal government of the United States.

**“Final Regulations”** means the regulations under SB 1383 issued in November 2020.

**“Fiscal Year”** means July 1 through June 30.

**“Food Recovery Organization”** means an entity that primarily engages in the Collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for food recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in Section 18982(a)(25) of the Final Regulations for Food Recovery Organization differs from this definition, the definition in said Section 18982(a)(25) shall apply to this Agreement.

**“Food Recovery Service”** means a Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in Section 18982(a)(26) of the Final Regulations.

**“Food Scraps”** means those Discarded Materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and (v) vegetable trimmings, houseplant trimmings and other Compostable organic waste common to the occupancy of Residential dwellings. Food Scraps are a subset of Organic Materials.

## EXHIBIT A DEFINITIONS

**“FoodCycle Collection”** means a Dual Stream form of Collection method in which Customers are instructed to keep Food Scraps and Solid Waste separate from each other for placement in two separate sections of a Split Container, and in which the Contractor maintains the separation of the two streams during Collection and Delivery to the Approved Facility for separate Processing of each stream.

**“Franchise Fee”** means the fee paid by Contractor to the City as described in Section 7.1.

**“Generator”** means any Person whose act first causes Discarded Materials to become subject to regulation under Federal, State, or local regulation.

**“Gross Receipts”** shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions.

**“Hauler Route”** means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, or as otherwise defined in Section 18982(a)(31.5) of the Final Regulations.

**“Hazardous Substance”** means any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "hazardous materials", "Hazardous Wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to: (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC Section 9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC Section 1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; (iv) the Clean Water Act, 33 USC Section 1251 et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7901 et seq.; and, (vii) California Water Code Section 13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl's (PCBs), petroleum, natural gas, and synthetic fuel products, and by-products.

**“Hazardous Waste”** means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in Health and Safety Code Section 25110.02, 25115, and 25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

**“Holidays”** are defined as New Year’s Day, Thanksgiving Day, and Christmas Day.

**“Household Hazardous Waste”** or **“HHW”** means Hazardous Waste generated at Residential Premises within the City. HHW includes: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Used Motor Oil, Used Oil Filter, batteries, household batteries, fluorescent bulbs , tubes, cleaners and sprays, personal care products, pesticides, fertilizers and other garden products, needles, syringes, and lancets.



## EXHIBIT A DEFINITIONS

**“Infectious Waste”** means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

**“In-Home Recycling Container”** refers to a small, easily portable tote bag with a capacity of at least three (3) gallons to be included by Contractor in the Multi-Family Move-in Kit to facilitate convenient accumulation of Recyclable Materials within a Multi-Family Dwelling Unit.

**“Large Event”** means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public.

**“Large Venue”** means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of Chapter 12 of the Final Regulations and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of Chapter 12 of the Final Regulations and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in Section 18982(a)(39) of the Final Regulations differs from this definition, the definition in said Section 18982(a)(39) shall apply to this Agreement.

**“Liquidated Damages” or “LD”, or variation thereof** means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 10.6 and Exhibit F.

**“Mixed-Use Premise”** means a building or complex of buildings containing Dwelling Units and non-Residential entities such as businesses.

**“Move-in Kit”** refers to a pre-prepared and standardized collection of useful items to be given by property managers or Owners of Multi-Family Premises to new Multi-Family tenants upon move-in to a Multi-Family Dwelling Unit. At a minimum, Move-in Kits shall include a Multi-Family Recycling guide, an In-Home Recycling Container, and stickers that clearly define the accepted and prohibited materials in the Recycling program.

**“Multi-Family”** means any Residential Premises, other than a Single-Family Premises, with four (4) or more dwelling units used for Residential purposes (regardless of whether residence therein is temporary or permanent), including such Premises when combined in the same building with Commercial establishments, that receive centralized, shared, Collection service for all units on the Premises which are billed to one (1) Customer at one (1) address. Customers residing in Townhouses, mobile homes, condominiums, or other structures with four (4) or more dwelling units who receive individual service and are billed separately shall not be considered Multi-Family.

**“Non-Collection Notice”** means a form at least 2" by 6" in size, developed by Contractor at Contractor's cost and subject to City Contract Manager review, on which Contractor has provided Contractor's phone number and indicated the reasons for Contractor's refusal to Collect material, giving reference to the law,

## EXHIBIT A DEFINITIONS

or ordinance, or section of this Agreement which has been violated, and which gives grounds for Contractor's refusal either in writing or by means of a check system.

**"Occupant"** means the Person who occupies a Premises.

**"Organic Material(s)"** means Solid Waste containing material originated from living organisms and their metabolic waste products including, but not limited to food, Yard Trimmings, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined by Section 18982(a)(46) of the Final Regulations. Biosolids and digestate are as defined by Section 18982 of the Final Regulations.

**"Owner"** means the Person(s) holding legal title to real property and/or any improvements thereon, and shall include the Person(s) listed on the latest equalized assessment roll of the County Assessor.

**"Party or Parties"** refers to the City and Contractor, individually or together.

**"Person(s)"** means any individual, firm, association, organization, partnership, consortium, corporation, trust, joint venture, Commercial entity, governmental entity, public entity, or any other legal person.

**"Premises"** means any land or building in the City where Recyclable Materials, Organic Materials, or Solid Waste are generated or accumulated.

**"Processing"** means to prepare, treat, or convert Recyclable Materials, Reusable Materials or Organics Materials through sorting, cleansing, treating or reconstituting or use of other methods, for the purpose of making such material available for Recycling or reuse and/or marketing as a Recyclable or Organic Material product.

**"Processing Facility"** means any plant or site used for the purpose of sorting, cleansing, treating or reconstituting Recyclable Materials, or Reusable Materials for the purpose of making such material available for Recycling or reuse or the facility for the Processing and/or Composting of Organic Materials.

**"Prohibited Container Contaminants"** means: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as acceptable for the City's Recyclable Materials Container; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as acceptable for the City's Organic Materials Container; (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable Materials or Organic Materials to be placed in City's Recyclable Materials and Organic Materials Containers; and, (iv) Excluded Waste placed in any Container.

**"Public Litter Modules"** means public Containers distributed on sidewalks, at bus stops, and in other public places in the City for the Collection of Recyclable Materials, Organic Materials, and/or Solid Waste. Containers may provide separate locations for more than one type of Discarded Material (e.g., Solid Waste and Recyclable Materials).

**"Public Street"** means all City-owned and maintained paved areas between the normal Curb line of a roadway, including public parking lots, roadway dividers, and medians.

## EXHIBIT A DEFINITIONS

**"Rate"** means the maximum amount, expressed as a dollar unit, approved by the City that the Contractor may bill a Customer for providing services under this Agreement. The Rates approved by City are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the City.

**"Rear Yard"** means a location behind or beside a premise, including side yard.

**"Recyclable Materials"** means those Discarded Materials that: the Generators set out in Recyclable Materials Containers for Collection for the purpose of Recycling by the Contractor and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste. Recyclable Materials shall include, but not be limited to: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, refrigerated/shelf-stable cartons, cereal, and other similar food boxes yet excluding paper tissues, paper towels, paper with plastic coating, paper contaminated with food, wax paper, foil-lined paper and cartons, Tyvek non-tearing paper envelopes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers); steel, tin or bi-metal cans; mixed plastics such as plastic containers (no. 1 to 7), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; dry cell household batteries ( with positive ends taped) when placed on the Recycling Cart in a sealed plastic bag and motor oil in a one gallon container with tightly fitting lid and filters sealed in a plastic bag ; and, those materials added by City from time to time.

**"Recycle" or "Recycling"** means the process of sorting, cleansing, treating, and reconstituting at a Recyclable Materials Processing Facility materials that would otherwise be Disposed of at a landfill for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

**"Residential" or "Residential Premises"** means Single Family, duplex, triplex and mobile home park residences, and freestanding or ground level town homes subscribing to Cart service.

**"Residue"** means those materials which, after Processing, are Disposed rather than Recycled due to either the lack of markets for materials or the inability of the Processing Facility to capture and recover the materials.

**"Reusable Materials"** means items that are capable of being used again after minimal Processing. Reusable Materials may be Collected Source Separated or recovered through a Processing Facility.

**"SB 1016"** means the Solid Waste Per Capita Measurement Act of 2008 (an act to amend Sections 40183, 40184, 41783, 41820.6, 41821, 41850, 42921, and 42926 of, to amend the headings of Article 4 (commencing with Section 41825) and Article 5 (commencing with Section 41850) of Chapter 7 of Part 2 of Division 30 of, to add Sections 40127, 40145, 40150.1, 41780.05, 42921.5, and 42927 to, and to repeal and replace Section 41825 of, the Public Resources Code, relating to Solid Waste), also commonly referred to as "SB 1016," as amended, supplemented, superseded, and replaced from time to time.

## EXHIBIT A DEFINITIONS

**"SB 1383"** means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

**"Self-Hauler"** or **"Self-Haul"** means a Person who hauls Solid Waste, Organic Waste, or recovered material they have generated to another Person, or as otherwise defined in Section 18982(a)(66) of the Final Regulations. Self-Hauler also includes a Person who Back-Hauls waste.

**"Service Level"** refers to the size of a Customer's Container and the frequency of Collection service.

**"Service Opportunity"** shall mean each individual scheduled opportunity the Contractor has to Collect from a Container at a Customer's location. For example, a Commercial Customer receiving Recyclable Materials Collection service two (2) times per week from two (2) Containers, Organic Materials Collection service two (2) times per week from (2) Containers, and Solid Waste Collection service two (2) times per week from two (2) Containers would have a total of twelve (12) Service Opportunities each week. Service Opportunities shall be calculated based on the subscription levels presented in Contractor's most recent Quarterly Report to City.

**"Single-Family"** means, notwithstanding any contrary definition in City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the Owner or Occupant of such independent unit is billed directly for the Collection service. Single-Family includes Townhouses, and each independent unit of duplex, or tri-plex Residential structures and mobile home parks, regardless of whether each unit is separately billed for their specific Service Level.

**"Solid Waste"** means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, Section 40191 and regulations promulgated thereunder. Excluded from the definition of Solid Waste are Excluded Waste, C&D, Source Separated Recyclable Materials, Reusable Materials, Source Separated Organic Materials, and radioactive waste. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time. Solid Waste includes salvageable materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

**"Source Reduction"** means the act of reducing the volume of Discarded Materials generated by Persons and may involve the Reuse of Discarded Materials.

**"Source Separated"** or **"Source Separation"** means the segregation, by the Generator, of materials designated for separate Collection for some form of Recycling, Composting, recovery, or reuse.

**"Split Cart"** or **"Split-Cart"** means a Cart that is split or divided into two segregated sections for Generator placement of different materials.

## EXHIBIT A DEFINITIONS

**“Split Container” or “Split-Container”** means a Container that is split or divided into segregated sections, instead of an entire Container.

**“State”** means the State of California.

**“Subcontractor”** means a Person who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for, and directly related to, the Contractor’s fulfillment of its obligations for providing service under this Agreement. As of the Effective Date, Subcontractors include, without limitation: (a) Thomas Road Venture Group, LLC, Contractor’s Affiliate and landlord, and (b) Persons providing, at a minimum, the following services as subcontractors to Contractor in connection with Contractor’s services under this Agreement: (i) Cart assembly and/or delivery services, (ii) technical assistance under Section 4.10 of the Agreement, including in connection with SB 1383 compliance monitoring, (iii) fueling station upgrade, maintenance and/or operation services, and (iv) scout services to Commercial Customers. Notwithstanding any other provision in this Agreement, vendors providing services, materials and/or supplies to Contractor that are not directly related to Contractor’s provision of services under this Agreement (such as office supplies, equipment parts and paving services at Contractor’s facilities), and professional service firms providing legal, accounting and/or other business services to Contractor, shall not be considered Subcontractors for any purpose under this Agreement.

**“Term”** means the Term of this Agreement as provided for in Article 2.

**“Tier One Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in Section 18982 of the Final Regulations:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.
- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in Section 18982(a)(73) of the Final Regulations of Tier One Commercial Edible Food Generator differs from this definition, the definition in said Section 18982(a)(73) shall apply to this Agreement.

**“Tier Two Commercial Edible Food Generator”** means a Commercial Edible Food Generator that is one of the following, each as defined in Section 18982 of the Final Regulations:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health Facility with an on-site food facility and 100 or more beds.
- D. Large Venue.

## EXHIBIT A DEFINITIONS

- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A Local Education Agency with an on-site food facility.

If the definition in Section 18982(a)(74) of the Final Regulations of Tier Two Commercial Edible Food Generator differs from this definition, the definition in said Section 18982(a)(74) shall apply to this Agreement.

**“Ton” or “Tonnage”** means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

**“Townhouse”** means an attached or semi-attached Single-Family Premises within a group of attached or semi-attached Single-Family Premises, regardless of whether the Premises is billed individually or through a central account (e.g. homeowner association, property manager), wherein each unit maintains individual Collection service subscription, does not share Containers with other units, and does not require Yard Trimmings Collection service, as determined in writing by the City Contract Manager.

**“Transfer”** means the act of transferring the materials Collected by Contractor in its route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

**“Transportation” or “Transport”** means the act of conveying Collected materials from one location to another.

**“Universal Waste (U-Waste)”** means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

**“Used Motor Oil and Filter”** means used oil fluids for vehicles including motor oil and oil filters from automobiles and light trucks.

**“Working Days”** are the days Contractor must keep its office open in accordance with Section 4.12.1.B.

**“Working Hours”** are the hours of Collection described in Section 5.2.A.

**“Yard Trimmings”** means those Discarded Materials that will decompose and/or putrefy, including, but not limited to, green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood, and other types of Organic Materials resulting from normal yard and landscaping maintenance that may be specified in City Legislation for Collection and Processing as Organic Materials under this Agreement. Yard Trimmings does not include items herein defined as Excluded Waste. Yard Trimmings are a subset of Organic Materials. Yard Trimmings placed for Collection may not exceed twelve (12) inches in diameter and three (3) feet in length and must fit within the Contractor-provided Container.

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## **EXHIBIT B: DIRECT SERVICES**

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## **EXHIBIT B DIRECT SERVICES**

The following Exhibits (B1 through B5) describe the programs which, in aggregate, represent the direct services to be performed under this Agreement by the Contractor.

Each of the following Exhibits (B1 through B5) present the programs to be provided to each Customer Type by Contractor. Within each program description are specific requirements for the:

- Type and size of Containers or Service Level to be offered by Contractor under each program;
- Frequency of service to be offered by Contractor to Customers;
- Location of service, including an indication of whether or not additional charges may apply if a Customer selects a location that is more costly to serve (e.g. back-yard service);
- Materials that are acceptable or prohibited within the program;
- Provision of additional services to the Customer if the standard Service Levels are inadequate, either on a regular or periodic basis, and an indication of whether or not additional charges may apply; and/or
- Other requirements and considerations of the program.

Contractor shall provide the services for each program described in accordance with the specific program requirements detailed in Exhibits B1 through B5 and Contractor shall promote such programs using the public education and outreach methods described in Exhibit C.

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**EXHIBIT B1:**  
**SINGLE-FAMILY RESIDENTIAL SERVICES**

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## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

#### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers one (1) time per week from Single-Family Customers and Transport all Recyclable Materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

<b>Containers:</b>	Carts
<b>Container Type:</b>	Split Cart
<b>Container Sizes:</b>	64- and 96-gallons (or comparable sizes approved by the City Contract Manager). Standard Container size is 64-gallon. 96-gallon Container shall be made available for no additional charge, upon request by Customer.
<b>Service Frequency:</b>	One (1) time per week on the same day as Yard Trimmings Materials and FoodCycle Collection services.
<b>Service Location:</b>	Curbside
<b>Acceptable Materials:</b>	Dual-Stream Recyclable Materials (using a Split-Container to separate fibers from containers)
<b>Prohibited Materials:</b>	Solid Waste, Organic Materials, Excluded Waste
<b>Additional Service:</b>	<p>Single-Family Customers shall receive one (1) Recyclable Materials Cart at no additional charge.</p> <p>Contractor shall allow Single-Family Customers to place unlimited flattened Cardboard (bundled no larger than 30" x 30" x 6") and additional volumes of separated Recyclable Materials contained in paper bags adjacent to the Recyclable Materials Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer.</p>
<b>Other Requirements:</b>	<p>Contractor shall accept household batteries in the Recyclable Materials program, provided that those batteries have been placed in a sealed, clear plastic bag and have been placed on top of the Recyclable Materials Container for Collection.</p> <p>Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.</p>

#### **2. FoodCycle Collection**

For the City's FoodCycle Collection program, Contractor shall Collect Food Scraps and Solid Waste placed in Contractor-provided Split Carts one (1) time per week from Single-Family Customers and Transport such Discarded Materials to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

<b>Containers:</b>	Carts
<b>Container Type:</b>	Split Cart
<b>Container Sizes:</b>	27-, 43- and 64-gallons (or comparable size approved by the City Contract Manager).
<b>Service Frequency:</b>	One (1) time per week on the same day as Recyclable Materials Collection service.
<b>Service Location:</b>	Curbside.
<b>Acceptable Materials:</b>	Food Scraps and Solid Waste placed for Collection in respective sides of Split Cart.
<b>Prohibited Materials:</b>	<u>Food Scraps Cart section:</u> Yard Trimmings, Recyclable Materials, Solid Waste, Excluded Waste  <u>Solid Waste Cart section:</u> Recyclable Materials, Organic Materials, Food Scraps, Excluded Waste
<b>Additional Service:</b>	<p>Single-Family Customers shall receive one (1) FoodCycle Collection standard Split Cart.</p> <p>Single-Family Customers may purchase Extra Garbage Tags for additional Solid Waste. Solid Waste must be placed in a Customer-provided bag, no larger than 35 gallons, with the Extra Garbage Tag affixed and clearly visible, and placed next to their FoodCycle Container for Collection. Contractor shall Collect all properly placed bags labeled with Extra Garbage Tags, and Customers shall not be required to schedule such extra service in advance. The weight limit on extra garbage bags is 30 pounds.</p> <p>Extra Garbage Tags will be readily available to Single-Family Customers at Utilities Customer Service Office. The City shall maintain a sufficient inventory of Extra Garbage Tags to accommodate additional Solid Waste.</p>
<b>Other Requirements:</b>	<p>Contractor shall provide to all Single-Family Customers kitchen pails designed to contain Food Scraps prior to placement in the Customer's Food Scraps Cart. Kitchen pail specifications shall be approved by the City Contract Manager prior to ordering and distribution.</p> <p>Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.</p> <p>Contractor shall allow Customers to place Food Scraps in clear plastic bags and then place the bagged Food Scraps into their Food Scraps side of the Container for Collection. Contractor shall demonstrate that use of plastic bags is allowable pursuant to Section 4.3 of the Agreement. The Collection of Food Scraps placed in plastic bags shall not interfere with Contamination monitoring requirements described in Section 4.8 of this Agreement.</p>

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

#### **3. Yard Trimmings Collection**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Carts one (1) time per week from Single-Family Customers and Transport all Yard Trimmings to the Approved Facility at no additional charge with Single Family Customer subscription to Solid Waste Collection service.

**Containers:** Carts  
**Container Type:** Cart  
**Container Sizes:** 64- or 96-gallon Cart (or comparable size approved by the City Contract Manager).

Standard Container size is 64-gallon. 96-gallon Container shall be made available for no additional charge, upon request by Customer.

**Service Frequency:** One (1) time per week on the same day as Recyclable Materials and FoodCycle Collection service.

**Service Location:** Curbside.

**Acceptable Materials:** Yard Trimmings

**Prohibited Materials:** Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste

**Additional Service:** Single-Family Customers shall receive one (1) Yard Trimmings Cart standard. Contractor shall allow Single-Family Customers to place bundles of Yard Trimmings, not to exceed four (4) feet in length and one (1) foot in diameter, adjacent to the Yard Trimmings Cart for Collection on their regularly-scheduled Collection day at no additional charge to the Customer.

Excess Yard Trimmings: Additional Yard Trimmings may be Collected in 32-gallon Customer-owned Carts that are labeled "Yard Trimmings."

**Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Extra bags must be tagged with "extra bag tags" to be Collected as Solid Waste.

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **4. Used Motor Oil and Filter Collection**

Contractor shall Collect Used Motor Oil and Used Motor Oil Filters placed in Contractor-provided jugs and bags from Single-Family Customers and shall Recycle all Used Motor Oil and Filters Collected pursuant to this Agreement at no additional charge to Single Family Customers.

**Containers:** Used Motor Oil jugs/Used Motor Oil Filter bags  
**Container Sizes:** 1-gallon oil jugs; and, 1-gallon plastic bags  
**Service Frequency:** Up to one (1) time per week on the same day as FoodCycle Collection service.

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

**Service Location:** Curbside (adjacent to Recyclable Materials Cart)

**Acceptable Materials:** Used Motor Oil and Used Motor Oil Filters

**Prohibited Materials:** Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste

**Additional Service:** Not applicable

**Other Requirements:** Upon Customer request, Contractor shall provide a Used Motor Oil jug and/or Used Motor Oil plastic filter bag to a Customer on their next regularly scheduled FoodCycle Collection day, at no additional cost to Customer. Upon Collection of Used Motor Oil and/or Used Motor Oil Filter from a Customer, Contractor shall leave a clean and empty Used Motor Oil jug or Used Motor Oil Filter plastic bag adjacent to the Recyclable Materials Cart. If Contractor Collects two (2) Used Motor Oil jugs or Used Motor Oil Filter bags, respectively, Contractor shall leave two (2) empty Used Motor Oil jugs and two (2) empty Used Motor Oil Filter bags.

Contractor shall Recycle the Used Motor Oil and the Used Motor Oil Filter only with Persons who are authorized by the State of California to Recycle such materials. In the event the Used Motor Oil or the Used Motor Oil Filter Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.

In accordance with Exhibit D, Contractor shall notify the City Contract Manager of any Contamination which renders the Used Motor Oil and Used Motor Oil Filter unacceptable for Recycling or which requires Disposal as a Hazardous Waste.

Contractor shall keep all Used Motor Oil and Used Motor Oil Filters Collected pursuant to this Agreement segregated from used household cooking oil and other materials.

Contractor may refuse to Collect Used Motor Oil and/or a Used Motor Oil Filter if it is not contained in an appropriately sized Used Motor Oil jug or Used Motor Oil Filter bag, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection, and also leaves a clean and empty Used Motor Oil jug and Used Motor Oil Filter bag adjacent to the refused Used Motor Oil jug and Used Motor Oil Filter bag set-out. Contractor may refuse to Collect a Used Motor Oil jug which contains liquid other than Used Motor Oil, provided that Contractor leaves a Non-Collection Notice which explains the reason for non-Collection.

#### **5. Used Cooking Oil Collection**

Contractor shall Collect used household cooking oil placed in a Contractor-approved container, such as the original cooking oil container with screw-top lid, from Single-Family Customers. Contractor shall Transport used household cooking oil to the Approved Facility at no additional charge to Single Family Customers.

**Containers:** Contractor-approved container

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

<b>Container Sizes:</b>	Up to two, one gallon containers
<b>Service Frequency:</b>	One (1) time per week on the same day as FoodCycle Collection service.
<b>Service Location:</b>	Curbside (adjacent to Recyclable Materials Cart)
<b>Acceptable Materials:</b>	Used household cooking oil
<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Not applicable
<b>Other Requirements:</b>	<p>In the event the used household cooking oil Collected pursuant to this Agreement is contaminated to the extent that the materials require Disposal as a Hazardous Waste, Contractor shall dispose of such materials, at Contractor's own cost and expense in accordance with Applicable Law.</p> <p>Contractor shall notify the City Contract Manager of any Contamination which renders the used household cooking oil unacceptable for Recycling or which requires Disposal as a Hazardous Waste.</p> <p>Contractor shall keep all used household cooking oil Collected pursuant to this Agreement segregated from Used Motor Oil and other materials.</p> <p>Contractor may refuse to Collect used household cooking oil if it is not contained in an approved container or contains liquid other than used household cooking oil, provided that Contractor leaves a Non-Collection Notice in accordance with Section 4.12.2 of this Agreement, and follows the applicable procedures specified in that section.</p>

#### **6. On-Call Bulky Item/Reusable Materials Collection**

Upon Customer request, Contractor shall Collect Bulky Items, Reusable Materials, and other materials described herein from Single-Family Customers as provided in Section 4.6. On-call Bulky Item and Reusable Materials Collection services shall be offered to Customers up to two (2) times per year at no additional charge, and within five (5) Working Days of Contractor's receipt of such a Customer request for service. On-Call and Bulky Collections are to be scheduled for Customers next service day.

<b>Containers:</b>	Not applicable
<b>Service Level:</b>	<p>Up to two (2) cubic yards of Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste; AND up to Two (2) Bulky Items at no additional charge;</p> <p>Unlimited On-call Collection of Bulky Items at per-item Rates approved by the City</p>
<b>Service Frequency:</b>	Up to two (2) appointments per year at no additional charge
<b>Service Location:</b>	Curbside.
<b>Acceptable Materials:</b>	Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste.
<b>Prohibited Materials:</b>	Food Scraps, Hazardous Materials, abandoned automobiles, trees, Construction and Demolition Debris (C&D), Excluded Waste or any single item (e.g. large auto parts, etc.) that exceeds two hundred (200) lbs. in weight.



## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

- Additional Service:** Contractor shall provide additional Bulky Item/Reusable Materials Collections to Single-Family Customers, beyond two (2) per year, and shall Collect additional Acceptable Materials (as described herein) that exceed the required Service Level (as requested by Customer), and may charge the appropriate Rates approved by the City for such additional service.
- Other Requirements:** Contractor shall provide the service to the Customer upon Customer's requested service date that is a regular service day for that Customer, as mutually agreed upon by the Customer and Contractor. Contractor shall not Dispose of materials Collected through the on-call Bulky Item/Reusable Materials Collection program unless the materials cannot be reused or Recycled. Contractor shall maintain On-Call Bulky Item and Reusable Materials Collection records in accordance with Exhibit D.

#### **7. Christmas Tree Collection**

For four (4) consecutive weeks beginning on the first weekday following December 25, Contractor shall Collect Christmas trees placed at the Curb for Collection from Single-Family Customers. Contractor shall provide this service as part of regular Yard Trimmings Collection upon presentation at the Curb on Customer's regularly scheduled Collection day. Contractor shall Transport all Collected Christmas trees to the Approved Facility. Christmas trees must be cut into sections no longer than four (4) feet in length, and have decorations, light strings, and stands removed. Christmas trees that contain tinsel, lights, or other decorations, or are attached to a tree stand are not required to be Collected; however, Contractor shall affix a Non-Collection Notice to the tree informing the Customer of the reason(s) for non-Collection.

Christmas tree Collection services may be performed at any time of year as part of Customer's Yard Trimmings Collection service.

#### **8. Rear-Yard Collection Service**

Upon City request, Contractor shall allow for Persons that are elderly or have a disability as defined by the Americans with Disabilities Act (which means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all Federal rules and regulations relating thereto) that are Occupants of Single-Family Premises to receive Collection services at a location other than Curbside at no extra charge to the Customer if no able-bodied caregiver or family member is in residence.

City will require Customer to obtain a medical certificate from their doctor and submit such medical certificate to Utilities Customer Service Office to determine eligibility for this type of service. Contractor shall commence Collection on the next regularly scheduled Collection service day for that Single-Family Customer's route following City's request for service. Contractor shall Collect Discarded Materials from approved Customers at least one time per week, Monday through Friday, at no additional cost.

Contractor shall make reasonable accommodations with regard to provision of and servicing of Containers (e.g., Container size and type, placement of Containers for Collection, etc.) at no additional cost to the Customer. Contractor may enter onto private property to provide service to City-qualified elderly and disabled Customers in accordance with Section 5.3.D. At a minimum, alternative service is comprised of exiting from the Collection vehicle, moving the Single-Family Customer's Container from its storage place to vehicle for Collection, and returning the Container to its original storage place. Contractor shall in no

## **EXHIBIT B1**

### **SINGLE-FAMILY RESIDENTIAL SERVICES**

way interfere with the rear-yard Household Hazardous Waste Collection program offered to Customers by the County and the City.

**EXHIBIT B2:**  
**MULTI-FAMILY RESIDENTIAL SERVICES**

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## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

#### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Multi-Family Customers at no additional charge with Multi-Family Customer subscription to Solid Waste Collection service, and shall Transport all Recyclable Materials to the Approved Facility.

**Containers:** Carts

**Container Sizes:** 95-gallon (or comparable size Carts approved by the City Contract Manager)  
Standard Container size is 95-gallon.

**Service Frequency:** One (1) time per week on the same day as Yard Trimmings Materials and Solid Waste Collection services)

**Service Location:** Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises

**Acceptable Materials:** Dual-Stream Recyclable Materials

**Prohibited Materials:** Organic Materials, Solid Waste, Excluded Waste

**Additional Service:** Contractor shall allow Multi-Family Customers to place unlimited flattened Cardboard in fiber Cart or dedicated Cardboard Recycling Bin(s). Charges for Cardboard Collection service shall be based on a City-approved Bin rental Rate provided quality and quantity standards are met.

Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to one (1) day per week total service.

**Other Requirements:** During annual site visit to all Multi-Family Premises, as required under Exhibit C, Contractor shall provide to all Multi-Family Dwelling Units Personal Recycling Totes designed to contain Recyclable Materials prior to placement in the Recyclable Materials Container. Personal Recycling Tote specifications shall be approved by the City Contract Manager prior to ordering and distribution. Contractor shall replace Personal Recycling Totes that Multi-Family Customers report lost, stolen, or damaged. Within one (1) week of request by a Multi-Family Customer or the Owner or manager of a Multi-Family Residential Premise, Contractor shall provide new Multi-Family Customers moving into Multi-Family Premises with Personal Recycling Totes.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

up to 10 feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **2. Food Scraps Collection**

Contractor shall Collect Food Scraps placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Food Scraps to the Approved Facility.

Contractor shall, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its then-current vehicle fleet and staff to provide Multi-Family Food Scraps Collection services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from Affiliates). Contractor shall recover reasonable and documented increased costs associated with this effort through the Contract Year Two (2) or Three (3) Compensation Review processes, depending on the timing of the incurred costs.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.
<b>Service Frequency:</b>	For Bins, unless otherwise approved by the City Contract Manager, up to six (6) times per week but not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface. Collection crews are not required to push Food Scraps Bins that are greater than one (1) cubic yard in size.
<b>Acceptable Materials:</b>	Food Scraps
<b>Prohibited Materials:</b>	Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste
<b>Additional Service:</b>	One-time Collection of up to fifteen (15) cubic yards Food Scraps Collection related to a special event shall be provided to Multi-Family Customers at the City-approved Rate.  Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week of total service.
<b>Other Requirements:</b>	Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **3. Yard Trimmings Collection**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Yard Trimmings to the Approved Facility unless the Customer has received a City-approved waiver due to Collection of Yard Trimmings by landscaping contractors that remove material the off-site.

Contractor shall, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its then-current vehicle fleet and staff to provide Multi-Family Yard Trimmings Collection services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from Affiliates). Contractor shall recover reasonable and documented increased costs associated with this effort through the Contract Year Two (2) or Three (3) Compensation Review processes, depending on the timing of the incurred costs.

<b>Containers:</b>	Carts, Bins  Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.
<b>Container Sizes:</b>	96-gallon (or comparable size Carts approved by the City Contract Manager); 1-and 4-cubic yard Bins; and, As requested by Customer.
<b>Service Frequency:</b>	Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
<b>Acceptable Materials:</b>	Yard Trimmings
<b>Prohibited Materials:</b>	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved Rate. Contractor shall provide Yard

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

Trimming Collection at Service Levels greater than ninety-six (96) gallons per week to Commercial Customers upon request, using additional ninety-six (96) gallon Carts, or Bins as requested, and may charge the appropriate Rate approved by the City. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

**Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **4. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor- or Customer-provided Containers not less than one (1) time per week from Multi-Family Customers and Transport all Solid Waste to the Approved Facility. Multi-Family Customers shall receive Solid Waste Collection service at the City-approved Rate.

<b>Containers:</b>	Carts, Bins, Drop Boxes, Customer Supplied Compactors
<b>Container Sizes:</b>	35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager) for specific locations; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors
<b>Service Frequency:</b>	Up to five (5) times per week as authorized by the City but not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises
<b>Acceptable Materials:</b>	Solid Waste
<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Excluded Waste
<b>Additional Service:</b>	Return trip pick-ups requested by a Customer, on days other than their regularly

## **EXHIBIT B2**

### **MULTI-FAMILY RESIDENTIAL SERVICES**

scheduled Collection day, will be available at the City-approved return trip fee. Such additional picks ups can be scheduled equating to up to one (1) days per week total service. Contractor may increase Solid Waste Service Levels for Multi-Family Customers that request more than three (3) return trip pickups per year.

**Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

#### **5. Bulky Item/Reusable Materials Collection**

As described in Exhibit G1 Technical Proposal and provided in Exhibit G2 Cost Basis for Proposal, Contractor proposed but City has deferred consideration of implementation of a Multi-Family bulky item program. The City may at its discretion, and in consultation with Contractor determine whether to conduct a pilot and/or to implement a Multi-Family bulk item program.

#### **6. Christmas Tree Collection**

Beginning the first full week following Christmas of each year and continuing for the number of weeks specified by City, Contractor shall provide Christmas tree Collection service to Multi-Family Customers. Such Christmas tree Collection service shall be offered on dates agreed upon by the Contractor and each Multi-Family property Owner or manager. Contractor shall offer each Multi-Family property Owner or manager, at a minimum, the option to receive Christmas tree Collection service in:

1. Bins or Drop Boxes, which Contractor shall provide for such service; or
2. Designated location at the Multi-Family Premises mutually agreed upon between Contractor and the property Owner or manager.

In accordance with Exhibit C, Contractor shall mail letters to all Multi-family properties to notify Multi-Family Customers of Christmas Tree Collection service and shall work with Multi-Family Premises Owners that need assistance in determining the best location for their Multi-Family Occupants to place the Christmas trees for Collection.

Contractor shall Transport all Collected and properly prepared Christmas trees to the Approved Facility. Christmas trees must be cut into sections no greater than four (4) feet in length. Christmas trees shall not be Collected if they have tinsel, lights, or other decorations, or are attached to a tree stand; however, Contractor shall affix a Non-Collection notice to the tree informing the Customer of the reason(s) for non-Collection. Contractor may charge City-approved Rates to return and Collect a previously non-Collected Christmas tree that has been corrected and set out again.

Christmas tree Collection services performed during the timeframe specified by the City shall be provided at no additional cost to the City or the Customer.



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**EXHIBIT B3:**  
**COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION**  
**AND DEMOLITION SERVICES**

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## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

#### **1. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from Commercial Customers subscribing to Recyclable Materials Collection service and Transport all Recyclable Materials to the Approved Facility.

<b>Containers:</b>	Carts, Bins, Drop Boxes  Commercial Customers may provide their own Bins if such Containers are compatible with Contractor Collection equipment and practices.
<b>Container Sizes:</b>	35-, 64-, and 96-gallon (or comparable size Carts approved by the City Contract Manager); 3-, and 6- cubic yard Bins; 7-, 20-, 30-, and 40- cubic yard Drop Boxes; As requested by Customer.
<b>Service Frequency:</b>	Up to five (5) times per week by not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
<b>Acceptable Materials:</b>	Recyclable Materials, Corrugated Cardboard
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	One-time Collection of up to forty (40) cubic yards Recyclable Materials Collection related to a special event shall be provided to Commercial Customers at the City-approved Rate.  Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.
<b>Other Requirements:</b>	Contractor shall make contact with City-selected Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency, Contractor shall not be required to make contact with Commercial Customers that are exempted from Recyclable Materials services by the City.  Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access

## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **2. Food Scraps Collection**

Contractor shall Collect Food Scraps placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Food Scraps to the Approved Facility.

**Containers:** Carts, Bins

**Container Sizes:** 35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.

**Service Frequency:** For Bins, unless otherwise approved by the City Contract Manager, up to six (6) times per week but not less than one (1) time per week, as requested by Customer.

**Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface. Collection crews are not required to push Food Scraps Bins that are greater than one (1) cubic yard in size.

**Acceptable Materials:** Food Scraps

**Prohibited Materials:** Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste

**Additional Service:** One-time Collection of up to fifteen (15) cubic yards Food Scraps Collection related to a special event shall be provided to Commercial Customers at the City-approved Rate.

Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week of total service.

**Other Requirements:** Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access

## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a FoodCycle Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties; provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **3. Yard Trimmings Collection**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Yard Trimmings to the Approved Facility unless the Customer has received a City-approved waiver due to Collection of Yard Trimmings by landscaping contractors that remove material the off-site.

<b>Containers:</b>	Carts, Bins  Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.
<b>Container Sizes:</b>	96-gallon (or comparable size Carts approved by the City Contract Manager); 1-and 4-cubic yard Bins; and, As requested by Customer.
<b>Service Frequency:</b>	Up to five (5) times per week but not less than one (1) time per week, as requested by Customer.
<b>Service Location:</b>	Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
<b>Acceptable Materials:</b>	Yard Trimmings
<b>Prohibited Materials:</b>	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to Commercial Customers at the City-approved Rate. Contractor shall provide Yard Trimmings Collection at Service Levels greater than ninety-six (96) gallons per week to Commercial Customers upon request, using additional ninety-six (96) gallon Carts, or Bins as requested, and may charge the appropriate Rate approved by the City. Return trip pick-ups requested by a Customer, on days other than their regularly scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

**Other Requirements:** Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

Contractor shall make contact with each and every Commercial Customer in advance of the Commencement Date to determine appropriate Container sizes and service frequency.

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

#### **4. Solid Waste Collection**

Contractor shall Collect Solid Waste placed in Contractor-provided Containers not less than one (1) time per week from Commercial Customers and Transport all Solid Waste to the Approved Facility.

**Containers:** Carts, Bins, Drop Boxes, Customer supplied Compactors.

**Container Sizes:** 35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager);  
1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15-, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors

As requested by Customer.

**Service Frequency:** Up to six (6) times per week for Bins and five (5) times per week for Carts as authorized by City, but not less than one (1) time per week, as requested by Customer. City Contract Manager to approve requests for Saturday service for Customers that subscribe to less than three-day-per-week service.

**Service Location:** Curbside or other Customer-selected service location at the Commercial Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.

**Acceptable Materials:** Solid Waste.

**Prohibited Materials:** Recyclable Materials, Organic Materials, Excluded Waste.

**Additional Service:** Return trip pick-ups requested by a Customer, on days other than their regularly

## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

scheduled Collection day, will be available at the approved return trip fee. Such additional picks-ups can be scheduled equating to up to five (5) days per week total service.

**Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

#### **5. Commercial Container Sharing**

In special circumstances, for Customers with significant space limitations and in the absence of other alternatives for Container size and/or service frequency, City Contract Manager may permit Commercial Customers to share Discarded Materials service with other geographically proximate Commercial Customers. Such shared service shall be performed and billed, as if it were being provided to a single Customer, however Contractor shall require all Customers sharing a single service account to identify a "Primary Responsible Party" which will serve as the singular point of contact for communication and billing from Contractor and the City, along with a list of all addresses with which the Primary Responsible Party will share service. Additionally, Commercial Customers that are permitted to share Discarded Materials Containers must submit a "tenant use agreement" to the City Contract Manager documenting their agreement to, and compliance with, applicable Commercial Container sharing requirements of the Municipal Code 19.38.030. In accordance with Exhibit D, Contractor shall on a quarterly basis describe trends and/or concerns related to Commercial Customer Container sharing service.

#### **6. Construction & Demolition Material Collection**

- A. **General.** Contractor shall Collect C&D from Customers that directly subscribe to its Collection services. Contractor shall charge Customers for C&D Collection services at City-Approved Rates.
- B. **Acceptable Material.** Contractor may Collect C&D from construction, remodeling, repair, or demolition operations. C&D may be mixed materials delivered to an Approved Facility for C&D Recycling; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and Reuse. C&D may contain only de minimis amounts of Solid Waste generated at the C&D Collection Sites. Contractor may Transport Source Separated Recyclable Materials, such as Cardboard and metals, and Yard Trimmings, from the C&D Collection Sites, if the materials result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites.
- C. **Transport and Processing.** Contractor shall Deliver C&D to the Approved Facility for Processing on-site and/or for Transfer to a third-party for Processing. Contractor shall deliver Source Separated Reusable Materials to the Approved Facility for Reuse through donation or sale of materials.
- D. **Container Types and Collection Frequency.** Contractor shall offer Customers various size Bins and Roll-Off Boxes for Collection of C&D, subject to review and approval by the City Contract Manager.

## **EXHIBIT B3**

### **COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES**

C&D Containers shall conform to all requirements of Sections 4.8 and 5.6 of this Agreement. Contractor shall Collect C&D Materials within one (1) Working Day of an initial Customer request, and at an ongoing frequency agreed upon with the individual Customer. Contractor shall provide requested Collection of C&D Materials within two (2) Working Days of a Customer request for a one-time Collection.

- E. **Education Information.** Contractor shall provide Customers with City-approved educational information on best practices for C&D Recycling and Reuse and proper separation of materials for Collection. As directed by the City Contract Manager, Contractor shall label or install signs on Bins and Roll-Off Boxes identifying allowable and non-allowable materials for Collection in the C&D Containers. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Bin and Roll-Off Box.
- F. **Record Keeping and Reporting.** Contractor shall submit C&D Tonnage information and other data pursuant to Exhibit D of the Agreement.



## **EXHIBIT B4: CITY SERVICES**

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## **EXHIBIT B4 CITY SERVICES**

### **1. City Facilities**

Contractor shall Collect Recyclable Materials, Yard Trimmings, Food Scraps, and Solid Waste from City facilities (including parks and schools) in the same manner as those services are provided to Commercial Customers. Contractor shall provide designated personnel in accordance with Section 3.6 of this Agreement. Contractor shall provide service to all existing City facilities identified in Exhibit B5 as well as any future City facilities established after the Commencement Date. Contractor shall provide these services, other than for schools, at no additional cost to the City. City facility service as described by this Section shall include Drop Box Collection service, and periodic Bulky Item Collection. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City request. Contractor shall remove and not return Drop-Boxes within one (1) Working Day of City request.

City and Contractor shall cooperate to select strategic locations for the Containers placed at each location, in order to maximize participation while siting Containers to enhance operational efficiency in Collections. Contractor shall Collect full or overflowing Containers within one (1) Working Day of notification by City Contract Manager.

### **2. Recyclable Materials Collection**

Contractor shall Collect Recyclable Materials placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Recyclable Materials to the Approved Facility.

<b>Containers:</b>	Carts, Bins
<b>Container Sizes:</b>	95-gallon (or comparable size Carts approved by the City Contract Manager); and Cardboard Recycling 3-, and 6-cubic yard Bins. As requested by Customer Standard Container size is 95-gallon.
<b>Service Frequency:</b>	One (1) or more times per week depending on location and quantity of Recyclable Materials.
<b>Service Location:</b>	Curbside or other City-designated service location at the City facility Premises
<b>Acceptable Materials:</b>	Dual-Stream Recyclable Materials
<b>Prohibited Materials:</b>	Organic Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Contractor shall allow City Customers to place unlimited flattened Cardboard in dedicated Cardboard Recycling Bin(s).
<b>Other Requirements:</b>	Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).  Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains Contamination in excess of

## EXHIBIT B4 CITY SERVICES

standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

**Special Recycling Collection.** Contractor shall provide Containers and Recycling service to City facilities and schools, as identified in Exhibit B5, during special clean-outs or end of school year activities (Clean Slate Program) at no charge. City shall contact schools and City facilities in April or May of each year to notify staff of the Clean Slate Program. Schools and City facilities shall contact Contractor to indicate the number of Containers requested for Recycling and/or Solid Waste service and shall indicate how long such Containers will be needed (not to exceed three (3) weeks).

### 3. Food Scraps Collection

Contractor shall Collect Food Scraps placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Food Scraps to the Approved Facility.

- Containers:** Carts, Bins
- Container Sizes:** 35-, (or comparable size Carts approved by the City Contract Manager); 1-, 2-, 3-cubic yard Bins; as requested by Customer.
- Service Frequency:** One (1) or more times per week depending on location and quantity of Food Scraps.
- Service Location:** Curbside or other City-designated service location at the City facility Premises
- Acceptable Materials:** Food Scraps
- Prohibited Materials:** Recyclable Materials, Solid Waste, Yard Trimmings, Excluded Waste
- Other Requirements:** Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Food Scraps Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### 4. Solid Waste Collection

Contractor shall Collect Solid Waste placed in Contractor-provided Containers from City facilities, as described in Exhibit B5, and Transport all Solid Waste to the Approved Facility.

- Containers:** Carts, Bins, Drop Boxes, Compactors.

## **EXHIBIT B4 CITY SERVICES**

<b>Container Sizes:</b>	35-, 65-, and 95-gallon (or comparable size Carts approved by the City Contract Manager); 1-, 2-, and cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 7-, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors  As requested by Customer.
<b>Service Frequency:</b>	One (1) or more times per week depending on location and quantity of Solid Waste.
<b>Service Location:</b>	Curbside or other City-designated service location at the City facility Premises.
<b>Acceptable Materials:</b>	Solid Waste
<b>Prohibited Materials:</b>	Recyclable Materials, Organic Materials, Excluded Waste
<b>Other Requirements:</b>	Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

### **5. Yard Trimmings Collection at City Facilities, Parks, and Schools**

Contractor shall Collect Yard Trimmings placed in Contractor-provided Containers not less than one (1) time per week from City Customers at no additional charge and shall Transport all Yard Trimmings to the Approved Facility.

<b>Containers:</b>	Carts, Bins, Compactors
<b>Container Sizes:</b>	96-gallon (or comparable size Carts approved by the City Contract Manager); 1-, 3-, and 6-cubic yard Bins; and, As requested by Customer.
<b>Service Frequency:</b>	Up to five (5) times per week but not less than one (1) time per week, as requested by City.
<b>Service Location:</b>	Curbside or other City-selected service location at the City Premises; additional charges may apply if the service location is greater than ten (10) feet from the nearest point that a Collection Vehicle can access from a paved surface.
<b>Acceptable Materials:</b>	Yard Trimmings
<b>Prohibited Materials:</b>	Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste
<b>Additional Service:</b>	Up to ninety-six (96) gallons per week of Yard Trimmings Materials Collection capacity at the Service Level of the Customer's choosing shall be provided to City Customers.
<b>Other Requirements:</b>	Yard Trimmings contained in plastic bags shall be considered Solid Waste. Contractor shall Collect such bagged Yard Trimmings with Solid Waste.

## **EXHIBIT B4 CITY SERVICES**

Contractor shall open and close gates, push and/or pull Containers, lock and unlock Containers, or perform other services as reasonably necessary to access and empty Containers (additional charge may apply). In accordance with Section 5.3.F, a push/pull of Containers up to ten (10) feet from the enclosure/Container location to the Collection vehicle will be provided at no additional charge (push up to 10 feet then return).

Contractor may refuse to Collect a Yard Trimmings Container that does not meet proper standards for set-out or that contains Contamination in excess of standards agreed upon by the Parties, provided that Contractor follows the applicable noticing and resolution procedures in accordance with Section 4.12.2 of this Agreement.

### **6. Public Litter Container Service**

With the exception of Public Litter Containers that are the responsibility of CalTrans Valley Transportation Authority or City Parks staff, Contractor shall provide Collection and Transportation service to all Public Litter Containers in place or placed by the City on sidewalks, at bus stops, and other City properties at set forth in Exhibit B5 during the Term of this Agreement. Frequency of Collection shall be designated by the City, at least three (3) times per week per Public Litter Container, and may be more frequent if requested by City. Contractor shall report all instances to City of plastic liners inside the Public Litter Containers that are damaged or missing. Contractor shall pick up litter located in and around Public Litter Containers that are not located in City Parks. In the event that Public Litter Containers are designed and able to separately contain Source Separated Recyclable Materials and/or Source Separated Organic Materials, Contractor shall not commingle such materials with Solid Waste during Collection and Transport.

### **7. Planning Assistance Services**

Within three (3) Working Days of City's request, Contractor shall assist City in reviewing plans for proposed developments and Customer-owned or leased Containers and accessories in the City with regard to the type of Discarded Materials Collection infrastructure considerations that plans should provide, including, but not limited, to Collection vehicle accessibility and Discarded Materials Service Level, and related space considerations.

### **8. On-Call Clean Up Service**

In addition to the services to be provided in accordance with this Exhibit B4, and Article 4 of the Agreement, Contractor shall provide on-call clean-up service, and upon City request, will provide such clean-up capacity in the form of temporary Drop Box service for community events, spring clean-up events, or any other arrangement deemed appropriate by the City Contract Manager.

Contractor shall, in response to a written request from the City Contract Manager, deliver to and Collect Drop Boxes from locations not designated as City facilities, as directed by the City Contract Manager. The City Contract Manager's request to Contractor shall specify the date of delivery and Collection of the Drop Box Containers, the location(s) for delivery, and the number of and size of the Drop Box Containers to be delivered. Contractor shall deliver Drop Boxes within twenty-four (24) hours of City request. Contractor shall Collect, empty and return Drop Boxes within twenty-four (24) hours of City's request. Contractor shall remove and not return Drop-Boxes within twenty-four (24) hour of City's request.

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**EXHIBIT B5:  
CITY FACILITY SERVICE LEVELS, LOCATIONS, AND  
SPECIAL EVENTS**

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## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

Contractor shall Collect Recyclable Materials, Food Scraps, Yard Trimmings, and Solid Waste from City facilities (including parks) in the same manner as those services are provided to Commercial Customers. To the extent practical, Contractor shall not be required to enter City facilities to Collect Discarded Materials. City personnel shall be directed to place City facility Discarded Materials Containers outside for Contractor to Collect and Transport to the Approved Facility. Contractor shall provide service to all City facilities, present and future, with appropriate adjustment in compensation as necessary and documented through the Contractor Payment process.

#### 1. City Facilities

FACILITY NAME	ADDRESS
City Hall	456 W. Olive Ave.
City Hall Annex	650 W. Olive Ave.
Columbia Neighborhood Center	739 Morse Ave.
Community Center	550 E. Remington Dr.
Corporation Yard	221 Commercial Ave.
Fire Station #1	171 N. Mathilda Ave.
Fire Station #2	795 E. Arques Ave.
Fire Station #3	910 Ticonderoga Dr.
Fire Station #4	996 Wolfe Rd.
Fire Station #5	1210 Bordeaux
Fire Station #6	1282 N. Lawrence Station Rd.
Nova Job Training Office	505 W. Olive Ave., Suites 300, 500, 600, 700
Public Safety Headquarters	700 All America Way
Sunken Gardens Golf Course	1010 S. Wolfe Rd.
Sunnyvale Chamber of Commerce	260 S Sunnyvale Ave.
Sunnyvale Golf Course	605 Macara Ave.
Sunnyvale Library	665 W. Olive Ave.
Sunnyvale Senior Center	550 E. Remington Ave.
Tennis Center	800 Russet Dr.
Water Pollution Control Plant	1444 Borregas Ave.



## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

#### 2. Parks

FACILITY NAME	ADDRESS
Baylands Parks	999 E. Caribbean Dr.
Braly Park	704 Daffodil Ct.
Cannery Park	900 W. California Ave.
Columbia Park	801 Morse Ave.
De Anza Park	1150 Lime Dr.
Encinal Park	445 N. Macara Ave.
Fair Oaks Park	540 Fair Oaks Ave.
Fairwood Park	1255 Sandia Ave.
Lakewood Park	834 Lakechime Dr.
Las Palmas Park	850 Russet Dr.
Macara Park	445 Macara Ave.
Mango Park	1080 Mango Ave.
Murphy Park	236 N. Sunnyvale Ave.
Murphy Park/Museum	230 E. California Ave.
Orchard Gardens Park	238 Garner Dr.
Ortega Park	636 Harrow Way
Panama Park	755 Dartshire Way
Ponderosa Park	811 Henderson Ave.
Raynor Park	1565 Quail Ave.
San Antonio Park	1026 Astoria Dr.
Seven Seas Park	1010 Morse Ave.
Serra Park	730 The Dalles Ave.
Swim Center Washington Park	840 W. Washington Ave.
Washington Park	840 W. Washington Ave.

## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

#### 3. Public Litter Containers

City of Sunnyvale Public Litter Container Collection Services		
Location	Type	Frequency
1640 Hollenbeck Avenue	Bus Stop	1
Wolfe/El Camino	Bus Stop	1
WB El Cam-Fs Wolfe	Bus Stop	1
El Camino/Hollenbeck	Bus Stop	1
Hollenbeck/El Camino	Bus Stop	1
Hollenbeck/El Camino	Bus Stop	1
El Camino/Bernardo	Bus Stop	1
El Camino/Bernardo	Bus Stop	1
Fair Oaks/El Camino	Bus Stop	1
N Fair Oaks/Tasman	Bus Stop	1
Reed/Evelyn	Bus Stop	1
295 E Evelyn Avenue	Bus Stop	3
Reed/Wolfe	Bus Stop	1
Duane/De Guigne	Bus Stop	1
Arques/Commercial	Bus Stop	1
Arques/Fair Oaks	Bus Stop	1
Arques/San Geronimo	Bus Stop	1
Bernarado/El Camino	Bus Stop	1
Bernarado/El Camino	Bus Stop	1
Borregas/Plaza	Bus Stop	1
Duane/San Juan	Bus Stop	1
830 E El Camino Real	Bus Stop	1
El Camino/Cezanne	Bus Stop	1
El Camino/Fair Oaks	Bus Stop	1
El Camino/Henderson	Bus Stop	1
El Camino/Mary	Bus Stop	1
El Camino/Mary	Bus Stop	1
El Camino/Mathilda	Bus Stop	1
El Camino/Mathilda	Bus Stop	1
El Camino/Pastoria	Bus Stop	1
El Camino/Poplar	Bus Stop	1
El Camino/Sunnyvale	Bus Stop	1
El Camino/Sunnyvale	Bus Stop	1
El Camino/Sycamore	Bus Stop	1
El Camino/Wolfe	Bus Stop	1

## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

City of Sunnyvale Public Litter Container Collection Services		
Location	Type	Frequency
El Camino/Wolfe	Bus Stop	1
617 Evelyn/Fair Oaks	Bus Stop	1
Fair Oaks/Arques	Bus Stop	1
Fair Oaks/Bryan	Bus Stop	1
Fair Oaks/California	Bus Stop	1
Fair Oaks/Cypress	Bus Stop	1
Fair Oaks/El Camino	Bus Stop	1
Fair Oaks/Old San Francisco	Bus Stop	1
Fremont/Hollenbeck	Bus Stop	1
Fremont/Mary	Bus Stop	1
Fremont/Sunnyvale-Saratoga	Bus Stop	1
Fremont/Wolfe	Bus Stop	1
Fremont/Wolfe	Bus Stop	1
Hollenbeck/Homestead	Bus Stop	1
Hollenbeck/Yellowstone	Bus Stop	1
Homestead/Mary	Bus Stop	1
Homestead/New Brunswick	Bus Stop	1
Lakehaven/Twinlake	Bus Stop	1
Mary/Evelyn	Bus Stop	1
Mathilda/California	Bus Stop	1
Mathilda/Iowa	Bus Stop	1
Mathilda/Maude	Bus Stop	1
Maude/Fair Oaks	Bus Stop	1
Maude/Sunnyvale	Bus Stop	1
N Mary/Escalon	Bus Stop	1
Old San Fran/Carroll	Bus Stop	1
Old San Fran/Fair Oaks	Bus Stop	1
Old San Fran/Fair Oaks	Bus Stop	1
Old San Fran/Wolfe	Bus Stop	1
603 Old San Francisco Road	Bus Stop	1
Reed/Sitka	Bus Stop	1
Remington/Azure	Bus Stop	1
Stewart/Duane	Bus Stop	1
Sunnyvale-Saratoga/Fremont	Bus Stop	1
Sunnyvale-Saratoga/Fremont	Bus Stop	1
Sunnyvale-Saratoga/Homestead	Bus Stop	1

## EXHIBIT B5

### CITY FACILITY SERVICE LEVELS, LOCATIONS, AND SPECIAL EVENTS

City of Sunnyvale Public Litter Container Collection Services		
Location	Type	Frequency
Washington/Sunset	Bus Stop	1
Wolfe/Fremont	Bus Stop	1
Wolfe/Maria	Bus Stop	1
Wolfe/Old San Francisco	Bus Stop	1
Wolfe/Reed	Bus Stop	1
Tasman/1237 Birchwood Avenue	Bus Stop	1
N Fair Oaks/Caliente	Bus Stop	1
W Mary/S Buena Vista/California	Bus Stop	1
622 Hollenbeck East Side/Ecr	Bus Stop	1
Jadelake/Lakehaven	Bus Stop	1
200 W Evelyn at Frances/Train Station	Bus Stop	1
1131 N Fair Oaks Avenue	Bus Stop	1
1006 W Knickerbocker Drive	Sidewalk	1
141 S Taaffe Street	Sidewalk	1
215 E Washington Avenue	Sidewalk	2
505 N Westside and S'Val-Saratoga Road	Sidewalk	2
505 S Westside and S'Val-Saratoga Road	Sidewalk	2
NW Washington and Carroll Street	Sidewalk	2
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
105 – 197 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
100 – 198 S Murphy Avenue	Sidewalk	3
NE Taaffe Near Post Office	Sidewalk	1
NW Homestead and New Brunswick Avenue	Sidewalk	1
W Hendy Avenue and N Frances Street	Sidewalk	3
674 Kirkland, cross street Ontario Drive	Sidewalk	1

**EXHIBIT C:  
PUBLIC EDUCATION AND OUTREACH  
REQUIREMENTS**

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## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

#### **1. General Administration**

The City places the utmost importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of Source Reduction, reuse, Recycling, and Composting. General provisions for public education and outreach are as follows:

1. Prior to the Commencement Date and by October 1 of each following year during the Term of this Agreement, Contractor shall develop and submit an annual outreach plan to promote the programs performed by Contractor under this Agreement. Each outreach plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how Contractor's annual public education budget (described in Section 3 of this Exhibit C) will be spent. The City Contract Manager shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without approval of the City Contract Manager. Each plan's implementation success shall be measured according to the deadlines identified and products developed. Contractor shall meet with the City Contract Manager to present and discuss the plan, review the prior year's activities (including sponsorships and services provided to City-sponsored events) and determine whether community activities and the provision of services to the City reflect the needs of City staff and the City Council. City Contract Manager shall be allowed up to thirty (30) calendar days after receipt to review and request modifications. The City Contract Manager may request, and Contractor shall not unreasonably deny, modifications to be completed prior to approving the plan. Contractor shall have up to fifteen (15) Business Days to revise the plan in response to any requested changes by the City Contract Manager. Any further delays may result in Liquidated Damages for failure to perform education and outreach activities as identified in Exhibit F. Each Business Day that the plan is late shall count as a single event/activity.
2. Upon request from the City Contract Manager, City Contract Manager and Contractor's Contract Manager shall meet up to one (1) time per quarter to discuss services, outreach, and educational campaigns and request changes or adaptations to the annual public education plan.
3. Contractor shall distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. This shall entail, at a minimum, distributing program literature to all Customers at the Commencement of the Agreement as well as to any new Customer during the Agreement Term. Contractor shall use multiple media sources including print, radio television, electronic/ social media, and events to notify Customers of the change in their service provider, if applicable, and to highlight new program offerings. Transition and ongoing sector-specific collateral materials shall be developed and distributed. Contractor shall submit all draft public education materials to City Contract Manager for review and approval at least 45 days prior to when they are needed for distribution.
4. When developing outreach, educational and promotional materials, Contractor shall work with the City to understand goals and objectives, ensure coordinated messaging, then begin drafting the content and developing a graphic mock-up. All outreach and educational materials shall be thematically branded with consistent color, font, look and feel; produced in, at a minimum, English, Spanish and Mandarin, as directed by City, when appropriate; and photo-oriented to appeal to varied

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

language and literacy levels. Materials shall also be made available in digital form, and shall be printed double-sided on 100% recycled and recyclable paper. Prior to finalizing any collateral materials, and no fewer than four (4) weeks prior to the deadline for distribution, the draft shall be provided to the City Contract Manager for a final review. The draft shall then be sent for printing and distribution.

5. Contractor shall develop and utilize Non-Collection Notices and Courtesy Notices in clear instances of Customer non-compliance, as provided in Section 4.12.2. Contractor shall develop and maintain a system of keeping records of and following up with Customers who receive Non-Collection Notices and Courtesy Notices during Collection of materials.
6. Contractor shall develop and maintain a website specific to its operations in the City, with a section specific to City programs and Customers, that will be used to post educational materials for download, highlight program successes and provide Diversion statistics.

#### **2. Public Education and Outreach Team**

To best achieve the highest possible level of public education and awareness, Contractor has proposed to employ 1 full-time equivalent staff members to coordinate and implement all public education and outreach activities as well as technical assistance in the field required by this Agreement. The public education and outreach staff shall, at a minimum, perform the following tasks:

1. Work to develop partnerships with and incorporate City program and educational activities into Contractor activities, and vice versa;
2. Prepare proposals and presentations to City entities;
3. Participate and represent Contractor in community activities;
4. Oversee Customer satisfaction of all program services, as described in Exhibit B to the Agreement;
5. Coordinate and produce the annual education and outreach plan required by Section 1 of this Exhibit C to the Agreement;
6. Coordinate implementation of the annual public education plan;
7. Perform annual visits to identify the service needs of every Customer, other than Single-Family Customers, by conducting "Diversion opportunity assessments" of Customer locations and facilities;
8. Manage follow-up Diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review;
9. Provide all Customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and Diversion activities.
10. Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each Commercial and Multi-Family Customer who will serve as a primary contact and advocate for Diversion programs within the Customer's organization;
11. Assist in planning service needs for special events and Large Venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,

## **EXHIBIT C**

### **PUBLIC EDUCATION & OUTREACH PLAN**

12. Create and distribute reports as required under this Agreement and/or requested by Agency Contract Manager.

#### **3. Annual Budget**

In addition to staffing expenses, Contractor shall spend no less than \$80,500 for the public education and outreach services described in this Exhibit C.

#### **4. Sector-Specific Activities**

The following tables present the public education and outreach activities to be performed by Contractor each Contract Year as minimum requirements under this Agreement, as proposed by Contractor in Contractor's Proposal. Each Customer Type faces unique Discarded Materials management opportunities and challenges; therefore, Contractor shall use the City's targeted, sector-specific educational materials and perform outreach activities as described for each Customer Type.



## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | All Sectors

*All printed materials also to be posted to the Company's website.*

The following general public education and outreach materials shall each be produced for the benefit of all Customer Types that receive Collection service from the Contractor.

Activity	Description	Distribution/Frequency
Newspaper Advertisements	Prepare and distribute newspaper advertisements, or other City approved format, that identify holiday Collection schedules for Thanksgiving, Christmas and New Years as well as a Spring/Fall advertisement that explains all upcoming events during that time period.	One Postcard will be mailed out in November to show Thanksgiving, Christmas and New Year's schedule. One ad in spring and one ad in fall for the Spring/Fall events.
Truck-Side Advertising	Contractor shall, on a quarterly basis and based on City-developed campaign, implement a City-wide truck-side advertising campaign to educate the public about Contractor's programs under this Agreement. Each campaign should be coordinated, in terms of both message and timing, with City. Contractor shall produce and install truck-side signage for each side of each vehicle it operates in performing services under this Agreement.	Quarterly.
SB 1383 Container Notice	At least two (2) weeks prior to providing Customers with SB 1383-compliant Containers, Contractor shall send affected Customers City-approved notices describing when and why the Container swap out will happen. Such notices shall include information about new SB 1383 compliant labels, if applicable and as described under Exhibit K.	As needed.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Single-Family & Townhouse Education and Outreach Activities

*All printed materials also to be posted to the Company's website.*

Activity	Description	Distribution/Frequency
HOA Visits	Visit homeowner associations to promote and explain the Recycling programs included in this Agreement.	At City Contract Manager or Customer request.
Corrective Action Notices	Produce a Single-Family Customer oriented Non-Collection Notice, and Courtesy Notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. Content to be discussed with City prior to production and reviewed after development and before printing.	As needed.
Holiday Collection Schedule Notification postcard	Provide written notification to all Single-Family Customers advertising holiday Collection schedule changes. The notification shall inform Customers of the schedule, acceptable and prohibited materials, and set-out requirements for the program.	At least fourteen (14) calendar days prior to event via direct mail.
Website	Contractor shall continue to provide a "Single-Family Customer" section of its website where it will present Customers with "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Single-Family Customers with links to click on for additional resources. All other Single-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Single-Family Customers within the City.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Multi-Family Education and Outreach Activities - EXAMPLE

*All printed materials also to be posted to the Company's website.*

Description	Purpose	Distribution/Frequency
SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Assessments	<p>Starting in August 2021, each Multi-Family Premises will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation. Contractor will begin contacting and meeting with each and every Multi-Family Premises starting in October of 2021 to ensure all complexes have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City Contract Manager prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Multi-Family complex and meet with the property manager or Owner of Multi-Family Premises to promote Recyclable and Organic Materials Collection and replenish Move-in Kits as needed by each Multi-Family Premises.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, Contamination prevention, and Service Level or frequency modification. During the visits, outreach material will be made available to Manager. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's Customer tracking database on a monthly basis that documents Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every Multi-Family complex to inform and assist with Organic Material Collection implantation at least once. Provide outreach material specific to SB 1383.</p> <p>Thereafter, offer in-person meetings to each and every Multi-Family complex conducted one (1) time per year, plus follow-up meetings with individual property manager, as needed. Outreach materials for Food Scraps, Recycling and Yard Trimmings Collection will be given to Manager at these annual site visit.</p>

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Move-in Kits	Distribute Move-in Kits for property managers and Owners of Multi-Family Premises to provide new tenants. Move-in Kits shall include, at a minimum, a Multi-Family Recycling guide, a move in/move out guide and an In-Home Recycling tote that clearly define the accepted and prohibited materials in the Recycling program. Move-in Kit materials will be developed by the City and digital copies provided to Contractor to print. In-Home Recycling tote will be developed and purchased by Contractor with content approved by City Contract Manager.	Distributed during Diversion opportunity assessments.
Workshops at HOA meetings	Offer and respond to requests for on-site meetings and workshops. Contractor shall conduct workshops for Customers (when requested) that will show property managers and residents, in a hands-on interactive format, how to use the Recycling and Organics program and will provide resources for additional information and support.	At Customer's request.
Christmas Tree Collection Notification and Collection coordination with Multi-Family property managers	Provide written notification to each Multi-Family property manager/Owner advertising the availability of Christmas tree Collection services. The notification shall inform managers of the schedule, accepted and prohibited materials, Collection method options (Drop Boxes, loose piles) and set-out requirements for the program. Work with Multi-Family property managers to determine appropriate set-out location for Collection.	At least fourteen (14) calendar days prior to event via direct mail, e-mail, or in-person.
Website	Contractor shall continue to provide a "Multi-Family Customer" section of its website where it will present "how-to" information for participating in Contractor-provided programs including proper Container set-outs, and provide Multi-Family Customers with links to click on for additional resources. All other Multi-Family educational materials shall be posted on this section of Contractor's website in PDF and/or video format. The website shall also publish the current Rates charged to Multi-Family Customers within the City. The website shall also provide property managers of Multi-Family Premises with an opportunity to request "Diversion opportunity assessments" or additional Move-in Kits.	At least thirty (30) calendar days prior to Commencement Date.  Updated no less than quarterly.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Commercial Education and Outreach Activities

*All printed materials also to be posted to the Company's website.*

Description	Purpose	Distribution/Frequency
Recycling Guide	Distribute and/or guide a Customer to an electronic copy of a "Recycling guide" specific to Commercial Customers. This guide will be produced by the City and include information on Collection methodologies, set out instructions, contact information, and acceptability and necessary preparation of materials for all Commercial programs described in Exhibit B3. A section of the guide addresses proper methods of handling and Disposal of Hazardous Wastes. Digital copies made available to Contractor for printing /distributing electronically.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Recyclable Materials	Distribute and/or guide a Customer to an electronic copy of a "how-to" brochure explaining the Recycling Materials Collection programs for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing/distributing electronically.	Distributed during Diversion opportunity assessments.
"How-to" Flyer: Organic Materials	Distribute and/or guide a Customer to an electronic copy of a flyer describing the Organic Materials Collection services available and how to prepare Organic Materials for Collection for each general business type (restaurants, office/Commercial buildings, strip malls, and large Commercial businesses). Flyer will be developed by City and digital copies provided to Contractor for printing /distributing electronically.	Distributed during Diversion opportunity assessments.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Waste Assessments	<p>Starting in August 2021, each business that meets the SB 1383 requirements (2cy threshold) will be sent a letter from the Contractor informing them of the requirements of SB 1383 and be given a timeline for implementation of organics Collection program. Contractor will begin contacting and meeting with each and every business starting in October of 2021 to ensure all required sites have begun the process of implementing Organic Material Collection prior to February 2022. The content of the letter shall be reviewed by City Contract Manager prior to being sent.</p> <p>Offer Diversion opportunity assessments at least one (1) time annually to each and every Commercial Customer to promote Recyclable and Organic Materials Collection and replenish Recycling guides and Recycling and Organics posters as needed by each Customer.</p> <p>During initial in-person meeting to assist with SB 1383 Organic Material Collection implementation and then annually thereafter as needed, Contractor shall perform complete walk-throughs of each facility/complex and discuss the internal and external layout with Manager; identify areas of generation, Collection, noting areas for improved infrastructure, placement, or educational materials. Contractor shall also identify major components of the waste stream by location and identify special wastes or sourced separated materials potentials. Contractor shall then make recommendations for waste reduction, Contamination prevention, and Service Level or frequency modification. Finally, Contractor shall coordinate with Customer service and operations to implement Service Level changes, as needed.</p> <p>Further, Contractor shall enter data in the City's Customer tracking database on a monthly basis documenting Customers targeted monthly, the existing Service Levels, recommendations made, and the outcome of technical assistance provided.</p>	<p>Contact by letter, then in person each and every business to inform and assist with Organic Material Collection implantation. Meet up to two times before February 22 and if not compliant, issue non-compliance notice on or after February 22, 2022.</p> <p>Annually thereafter, offer one (1) time during in-person meetings with each and every Commercial Customer, plus follow-up meetings with individual Customers, as required.</p>

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

Description	Purpose	Distribution/Frequency
Recycling and Organics Posters	Distribute (during Diversion opportunity assessments) laminated Recycling and Organics posters that provide graphic illustrations of acceptable and prohibited materials within each program. Posters will be developed by City and digital copies provided to Contractor to print and laminate.	Distributed during Diversion opportunity assessments.
Corrective Action Notices	Produce a Commercial and Multi-Family Customer oriented corrective action notice for use in instances where the Customer includes prohibited materials in a Container or fails to properly prepare or set-out Containers. The City Contract Manager to approve all content of notice prior to printing.	As needed.

## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Schools

*All printed materials also to be posted to the Company's website as well as links to teacher resources.*

Description	Purpose	Distribution/Frequency
Technical Assistance: Diversion Opportunity Assessment	Offer on-going technical assistance to schools subscribing to Contractor's services, including performing annual waste assessments, calculating Diversion rates, determining if there is adequate space for additional Food Scraps, Yard Trimmings or Recycling Containers in enclosures, recommending size and frequency of service for new Containers to schools and communicating the results to the City to improve existing school Recycling and Organics programs.	Offered to schools Upon Request.
Recycling Truck visits during school presentations	Provide a Recycling truck at schools during presentations given by City.	At City Request.



## EXHIBIT C

### PUBLIC EDUCATION & OUTREACH PLAN

#### Public Education and Outreach | Special Events

*All printed materials also to be posted to the Company's website as well as links to teacher resources.*

Description	Purpose	Distribution/Frequency
Event Exhibit	Contractor shall assist City when requested, to staff an exhibit booth and distribute promotional and educational materials at special events.	All special events listed in this Agreement.  Other events at Customer request.
Event Collection Stations	Develop signage for Event Collection Stations that will be inserted into sign holders on top of each Container and the front of each Container that provides information about what can be recycled. City Contract Manager to approve content before printing.	Used at each event.

## **EXHIBIT D: REPORTING REQUIREMENTS**

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## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data to be used, among other things to:

1. Track and evaluate provisions of Customer service.
2. Provide support for, and to determine, Contractor's Compensation.
3. Evaluate operational efficiency.
4. Evaluate status of, and progress towards meeting, programmatic requirements.
5. Provide necessary information and metrics for City use in fulfilling reporting requirements under Applicable Law.
6. Determine needs for adjustment to programs.
7. Determine Customer compliance with key regulatory requirements, including, but not limited to, AB 341, AB 1826, and SB 1383.

Report requirements are arranged in subgroupings and by the order they appear in the Agreement, without relation to relative importance.

City acknowledges that Contractor's ability to provide data in the various forms described in Exhibit D may be functionally limited by the software then in use to share data between the Parties. Should this occur, Contractor shall document such limitations for discussion with the City Contract Manager to determine how best to address City reporting needs within those limitations.

#### **1. Monthly Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City monthly in a format approved by City Contract Manager.

##### **A. Collection and Tonnage Report**

1. Computerized scale records as obtained from Approved Facility(ies), and audited by Contractor in accordance with Section 3.2.
2. Production data, including Tonnage of Discarded Material Collected by Route, by Working Day, or by worker-hour.
3. Bulky Items and Reusable Materials Tonnage Collected by Customer Type.
4. Labor allocation information (e.g., amount of time spent on-route and off-route for drivers).

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

5. Tons of each type of Discarded Material Collected per route, by Working Day, and per worker-hour.
6. Number of Containers currently in inventory and under order pending delivery, by type and size, with changes from the previous month.
7. Written description of any Contractor-initiated changes to Residential routes from the previous month.
8. All property and personal injury damage claims outstanding during the month, and their status.
9. Any changes in permit and/or regulatory status at any Contractor facility.
10. Summary of fueling station use, including total amount of fuel per route vehicle.

#### **B. Contractor Billing Report**

1. Identify new Customers billed by Contractor during previous month.
2. Provide a statement detailing Gross Receipts for Customers billed by Contractor.
3. In accordance with Section 6.3, provide a report for Customer accounts reviewed in the billing audit.

#### **C. Customer Report**

1. Number of Customers by Customer Type, Route, and Discarded Material subscription type.
2. Number and type of accounts served by route.
3. Number of locations and Containers Collected at City facilities, City parks, and schools.

#### **D. Customer Service Report**

1. In accordance with Section 4.12.1.D, total number of Customer calls received, total number of Customer calls that hang up, total number of Customer calls placed on hold, and the duration of time that each Customer call is placed on hold.
2. Number of Customer calls listed separately by Complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.). Contractor shall compile and provide a summary statistical table and / or graph of its Complaint log. City may review this report and audit selected items on a sample basis.
3. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities, presented in a graphic format.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

4. Provide status of Recycling and Organic Material participation by Multi-Family Customers and complexes. Contractor to suggest a format for City review and approval.
5. Provide status of Recycling and Organic Material participation by Commercial Customers. Contractor to suggest a format for City review and approval.

#### **E. SB 1383 Report**

1. **SB 1383 Complaints.** In accordance with Section 4.8, provide a summary of the total number of SB 1383 non-compliance Complaints that were received and investigated, including the date of Complaint receipt and investigation; the number of Notices of Violation issued based on investigation of those Complaints; and a list of all Customer Complaints that have not been resolved, in accordance with Section 4.8 of the Agreement.

#### **F. Pilot and New Programs Report**

For each pilot and/or new program, provide activity related and narrative reports on goals, milestones, and accomplishments. Describe problems encountered, actions taken and any recommendations to facilitate progress. Describe vehicles, personnel, and equipment utilized for each program.

#### **G. Other Data Submittals**

1. **Special Events.** In accordance with Section 4.7.F, provide all reports submitted to City Contract Manager in previous month for special events as listed in Section 4.7.I.
2. **Spillage.** In accordance with Section 5.3.K, document instances of repeated spillage for which a Customer is directly responsible.
3. **Illegal Dumping.** Document Customer addresses at which Collection vehicle drivers observe that Discarded Materials are accumulating and are not being delivered for Collection, or which Discarded Materials have been dumped in an apparently unauthorized manner.

### **2. Quarterly Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City Contract Manager quarterly in a format approved by City Contract Manager. Quarterly reports shall be cumulative, include information for each month of the quarter, with totals and averages as applicable, and provide the previous quarters from the applicable Fiscal Year.

#### **A. Collection and Tonnage Report**

1. Units of Used Oil jugs, Used Oil Filters, E-Waste, U-Waste.
2. For the 1<sup>st</sup> and 3<sup>rd</sup> quarterly reports, the number of Containers currently in inventory and under order pending delivery, by type and size, with changes from the previous six month period.

#### **B. Customer Billing Report**

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

1. Provide a list of Customers billed by Contractor that are forty-five (45) or more calendar days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; and method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s).

#### **C. Customer Report**

1. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Cart service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per: Single-Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and Commercial Customer.
2. Number of Bulky Item/Reusable Materials Collection events by Customer Type.
3. Number of Customers, as applicable, subscribing to each City approved service waiver by Customer Type.
4. Number and type of on-call services initiated by Contractor, in accordance with Section 4.12.1.
5. A summary list of Customers with uncommon service location agreements, in accordance with Section 5.3.E.

#### **D. Customer Service Report**

1. Number of new service requests for Customer billed by Contractor.
2. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.) as described in Section 4.12.2.
3. Number of Courtesy Collections summarized by the reason for leaving a Courtesy Notice (e.g., inclusion of non-Recyclable or non-Compostable materials, improper set-out, Hazardous Waste, etc.), including the Customer address, and material type for which the Courtesy Collection was performed, as described in Section 4.12.2.
4. Number and type of work orders proactively submitted by Contractor, in accordance with Section 5.6.I.
5. Number of hits and unique visitors to the Contractor's website.

#### **E. SB 1383 Report**

1. **SB 1383 Compliance Monitoring and Enforcement.** In accordance with Section 4.8, provide the following information regarding Contamination monitoring and enforcement:

## EXHIBIT D

### REPORTING REQUIREMENTS

- a. The total number of Hauler Route reviews conducted pursuant to Section 4.8 of the Agreement.
  - b. The number of inspections conducted by type for Commercial Edible Food Generators and Commercial Businesses.
  - c. A copy of written and/or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 4.8 of the Agreement.
  - d. The number of Multi-Family and Commercial Businesses that were included in a compliance review performed by the Contractor, as described in Sections 4.8 and 4.10, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsection H.6 of this Section, including a list with each Generator's name or account name, address, and Generator type.
  - e. The total number of Notices of Violation issues, categorized by type of Generator
  - f. The number of enforcement actions that were resolved, categorized by type of Generator.
  - g. Copies of all written notices, violations, educational materials, or other enforcement mechanisms issued to noncompliant Generators.
2. **SB 1383 Contamination Monitoring Report.** In accordance with Section 4.8, provide the following information regarding Contamination monitoring Hauler Route reviews:
- a. The number of Hauler Route reviews conducted pursuant to Section 4.8 of this Agreement;
  - b. Description of the Contractor's process for determining the level of Contamination;
  - c. Summary report of Non-Collection Notices issued, which for each notice shall include the date of issuance, Customer name, and service address;
  - d. A record of each inspection and Contamination incident, which shall include, at a minimum:
    - (I) Name of the Customer.
    - (II) Address of the Customer.
    - (III) The date the Contaminated Container was observed.
    - (IV) The staff who conducted the inspection.
    - (V) The total number of violations found and a description of what action was taken for each.

## EXHIBIT D

### REPORTING REQUIREMENTS

- (VI) Copies of all notices, and enforcement orders issued or taken against Generator with Prohibited Container Contaminants.
  - (VII) Any photographic documentation, preferably photographic, or supporting evidence;
  - e. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
  - f. A list of all Customers assessed Contamination Fees, pursuant to Sections 4.12.2 of this Agreement, reported separately by Single-Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the Contamination processing fee, and the total number of instances Contamination processing fees were assessed in the month and the total amount of fees collected in the month; And,
  - g. Any other information reasonably requested by the City or specified in Contamination monitoring provisions of this Agreement.
3. **SB 1383 Waste Composition Studies Report.** In accordance with Section 4.8, should the City elect to pursue a performance-based SB 1383 compliance approach, City Contract Manager, Approved Facility operator, and Contractor shall meet and confer to determine how best to provide the following information or similar information regarding waste composition studies conducted under City direction, and for which Contractor may or may not be directly involved:
- a. A description of the process for conducting waste evaluations;
  - b. Documentation of the results of the waste evaluation studies and the number of resulting targeted Hauler Route reviews. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and number of Generators on those Hauler Routes; the source sector (Customer Type) of the material (Single-Family, Multi-Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and any photographic documentation taken or other physical evidence gathered during the process;
  - c. Copies of all notices, and enforcement actions issued or taken against Generators that have Prohibited Container Contaminants;
  - d. Documentation of the number of loads or Containers Disposed of due to observation of Prohibited Container Contaminants, including the total weight of material disposed, and proof of consent from the City to dispose of such material if given in a form other than this Agreement; and
  - e. Any other information reasonably requested by the City or specified in Contamination monitoring provisions of this Agreement.



## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

#### **4. SB 1383 Edible Food Generator Report**

- a. In accordance with Section 4.8, provide the total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.
- b. In accordance with Section 4.8, provide the number of Commercial Customers participating in the Edible Food recovery program.

5. **SB 1383 Customer Waivers Report.** In accordance with Section 4.8.5, provide the number of waiver reverifications performed by the Contractor by month, if any, including a copy of documentation for each reverification inspection, which shall include, at a minimum: the Customer's name, address, and Customer Type; the type of waiver being verified; any photographic or other evidence collected during the inspection; and the resulting recommended conclusion by the Contractor regarding the validity of the waiver. The Contractor shall identify any Customers for which the Contractor concludes a waiver is no longer warranted.

#### **F. Pilot and New Programs Report**

No additional quarterly reporting required.

#### **G. City Services Report**

1. City facility report documenting the volume of service by Service Type received by each City Facility.
2. Updated versions of each table in Exhibit B5 for programs provided to the City as described in Exhibit B5.

#### **H. Education and Outreach Report**

1. Provide a status report of Contractor's actual activities completed and budget expended compared to the annual public education plan and budget developed pursuant to Exhibit C. For each completed item, document the results including what date the activity was performed, how many Customers were targeted or participated, and what methods were used to accomplish the task, if different from the plan.
2. Summarize the Diversion opportunity assessments provided to Customers (reporting Multi-Family separate from Commercial) by identifying the number of Diversion opportunity assessments conducted each month in the most-recently completed quarter, and contact information including address, contact names, telephone number of Persons contacted, number of Dwelling Units (for Multi-Family), and the Recyclable Materials, Organic Materials, and Solid Waste Service Level for each complex. Include any Service Level changes resulting from such visits.
3. Dates, times, and group names of meetings and events attended.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

#### **I. Other Data Submittals**

1. **C&D Collection.** In accordance with Section 4.5 and Exhibit B-3, Contractor shall separately document the following information for each Commercial Customer:
  - a.
  - b. Tonnage of C&D delivered to each Approved Facility; and
  - c. To extent that upon City direction C&D material is delivered to a facility other than the Approved Facility, calculation of the project-specific Diversion level, including C&D Transported to a City-approved facility other than the Approved Facility (Tons of C&D Recycled, Reused, or salvaged divided by Total Tons of C&D Collected).

Upon City direction, Contractor shall utilize a C&D software system to track and report such C&D data. Contractor shall provide each Customer with documentation necessary for the Customer to meet the requirements of the City's C&D ordinance.

2. **Safety Training.** In accordance with Section 5.7.F, provide documentation of employee safety training.
3. **Roster of Employees.** In accordance with Section 5.7.L, Contractor shall submit a roster of its employees. The roster shall be submitted in the quarter one (1) and quarter (3) quarterly reports.

#### **3. Annual Report Content**

In accordance with Section 6.2, Contractor shall provide the following information to City Contract Manager annually in a format approved by City Contract Manager. Annual reports shall be cumulative, with information from each previous quarter from the applicable Fiscal Year, and with totals and averages as applicable.

- A. **Summary Assessment.** Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective with regard to how well the program is operating in terms of efficiency, economy, effectiveness in meeting all the goals and objectives of this Agreement, including, but not limited to, regulatory compliance. Provide recommendations and plans to improve. Highlight significant accomplishments and problems. Results shall be compared to other similar size communities served by its Affiliates.
- B. **Vehicle Inventory.** Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31. In accordance with Section 5.4.A, provide copies of proofs of purchase of all vehicles, DMV registrations, and vehicles' insurance for all vehicles used in performing services under this Agreement.

## **EXHIBIT D**

### **REPORTING REQUIREMENTS**

- C. **Vehicle Information.** In accordance with Section 5.4.E, provide vehicle tare weights and the date of weighing for each Collection vehicle used for provision of service under this Agreement. Also, as provided in Section 5.4.A, include the following information for each Collection vehicle:
1. Route assignment (or "Spare");
  2. Fleet vehicle number (SSWR #);
  3. Contractor Department Number (e.g., 100, 200);
  4. Vehicle number (SMaRT #); and
  5. Vehicle type (roll-off, Commercial front-end loader, Residential-split Solid Waste/Food Scraps, Residential-split Recyclable Materials).
- D. **Vehicle Cleaning and Painting.** In accordance with Section 5.4.I, provide records of vehicle cleaning and painting by department, vehicle, and date.
- E. **Approved Facility Plastic Bag Allowance.** In accordance with Section 4.3, written notification that the Approved Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers Food Scraps.
- F. **Fleet Planning.** In accordance with Section 5.4.B, provide a status report that documents Contractor's Collection vehicle fleet fuel status and planning in the transition from use of compressed natural gas (CNG) to renewable natural gas (RNG) to electric vehicles.
- G. **Training.** In accordance with Sections 5.7.F, provide the most recent version of its safety policy and safety training program. In accordance with Section 5.7.J, provide Contractor employee training records.
- H. **Environmentally Preferable Purchasing Policy.** In accordance with Section 5.10, describe Contractor's environmentally-preferable purchasing activities.
- I. **Reusable Material Collection.** Provide a summary of the Reusable Material Collection and disposition services as provided for in Section 4.6.
- J. **Insurance and Bond.** In accordance with Sections 9.2 and 9.3, provide current renewal certificates of insurance and of performance bond as applicable, and required endorsements to demonstrate proof of the required coverage throughout the Term.

**EXHIBIT E:**  
**DETERMINATION OF PROJECTED ACTUAL COSTS**  
**OF OPERATIONS**

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## **EXHIBIT E**

### **DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS**

#### **1. Corroboration of Actual Costs (Incurrence and Categorization)**

- A. Corroboration of actual costs (incurred and categorized).
  - 1. Contractor's financial statement for the most recently completed year will be reviewed to determine Contractor's costs for each of the categories itemized in Section 8.3. City will determine that costs have actually been incurred and have been assigned to the appropriate category.

#### **2. Adjustment of Actual Costs**

- A. City may adjust the actual costs in two ways:
  - 1. To exclude any non-allowable costs, set out below; and
  - 2. To exclude and/or reduce any costs which were not reasonably and necessarily incurred in the performance of the services, in accordance with this Agreement. (for example, labor and equipment costs associated with the addition of routes beyond those approved through the Contractor Payment process unless agreed to in advance in writing by the City Contract Manager).
- B. Costs that are non-allowable or specifically limited consist of the following:
  - 1. Promotional, entertainment and travel expenses, unless authorized in advance by the City Contract Manager.
  - 2. Payments to repair damage to property of third parties or City for which Contractor is legally liable.
  - 3. Fines or penalties of any nature.
  - 4. Liquidated Damages assessed under Section 10.6 of this Agreement.
  - 5. Federal or State income taxes.
  - 6. Charitable or political donations.
  - 7. Rental or lease charges for Collection vehicles unless specifically required by this Agreement and authorized in advance by the City Contract Manager.
  - 8. Attorneys' fees and other expenses incurred by Contractor in any court proceeding in which City and Contractor are adverse Parties, unless Contractor is the prevailing Party in such proceeding.
  - 9. Accounting and/or legal expense related to tax return preparation, or succession planning.

## **EXHIBIT E**

### **DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS**

10. Costs relating to the acquisition of Contractor and the subsequent liquidation, dissolution or merger of Contractor or any Affiliate and the assignment of this Agreement, including additional depreciation that results from the revaluation of Contractor's assets for financial or tax accounting purposes, goodwill associated with the acquisition, and acquisition costs.
  11. Payments that relate to the termination of employment, including expenditures for expenses, claims, judgments, settlements, contract buyout payments, and severance payments, of any of the following persons:
    - a. officer,
    - b. shareholder,
    - c. management employee,
    - d. employees who are present spouses, former spouses, siblings, uncles, aunts, cousins, nieces or nephews of present or former officers, shareholders or management employees; and/or
    - e. agent.
  12. Profit on interest.
  13. Payments to directors and/or Owners of Contractor in excess of \$1,038,957 per Contract Year (such amount to be adjusted by Index CPI #9240 annually commencing with the fifth Contract Year), as shown on Exhibit E2 Directors/Owners Compensation and Exhibit G2.
  14. Facility rent charges in excess of \$800,000 per Contract Year (such amount to be adjusted by Index PPI #9340 annually commencing with the fifth Contract Year), as shown in Exhibit G2.
  15. Full-time Outreach and Education Specialist position will be reviewed during annual compensation reviews to determine the continued need for the position or the removal of the position.
- C. The costs resulting from adjustments to exclude non-allowable costs and costs that were not reasonably and necessarily incurred are:
1. Adjusted Allowed Labor-Related Costs;
  2. Adjusted Allowed Vehicle Related Costs;
  3. Adjusted Allowed Other Costs;
  4. Adjusted Allowed Net Interest and Depreciation Costs
- D. Sale or lease of assets. Contractor must sell or lease assets no longer used in City to provide services under this Agreement in an arm's length transactions for no less than fair market value. Parties shall confer in advance of asset sale, and City shall provide direction regarding determination of "fair

## **EXHIBIT E**

### **DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS**

market value", and the level and type of Contractor effort and documentation required to identify opportunities to sell assets at fair market value. Failure to comply with this requirement may result in Contractor obligation to provide City with credit against its compensation for the full fair market value.

The gain or loss on sold assets will be subtracted from or added to, as the case may be, "Projected Other Costs", and will be based upon the difference between the stated value Contractor previously used for purposes of determining Depreciation Expense as provided in this Exhibit below, and documentation satisfactory to City on the sale price. The lease revenue payments on Solid Waste assets will be based upon documentation satisfactory to the City Contract Manager.

- E. Fuel vendor payments. Payments from fuel vendors to Contractor under the fuel contracts approved by the City Manager.
- F. Sum = "Projected Other Costs for Contract Year". The projected insurance costs, Franchise Fees, and loss on sold assets will be added to the calculation of other projected costs and gains on sold assets will be subtracted from the calculation of other projected costs. Lease revenue payments on leased assets will be added to that calculation. The result is "Projected Other Costs for Contract Year".
- G. Reconciliation plus Projection of Net Interest, Depreciation, and Insurance Expense.
  - 1. Net Interest Expense (reconciled actual) plus projected). Net Interest Expense will be projected based on:
    - a. Current debt amortization schedules as they exist at the time of submission of the Request for Calculation of Contractor's Payment plus
    - b. Projected interest expense on new acquisitions during the previous and current Contract Year.
  - 2. Depreciation Expense (reconciled actual plus projected). Depreciation expense will be calculated by:
    - a. Dividing the actual purchase price of the assets by the useful operating life of each such asset listed on Contractor's fixed assets schedule at the time of submission of the Request for Calculation of Contractor's Profit, plus
    - b. Projected depreciation expense on new acquisitions during the previous and current Contract Year.
  - 3. Insurance Expense (reconciled actual plus projected). Insurance expense will be calculated by:
    - a. Reconciling the previous Contract Year's projected insurance expense with the previous Contract Year's actual insurance expense plus
    - b. Increase in projected insurance expense based on an invoice for the coming Contract Year.

## EXHIBIT E

### DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

For purposes of this calculation, assets are deemed to have the following useful lives, if Contractor owned and operated the assets within City in connection with services provided under this Agreement:

<u>Asset</u>	<u>Useful Life</u>
Office equipment (including Computers); repair equipment	5 years
Boom, maintenance container and pickup trucks	7 years
All other rolling stock, Bins, Containers, except for twelve years for Yard Trimmings carts*	10 years
Real property and improvements	30 years

\*Trucks will have a useful life of 12 years, but shall be depreciated over 10 years. Yard Waste Containers shall have a useful life of 15 years, but shall be depreciated over 10 years.

4. Sum of (1) – (3) = "Projected Net Interest, Depreciation, and Insurance"..

Examples of the computations described in this subsection are shown in Table F Interest Expense Allocation by Department (Net Interest Expense), Table E Depreciation Expense By Department (Depreciation Expense) and Tables G - J (Insurance Expense) as shown in Exhibit E1 Reconciliation and Projection Examples. These calculations are from Fiscal Year 2020/2021 and are provided solely for computational clarity.

5. Sum of (1) - (4) = "Projected Annual Costs of Operations" The sum of Projected Labor-Related Costs, Projected Vehicle Related Costs, Projected Other Costs, and Projected Net Interest, Depreciation and Insurance equal "Projected Annual Costs of Operations for the prior Contract Year".

### 3. Escalation/Projection of Adjusted Allowed Costs.

#### A. Definitions

**"Annual Percentage Change"** means the annual percentage change in any of the indices defined below calculated as described in the following paragraph.

The Annual Percentage Change for a cost index shall be calculated as the Average Index Value for the most recently available 12-month period of the then-current Contract Year minus the Average Index Value for the corresponding 12-month period of the most-recently completed Contract Year and the result of which



## **EXHIBIT E**

### **DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS**

shall be divided by the Average Index Value for the same 12-month period of the most recently completed Contract Year.

The calculated Annual Percentage Change shall be carried to three places to the right of the decimal and rounded to the nearest thousandths.

B. **"Average Index Value"** means the sum of the monthly index values during the most recently available 12-month period divided by 12 (in the case of indices published monthly) or the sum of the bi-monthly index values divided by 6 (in the case of indices published bi-monthly).

Adjusted Allowed Labor-Related Costs:

1. Escalation of Labor-Related Cost: (#9240 San Francisco/Oakland/Hayward Consumer Price Index Urban Wage Earners and Clerical Workers Index, CWURS49BSA0) = "Projected Labor-Related Costs"
  2. Projected Workers Compensation and Employee Health Insurance (quotes, *etc.*)
- C. Escalation of Adjusted Allowed Vehicle-Related Costs= "Projected Vehicle-Related Costs"
1. Escalation of Fuel
    - a. Cost of diesel, gas and oil: (#2515 05- 73-02-01 Producer Price Index #2 Diesel Fuel, WPU057303)
    - b. Cost of Compressed Natural Gas (#2515 05-51 Producer Price Index Residential Natural Gas, WPU0551)
  2. Escalation of other vehicle costs (#9340 Producer Price Index Industrial Commodities, WPU03THRU15)
  3. Sum= "Projected Vehicle-Related Costs"
- D. Escalation and Projection of Other Costs
1. "Projected Other Costs"
    - a. Projected insurance costs (based on quotes *etc.*)
    - b. Sale or lease of assets, as described in Section 2.D.
    - c. Franchise Fees, as negotiated between City and Contractor.
    - d. Escalation of other costs (#9340 Producer Price Index Industrial Commodities, WPU03THRU15).
    - e. Sum= "Projected Other Costs"

## **EXHIBIT E**

### **DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS**

- E. Reconciliation Plus Projection of Net Interest and Depreciation Expense
  - 1. Net Interest Expense (reconciled actual plus projected)
  - 2. Depreciation Expense (reconciled actual plus projected)
  - 3. Insurance Expense (reconciled actual plus projected)
  - 4. Sum = "Projected Net Interest, Depreciation, and Insurance"
- F. Sum of (B) through (E) = Projected Annual Costs of Operations

- **EXHIBIT E1      RECONCILIATION EXAMPLE**
- **EXHIBIT E2      OWNERS COMPENSATION**

## **EXHIBIT E1**

# **RECONCILIATION AND PROJECTION EXAMPLES**

**TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT**

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	Specialty Adj. FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$511,074.94	\$516,834.78	\$542,212.22	\$617,251.56	(\$25,377.44)			\$591,874.12
20 - Commercial Roll-Off	\$150,964.37	\$163,637.64	\$139,758.69	\$176,658.41	\$23,878.95	(\$12,376.50)		\$188,160.86
30 - Residential Collection	\$966,802.99	\$970,063.63	\$1,135,182.55	\$882,712.62	(\$165,118.92)			\$717,593.70
40 - Commercial Recycling	\$87,425.67	\$85,918.52	\$72,313.85	\$3,050.13	\$13,604.67	(\$14,523.74)		\$2,131.06
50 - Yard Waste Recycling	\$241,827.77	\$241,993.97	\$242,840.11	\$245,723.79	(\$846.14)			\$244,877.65
59 - Commercial Food Scraps		\$4,274.98		\$55,625.53				\$55,625.53
70 - Multi-Family Recycling	\$640,781.48	\$643,364.01	\$661,118.42	\$701,042.23	(\$17,754.41)			\$683,287.82
80 - Vehicle Maintenance	\$20,797.96	\$15,438.39	\$47,277.16	\$48,624.44	(\$31,838.77)			\$16,785.67
90 - Container Maintenance	\$40,213.11	\$33,496.31	\$60,017.07	\$41,800.60	(\$26,520.76)			\$15,279.84
00 - Administration	\$36,278.94	\$27,321.97	\$32,914.27	\$34,452.25	(\$5,592.30)			\$28,859.95
<b>Total</b>	<b>\$2,696,167.23</b>	<b>\$2,702,344.20</b>	<b>\$2,933,634.34</b>	<b>\$2,806,941.56</b>	<b>(\$235,565.12)</b>	<b>(\$26,900.24)</b>	<b>\$0.00</b>	<b>\$2,544,476.20</b>

**TABLE F - INTEREST EXPENSE ALLOCATION BY DEPARTMENT**

	Actual FY 17/18	Actual FY 18/19	Projected FY 20/21
Interest Expense	373,944.50	386,373.91	161,894.64
Less Interest Revenues	(\$7,375.99)	(\$10,378.61)	(\$7,962.64)
<b>Sub Total - Interest Expense</b>	<b>366,568.51</b>	<b>375,995.30</b>	<b>153,932.00</b>
FY 18/19 Interest Reconciliation-Increase (Decrease)			\$37,786.80
<b>Net Interest Expense</b>	<b>\$366,568.51</b>	<b>\$375,995.30</b>	<b>191,718.80</b>
	Actual FY 17/18	Actual FY 18/19	Projected FY 20/21
10 - Commercial FEL	\$0.00	\$0.00	\$0.00
20 - Commercial Roll-Off	\$0.00	\$0.00	\$0.00
30 - Residential Collection	\$0.00	\$0.00	\$0.00
40 - Commercial & Industrial Recycling	\$0.00	\$0.00	\$0.00
50 - Yard Waste Recycling	\$0.00	\$0.00	\$0.00
70 - Multi-Family / Curbside Recycling	\$0.00	\$0.00	\$0.00
80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00
90 - Container Maintenance	\$0.00	\$0.00	\$0.00
00 - Administrative	\$366,568.51	\$375,995.30	191,718.80
<b>Net Interest Expense</b>	<b>\$366,568.51</b>	<b>\$375,995.30</b>	<b>\$191,718.80</b>

**TABLE G - HEALTH & WELFARE EXPENSE BY DEPARTMENT**

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$298,347.84	\$299,619.05	\$298,483.92	\$337,781.88	\$1,135.13		\$338,917.01
20 - Commercial Roll-Off	\$66,299.52	\$68,479.44	\$69,929.76	\$75,062.64	(\$1,450.32)		\$73,612.32
30 - Residential Collection	\$667,588.20	\$653,042.49	\$524,473.20	\$713,095.08	\$128,569.29		\$841,664.37
40 - Commercial Recycling	\$63,511.04	\$56,980.20	\$69,929.76	\$75,062.64	(\$12,949.56)		\$62,113.08
50 - Yard Waste Recycling	\$165,748.80	\$174,030.41	\$174,824.40	\$187,656.60	(\$793.99)		\$186,862.61
59 - Commercial Food Scraps				\$37,531.32	\$0.00		\$37,531.32
70 - Multi-Family Recycling	\$154,386.88	\$154,293.74	\$209,789.28	\$262,719.24	(\$55,495.54)		\$207,223.70
80 - Vehicle Maintenance	\$232,048.32	\$239,678.04	\$244,754.16	\$262,719.24	(\$5,076.12)		\$257,643.12
90 - Container Maintenance	\$118,656.64	\$131,295.26	\$139,859.52	\$150,125.28	(\$8,564.26)		\$141,561.02
00 - Administration	\$0.00	\$415,848.18	\$429,252.36	\$457,639.32	(\$13,404.18)		\$444,235.14
<b>Total</b>	<b>\$1,766,587.24</b>	<b>\$2,193,266.81</b>	<b>\$2,161,296.36</b>	<b>\$2,559,393.24</b>	<b>\$31,970.45</b>	<b>\$0.00</b>	<b>\$2,591,363.69</b>

**TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT**

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$47,905.90	\$43,131.72	\$75,792.12	\$64,379.35	(\$32,660.40)		\$31,718.96
20 - Commercial Roll-Off	\$13,438.06	\$15,083.22	\$21,564.52	\$20,135.96	(\$6,481.30)		\$13,654.66
30 - Residential Collection	\$54,073.41	\$43,335.86	\$87,986.12	\$71,177.39	(\$44,650.26)		\$26,527.14
40 - Commercial Recycling	\$11,809.52	\$12,203.47	\$17,440.68	\$16,275.82	(\$5,237.21)		\$11,038.61
50 - Yard Waste Recycling	\$26,677.32	\$25,755.20	\$40,885.65	\$30,867.64	(\$15,130.45)		\$15,737.19
59 - Commercial Food Scraps				\$6,173.53			\$6,173.53
70 - Multi-Family Recycling	\$40,342.01	\$38,339.85	\$63,617.61	\$55,583.54	(\$25,277.76)		\$30,305.78
80 - Vehicle Maintenance	\$35,399.74	\$29,881.35	\$50,359.53	\$45,504.45	(\$20,478.18)		\$25,026.27
90 - Container Maintenance	\$16,972.07	\$14,025.77	\$36,801.76	\$24,496.74	(\$22,775.99)		\$1,720.75
00 - Administration	\$42,523.69	\$37,544.94	\$88,340.02	\$56,242.59	(\$50,795.08)		\$5,447.51
<b>Total</b>	<b>\$289,141.72</b>	<b>\$259,301.38</b>	<b>\$482,788.01</b>	<b>\$390,837.00</b>	<b>(\$223,486.63)</b>	<b>\$0.00</b>	<b>\$167,350.40</b>



**TABLE I - VEHICLE INSURANCE EXPENSE BY DEPARTMENT**

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$30,393.00	\$33,554.77	\$30,537.00	\$42,120.00	\$3,017.77		45,137.77
20 - Commercial Roll-Off	\$13,508.00	\$14,602.04	\$13,572.00	\$23,400.00	\$1,030.04		24,430.04
30 - Residential Collection	\$40,524.00	\$42,755.85	\$40,716.00	\$51,480.00	\$2,039.85		53,519.85
40 - Commercial Recycling	\$16,885.00	\$18,252.55	\$16,965.00	\$23,400.00	\$1,287.55		24,687.55
50 - Yard Waste Recycling	\$25,282.48	\$18,555.06	\$20,358.00	\$28,080.00	(\$1,802.94)		26,277.06
59 - Commercial Food Scraps				\$4,680.00	\$0.00		4,680.00
70 - Multi-Family Recycling	\$33,770.00	\$36,505.10	\$33,930.00	\$51,480.00	\$2,575.10		54,055.10
80 - Vehicle Maintenance	\$6,440.76	\$6,555.51	\$5,771.00	\$9,703.00	\$784.51		10,487.51
90 - Container Maintenance	\$7,364.26	\$8,847.96	\$7,189.00	\$10,362.00	\$1,658.96		12,020.96
00 - Administration	\$6,772.53	\$8,406.42	\$6,985.00	\$9,200.00	\$1,421.42		10,621.42
<b>Total</b>	<b>\$180,940.03</b>	<b>\$188,035.26</b>	<b>\$176,023.00</b>	<b>\$253,905.00</b>	<b>\$12,012.26</b>	<b>\$0.00</b>	<b>265,917.26</b>

**TABLE J - LIABILITY INSURANCE EXPENSE BY DEPARTMENT**

Department	Actual FY 17/18	Actual FY 18/19	Projected FY 18/19	Projected FY 20/21	Reconciliation FY 18/19	City Adj.	Revised FY 20/21
10 - Commercial FEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
20 - Commercial Roll-Off	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
30 - Residential Collection	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
40 - Commercial Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
50 - Yard Waste Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
70 - Multi-Family Recycling	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
90 - Container Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		-
00 - Administration	\$224,929.35	\$220,291.27	\$208,183.00	\$262,183.00	\$12,108.27		\$274,291.27
<b>Total</b>	<b>\$224,929.35</b>	<b>\$220,291.27</b>	<b>\$208,183.00</b>	<b>\$262,183.00</b>	<b>\$12,108.27</b>	<b>\$0.00</b>	<b>\$274,291.27</b>

## **EXHIBIT E2**

# **DIRECTORS/OWNERS COMPENSATION**

**EXHIBIT E2 Directors / Owners Compensation**

**BAY COUNTIES WASTE SERVICES, INC.  
dba Specialty Solid Waste and Recycling**

BCWS has stated that total owner/senior management allocated compensation will not exceed \$1,038,950.00 for the initial Rate Period, with subsequent cost of living adjustments annually commencing with the fifth Rate Period.

In addition to the four key positions referenced above, BCWS has available to them the resources of highly qualified individuals from the respective member companies. It is management's intent to utilize specific expertise, which will benefit both the City and BCWS. It is our intent to provide compensation to such individuals, for specific time worked.

There will be no compensation paid to any individuals on an absentee basis. We intend to fund all owner-related "labor" contributions to the Sunnyvale operation from the total owner compensation allotment of \$1,038,957.00.

This arrangement provides BCWS the availability of "area experts" in areas such as yardwaste collection, computer technology, shop maintenance, equipment purchasing, etc. Additionally, the Operations Officer will also serve as Route Supervisor, which far exceeds those responsibilities currently included at Specialty. This overall owner / senior management compensation allotment does not exceed the current Specialty allocation, and we would expect to pay for such position responsibilities.

**EXHIBIT F:  
PERFORMANCE STANDARDS AND LIQUIDATED  
DAMAGES**

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## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

City wishes to establish standards of performance under the Agreement in each of the five (5) "Performance Areas" listed below. The City Contract Manager may monitor Contractor's performance in each of those areas based on the "Specific Performance Measures" within that performance area. If the City Contract Manager determines that Contractor has failed to meet the performance standard established for any "Specific Performance Measure", the City may assess Liquidated Damages pursuant to Section 10.6 of the Agreement. Liquidated Damages, if assessed, shall only be assessed for the number of events, days, or other measure in excess of the acceptable performance level.

#### 1. Performance Area: Service Quality and Reliability

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Missed Collections	Each Service Opportunity where Contractor fails to Collect a Container from a Customer who properly placed said Container for Collection, unless Contractor leaves a Non-Collection Notice specifying the reasons for non-Collection and available remedies.	Five or fewer occurrences per calendar year	\$300/Event
2.	Failure to Return Empty Container	Failure to properly return empty Carts or Bins to the Collection location, or to place Carts upright with lids closed.	Fifteen or fewer occurrences per calendar year	\$50/Event
3.	Failure to Replace Used Oil Recovery Kit	Failure to leave a clean Used Oil Recovery Kit following Collection of a full Used Oil Recovery Kit	Five (5) or fewer occurrences per year	\$150/Event
4.	Failure to Clean Up Spillage	Each failure by Contractor to clean up: (1) any items or materials spilled during the Collection of a Container; or, (2) any fluids spilled or leaked from a Container or Collection vehicle prior to leaving the Collection location.	Five (5) or fewer occurrences per calendar year	Item 1: \$150/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
5.	Damage to Property	Each event of damage to either public or private property as a result of Collection activity sufficient to result in an insurance claim, including without limitation Curbs, sidewalks, landscapes, Container enclosures and gates, signs, light fixtures, and overhead wires and cables.	No acceptable failure level	\$300/Event
6.	Damage to Public Streets	Each event of damage to Public Streets within the City caused by Contractor, including tire marks.	No acceptable failure level	\$500/event or actual cost of repair to City's satisfaction if above \$500.
7.	Notification of Injury to Member of the Public	Each failure to notify City Contract Manager within one day following injury to a member of the public sufficient to result in a report to City Department of Public Safety.	No acceptable failure level	\$2,000/event
8.	Failure to Provide/ Utilize Required Vehicles/Equipment	Failure to provide and utilize required vehicles and communications equipment as specified in this Agreement.	No acceptable failure level	\$100/Item/Day
9.	Failure to Obtain Acquisition Pre-Approval or to Provide City Required Vehicle Data	Failure to: (1) Obtain pre-approval of proposed acquisitions of new vehicles or (2) Provide to City vehicle specifications, purchasing costs, taxes, and insurance for purchased, borrowed and reconditioned vehicles within 30 days of purchase, borrow, or reconditioning.	No acceptable failure level	\$500/vehicle/day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
10.	Unlicensed Vehicle Operator	Failure to have a vehicle operator properly licensed.	No acceptable failure level	\$1,000/Operator/Day
11.	Failure to Display Contractor's Name	Failure to display and maintain visibility of Contractor's name and Customer service phone number, and website on Collection vehicles, Bins and other Containers.	No acceptable failure level	\$100/Instance/Day
12.	Failure to Wear Uniform	Failure to have Contractor personnel in proper uniform.	No acceptable failure level	\$100/Person/Day
13.	Discourteous Behavior	For each occurrence of discourteous behavior of Contractor's employees to a Customer.	None	\$1,000/Event
14.	Inaccurate Billing; Charging Rates not Approved by City	Each Complaint received where the Contractor billed a Customer in error. Inaccurate billing may include either 1) over- or under-charging of the Customer relative to the approved Rates for services, or 2) charging Customer a Rate that is not on the City-approved Rate schedule.	Item 1: Less than five (5) per one thousand (1,000) bills issued.  Item 2: No acceptable level.	Item 1: \$100/Event  Item 2: \$500/Event
15.	Overweight Vehicles	Loading Collection vehicles in excess of State or local weight restrictions.	No acceptable failure level	\$500/Overweight Load
16.	Uncovered Loads	Failure to comply with California Vehicle Code requirements for covering materials in Collection vehicles.	No acceptable failure level	\$500/Uncovered Load



## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
17.	Failure to Cure in Timely manner	Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in Section 10.2.	No acceptable failure level	\$500/Day
18.	Failure to Perform Other Requirement	Each failure to perform any obligation of the Agreement not specifically stated above.	No acceptable failure level	\$100/Event

#### 2. Performance Area: Customer Service

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Route Service and/or Provide Move-in Kits (if required to do so by City)	Any failure by Contractor to deliver a Container and begin providing Collection to a Customer, at the level of service requested by said Customer, within seven (7) Working Days of receiving such request. This may include a new Customer receiving new service or an existing Customer requesting a change in or addition to existing Service Levels. This may also include delivering Used Oil Recovery Kits, Move-in Kits, and PRTs to Customers upon request.	Five (5) or fewer per calendar year	\$300/Event
2.	Failure to Exchange Container at Customer Request	Any failure by Contractor to exchange Container within seven (7) Working Days of notification that a change in the size or number of Carts or Bins is required.	No acceptable failure level	\$100/Container/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
3.	Failure to Replace Damaged Container	Any failure by Contractor to replace a damaged or defaced Container within the timeline required in Section 5.6.	Five or fewer per calendar year	\$100/Container/Day
4.	Failure to Report and/or Resolve Complaint	Any failure to: (1) report Customer Complaints to City Contract Manager as required or (2) neglect by Contractor to resolve each Complaint within the time set forth in this Agreement.	Item 1: Fewer than one (1) per one hundred (100) Complaints  Item 2: No acceptable failure level	Item 1: \$150/Event  Item 2: \$500/Event
5.	Failure to Leave Non-Collection Notices	Failure to leave a Non-Collection or Courtesy Notice for a Customer when Containers are not Collected due to, for example, improper set-out, overflow, lack of access, unsafe conditions, Contamination of contents.	Five (5) or fewer per calendar year	\$300/Event

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
6.	Failure to Answer Phones	Any failure by Contractor to answer a telephone call from a Customer during normal business hours. A call is considered to be not answered if the Customer does not speak with a live operator. (A call is considered to be answered if the Customer hangs up or abandons the call following a hold time of less than three (3) minutes.) Any failure to have a Customer service representative answer a phone call within a two (2) minute average for any month and/or for each single caller having to wait more than ten (10) minutes.	Five (5) or fewer per one thousand (1,000) Calls Received Under this Agreement	\$50/Event
7.	Failure to Maintain Office Hours	Failure to maintain office hours as required by this Agreement.	No acceptable failure level	\$100/Event
8.	Provision of Inaccurate Information	Each event of a Customer Service Representative providing inaccurate information in response to a Customer question or Complaint.	No acceptable failure level	\$50/Event
9.	Unauthorized Hours of Operation	Each occurrence of Contractor Collecting from Customers during unauthorized hours.	Five (5) or fewer per calendar year	\$500/Event
10.	Failure to Conduct Route Audits	Failure to conduct Route Audits as required by this Agreement.	No acceptable failure level	\$150/Event /Day
11.	Failure of Management to Respond to City Query or Request within Required Timeframe(s).	Failure to respond to City query or request within the required timeframe(s) as specified in Section 3.6.	No acceptable failure level	\$500/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 3. Performance Area: SB 1383; Diversion

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Conduct Route Monitoring and/or Sampling	Failure to conduct route monitoring, lid flipping, and/or Container sampling, impeding or preventing the City from providing timely and accurate reporting to the State or to SMaRT partner jurisdictions, as required by Section 4.8 of this Agreement.	No acceptable failure level	\$5,000/Event
2.	Failure to Properly Apply Contamination Protocol as Provided in Section 4.12.2.	Failure to leave City-approved tags for contaminated Containers, and to complete required protocol.	Five (5) or fewer per calendar year	\$250/Event
3.	Failure to Change Container Lids and/or Labeling as Required in Section 4.8.3.	Each failure to change a Container lid and/or label as required in Section 4.8.3.	Five (5) or fewer per calendar year	\$50 per Container
4.	Failure to Perform Education and Outreach Activities	Each individual failure by Contractor to develop, produce, and distribute public education material or perform community outreach activities in the form and manner required under Exhibit C to this Agreement.	No acceptable failure level	\$500/Activity
5.	Failure to Provide Generator Technical Assistance	Each individual failure to provide Generator technical assistance to a Commercial or Multi-Family Customer in the manner required under Section 4.10 to this Agreement.	No acceptable failure level	\$50/Generator

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

#### 4. Performance Area: Facilities

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Delivery to Non-Approved Facility	Each individual occurrence of delivering materials to a facility other than an Approved Facility.	No acceptable failure level	\$5,000/load
2.	Mixing Materials During Collection	Each individual Container that is Collected by Contractor in a vehicle or vehicle compartment intended or designated for the purpose of Collecting a different material type (e.g. Recyclable Materials Collected in Solid Waste vehicle, Solid Waste Collected in the Food Scraps compartment of a FoodCycle vehicle, etc.)	Five (5) or fewer per calendar year	\$1,000/Container

#### 5. Performance Area: Reporting

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
1.	Failure to Submit the Report on the Monthly Audit of Billings	For each failure to timely submit the report on the monthly audit of billings as required by Section 4.11.C.	No acceptable failure level	\$500/Each Day Report is Late
2.	Failure to Submit Annual Compensation Application on Time	For each failure to timely submit the annual compensation application as required by Section 8.3.	No acceptable failure level	\$500/Each Day Application is Late
3.	All Other Late Reports	Each occurrence of a report, as required under Exhibit D to this Agreement, being submitted after the due date. Reports shall be considered late until they are submitted in a complete and accurate format.	No acceptable failure level	\$250/Report/Day

## EXHIBIT F

### PERFORMANCE STANDARDS & LIQUIDATED DAMAGES

Item	Specific Performance Measure	Definition	Acceptable Performance Level	Liquidated Damage Amount
4.	Misleading/ Inaccurate Reporting	Each occurrence of Contractor providing misleading or otherwise inaccurate information or reporting to City under or in regard to this Agreement. Typographical, cell reference, mathematical, and/or logic errors shall not be considered legitimate excuses from this requirement, nor shall ignorance.	Errors less than \$5,000 and/or that do not impede or prevent timely and accurate reporting to regulatory agencies or to SMaRT partner jurisdictions; or to the extent based on inaccurate information prepared by City consultants	\$250/Event
5.	Failure to Correct Submittal of Inaccurate Data in a Timely Manner	Failure to correct submittal of inaccurate data within three (3) Business Days (or such other time period as may be agreed to in writing between City and Contractor) of notification by City.	No acceptable failure level	\$500/ Day
6.	Failure to Maintain or Provide Access to Records	Each occurrence of City Contract Manager requesting information required to be maintained by Contractor where Contractor fails to provide such information.	Less than five (5) calendar days after report due date	\$500/Event

By placing Designee's initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of Liquidated Damage provisions of the time that the Agreement was made.

Contractor

City

Initial Here: \_\_\_\_\_ Initial Here: \_\_\_\_\_

# **EXHIBIT G**

## **CONTRACTOR'S PROPOSAL**

- **EXHIBIT G1 – TECHNICAL PROPOSAL**
- **EXHIBIT G2 – COST FORMS**
  - 1. **OPTION A TEN YEAR**
  - 2. **OPTION B TEN YEAR + FIVE YEAR**
- **EXHIBIT G3 – PROPOSAL REVIEW AND NEGOTIATION DOCUMENTATION**
  - 1. **TERM SHEET**
  - 2. **FINAL DEAL POINTS**
  - 3. **FUELING STATION DETAIL**
- **EXHIBIT G4 – IMPLEMENTATION PLAN AND SCHEDULE**
- **EXHIBIT G5 – APPROVED SUBCONTRACTORS**
- **EXHIBIT G6 – SB 1383 IMPLEMENTATION ASSUMPTIONS**
  - 1. **TRUCK PURCHASES**
  - 2. **SB 1383 SERVICE ROLLOUT ASSUMPTIONS**



# **EXHIBIT G1 TECHNICAL PROPOSAL**

# Sunnyvale



## Response to Request for Proposals for Single-Source Collection Services



Solid Waste and Recycling  
May 15, 2020










May 15, 2020

## Response to Request for Proposal for Single-Source Collection Services

Dear Mr. Jim McHargue,

Please find enclosed our complete response to your Request for Proposals. As you know, Specialty Solid Waste & Recycling (Specialty) has a long and committed relationship with the City of Sunnyvale (City). This proposal is the work of thoughtful and enthusiastic personnel who are dedicated to the continuation of exemplary services with the City. We understand the needs and requirements of the City and that future collection operations will demand innovation, commitment to customer service, investments in environmental sustainability, and enhanced diversion of waste to meet both the requirements of new solid waste legislation, and more importantly the expectations of our City and its customers.

We have integrated our broad proposal topics into the proposal, highlighting areas to demonstrate how these items reinforce our current, expanded and enhanced service programs. We would like to call your attention to some specific items in our proposal for your consideration:

-  Two cost schedules over a 7-year and 10-year contract to provide savings to the City
  - ✓ Additional, innovative, cost saving measures to benefit the City and its customers
-  Direct investment into edible food recovery infrastructure
  - ✓ Above and beyond support for the City to meet the requirements of SB 1383 and improve the health and welfare of the community
-  Continued commitment to best in class technology
  - ✓ Enhanced technology that provides significant improvements to customer service, routing and reporting to the City.
-  Value added subcontractors who have been selected for their experience and subject matter expertise
-  Sustainable fleet and operations program
  - ✓ Commitment to pilot electric garbage collection vehicles as technology becomes available
-  Dedication to customer service and safety
  - ✓ Continued exemplary training and operations program, reinforced by added technology and expert subcontractors.
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.



Please note that our Cost Forms and SB 1383 Compliance element, Section 3.4.8, are considered confidential trade secret information and not subject to Public Records Act disclosure. They have therefore been marked as "Trade Secret Information – Confidential and Proprietary" consistent with guidance received from our legal expert.

I, Jerry Nabhan, have the right to bind the company, as evidenced by the Secretary's Certification provided in Section 6 of this proposal.

We look forward to the future working in lockstep with the City to provide the highest levels of collection services for our customers.

Best regards,

A handwritten signature in black ink, appearing to read "Jerry Nabhan".

Jerry Nabhan  
Chief Operating Officer  
Specialty Solid Waste & Recycling

## Table of Contents

1.0 Technical Proposal Summary.....	6
2.0 Introduction.....	8
2.1 The Beginnings of Specialty Solid Waste and Recycling.....	8
2.2 Specialty's Historical Highlights .....	8
2.3 Specialty's Environmental Accomplishments .....	9
2.4 Community Involvement .....	10
2.5 Current Management and Key Personnel .....	11
2.6 Collective Bargaining Agreement.....	25
2.7 Subcontractors.....	26
3.0 Technical Proposal .....	27
3.1 Proposal Highlights.....	27
3.2 Broad Proposal Topics .....	29
3.2.1 Strong and Responsive Management .....	30
3.2.2 Technology .....	30
3.2.3 Customer Service.....	32
3.2.4 Enhanced Company Responsibilities and Training .....	32
3.2.5 Use and Management of Subcontractors .....	33
3.2.6 Recordkeeping and Reporting.....	34
3.3 Core Collection Services .....	35
3.3.1 Single-Family Residential Collection Services.....	36
3.3.2 Multi-Family Dwelling Collection Services .....	39
3.3.3 Commercial Collection Services .....	43
3.3.4 Construction and Demolition Debris Collection .....	46
3.3.5 City Collection Services .....	47
3.3.6 Single-Family Home Bulky Item Collection .....	49
3.3.7 Special Event Collection .....	50
3.3.8 Customer Service.....	51
3.3.9 Emergency Collection Service .....	53
3.4 New or Modified Services.....	58
3.4.1 Multi-Family Organics.....	59
3.4.2 Commercial Organics .....	70
3.4.3 Multi-Family Bulky Collection (Pilot) .....	75
3.4.4 Bulky Collection Reuse.....	81

3.4.5 City Facilities, Parks and Schools .....	86
3.4.6 Technical Assistance .....	89
3.4.7 Program Timeline and Implementation.....	92
3.4.8 SB 1383 Compliance .....	99
3.4.9 Cart Washing .....	129
3.4.10 Downtown Service Area.....	130
3.4.11 Enhanced Technology .....	133
3.4.12 Vehicle Fleet and Fuel.....	141
3.4.13 Safety Tracking .....	148
3.5 Specialty Proposals.....	151
3.5.1 Early Service for Downtown Development .....	151
3.5.2 Edible Food Recovery Infrastructure Support .....	152
4.0 Cost Proposal Forms .....	156
5.0 Exceptions to Draft Agreement .....	157
6.0 Completed Forms.....	158
7.0 Signed Addenda .....	160
8.0 Attachments .....	188

## 1.0 Technical Proposal Summary

Specialty Solid Waste and Recycling (Specialty) is known in the industry as an early adopter of technology, with a reputation for leadership within the community, has customer service that sets the standard for other companies, and has pride in its commitment to the safety of its personnel and the community. This proposal presents a significant enhancement of its current service offerings that will lead the City of Sunnyvale (City) into the future to meet the next phase of solid waste collection and diversion programs head on.






Specialty has prepared this proposal to fully capture current services and the needed modifications that would allow the City to meet the requirements of SB 1383. Additionally, Specialty has created a reserve fund where \$100,000 will be set aside in year 1 and year 2 as a contingency if additional SB 1383 programs are needed, outside of the scope of this proposal. There are several points that Specialty would like to highlight for the City of Sunnyvale:

### Enhancement of Services While Remaining Cost Competitive

Specialty has collected detailed data to thoroughly measure the cost impacts of new programs as requested in the City of Sunnyvale Single Source Collection Services Request for Proposals (RFP). We are committed to continue our partnership with the City of Sunnyvale, with a common goal to provide top notch waste and recycling collection services while keeping in mind costs must be reasonable for the City's residents and businesses. The City and Specialty must be in full compliance with SB 1383. To demonstrate Specialty's commitment to its partnership with the City, all areas of potential cost savings have been explored and summarized here, and in the "Executive Summary" tab of the cost proposal forms (Section 4.0).

Total costs for Specialty (Contractor Compensation), including all proposed programs for compliance with SB 1383 and to enhance services within the City, is estimated to increase 18.3% from the final year of the existing contract, to the first year of the new contract<sup>1</sup>. The increase is reduced further once depreciation is removed from core services, bringing this down to a 15% increase for the first year of the new contract, assuming all services are selected. These highly competitive programs utilize several innovative measures to assist the City in reducing these costs.

These include:

-  A freeze on executive compensation;
-  A freeze on rent charges;
-  A change in credit card vendor for cost savings;
-  No profit on interest charges; and
-  Owner contribution towards an edible food recovery infrastructure.

These items provide a significant savings to the City over the course of the contract amounting to almost \$800,000 over the course of 10-years. To further maximize additional cost saving efforts, Specialty has prepared multiple schedules under the assumption of a 10-year contract and a 7-

---

<sup>1</sup> This increase assumed a 10-year contract is agreed to. Costs increase by 21% under a 7-year contract term.





year contract. There are several long-term goals that must be achieved by Specialty and the City. A longer contract would be beneficial for both parties to achieve maximum results. Capital costs are generally depreciated over 10-years for the 10-year contract proposal, and 7-years for the 7-year contract proposal. Comparing these depreciation schedules, using present value calculations, we are able to save an additional \$38,131 for every \$1 million of incurred capital costs.

### Operational Highlights

In addition to the cost saving innovations, Specialty has provided numerous operational enhancements in the proposal. These include:

#### **Commitment to technological innovation**

- ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City.
- ✓ The ability for our proposed technology platform, Soft-Pak, to work effortlessly with Recyclist, so the City of Sunnyvale may continue to report AB 341, AB 1826, AB 901, and SB 1383 metrics in actionable and easily understood reports.

#### **Subcontractors to enhance our customer service**

- Subcontractors provide technical expertise in their field to allow Specialty to focus on core business operations.
- Subcontractors have been included to assist in container swap-out and labelling, technical assistance, downtown collection services, and clean-fueling infrastructure and supply.

#### **Sustainable fleet operations**

- Investment in clean-CNG, procurement of RNG, and piloting and transitioning to electric vehicles as technology becomes available

#### **Edible food infrastructure support for Sunnyvale**

- Specialty has proposed providing a one-time investment into the purchase of a collection vehicle to service Tier 1 and Tier 2 vehicles.

#### **Dedication to customer service and safety**

- Specialty has provided a thorough and comprehensive employee training program that focuses on service and safety. Our commitment to our employees and our customers is paramount to our operations.

#### **Disaster response program**

- Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.

Specialty invites the City to review this proposal and looks forward to working collaboratively with the City to provide best in class collection services to the City of Sunnyvale.



## 2.0 Introduction









### 2.1 The Beginnings of Specialty Solid Waste and Recycling

Specialty Solid Waste and Recycling's roots date back to 1927 when it first began collecting materials in the City of Sunnyvale. Originally named Specialty Garbage and Refuse Service, it was incorporated in 1960, and was renamed Specialty Solid Waste and Recycling in 1991 to reflect a business model that focuses on recycling programs and diversion programs. In 1993, Bay Counties Waste Services Inc. (BCWS) took over the operations as Specialty Solid Waste & Recycling<sup>2</sup>.



Specialty's staff remains multi-generational, which maintains its ties all the way back to 1914 when garbage was collected and sorted in open top trucks. This connection to the past allows the company to reflect on the tremendous experience and history represented in the Company's ownership. The open top trucks have long been replaced with a fleet of compressed renewable natural gas trucks that are quiet and clean. Specialty is an active member of The Climate Registry, where we have been voluntarily reporting and third-party verifying our greenhouse gas emissions beginning with a base year of 2002. This reporting has allowed us to look for opportunities to lower our greenhouse gas emissions each year.

### 2.2 Specialty's Historical Highlights

-  1927: Specialty Garbage and Refuse Service begins collection programs in Sunnyvale.
-  1960: Specialty Garbage and Refuse Service is incorporated.
-  1991: The company is renamed to Specialty Solid Waste and Recycling (SSWR). It takes over curbside recycling program and implements a commercial cardboard recycling.
-  1993: Specialty is purchased by Bay Counties Waste Services Inc. and rolled out automated collection vehicles.
-  1994: Residential green waste program begins.
-  1995: Oil filter recycling is added to motor oil residential curbside recycling programs.
-  1996: A two-cart multi-family dwelling (MFD) recycling collection program is implemented for newspaper (fibers) and metal, plastic, and glass containers. Motor oil and oil filter collection are also provided to all MFDs.
-  2000: Residential Co-Collection program is rolled out, which incorporates split body trucks and divided carts.

<sup>2</sup> BCWS was formed November 1992 by partners Pleasanton Garbage Service and South San Francisco Scavenger to acquire Specialty Solid Waste and Recycling. Later, BCWS' Board of Directors took the appropriate action renaming Specialty Solid Waste to Bay Counties Waste Services.

- 🌱 2001 Specialty begins transitioning the diesel collection vehicles to cleaner burning and more environmentally friendly Compressed Natural Gas (CNG).
- 🌱 2003 Began hosting Dinner at the Dump which has now raised over half a million dollars, all donated to non-profit organizations in Sunnyvale to help those members with much needed quality of life services.
- 🌱 2004 Design, Implementation, and use of GPS and RFID technology
- 🌱 2008 Specialty began Choice Collect which ended unlimited garbage service and transitioned to all 1-man, automated trucks
- 🌱 2011 Specialty begins tracking their carbon footprint and obtaining verification from the Carbon Registry. Specialty has shown their operations to be 'Net-Zero' greenhouse gas emissions, as defined by the Air Board, since 2002 offsetting between 20 to 30 times their GHG emission each year through recycling.
- 🌱 2012 Specialty operated a 100% CNG fleet
- 🌱 2014 Specialty began transition to using Renewable Natural Gas
- 🌱 2015 Specialty started pilot program collecting Food Scraps from restaurants and commercial sites. This was then expanded to a full Monday through Friday route
- 🌱 2017: Specialty rolls out the FoodCycle Program that provides divided containers for garbage and food scraps.
- 🌱 2018 Specialty completed the transition to Renewable Natural Gas – 100% RNG






## 2.3 Specialty's Environmental Accomplishments

Specialty is committed to helping Sunnyvale protect the environment by promoting recycling programs and services to conserve resources. Each month, Specialty collects and sorts 100 tons of recyclable material to give it a second life. To collect these resources, Specialty uses low emissions compressed natural gas vehicles, which emit fewer greenhouse gases than the diesel fuels most collection services rely upon. Additionally, Specialty procures only compressed natural gases that are from renewable sources, and thereby does not contribute to fracking. The total benefit of the programs is a collection fleet that has 53% less greenhouse gases than a typical diesel fleet. Further, Specialty has increased its carbon efficiency of its operations. This means that operationally, Specialty has expanded its collection operation while increasing its efficiency.






Specialty commits to:

- 🌱 Using the best available near zero or zero emission vehicles through renewable and low carbon fuels, and/or electrification for the collection and support fleet of vehicles.
- 🌱 Use routing software and industry best practice to increase and maintain the efficiency of its collection operation.

-  Encourage the recycling and composting of materials through right-sizing and adequate service level offerings, partnered education and outreach programs with the City, route audits and regular evaluations of programs.
-  Continue the environmental preferable purchasing policy of its Administrative Office.
-  Continue to support the City and the broader community in sustainability and quality of life initiatives.

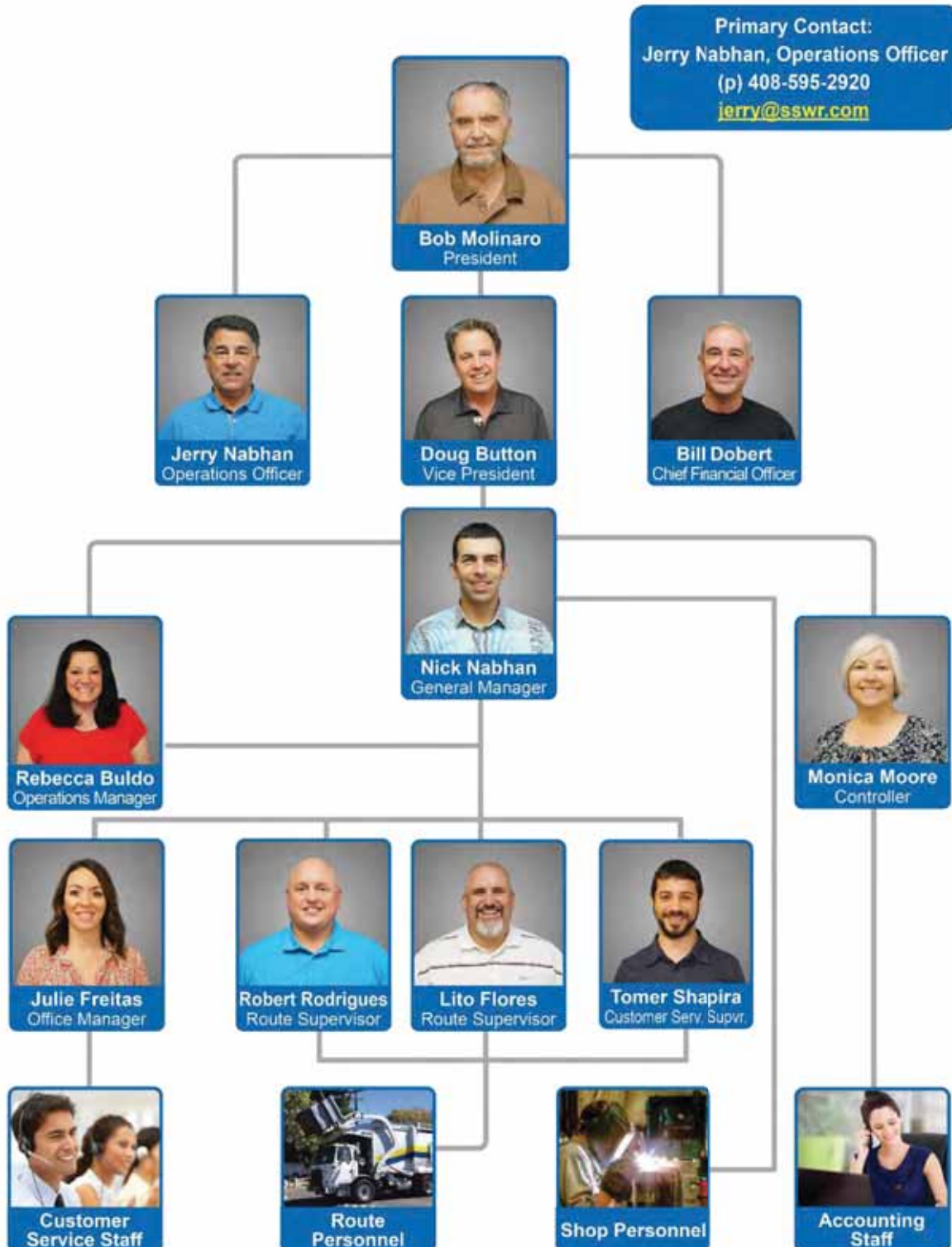
## 2.4 Community Involvement

Specialty is well known for the range of community services it supports within Sunnyvale. The list below provides a snapshot of the activities and community groups Specialty is actively involved in.

- |  |   |
|--|---|
|  Sunnyvale Chamber of Commerce    |  Sunnyvale Leadership              |
|  Sunnyvale Rotary Club            |  Lakewood Community Holiday        |
|  Sunnyvale Community Services     | Parade  |
|  Dinner at the Dump               |  Implementing Recycling Programs   |
|  Fit & Fun Fair                  | at Schools  |
|  Sunnyvale School Presentations |  Sunnyvale Community Services    |
|  Sunnyvale Art & Wine Festival  |  Tip-a-Cop                       |
|  Sunnyvale Downtown Association |  Firefighter's Pancake Breakfast |

## 2.5 Current Management and Key Personnel

The following section provides an overview of the individuals at Specialty that have committed themselves to the continued, successful collection program in the City of Sunnyvale.



## Robert Molinaro



**President**

**Phone: 925-580-1146**

**Email: gmcstamp@aol.com**

Robert Molinaro is President of Specialty Solid Waste and Recycling. He also owns and operates Pleasanton Garbage Service (PGS) of Pleasanton, California. Bob has over 65 years' experience owning and operating a garbage company, and nearly 50 years operating a materials recovery facility and transfer station. Bob's experience at the Sunnyvale Material Recovery and Transfer Station (SMaRT) makes him a valuable member of the Specialty team. Recently, Bob oversaw the transition of the PGS operation to a new computer system (Tower) for customer service and billing. This new software has many customer services benefits, as well as enhanced reporting for the City.

### Work Experience

#### Shareholder, President

##### Pleasanton Garbage Service: 1969 – Present

- Mr. Molinaro is actively involved in general oversight of daily operations.
- Implemented collection services in Pleasanton in 1969 to 12,000 households which has grown to over 60,000 households today.
- Designed and developed the transfer facility, PTS, located on the Pleasanton Garbage Company site, and managed the transfer of all MSW to a disposal facility.
- Pioneered first fully automated collection services in the Bay Area.
- Together with the City of Pleasanton, Mr. Molinaro developed a recycling program featuring picking out recyclable materials from residential MSW at his materials recovery facility.

#### Shareholder, President

##### Bay Counties Waste Services: 1993 – Present

- Mr. Molinaro is responsible for maintaining labor relations and conducting Union negotiations; and
- Makes decisions relative to collection system changes and major equipment purchases.

#### Shareholder

##### South San Francisco Scavenger Co: 1952 – 1969

Mr. Molinaro managed the transition of collection operations in the commercial division throughout periods of technological advancement.





## Jerry Nabhan



**Operations Officer**

**Phone: 408-565-9900**

**Email: jerry@sswr.com**

Jerry Nabhan is the Operations Officer of Specialty Solid Waste and Recycling. Mr. Nabhan is responsible for general oversight of both Specialty Solid Waste and Recycling and the SMaRT Station. He was responsible for converting the entire fleet at Specialty to CNG, worked with AirTrac to put a GPS tracking system in all trucks that reports back to the office when a container has been serviced, put cameras in all trucks that monitor drivers, and worked with the insurance company on a safety program that monitors drivers behavior.

### Work Experience

#### Bay Counties Waste Services: 1993 to Present

- Mr. Nabhan acts as Company liaison with City staff and City officials.
- Manages all public relations activities.
- Maintains labor relations and conducts Union negotiations.
- Prepares cost analysis/productivity reports.
- Hires employees and schedules work for 75 Full time employees.
- Performs database administration.
- Develops and implements new service programs.
- Assists in technical research and procurement of new collection vehicles.

#### Shareholder, Operations Manager

##### Blue Line Transfer: 1986 – 1993

- Mr. Nabhan acted as Safety Coordinator and initiated employee incentive programs.
- Developed and implemented programs for SB 198 compliance.
- Held bi-monthly safety meetings for 68 employees.
- Managed purchasing and maintenance of Blue Line vehicles.
- Aided in the design development for the Blue Line Transfer Facility.
- Supervised route and shop personnel.
- Developed daily inspection procedures.
- Developed software and computer billing system.
- Is a member of the National Safety Council.

### Education/Coursework

- Labor Relations
- Stress Management
- General Management
- Time Management
- Computer Software/Hardware Development

### Organizations/Interests

- Director, City of Sunnyvale Chamber of Commerce Business and Development Committee
- Member, Board of Directors, Sunnyvale Rotary Club
- Member, California Refuse Removal Council
- Past President, Clara Mateo Garbage Collector's Association

## Doug Button



**Vice-President**

**Phone: (650) 589-4020**

**Email: dougb@ssfscavenger.com**

Mr. Button is Vice President of Specialty Solid Waste Board of Directors. He also holds the position as General Manager of South San Francisco Scavenger Company. Mr. Button has approximately 35 years of experience in the solid waste and recycling industry and has notably overseen the build and operations of the Anaerobic Digestion Facility that generates renewable natural gas for the collection operation. His impressive knowledge and contributions toward the industry and the businesses he owns and operates make him a highly valuable member of the Specialty team.

### Industry and Civic Involvement

- Past President and Vice President of California Refuse Removal Council
- Past President of the Clara Mateo Garbage Association
- Member of the Daly City-Colma Chamber of Commerce
- Member of the Millbrae Chamber of Commerce
- Member of the South San Francisco Chamber of Commerce
- Member of the Brisbane Chamber of Commerce
- Member of the Millbrae Lion's Club
- Past Director of the Millbrae Lion's Club
- Member of the Italian Catholic Federation, Millbrae Chapter
- Past Director of the Italian Catholic Federation
- Member of the Knights of Columbus, Millbrae Chapter

### Work Experience

**Board Secretary, Shareholder**

**Alameda County Industries: 2000 – Present**

- Mr. Button maintains labor relations and conducts Union negotiations. Assists in business development, technical research, and procurement of new collection vehicles.

**Shareholder, President, CEO, and General Manager**

**South San Francisco Scavenger: 1985 – Present**



- Oversees and manages labor relations for the company.
- Prepares and reviews productivity reports.
- Acts as municipal liaison to the jurisdictions served is responsible for all contract negotiations with those entities.
- Acts as project manager for the company, developing and implementing large scale projects such as curbside recycling programs.

#### **Board Secretary, Shareholder**

##### **Garden City /Livermore Sanitation: 2007 – Present**

- Mr. Button maintains labor relations and conducts Union negotiations.
- Assists in development and implementation of new service programs.
- Assists in technical research and procurement of new collection vehicles.

#### **Board Secretary, Shareholder**

##### **Mission Trail Waste Systems: 1997 -Present**

- Mr. Button is responsible for maintaining labor relations and Union negotiations.
- Assists in decision making and business development.

#### **Vice President, Shareholder**

##### **Bay Counties Waste Services: 1993 -Present**

- Mr. Button maintains labor relations and conducts Union negotiations.
- Assists in research, decision making, and development of new collection systems.

#### **Shop Foreman**

##### **South San Francisco Scavenger: 1981 -1985**

- Mr. Button was responsible for the mechanical maintenance and repair of 29 collection vehicles.
- Provided direction and supervision to six shop mechanics.
- Regularly provided assistance to driver training and safety awareness programs.
- Procured new equipment and parts.

#### **Education**

1977: BS Ornamental Horticulture, California State Polytechnic University

1975: AA Horticulture, College of San Mateo

## William Dobert



**Chief Financial Officer**

**Phone: (925) 846-2042**

**Email: [bdobert@comcast.net](mailto:bdobert@comcast.net)**

Mr. Dobert is Chief Financial Officer for Specialty Solid Waste and Recycling, and Controller for Pleasanton Garbage Service. Furthermore, he sits on Specialty's Board of Directors as Treasurer. In addition to Specialty, Bill is actively engaged in both the operational and financial management of the SMaRT Station. Bill has been working in the solid waste industry for 20 years and has assisted in the redevelopment of the SMaRT Station under the previous contract renegotiation, has played an integral role in the transition of services for affiliate companies, and is now President of the Resource Recovery Coalition, which represents all the privately held solid waste companies in Northern California and the Statewide California Refuse Recycling Council.

### Work Experience

#### Chief Financial Officer

##### **Specialty Solid Waste and Recycling: 1993 – Present**

- Mr. Dobert is responsible for the development and maintenance of core banking relationships and negotiating credit and bonding requirements.
- Acts as liaison to City Council and staff.
- Acts as liaison to corporate attorney and accountants.
- Performs financial reporting.

#### Controller

##### **Pleasanton Garbage Service: 1990 – Present**

- Mr. Dobert is responsible for the development and maintenance of core banking relationships and negotiating all credit and bonding requirements.
- Performs financial strategic planning.
- Specializes in solid waste industry financing.

#### Vice President, Commercial Credit Officer

##### **WestAmerica Bank, N.A.: 1987 – 1990**

- Mr. Dobert was responsible for a portfolio valued at over \$30 million; and
- Specialized in solid waste industry financing.

### **Additional Activities**

- The current statewide President of the Resource Recovery Coalition and California Refuse and Recycling Council.
- Advisory Board Member of the Alameda Boys and Girls Club.
- Advisory Member to Alameda County Industries Board of Directors, largely responsible for securing and transitioning the San Ramon Collection contract for ACI.



## Nick Nabhan



**General Manager**

**Phone: 408-566-1810**

**Email: [nick@sswr.com](mailto:nick@sswr.com)**

Mr. Nabhan is the General Manager of Specialty Solid Waste and Recycling. He has nearly 20 years in the Solid Waste & Recycling industry. He oversaw the transition to an RNG powered fleet of collection vehicles, along with the roll-out of residential and commercial food scrap collections. His extensive work with managing daily operations, city and labor contracts, long term forecasting, and ability to effectively communicate with City staff will ensure an efficient and customer service focused operation.

### Work Experience

#### General Manager

##### Specialty Solid Waste & Recycling: 2014 - Present

- Mr. Nabhan acts as Company liaison with City staff and City officials.
- Oversee all daily operations and manages all vendor contracts.
- Manages all public relations activities, labor relations and conducts Union negotiations.
- Prepares cost analysis/productivity reports.
- Acts as project manager for developing and implementing new service programs.
- Hires employees and schedules work for 75 full time employees.
- Performs database administration.
- Completes technical research and procurement of new collection vehicles.
- Ensure regulatory compliance with necessary departments, including but not limited to: BAAQMD, Environmental Health Department, Department of Industrial Relations, City of Santa Clara, California Integrated Waste Management Board, DMV, and the Fire Department.
- Keeps all permits up-to-date.
- Assist with community events, review of outreach materials, company website and social media; and
- Ensure highest customer service standards are being met by all employees.

## **Facilities Manager**

### **Specialty Solid Waste & Recycling: 2005 - 2014**

- Mr. Nabhan was responsible for supervision of mechanics, utility staff, welders, and painter.
- Was responsible for maintaining a fleet of 50 trucks, along with several support vehicles.
- Performed monthly facility inspections.
- Performed storm water responsibilities, including sampling, inspections, maintaining SWPPP, and reporting.
- Managed inventory control and reporting.
- Managed work orders for all equipment.
- Managed purchasing all equipment and parts.
- Created purchase orders.
- Performed inspections and reporting for paint booth.
- Kept all permits up to date.

## **Shop Clerk**

### **Specialty Solid Waste & Recycling: 2001-2005**

- Mr. Nabhan was responsible for purchasing parts and creating purchase orders.
- Managed inventory control.
- Created and Maintained work orders for all maintenance.
- Managed fleet software.

## **Education/Coursework**

- San Jose State University – BA in Business Management
- Bay Area REBRAC, Title 22-Hazardous Waste Management Training
- California Refuse Recycling Council, Next Generation Program

## **Organizations/Interests**

- Member, California Refuse Removal Council
- Member, California Resource Recovery Association
- Member, Clara Mateo Garbage Collector's association
- Past President, Clara Mateo Garbage Collector's Association

## Rebecca Buldo



**Operations Manager**  
**Phone: 408-566-1802**  
**Email: rebecca@sswr.com**

Ms. Buldo currently holds the position of Operations Manager of Collection Operations at BCWS and Specialty Solid Waste & Recycling. She has over 30 years' experience in the solid waste and recycling industry. Her organization skills and detailed approach to administering her job functions

keep operations running smoothly.

### Work Experience

#### Operations Manager

##### Specialty Solid Waste & Recycling: 2001 - Present

- Ms. Buldo is responsible for the daily operations of 40 collection routes.
- Controls routes servicing a customer base of 32,000 residential and 3,000 commercial accounts.
- Interacts with Teamsters Local No. 350 on all levels, including PTO and birthday calendars for union workers; She is involved in all grievance meetings, board of adjustments, and arbitrations relative to all warning, suspension, and termination letters issued.
- Responsible for all aspects of Workers Compensation; filing new claims, interacting with the insurance broker and insurance adjuster on all claims until claim closure; quarterly claims review and annual insurance renewal meetings.
- Heavily Involved in the Sunnyvale Community, current Board Member of the Rotary Club of Sunnyvale and currently the President of the Rotary Club of Sunnyvale. Was previously involved with Interact 5170, District Council and a Board Member of Leadership Sunnyvale.
- Prepares statistical reports, such as budget tracking.
- Manages special events and projects like the CNG fueling station installation, Dinner at the Dump, etc.
- Develops agenda and materials for safety meetings; administers employee incentive programs.

- Responsible for ordering collection containers.
- Responsible for problem solving with customer accounts.
- Maintains routing Information for all commodities.
- Interacts with City of Sunnyvale staff on a regular basis.
- Ensures collection containers are properly maintained.

## **Operations Manager**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo produced budgets and forecasts and bids/proposals.
- Assisted in new program implementation.
- Provided oversight relative to publication development.
- Was responsible for customer service supervision. Ensured completion of work orders. Ensured submittal of reports to the City of Sunnyvale.
- Communicated directly with City staff frequently.
- Was responsible for worker's compensation administration.

## **Human Resources/Payroll Manager**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo was responsible for administering all aspects of payroll, i.e., timecard calculation; payroll data entry and audit tasks; employment verification; prepared and issued garnishment checks; track vacation and sick leave.

## **Accounting Assistant - Accounts Receivables**

### **Bay Counties Waste Services: Past Position**

- Ms. Buldo was responsible for Accounts Receivables functions such as monthly customer invoicing, recording payments, and preparing journal vouchers.

## **Education**

- Ohlone College - Business/Accounting Major
- National University - Continuing Education Certificate: Payroll Practice and Management
- San Jose State University - Continuing Education
- Certificate: Supervision and Management



## Monica Moore



**Controller**

**Phone: 408-566-1807**

**Email: monica@sswr.com**

Responsible for day to day operations and reporting of accounting departments, including managing and supervising accounting staff for both Specialty Solid Waste & Recycling, Bay Counties Waste Services, and Bay Counties SMaRT Station.

### Work Experience

#### Controller

##### **Specialty Solid Waste / Recycling Bay Counties SMaRT: 2004 – Present**

- Responsible for Payment Request Packet for yearly funding from City, presented every January for the next fiscal year.
- Responsible for reconciliation of all bank accounts, shareholder payouts, regular analysis and review and preparation of monthly financial statements for monthly shareholder meeting.
- Participates in audits as required, provide reporting to bank, CPA firm, shareholders.
- Maintains cash balances in accounts by closely monitoring accounts.

#### Accountant

##### **MindWorks, Inc, San Jose, CA: 2001 – 2004**

- Was responsible for all accounting tasks for a \$9+ million corporation including invoicing, A/P, A/R, payroll, collections, regular reconciliation of liability accounts, and monthly analysis and reporting in support of the COO's regular financial statement to the partners.
- Streamlined and updated processes to allow for more efficient running of the day-to-day business, including updating the books from cash to accrual basis.
- Converted majority of clients to electronic payment, thereby shortening the A/R cycle and enabling MindWorks to maintain a stronger cash flow position.
- Consolidated payroll management process within QuickBooks, thereby eliminating manual external spreadsheets.
- Initiated cost savings programs in numerous areas to reduce corporate expenses.



## Multiple Positions

### Cisco Systems, Inc., San Jose, CA: 1997 – 2001


- As Data Management Program Specialist, was business liaison between Internet Marketing and IT.
- Managed vendor relationship with data entry vendor and call center vendor, to ensure data flow automation to meet technical requirements.
- Maintained data integrity quality assurance between vendors.
- Completed Troubleshooting of data problems as they occurred at supplier sites, enabling the Response Management team to concentrate on their roles and responsibilities.
- Interfaced with many cross-functional teams and projects throughout Cisco to ensure quality of data for future marketing programs.
- Developed Access database reporting tool that enabled Program Managers to run a weekly Sales Report at the push of a button, eliminating the need to manipulate the raw data.
- As Master Scheduler, interviewed cross functional team members including creative agency members, in regard to new business process implemented in Internet Marketing, in order to develop and implement a project schedule for running marketing programs from inception to completion. This schedule was used to better track, forecast and target marketing efforts.
- As Response Management Coordinator, performed comprehensive program coordination tasks including the reading of Marketing Strategy and Creative Strategy Documents from the Direct Marketing department.
- Had complete responsibility for managing program performance ensuring that they were running correctly.
- Managed the coordination of up to ten complex programs simultaneously.
- As Database Marketing Specialist, coordinated with third party vendors in the transfer of sales lead generating data.
- Developed a reporting/tracking system to track the number of hits generated on individual marketing websites, and how many were registering their products.
- Defined the Network Commerce Process for International Web Commerce, using Joint Application Design or (JAD) methodology (NIXIE list management).

## Education

- Various college level accounting classes.

## 2.6 Collective Bargaining Agreement

Please see the letter below stating that negotiations are underway with the Local 350.



JOHN BOUCHARD  
Secretary-Treasurer

**SANITARY TRUCK DRIVERS AND HELPERS**  
**Local NO. 350**

— AFFILIATED WITH THE —  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Office: CEDAR HILL OFFICE BUILDING  
295 89th STREET, SUITE 304  
DALY CITY, CALIFORNIA 94015  
Telephone: (650) 757-7290  
FAX: (650) 757-7294

AFFILIATED WITH  
Joint Council of Teamsters No. 7

April 14, 2020

To Whom it may concern,

My name is Sergio Arrañaga President of Sanitary Truck Drivers & Helpers Union Teamsters Local 350. Our Local Represents the Sanitation Drivers and Mechanics who service the City of Sunnyvale.

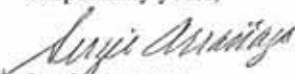
We are currently in bargaining an extension to the current Collective Bargaining agreement with Specialty Solid Waste and Recycling Co.

Negotiations began in October of 2019 and both sides continue to bargain in good faith. If it were not for the Pandemic, I believe we would have had a tentative agreement for the membership to vote on.

There are some outstanding issues that need to be worked through, but I am confident we will wrap this up very soon.





Both parties are exploring technological options so that we can reach a tentative agreement.

Feel free to contact our office if you have any questions or concerns.

Respectfully yours,  
  
Sergio Arrañaga  
President

## 2.7 Subcontractors

Specialty has worked with each Subcontractor presented in this proposal to ensure they are reputable firms, can meet the insurance and contractual requirements as necessary in the contract and share the same mission and principles as the City and Specialty in its commitment to customer service, environmental compliance, and waste diversion. More information about each subcontractor has been provided throughout this proposal as follows:

-  SCS – Technical Assistance Subcontractor – Section 3.4.6
-  Container Pros – Bin Delivery Subcontractor – Section 3.4.7
-  Trash Scouts – Bin Scouting Subcontractor – Section 3.4.10
-  TruStar Energy– CNG Fueling Infrastructure and Maintenance Subcontractor – Section 3.4.12

Specialty will ensure that all Subcontractors are:

- Approved by the City;
- Listed within the contract;
- Retain correct, accurate and current permits to operate (as necessary);
- Comply with all applicable laws and terms of the Franchise Contract; and,
- Have mechanisms to report the completion of their duties to Specialty and the City.

Further, any complaints against the Contractor will be handled in the same way as complaints against Specialty where they will be taken seriously and resolved with professional care and a priority on Customer satisfaction. Scopes of work for each subcontractor can be found in Attachment A.







## 3.0 Technical Proposal




Specialty has a long history of providing exceptional service to the City of Sunnyvale, where it is our number one goal to build upon our exemplary services and management to ensure the City is well prepared for the upcoming Short-Lived Climate Pollutants (SB 1383) regulations. As requested in the RFP, we divided our response into core services, based upon current programs, new and modified services, and alternative services that Specialty would like the City to consider as enhancements to the new and modified services.

### 3.1 Proposal Highlights


#### Section 3.3 Core Proposal Highlights

-  Comprehensive Core Services Proposal
  - ✓ Maintenance of existing operations with a focus on service, safety and cost effectiveness
-  Continued investment into infrastructure and equipment
  - ✓ Trucks and containers are replaced to ensure compliance with all State laws and requirements
-  Collaboration with the City
  - ✓ Implementation of outreach and education and customer service
  - ✓ Reporting and recordkeeping of collection services in a timely and convenient manner
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.



#### Section 3.4 New of Modified Proposal Highlights

-  Enhancement of services in a cost competitive manner
  - ✓ Addition of SB 1383 required programs to other service enhancements
  - ✓ City-wide organic collection in a logical, SB 1383 compliant approach
-  Commitment to technological innovation
  - ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City
-  The Use of Subcontractors to Enhance Programs
  - ✓ Container swap-out and labelling

- ✓ Technical assistance at two discreet service levels
- ✓ Downtown collection TrashScout services
- ✓ Clean-fueling infrastructure and supply

-  Discussion of fleet fueling requirements and the future of electric garbage collection

### Section 3.5 Specialty Proposals

-  Earlier operating hours for collection in Downtown Sunnyvale
  - ✓ To reduce traffic impacts and disruption in the area while increasing efficiency of collection routes
-  Edible food recovery infrastructure support
  - ✓ Specialty has proposed providing a one-time investment into the purchase of a collection vehicle to service Tier 1 and Tier 2 vehicles.



### 3.2 Broad Proposal Topics

Our proposal is focused on six major areas that will continue to bring exemplary services to the City of Sunnyvale. As our operational team works together with the City, technology companies, and subcontractors these core areas will ensure that collection programs are in line with the service needs of the community, the requirements of the contract, and all necessary regulation.



You will see these icons throughout the document to demonstrate how we use our core focus areas in our operations.

### 3.2.1 Strong and Responsive Management



There are several key aspects of how Specialty will maintain a strong and responsive management team over the course of the next contract. The management team has decades of history working in the solid waste industry, stemming from generations of families that have been committed to the industry. This means the new generation of management at Specialty can look back and lean on this experience of collecting and processing solid waste within the region. Our management team, as detailed in the section, “Current Management and Key Personnel” is focused on Bay Area operations and has experience maintaining long-term contracts, transitioning new services and new contracts, and pushing the boundaries of technology and diversion efforts to better enhance services. This is all built around the knowledge that customer service and experience is the cornerstone of collection programs.

There are also significant additional assets to Specialty’s management team. Specialty management has been closely involved with lobbying organizations such as California Refuse and Recycling Council, and the newly named Resource Recovery Coalition, where Bill Dobert is now the incoming Statewide President. These organizations maintain a close working relationship with CalRecycle and track all relevant trends, bills and laws as they relate to the solid waste industry. Specialty is known in the industry as an early adapter to new technologies and innovations. This is demonstrated by being one of the first companies to transition away from diesel to compressed natural gas (CNG) and then purchasing credits for Renewable Natural Gas (RNG) as they were available. Additionally, Specialty tested and ran some of the first Radio-Frequency Identification (RFID) and GPS tracking systems for the collection operation. By having a management team with not only history and experience but is also willing to adapt and change to meet the changing face of the solid waste industry, this sets the City of Sunnyvale on the best possible course for the next phase of the collection contract.



### 3.2.2 Technology



Specialty has been an early adopter of technology innovations throughout its operations in order to provide enhanced services to the City and our customers. Specialty piloted the use of RFID and GPS mapping software, (Air-TraK) and placed cameras inside collection trucks to enhance driver safety programs. Additionally, Specialty began the transition of their diesel fleet to compressed natural gas in 2001, built a fueling station to enhance low carbon infrastructure around the City of Sunnyvale and transitioned other fuel sources to renewable fuels such as biodiesel, renewable natural gas offset credits, and renewable diesel. Additionally, Specialty and the City have worked closely in piloting programs and expanding



diversion services to include the newest FoodCycle Program for City of Sunnyvale residents. Although this is a new program, it has had a very successful participation rate.

Specialty understands that technology is most effective when it enhances customer experience and the ease of information transfer. Specialty has long been committed to working closely with the City on tracking, reporting, and management of services. Given the need for higher, more detailed levels of reporting to meet the requirements of SB 1383, AB 1826, AB 341, and AB 901 in addition to greater roles and responsibilities for managing customer service, auditing and outreach, technology enhancements can assist in making this a more streamlined process, reducing any inconveniences to the customer.

Specialty is proposing several technology enhancements that will accommodate these needs. For added customer service and reporting, Specialty is proposing the use of Soft-Pak with specific add-ons, to include Mobile-Pak. This Soft-Pak enabled tablet will allow drivers to take photos, update notes, and instantly verify additional services with two "clicks". Truck locations are displayed via GPS which provide customer service and dispatching with an easy view of the entire fleet. Several additional benefits include live integration of information between a service representative, dispatcher, driver and management team member to ensure that Specialty has all the information needed to provide the best service and experience for all customers. More detailed information about Soft-Pak has been described about the use of Soft-Pak in Section 3.4.11.



Customer reports from Soft-Pak can be easily integrated into the existing Recyclist software, where there are several examples of these two reporting platforms working together in the Bay Area. Recyclist has a proven, easy to use reporting platform where access can be shared to the technical assistance team, to ensure customer education and outreach programs are tracked and reportable for the City. This program would assist in tracking a wide array of information as it relates to SB 1383, AB 1826, AB 341, and AB 901. Details about the role Recyclist will play in reporting and compliance, and how Soft-Pak will deliver information to this program, is provided in Section 3.4.11.



Further, Specialty proposes to use the RouteSmart routing technology that will be providing route optimization. This technology addresses the most complex routing challenges through a precision-oriented, detailed approach that ensures the safety of drivers, provides operating cost reduction, and achieves efficiencies through the automation of route planning processes.



Specialty has a website that is actively used by our customers to get detailed information about our collection programs and service offerings. Our website will continue to be updated, in coordination with the City and its outreach efforts, to ensure that all customers have the best available information regarding their programs and how to effectively sort waste.



The following sections of this proposal further describe the technology enhancements that Specialty proposes as enhancements to the current operations. Specialty will continue its tradition of working closely with the City in a collaborative manner to make adjustment to the operations to provide the best in class customer service to the City of Sunnyvale.

### 3.2.3 Customer Service



Specialty's core business focus has been on the delivery of high-quality service to the customers of Sunnyvale. This has been delivered through a combination of leadership, training, safety programs, technology enhancements and cooperation with the City. As service programs expand, and Specialty and the City collaborate to provide greater programs and diversion opportunities for customers in the City, customer service will provide the backbone of these programs. Customers will continue to be greeted with friendly and informed employees that will assist them with their needs. Additionally, these customer service interactions will be viewed as opportunities to educate individuals on diversion programs. Specialty looks forward to greater technology innovations, as discussed in this proposal, that will seamlessly integrate the data capture of these interactions so that both the City and Specialty are a unified face to the customers.

The leadership and daily management of the company continually looks for ways to improve the customer experience, efficiencies, and services to the community. By considering the depth of knowledge of the team while also looking for opportunities for new technologies and service enhancements, Specialty anticipates being able to build on the existing programs. This RFP discusses more cohesive approach to customer service with the City, training programs for Specialty staff to ensure customers can be best supported through various transitions to meet SB 1383, and how technology will play a supporting role for customer service programs.

#### Customer Service Focus Areas

- ✓ Clear communication
- ✓ Listening Skills
- ✓ Self-Control
- ✓ Positive Attitude
- ✓ Conflict Resolution
- ✓ Empathy
- ✓ A Sense of Humor

### 3.2.4 Enhanced Company Responsibilities and Training



Through the various industry groups that Specialty management team members participate in, and have leadership roles in, the team has been tracking and participating in the SB 1383 rulemaking process, in addition to other relevant industry rules, regulations and trends. Because of this early involvement, Specialty has already made steps to prepare their operations, and their team for these changes. This proposal discusses how Specialty will ensure compliance with the SB 1383 requirements, including the robust training program that will prepare staff for this transition in operations.





Notably, Specialty will hire two full-time staff persons in the beginning of 2021, where one will be solely responsible for the oversight of all aspects of SB 1383 and improve on quality of deposited materials and issues with contamination. This individual, the SB 1383 Compliance Manager, will be responsible for learning the requirements of SB 1383, will attend specific trade association training and will utilize the necessary guidance and other information as provided by CalRecycle over the course of 2021. The SB 1383 Compliance Manager will implement the programs and oversight necessary to comply with Specialty's roles and responsibilities under SB 1383, as fully detailed in Section 3.4.8. The second person, an Outreach Manager, will work in close coordination with the SB 1383 Compliance Manager, and be responsible for implementing and maintaining all aspects of Outreach.

Further, Specialty has provided a training program to meet the requirements detailed in the contract found in Section 3.4.13. This training program summarizes the contractual requirements and provides the implementation plan to meet those requirements. Specialty has a proven track record of ensuring the highest level of training, oversight and compliance, where we understand the key to training success. Specialty ensures that individuals responsible for training are knowledgeable and enthusiastic about the subject area, they focus on teaching employees the 'why' of the training topic to reinforce the importance of the issue. Additionally, Specialty provides education tools that support different learning styles, demonstrate doing the right thing through all levels of management, provides communication platforms that are open for questions and/or concerns, where attention to details and consistency and repetition of messaging over time is maintained. This ensures that training is not a one-time occurrence but is reinforced through daily operations.

### 3.2.5 Use and Management of Subcontractors

Specialty has included subcontractors within this proposal to provide specialized services to enhance the collection operations for the City and Sunnyvale customers. These Subcontractors allow Specialty to focus on our area of expertise, where they work in lockstep with Specialty to ensure the highest level of collection services at competitive prices for the City. Specialty has worked with each Subcontractor presented in this proposal to ensure they are reputable firms, can meet the insurance and contractual requirements as necessary in the contract and share the same mission and principles as the City and Specialty in its commitment to customer service, environmental compliance, and waste diversion. More information about each subcontractor has been provided throughout this proposal as follows:



-  SCS – Technical Assistance Subcontractor – Section 3.4.6
-  Container Pros – Bin Delivery Subcontractor – Section 3.4.7
-  Trash Scouts – Bin Scouting Subcontractor – Section 3.4.10
-  TruStar Energy – CNG Fueling Infrastructure and Maintenance Subcontractor – Section 3.4.12

Specialty will ensure that all Subcontractors are:

- Approved by the City;
- Listed within the contract;
- Retain correct, accurate and current permits to operate (as necessary);
- Comply with all applicable laws and terms of the Franchise Contract; and,
- Have mechanisms to report the completion of their duties to Specialty and the City.

Further, any complaints against the Contractor will be handled in the same way as complaints against Specialty where they will be taken seriously and resolved with professional care and a priority on Customer satisfaction.

### 3.2.6 Recordkeeping and Reporting







Specialty understands the recordkeeping and reporting requirements over the course of this agreement are significant in order to ensure compliance with AB 901 and SB 1383 (most notably). To ensure these are met, Specialty is hiring a dedicated SB 1383 Compliance Manager that will oversee all reporting aspects necessary to meet the contractual needs. This individual will be hired in the beginning of 2021 to allow for adequate training on the requirements of SB 1383, in addition to this contract. The SB 1383 Compliance Manager will work closely with the City and the newly hired Outreach Manager, to ensure there are no reporting

gaps in the operations, and with the relevant subcontractors, and will actively work to resolve any areas of concern. Specialty is making investments into reporting software that will significantly assist in tracking data closely and sharing that data easily and transparently with the City. Access to Soft-Pak can be provided to the Technical Assistant Subcontractor to ensure all information will be collected during their technical assistant activities and shared in real-time. Additionally, the technical assistant provider can be provided access to Recyclist, with permission from the City, which would provide real-time information sharing with the City. Further, the necessary training for drivers and Specialty service representatives on the software and new reporting requirements will occur before SB 1383 implementation to allow adequate time for the necessary training curve. This will also allow the City and Specialty to address any concerns and areas that need additional support and will ensure all parties are working cohesively and collaboratively to meet all reporting requirements. Section 3.4.8 of this proposal provides details on specific components of SB 1383 requirements.

### 3.3 Core Collection Services

The core services are based upon the current collection programs. Specialty acknowledges that these programs must be updated to meet the requirements of SB 1383 as well as other needs of the City, as described in new service programs. This section describes fully the current programs to determine the core service cost of the collection programs, where new service programs and Specialty proposals are additional to this core service cost.

#### Core Proposal Highlights

-  Comprehensive Core Services Proposal
  - ✓ Maintenance of existing operations with a focus on service, safety and cost effectiveness
-  Continued investment into infrastructure and equipment
  - ✓ Trucks and containers are replaced to ensure compliance with all State laws and requirements
-  Collaboration with the City
  - ✓ Implementation of outreach and education, and customer service
  - ✓ Reporting and recordkeeping of collection services in a timely and convenient manner.
-  Emergency Collection Services Program
  - ✓ Above and beyond the requirements of the RFP, Specialty has provided a detailed section on emergency response, in light of recent events.

### 3.3.1 Single-Family Residential Collection Services



Specialty will continue to provide a three-stream collection program consisting of one FoodCycle split cart for solid waste and food scraps, one dual-stream recyclable cart, and one-yard trimmings cart, for weekly service to all single-family homes by using fully automated side-loaders. These trucks allow for efficient and safe collection programs for carts placed on curbside by the residents. These vehicles are used to increase efficiency of servicing carts and to minimize or eliminate concerns regarding narrow streets, courts, heavily parked areas, streets with limited access, and tree lined streets with low hanging wires and alleyways. Our primary concern is reducing disruption to the community. To ensure this disruption is kept to a minimum,


Specialty services the carts on the same day and has included routing technologies that will ensure drivers are as efficient as possible, in addition to innovative collection services to the densely populated areas of the City discussed in later sections.

Vehicles are dispatched from the Specialty yard at 3355 Thomas Road, Santa Clara, CA 95054 and service the single-family residential carts. The collection vehicle will approach a household and the vehicle operators retrieve the carts set at the curb of the residence. The vehicle operator pulls up to align the cart with the automated arm, located on the right side of the vehicle behind the cab. The vehicle operator engages the automated arm to grasp the cart and tip the contents into the hopper. After unloading the materials into the hopper, the empty cart is returned to its original location.



As needed, the driver will record any comments about the load using Mobile-Pak on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Soft-Pak Software (see Section 3.4.11). These notes will be available for the City and Specialty service representatives, should a customer account require further outreach to correct the issue or should a customer place a call to the Specialty office or the City. The table below presents the containers for single-family homes. Please note that the containers are SB 1383 compliant and will be phased in as detailed in Section 3.4.7.



<div>  <div> <b>Single-Family</b>  Curbside Collection  Container Summary </div>  </div>			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Dual-Stream Recyclables	Dark Blue Light Blue	64- and 96-gallon split containers	Newspaper, mixed paper, chipboard, corrugated cardboard; glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCycle	Brown Black	27, 43- and 64-gallon split containers	Food scraps / / Solid waste
Yard Trimmings	Green	64- and 96-gallon split containers	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

Once the collection route is completed the collection vehicles will deliver the materials to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. All collection vehicles will return to Specialty yard at the end of each workday.

Included in the FoodCycle collection service is one free cart cleaning per year. Customers are asked to request the service, where it will be noted on the customer account. Once the bin has been emptied by the curbside collection vehicle, a cart utility driver will collect the dirty cart and replace it with a clean cart on the same day.

### Rear-Yard Collection Service

Specialty understands that not all residents are able to push carts out to the curb for service. For those residents that require this special handling, due to physical limitations or disabilities, Specialty will provide rear-yard service, free of charge. These residents will be required to communicate their service needs to the City, with appropriate documentation explaining their limitations and needs. For those residents requiring this service it will be noted in the route maps supplied to the driver. The vehicle operator will approach the house and park the vehicle safely. The vehicle operator retrieves the respective cart and places it next to the curb for service using the automated arm. Once emptied, the cart will be replaced to its original location.

Customers can recycle additional materials curbside as follows:

<b>Other Single-Family Collection Services Summary</b>	
 Recycled Cardboard	May be flattened, bundled, and placed on the curb beside the cart.
 Other Recyclable Materials	May be placed in paper bags next to the carts.
 Bundles of Yard Trimmings	Not to exceed 4 feet in length and 1 foot in diameter, may be placed adjacent to the yard trimmings cart.
 Christmas Tree Collection	First weekday following December 25th, trees cut into 4ft sections (or less) to be collected with yard trimming service. All decorations must be removed and trees will be collected on the regular garbage day.
 Used motor oil and filter collection	One-gallon oil jugs and one-gallon plastic bag with filters may be placed adjacent to the recycling cart.
 Cooking Oil	May be recycled by utilizing several options: 1) Residents with FoodCycle carts can place cooled cooking oil, bacon and other cooking grease into a zip locked bag (can be double-bagged) and place in the FoodCycle side of your split cart. 2) Small amounts of cooking oil and grease: mix with absorbent material such as cat litter and put into your garbage cart. 3) Large amounts of cooking oil: Pour into an unbreakable bottle with a screw-top lid and bring to the SMaRT Station for recycling.
 Batteries	May be placed on top of the recycle cart in a plastic bag
 Extra Garbage	May be placed in 35-gallon bags, tagged with the appropriate tag placed next to their cart for collection.

When any of these items are present at a collection point the driver will exit the vehicle and collect the items. In the event there is additional recyclables, yard trimmings, or garbage, they will be placed inside the container, returned to the vehicle, and emptied from the container per the description above.

### 3.3.2 Multi-Family Dwelling Collection Services



Multi-family dwelling (MFD) accounts will be collected, at a minimum, on a weekly basis utilizing front-end loaders or automated side-loaders for complexes that use them. The City and the Specialty customer outreach team will continue to work closely with the MFD premises to determine if the service level will require bins, carts, or a compactor. This will be a function of both space constraints and logistics.

#### Cart Collection

Cart collection will be completed by automated and semi-automated collection vehicles. On arrival at the service address the driver will review the account information in the tablet enabled with Mobile-Pak for any comments on the account, such as low wires, or key requirements. The driver will exit the truck to retrieve

the cart and/or open a locked gate, and then bring the cart to the side of the truck. The driver will then place the carts on the cart tippers or automated arm. The driver then activates a joystick that lifts the cart up and empties the contents in the hopper. The driver reverses the motion of the lift mechanism and returns the cart to its storage location, and relocks any gate as required. As the driver is returning the cart, the truck's hydraulic mechanism automatically compacts the load.

To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location and ensure that cart lids are closed, and any litter is cleaned up. Drivers will open and close gates and provide other services as necessary and pull/push containers up to 10ft as a part of the regular collection service.

As needed, the driver will place a non-collection tag and record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing carts, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details, such as required or requested changes in service level. These notes will be recorded and provided to the City for final determination. These notes will be available in the customer account where both Specialty customer service representatives and the City will have access, should a customer place a call regarding notices placed on their containers about prohibited materials or require further outreach to correct the issue. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty customer service representatives or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day.

#### Bin Collection

Bin collection will be completed by a front-end loader collection truck. On arrival at the service address the driver will review the account information in the tablet enabled with Mobile-Pak for any comments on the account, such as low wires, or key requirements. The driver will exit the truck



to open a locked gate or bin, and, as required (additional charges may apply), will position the bin to be placed on the forks of the truck's lift mechanism. The driver positions the truck in front of the bin's side pockets and moves the truck forward to insert the forks of the truck's lift mechanism into the bin side pockets. The driver then activates a joystick that lifts the bin up and over the cab above the hopper of the truck and empties the contents in the hopper. The driver reverses the motion of the lift mechanism, returns the bin to its storage location, and relocks any bin or gate as required. As the driver is returning the bin, the truck's hydraulic mechanism is automatically compacting the load.

To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location and ensure that cart lids are closed, and any litter is cleaned up. Drivers will open and close gates and provide other services as necessary and pull/push containers up to 10 feet as part of the regular collection service.

As needed, the driver will place a non-collection tag and record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing containers, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details, such as required or requested changes in service level. These notes will be recorded and provided to the City for final determination. These notes will be available in the customer account where both Specialty service representatives and the City will have access, should a customer place a call regarding notices placed on their containers about prohibited materials or require further outreach to correct the issue. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty service representatives or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day.

Once the collection route is completed the collection vehicles will deliver the materials to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. All collection vehicles will return to the Specialty yard at the end of each workday.

Return trip pick-ups requested by a customer, on days other than their regularly scheduled collection day, will be available at the City-approved return trip fee. Such additional picks ups can be scheduled equating to up to one (1) day per week total service. Specialty may increase solid waste service levels for multi-family customers that request more than one (1) return trip pickup per year.

Specialty will provide all collection services to multi-family dwellings five days a week, Monday through Friday, with the exception of holidays.

The following table provides a summary of collection containers available to MFD customers. (Please note that the food scrap and yard trimming collection will be further discussion in Section 3.4.1).

<div>  <div> <b>Multi-Family</b>  <b>Curbside Collection</b>  <b>Container Summary</b> </div>  </div>			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Fiber Recycling	Dark Blue	95-gallon	Newspaper, mixed paper, chipboard, corrugated cardboard
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
Cardboard Recycling	Dark Blue	3-, 6- Cubic yard bins. As requested by Customer	Flattened cardboard
Food Scrap Collection	Brown	35 gallon, or 1- cubic yard bins	Food scraps
Solid Waste	Black	35-, 65-, and 95-gallon for specific locations; 1-, 2-, 3-, 4 and 6- Cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes Upon Request; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and 40-cubic yard Drop Box Compactors	Non-recyclable or compostable items that are solid waste
Yard Trimmings	Green or Black	96 gallon, 1-, 3- Cubic yard bins	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

Specialty will provide all units with a recycling tote that is designed to allow residents to easily transport recyclable materials to the recyclable container(s). These recycling totes will be designed and approved by the City and shall be delivered to complexes interested in them during their annual assessment.

Other Multi-Family Collection Services Summary		
Collection Stream	Collection Methodology	Allowed Material
Christmas Tree Collection	Uncontained collection or designated location appropriately approved at MFD	First full week following December 25th for a length of time determined by the City and contractor. Trees must be cut into 4ft sections (or less) will be collected with yard trimming service.

### Multi-Family Christmas Tree Collection



Beginning the first full week following Christmas of each year and continuing for the number of weeks specified by City and Specialty, Specialty will provide Christmas tree collection service to multi-family customers. Specialty will offer each multi-family property owner or manager, at a minimum, Christmas tree collection, which Specialty will provide for such service; and at designated location at the multi-family premises mutually agreed upon between Specialty and the property owner or manager. If the property owner or manager would like additional Christmas tree collection in a roll-off bin, this will be billed at standard city rates.

Specialty will conduct outreach to multi-family dwellings by mailing letters to all multi-family properties to notify multi-family customers of Christmas tree collection service. Specialty will additionally work with multi-family premises owners that need assistance in determining the best location for their multi-family occupants to place the Christmas trees for collection.

Specialty will transport all collected and properly prepared Christmas trees to the Sunnyvale Material Recovery and Transfer Station (SMaRT Station) to unload materials. Christmas trees must be cut into sections no greater than four (4) feet in length. Christmas trees will not be collected if they have tinsel, lights, or other decorations, or are attached to a tree stand. Specialty drivers will affix a non-collection notice to the tree informing the customer of the reason(s) for non-collection. Christmas tree Collection services performed during the timeframe specified by the City will be provided at no additional cost to the City or the customer.

### 3.3.3 Commercial Collection Services



Commercial collection services will be provided to all Sunnyvale businesses at a weekly minimum, utilizing front-end loaders or automated side-loaders. Core services include garbage, dual stream recycling, cardboard recycling and the first phase of source separated food scrap collection. Section 3.4 of this proposal discusses the expansion of both recycling and food scrap collection across Sunnyvale Commercial businesses.

Front-end loaders allow for efficient and safe collection for carts and bins in designated collection areas. Specialty will continue to look for ways to reduce disruptions of commercial businesses, schools and areas that are sensitive to traffic, where all of this is considered to ensure routes are driven efficiently and safely. Trucks are dispatched from the Specialty yard, Monday through Saturday.

#### **Cart Collection Methodology**

Cart collection will be completed by automated side-loader as described in Section 3.3.2.

Materials are taken to the SMaRT Station for processing. Tonnages will be tracked separately by using weighted allocations based on customer lists by route.

#### **Bin Collection Methodology**

The methodology for the collection of commercial materials placed for set-out in bins will be the same as was described for multi-family dwellings collection in Section 3.3.2 in this proposal.

#### **Roll-Off Collection Methodology**

Debris boxes and compactors will be serviced within the City by using roll-off vehicles dispatched from the Specialty yard. Both recyclable and solid waste will be collected Monday through Friday. On arrival at the service address the driver will review the account information on the tablet enabled with Mobile-Pak (See Section 3.4.11) for any comments on the account, such as low wires, or key requirements. The driver will exit the truck to open a locked gate or bin as required (additional charges may apply). The driver will walk to the collection area to ensure the container can be serviced safely and will notify an on-site manager or route supervisor if assistance is needed to safely service the container. The driver will visually inspect the container for any prohibited items that might be present in the container. The driver will safely back-up the truck and drop the guide rails down at an angle to the ground at the front of the container. The driver will then engage the cable from the truck and secure the box to the cable, where it will be pulled onto the roll-off truck. All the vehicles are fitted with automated tarps to cover the load as needed. If any

litter or debris is spilled during collection, the driver will exit the vehicle and clean the area prior to leaving the service address.

As needed, the driver will record any comments about the load on the company provided tablet, such as the observed presence of prohibited materials or overflowing containers, which will be uploaded in real-time to our Mobile-Pak software. The driver will also record comments regarding account details such as required or requested changes in service level, for processing by the Specialty service representative and the City of Sunnyvale customer service personnel. These notes will be available for the City should a customer account require further outreach to correct the issue or should a customer place a call to the City regarding notices placed on their containers about prohibited materials. Prior to departing the route to transport the truck's contents, the driver will review communications from the Specialty customer service representative or route supervisors to determine if any special pickup requests or missed pick-ups had been reported on the route thus far that day. Containers and boxes will be delivered directly to the SMaRT Station.

If requested by the customer, Specialty will open and close gates, or perform other services as reasonably necessary to access and empty containers at no additional cost.

Central to the adequate servicing of commercial businesses is the partnership with the City's customer service program and continued technical assistance to our customers. This customer service is outlined in Section 3.4.8, where Specialty will engage with customers in a variety of ways, as directed by the City to ensure understand which materials should be placed in which bin.



<div>  <div>  <div> <h2>Commercial</h2> <h3>Collection Container Summary</h3> </div>  </div> </div>			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Fiber Recycling	Dark Blue	95-gallon, 3-, and 6- cubic yard Bins are offered for Cardboard	Newspaper, mixed paper, chipboard, corrugated cardboard
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCyle Collection	Brown	35-gallon, 1-, 2-, 3-cubic yard Bins	Food scraps
Solid Waste	Black	35-, 65-, and 95-gallon; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and Drop Box Compactors of varying sizes	Non-recyclable or compostable items that are solid waste
Yard Trimmings	Green or Black	96-gallon; 1-and 3-cubic yard Bins; and, As requested by Customer.	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

### 3.3.4 Construction and Demolition Debris Collection



Specialty will continue to provide construction and demolition debris (C&D) collection services for customers to capture materials from construction, remodeling, repair, and/or demolition operations. C&D collection is an opportune program to enhance diversion within the City as there are high levels of recoverable items that occur during these activities. Specialty will support C&D recycling through cost-effective diversion programs, and by promoting recycling whenever possible through customer education. Materials are collected in a timely manner, within one working day of initial request and on a mutually agreeable schedule afterwards, by debris box, delivered to the SMaRT Station where they are

processed for recoverable items.

Consistent with current program, Specialty will continue to provide customers with city-approved educational information on best practices for C&D recycling, reuse, and proper separation of materials for collection. A list of allowable and non-allowable items is given to the customer at the time they order the bins and roll-off boxes so customers may easily identify materials accepted for collection in the C&D containers. Recoverable materials include cardboard, metals, yard trimmings, dimensional lumber, carpet and fibers and other materials that result from the construction, remodeling, repair, or demolition work at the C&D Collection Sites. Our collection operations will comply with all relevant City and State Standards as identified in the Contract.

#### Third-Party C&D Collection

Specialty has worked in close partnership with the City to identify third-party haulers that may be transporting solid waste materials in the City, and has an existing program to identify, tag, fine and resolve these occurrences. Third-party haulers that are responsible for the collection of organic materials must also be aware of the contamination limits within those materials, and of the City's requirement to divert

#### C&D Collection Under SB 1383

Organic materials covered by SB 1383 are found in C&D operations, where dimensional lumber accounts for a large portion of the landfilled waste in California.

Specialty is prepared to work closely with the City at programs and processing solutions to manage these organic materials and achieve higher levels of diversion from these streams

In support of this, and other SB 1383 programs discussed in this proposal, a sample Ordinance has been prepared for your consideration in Attachment B.

organics from landfill. Specialty looks forward to finding solutions to enhance diversion for the City and ensure compliance with SB 1383, AB 1826, AB 341, and AB 901 within C&D materials management.

### 3.3.5 City Collection Services



Specialty will provide recyclables, yard trimmings, food scraps and solid waste collection for the City of Sunnyvale facilities, schools, parks, and events using front-end load or an automated side-loader collection truck. For a description of collection methodology please refer to Sections 3.3.1 and 3.3.2. In addition, public containers will also be serviced consistent with current operations. (Please note yard trimming collection will be discussed in detail in Section 3.4.5). Specialty will open and close gates, push and/or pull containers, lock, and unlock containers, or perform other services as reasonably necessary to access and empty containers (additional charges may apply). A push/pull of containers up to ten (10) feet from the enclosure/container location to the collection vehicle will be provided to the City at no additional charge (push up to 10 feet then return).



Contractor may refuse to Collect a Recyclable Materials Container that does not meet proper standards for set-out or that contains contamination in excess of standards agreed upon by Specialty and the City. Specialty will cart tag and/or provide non-collection notices for containers that contain excessive contamination in accordance with approved procedures with the City.

Specialty will continue its collaborative approach with the City to service the Schools and City Facilities. In addition, Specialty will provide the procurement requirements required to meet the SB 1383 regulations. These procurement requirements are based upon the population of the City and metrics provided under the regulation. Under the regulation this procurement can be delivered in multiple ways to the City, including bioenergy and renewable natural gas, provided they are created by diverting California generated organic materials from landfills. Based upon the most recent population numbers the City must procure up to





7,218 tons of compost or 12,445 tons of mulch or a combination thereof. Specialty understands the procurement of compost/mulch will not be required under this contract. Specialty will continue to look for SB 1383 compliant RNG, as we expect these sources to come online in California as jurisdictions come into compliance with SB 1383.

<div>  <div> <b>City of Sunnyvale</b>  Collection Container Summary </div>  </div>			
Collection Stream	Lid Color(s)	Container Size	Allowed Materials
Fiber Recycling	Dark Blue	95-gallon, 3-, and 6- cubic yard Bins are offered for Cardboard	Newspaper, mixed paper, chipboard, corrugated cardboard
Container Recycling	Light Blue	95-gallon	Glass containers of any color, aluminum, steel, tin or bi-metal cans; mixed plastics such as plastic containers, HDPE, LDPE, and PET
FoodCyle Collection	Brown	35-gallon, 1-, 2-, 3-cubic yard Bins	Food scraps
Solid Waste	Black	35-,65-, and 95-gallon; 1-, 2-, 3-, 4 and 6- cubic yard Bins; 2-, 3-cubic yard Bin Compactors, and, 15, 20-, 30-, and 40- cubic yard Drop Boxes; or 12-, 15-, 16-, 20-, 25-, 30-, 35-, and Drop Box Compactors of varying sizes	Non-recyclable or compostable items that are solid waste
Yard Trimmings	Green or Black	96-gallon; 1-, 3-, and 6- cubic yard Bins; and, As requested by Customer.	Green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, small pieces of unpainted and untreated wood

### Review of Development Plans

Specialty will provide staff with the expertise to review building plans for new residential and commercial development projects during member agency permit review processes to verify the reasonableness of the space allocation and enclosure design for franchised solid waste, recyclable materials, and organic materials containers and the accessibility of such areas. As requested, we will visit the site and submit written recommendations for improvements to the design. The plan reviews will be completed within three days of the City request for such review.

Other City Collection Services Summary	
Special Recycling Collection	Specialty will provide special clean out and/or end of year Clean Slate Programs at no charge for the Schools and City Facilities.
Planning Assistance Services	Specialty will provide assistance and review of reviewing plans for proposed development within 3 days of request to ensure accessibility, comment on service levels required for the buildings and appropriate space considerations for collection containers and collection logistics.
On-Call Clean-up Services	Specialty will provide drop box, or other bins, for community events, Spring clean-ups or other events as directed by the City. They will be collected in accordance with the contract.

### 3.3.6 Single-Family Home Bulky Item Collection



Sunnyvale single-family residents are eligible for up to two on-call bulky item and reusable item clean-up days<sup>3</sup>. Bulky items include non-hazardous household waste of (3 feet x 3 feet x 6 feet), plus two bulky items per pickup. Specialty will collect washer/dryers, furniture, refrigerators, mattresses, consumer electronics (TVs, laptops, printers, radios, etc.), and carpet. This service is offered to Sunnyvale residents at no additional charge.

Single-family residents must contact the City of Sunnyvale with at least five working days' notice in advance to schedule their free on-call clean up. The customer will provide information as to the type and size of items to be placed out for collection. A work order is created for Specialty, where an appropriate collection

<sup>3</sup> Reuse Collection is discussed further in Section 3.4.4.

vehicle is scheduled to ensure the customer will be provided service on their next scheduled service day. Specialty has proposed a preliminary screening process to determine whether there are reusable items that can be collected separately, that is further discussed in Section 3.4.4. A flat-bed truck makes an initial pass to collect items that can be donated, prior to separate collection of non-reusable material. The driver then collects the bulky item(s) that are not reusable (See Section 3.4.4). If the bulky item(s) are too large to be safely loaded into a collection vehicle, it will be tagged for non-collection. Customers will be asked to refer to the “How to Get Rid of Anything” website tool for further information. Drivers will document the estimated number of bulky items collected on their work orders and that will be entered into the customer service software (Soft-Pak) to track which residents are using the on-call bulky item and reusable item collection program.

### 3.3.7 Special Event Collection



Specialty will work closely with the City and organizers of large events to provide collection and diversion program services. Specialty will provide recycling, food scrap and solid waste collection, including support for edible food recovery, collection station set-up, delivery and collection of containers, public education booth, and reporting the details of collection, recovery and program for 10 events a year.

Specialty will meet with event organizers and the City (if required) to understand the scope of services needed to ensure the maximum recovery for the event. The service will include the delivery and removal of all, carts, bins and drop boxes. We will assist in the development of a specific diversion plan tailored to the nature of the event, and to the types of materials that are anticipated to be collected. The goal of the plan will be to maximize diversion of recyclable and reusable materials, and to minimize the use of materials that cannot be diverted. Specialty will assess the event's parameters, including location, number of people attending, type of event, and type of food being provided, use of compostable serving containers, among many other related issues.





Once parameters of the event are determined, proper bins will be provided, always focusing on recycling and diversion of the materials generated.

Carts, bins, and drop boxes will be delivered and placed according to the agreed diversion plan and will be removed according to the plan. Specialty will store and reserve carts and other containers for the sole purpose of supplying them to special events requested by their organizers. Following the conclusion of each event, required event collection logistics, diversion achievements, and public education statistics will be reported to the City, and the event organizer. Specialty may utilize the services of sub-contractors and community groups to provide assistance with these diversion activities.

Special events can also be a great educational opportunity for the community where event participants can learn about the services provided for the event, our services in general, sustainability and resource conservation. The City will have the opportunity to approve members of our staff that will be on-site at these events to staff a booth, or provide other City directed activities.



### 3.3.8 Customer Service



Specialty has demonstrated our commitment to engaging with the community in a collaborative manner with the City to drive greater levels of diversion for the City of Sunnyvale. It is a core business goal to continue to provide through this collection contract. We will meet the needs of the enhanced Technical Assistance requirements through additional staff at Specialty (including one staff member who will be responsible for the management and coordination of all SB 1383, AB 1826, AB 341, and AB 901 related activities and another who will be responsible for the implementation of outreach and education) and the use of a Subcontractor, which will be discussed in greater details in Section 3.4.6. To ensure we provide the highest level of service to the City, Specialty will employ 3 customers service representatives,

that will be overseen by a customer service manager. These individuals will assist in supporting the City in its desire to drive zero waste programs, promote environmentally focused service opportunities, coordination with the City, tracking and reporting in the customer service software.

Specialty will continue the tradition of forging strong community bonds and will work closely with the City to develop quality programs for residential and commercial customers throughout the

service area. These programs will be focused on continuously increasing recycling and diversion efforts, providing informational and hands-on educational efforts to help customers understand and correctly participate in our programs, and maintaining partnerships with schools, community, and non-profit organizations to ensure that these groups and those whom they benefit continue to thrive. In addition to providing basic information and instructions about our services, we believe public outreach should go a step further and comprehensively promote the kinds of environmental practices that will be thoughtful to how materials are managed, increase diversion, encourage reuse and innovation, and benefit the community for years to come. Specialty looks to support and partner with the City through this collaborative RFP and expanded Technical Assistance scope of work as described in Section 3.4.6

Specialty supports the City's goal in placing great importance on effective public outreach and education in helping residents and businesses fully understand options for and benefits of source reduction, reuse, recycling, and composting. Specialty agrees and will comply with the general provisions for public education and outreach, as follows:

1. Prior to the Commencement Date and by October 1 annually thereafter, Specialty will develop and submit an Annual Outreach Plan to promote Specialty programs. This Plan will specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, a timeline for implementation, and an itemized description of how the annual public education budget will be spent.
2. Specialty will hold quarterly meetings to discuss services, outreach, and educational campaigns and request changes or adaptations to the Annual Outreach Plan.
3. Specialty will distribute instructional information, public education, and promotion materials in advance of, and following, commencement of services. Consistent with the current program, multiple media sources including print, radio television, electronic/social media, and events will be used to notify customers of the upcoming change in service and specific highlights to the new program offerings.
4. Specialty will work closely with the City in the development of outreach, educational and promotional materials, where the City will have final review and say on all materials. Outreach and educational materials will have consistent branding, color, font, look and feel; produced in English, Spanish and Mandarin; and photo-oriented to appeal to varied language and literacy levels. If required, outreach may contain additional languages in accordance with SB 1383 regulations. Our materials are produced digitally to be available on our website, in addition to be printed double-sided on 100% recycled and recyclable paper.
5. Specialty outreach materials will be provided for City facilities where members of the public can view and collect them during their visits.
6. Specialty will develop Non-Collection Notices and Courtesy Notices, with approval from the City, where all usage of these will be documented and reported to the City.

7. Our website will support both our customer service and outreach programs in a user friendly and professional manner. All outreach, program success, diversion statistics and relevant information will be posted to enhance customer understanding of the importance of waste diversion.

### 3.3.9 Emergency Collection Service






Specialty is willing and prepared to assist in emergency situations and provide support for the City. Specialty employees (management, truck drivers, mechanics, equipment operators, etc.) can be made available and equipped with hauling and material moving equipment to assist the City within twenty-four (24) hours of notification. Our staff and equipment are in various locations and would be available whenever necessary to assist and provide special services in the event of floods, earthquakes, other “acts of nature”, war, civil insurrection, riots, acts of any government, other similar catastrophic events, and/or labor unrest. Specialty is prepared to provide a detailed Emergency Services Plan specific to Sunnyvale prior to commencement of a new agreement.


Given current global events related to the COVID-19 outbreak, it presents an important opportunity for Specialty to reassure the City that it will continue its essential public services during disasters. On March 28, 2020, the United States Cybersecurity and Infrastructure Security Agency declared solid waste activities to be an essential public service<sup>4</sup>. Specialty observes its important role in maintaining public services and will perform its duties as permitted by government and health agencies. Our Emergency Services Plan will follow closely the coordinated steps Specialty took for the Shelter In-Place that was recently enacted to slow the COVID-19 outbreak, as further described below.

#### Pandemic Protocol




Specialty released its COVID-19 emergency **“LEVEL 1”** response statement on March 17, 2020. In it, Specialty is taking the following actions to contribute to the City’s effort combating the pandemic:

-  Specialty will expand the end-time of collection operations as needed to accommodate additional waste traffic while preserving the limited collection operations before 7:00 A.M.
-  Specialty is suspending its bin maintenance route except for bin repairs as needed to slow the amount of traffic and exposure the public and Specialty’s drivers, encounter.
-  Specialty is reducing cart/bin tagging for overloading bins, as our company understands that this shock is not something every household has prepared for and may not be acclimated to the increase in home generated waste.



<sup>4</sup> <https://www.cisa.gov/publication/guidance-essential-critical-infrastructure-workforce>

-  Specialty is remaining steadfast in its commitment to reduce contamination and improve the City's diversion program, so it will continue tagging carts and bins for excessive contamination.

Specialty is also ready to adapt to worsening scenarios as needed. Specialty will act in close cooperation with the City before deciding on escalating response scenarios. Upon an increased **"LEVEL 2"** pandemic scenario and with the approval of the Solid Waste Program Manager, Specialty will enact the following protocol:

-  Specialty will cancel bin maintenance routes altogether, excepting emergency bin repairs. An employee will be dispatched directly for such emergencies.
-  Bulky Goods/On-Call collection route will be cancelled.
-  C&D roll-off bins will be monitored and put on hold as needed to comply with SMaRT Station operations.

Upon City approval, Specialty could further enact **"LEVEL 3"** protocols to further reduce exposure, and account for possible staffing and infrastructure shortfalls. During such reductions, Specialty will prioritize the collection of putrescible wastes as those are the most likely to pose an immediate threat to public health.

-  Continue providing commercial and residential weekly waste collection at required service levels.
-  Reduce recycling and yard waste collection services to either:
  - Bi-weekly service
  - Whenever possible given available labor and resources
  - Upon an agreed to schedule between Specialty and the City

Specialty will work directly with the City, its employees, and its customers when implementing and adapting these plans as the situation evolves. A similar protocol to the one described above will be adopted during similar pandemic scenarios as needed.

### **Disaster Debris Protocol**

Sunnyvale's geographic location allows it to enjoy a lower risk of wildfire damage than many other parts of the state of California. However, due to the increasing length, severity, and frequency of wildfires within the state, Specialty understands that it will need to have plans in anticipation of the consequences of a major regional wildfire. Although Sunnyvale may not be directly impacted, such events can disrupt nearby populations and regional waste infrastructure in such a way to require Specialty to adapt its operations. Similar impacts to solid waste infrastructure could also occur as the result of floods, earthquakes, and/or other natural disasters.

### **Disposal Flexibility**





In California, wildfire debris can overwhelm local facilities and require transport to distant disposal facilities. As such, in the event of a major wildfire such as the Camp Fire, in Paradise, California November 2018, Specialty may find that its regular disposal sites are impacted. Impacts could

include staffing shortages, long wait times, disposal limits, and inaccessible biomass facilities for managing wood waste.

In the event that the local landfills are impaired to such an extent that Specialty's regular disposal is affected, Specialty is prepared to adapt. Specialty maintains relationships and communication with multiple disposal and waste recovery facilities both inside and outside of the San Francisco Bay Area. In the event of any disaster that affects the facilities, Specialty will make arrangements at alternative facilities. These facilities will be contacted daily to ensure capacity for the regular wastes of Sunnyvale as well as any disaster debris Specialty handles.

Disaster debris from major incidents may increase the amount of time Specialty's drivers spend in traffic and at the facility in order to transfer and dispose of waste. Specialty is prepared to, in collaboration with the City, extend driver and collection hours to ensure all wastes are removed in an efficient and timely manner for the duration of the delays.



Should Sunnyvale be directly impacted by a disaster, Specialty acknowledges its role as an essential service provider. Specialty will offer the following services to affected communities in order to contribute assistance where possible:

-  Additional bulky waste pickups free of charge for the duration of the emergency
-  Suspension of cart-tagging for cart overloading
-  Timely replacement of carts and bins damaged or destroyed by the disaster
-  Recordkeeping of tons collecting during the emergency

### **Flexibilities Built into Contract**






Specialty and the City of Sunnyvale will work together to balance the benefits of normal operating procedures and the emergency protocols enacted during a disaster. It is important to have a procedure to return to normal operations after a disaster, as well as having a plan and flexibility to adapt during extenuating circumstances. As such, Specialty's contract with the City should include provisions for collection services during a disaster, as well as a plan for transitioning back to normal operation.


Contract arrangements should be made with the City to afford Specialty some of the following flexibilities during a disaster. These permissions are to be used in the event of a relevant disaster impact and should remain in place only for the duration of the disaster.

-  **Collection Hours:** Specialty normally adheres to a set range of collection hours to minimize noise, traffic, and nuisance impacts on the community. During an emergency that results in service delays, Specialty may require more time to ensure that all customers receive adequate levels of service. This may involve collection beginning earlier in the morning and ending later in the afternoon. Additionally, circumstances may call for collections to be performed on irregular days.
-  **Waste Generation Forgiveness:** Specialty understands that the community, the City of Sunnyvale, and Specialty collectively are responsible for the reduction of waste generated



that is sent for disposal. While the generation of excessive waste is normally disincentivized through the use of higher-priced larger waste receptacles or fees, Specialty is compassionate to the plight of communities affected by disasters. For the duration of a disaster, Specialty would like contract flexibility to waive cart overloaded notices for communities overcoming disasters.

-  **Cart Maintenance and Upkeep:** Specialty is dedicated to moving California forward on its SB 1383 goals of statewide cart standardization. Normally, as part of this Specialty is prepared to update, relabel, and replace carts pursuant to SB 1383. However, in the event of a major disaster, such as the COVID-19 pandemic, relabeling and non-essential cart maintenance should be waived to reduce exposure and alleviate service loads during emergencies.
-  **Emergency Disposal of Recoverable Wastes:** Specialty maintains the right to dispose of excessively contaminated green, brown, and blue bins. However, Specialty will only reserve the option of disposing of well-sorted green, brown, and blue bins during extreme disaster scenarios. Successful recycling programs are hard-earned and ask for trust from the community that the waste handler will do their part to recover wastes set out in good faith for recycling. However, as waste disposal is an essential public service, Specialty may require the use of its strained resources during a disaster to prioritize solid waste removal to landfill. If the operation of a MRF or sort line is made unsafe or impossible during a disaster, Specialty would like the flexibility to dispose of source separated recyclable and compost during a disaster.
-  **Disposal Facility Options:** Disasters can present both logistical and financial pressures on disposal operations. Specialty would like to reserve the option to dispose of waste material at any permitted landfill available during a disaster scenario. This option affords Specialty the ability to remove of waste in a timely manner, even in the event that some disposal facilities are overwhelmed.
-  **Use of Temporary Non-Union Workers:** Specialty prides itself on supporting and working with union employees to ensure positive collaboration between the company and its workforce. During emergencies, there could be increased demand for Specialty's operations and reductions in workforce. If for instance, during the COVID-19 pandemic, there could be a loss in workforce in addition to an increased need for labor. Specialty requests permission to hire supplementary employees outside of union contracts for the duration of a City recognized disaster. Non-union temporary employees may become union employees or be dismissed after the official termination of the disaster.
-  **Forgiveness of Liquidated Damages:** Specialty will service all commodities but given the circumstances we expect that any liquidated damages associated with the change in operations should be forgiven. This is especially true of those events outside of the ability of Specialty to control.


-  Recordkeeping: During an emergency, additional tons of disposal may be generated that could adversely impact a City's diversion rate. In order to best prepare the City to submit a 'disposal modification' to CalRecycle, these tons should be tracked closely so they can be appropriate re-assigned. Specialty will maintain records of all tons collected during, or as a result of an emergency in order to adjust these disposal numbers appropriately, as needed.




### 3.4 New or Modified Services

The new and modified services present an expansion of core services to assist the City in achieving compliance with SB 1383, as well as the addition of several enhancements to current customer services. Once fully rolled out these combined programs provide an estimated 11,963 tons a year of new diversion from landfill by 2023. Together this could bump the City-wide AB 939 Diversion Rate up by 4.3% as described by the following table. Additional tonnage could be diverted through new tons from existing programs, considered in core collection services, as well as enhancements at the SMaRT Station.

<div>  <div> <b>City-Wide Diversion</b> for Expanded Services </div>  </div>		
Program Description	Tons Diverted Per Year	% Increase in City-Wide Diversion Rate
MFD Organics - FoodCycle	7,926	2.83%
MFD Organics - Yard Trimmings	1,205	0.43%
<b>Total MFD Diversion</b>	<b>9,131</b>	<b>3.26%</b>
Commercial Organics Phase 1	577	0.21%
Commercial Organics Phase 2	289	0.10%
Commercial Organics Phase 3	288	0.10%
Commercial Yard Trimmings	400	0.14%
<b>Total Commercial Diversion</b>	<b>1,554</b>	<b>0.55%</b>
MFD Bulky Items	640	0.23%
MFD Bulky Reuse	148	0.05%
<b>Total Bulky Item Program Diversion</b>	<b>788</b>	<b>0.28%</b>
City Yard Trimmings Collection	490	0.18%
<b>Total City Organic Diversion</b>	<b>490</b>	<b>0.18%</b>
<b>Total Diversion Improvements</b>	<b>11,963</b>	<b>4.27%</b>

#### New of Modified Proposal Highlights

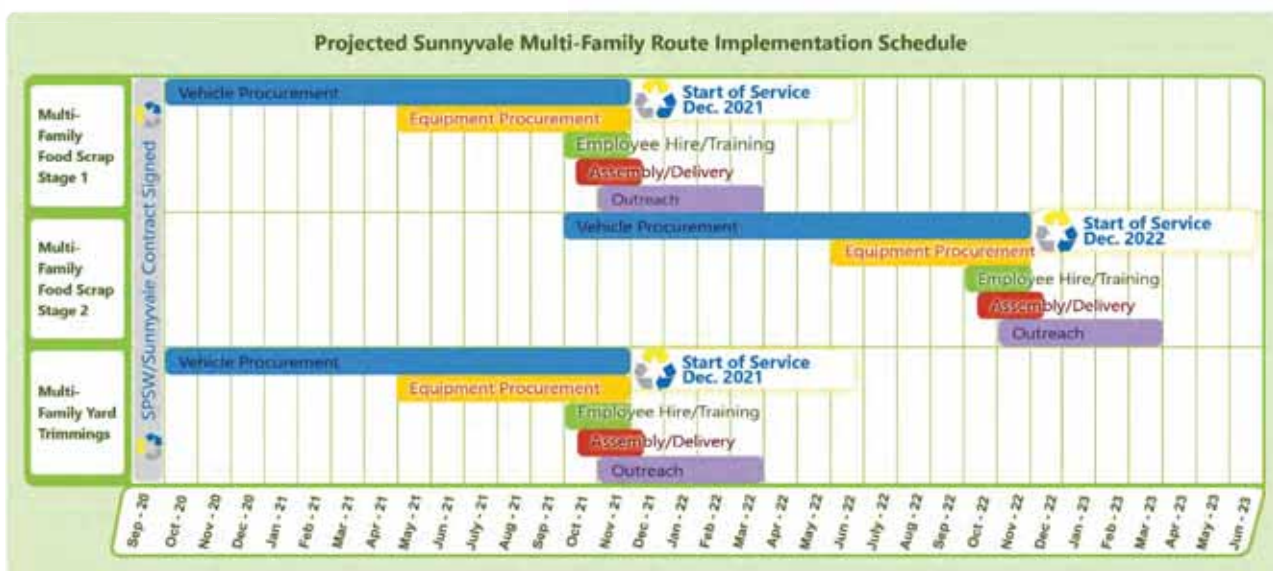
-  Enhancement of services in a cost competitive manner
  - ✓ Addition of SB 1383 required programs in addition to other service enhancements
  - ✓ City-wide organic collection in a logical, SB 1383 compliant approach

-  Commitment to technological innovation
  - ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City.
-  The Use of Subcontractors to Enhance Programs
  - ✓ Container swap-out and labelling
  - ✓ Technical assistance at two discreet service levels
  - ✓ Downtown collection scout services
  - ✓ Clean-fueling infrastructure and supply
-  Discussion of Fleet Fueling Requirements and the Future of Electric Garbage Collection

### 3.4.1 Multi-Family Organics





Specialty understands that by diverting organics from multi-family dwellings (MFDs) the City will enhance its pursuit of zero waste and ensure compliance with the requirements of SB 1383, AB 1826, AB 341, and AB 901. Capturing organics from MFD complexes will be challenging and may require tailored approaches depending on the characteristics of each Complex. Specialty has developed a thoughtful phased-in approach that prioritizes the need to divert organics, cost effectively and in a customer friendly manner.







As discussed further in Section 3.4.7, Specialty is proposing a two-phased approach to the roll-out of food scrap (FoodCycle) collection for MFDs, where the roll-out of yard waste collection would occur within the first phase.

### Evaluation of FoodCycle Collection

There are approximately 1,116 MFD complexes in the City, of which the majority of Complexes have under 50 units. The Complexes have been further divided into 'Medium' which are 50 – 100 units and 'Large' which have over 100 units. The following table summarizes the distribution of sizes of Complexes within the City, and importantly their estimated disposal and quantity of food scraps within their disposal stream.

<div>  <div> <b>MFD FoodCycle</b>            Evaluation of Collection            for Program Roll-Out         </div>  </div>			
	Small Under 50 Units	Medium 50-100 Units	Large 100+ Units
Complexes	1,007	47	62
Units	7,142	3,403	13,413
Population	19,276	9,185	36,202
Estimated Disposal	12,719	6,060	23,886
Estimated Food Waste in Disposal Stream	2,562	1,113	4,812

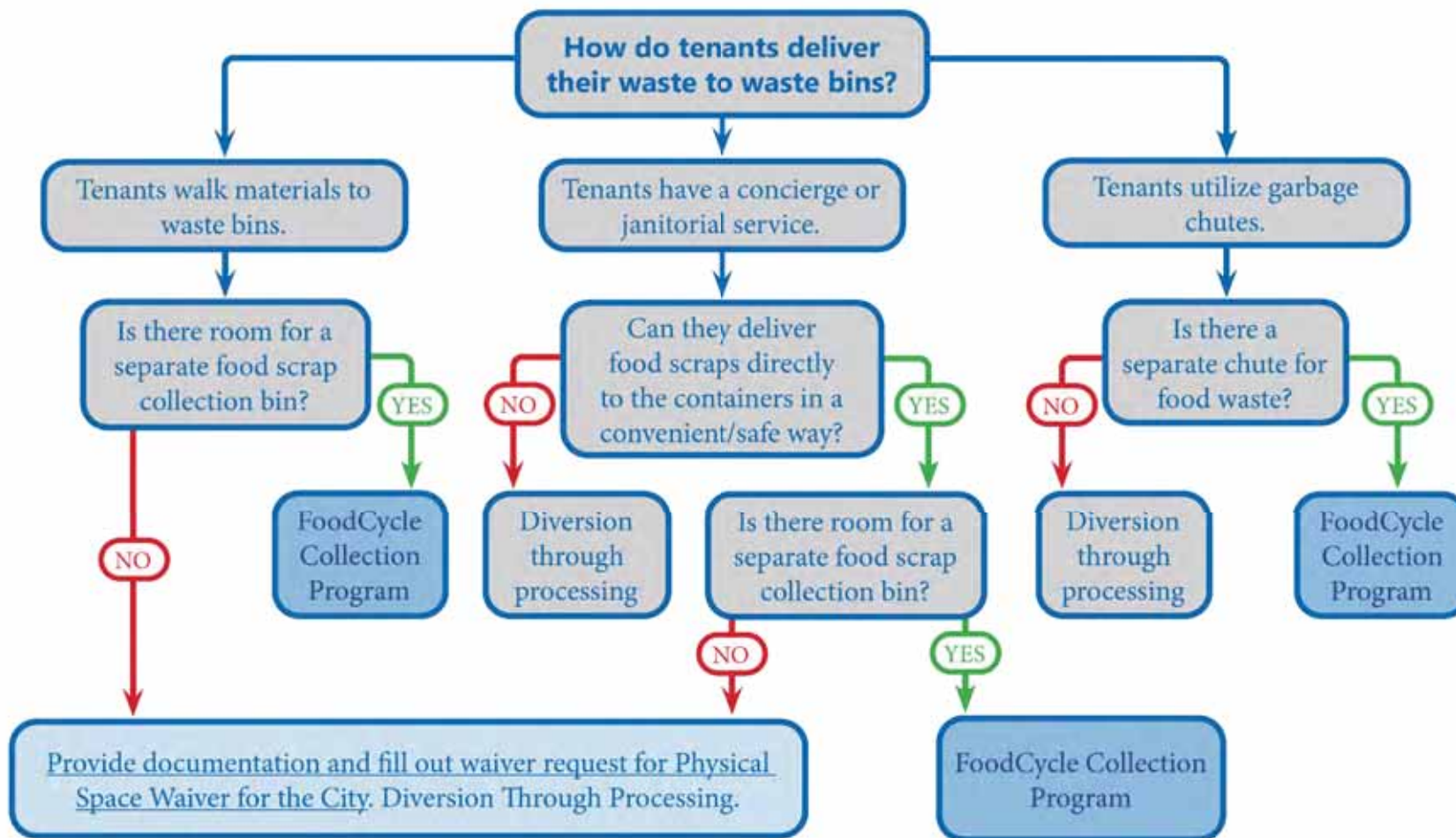
Specialty is proposing that all medium and large complexes be audited for their ability to subscribe to FoodCycle collection. Several factors would be considered during this audit to determine their ability to comply with FoodCycle, which include:

-  How do tenants deliver their materials to the solid waste containers?
-  Can a concierge and/or janitorial service assist with FoodCycle collection?
-  Would the building be willing to pilot separate food scrap collection chutes?
-  Is there space available for a FoodCycle container in the container storage area?

Specialty is proposing the following 'Criteria Flow Diagram' to assist in understanding how these complexes may be evaluated for FoodCycle collection. It is our proposal that these initial evaluations and screenings would be conducted by Specialty's SB 1383 Compliance Manager (see Section 3.4.8) and the Technical Assistance Provider (see Section 3.4.6), where the City would provide ultimate approvals and waivers for Complexes that are unable to subscribe to FoodCycle, as detailed on the following page.



## Criteria Flow Diagram Specialty Solid Waste and Recycling



It is important to note that complexes that would not subscribe to FoodCycle collection would still be provided with organic diversion programs through the processing capabilities at SMaRT Station.

Specialty proposes the following roles and responsibilities for the evaluation of MFD complexes.

**Customer:** To allow Specialty, City, and/or the Technical Assistance provider access to the complex and the bin collection area. To inform the on-site team about how materials are taken to the collection areas and the roles, responsibilities, and contact information of any third-party concierge service that might be working on-site.

**Specialty:** To work with the City and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions that prevent the placement of a separate container. In addition, should the complex not contain the logistical capabilities to allow for customers to place source separated food materials in a separate collection bin, they would be identified as needing Diversion Through Processing. Specialty will identify the MFD complexes in their desk review of customers, and work with the City and/or the Technical Assistance (Sub-Contractor) to conduct on-site review of bin enclosures and interviews to understand how tenants are delivering their materials to the bins. Documentation, including photographs and notes, will be taken and put into the customer account notes (using selected technology.) Specialty and/or the Technical Assistance (Sub-Contractor) will complete the Physical Space waivers (or others as directed by the City) as appropriate and submit to the City for review and approval. Specialty will service containers and manage contamination appropriately and in accordance with this contract.

**The City of Sunnyvale:** To work with Specialty and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions, or other logistic restrictions, that prevent the placement of a separate container. For all sites that the City visits, City staff will document the collection area, collection logistics, or other pertinent information by use of photographs and notes and

#### Single Stream Recyclables

Specialty has discussed the use of single stream recyclable collection as a space saving measure to enhance the ability to provide food scrap collection at MFD Complexes.

Single stream recycling presents challenges, both from the collection perspective, where currently it would require a purchase of a new collection vehicle and routed, as well as at the SMaRT Station that currently does not have an efficient processing line to accommodate the materials.

This program was initially presented to find a solution to complexes that have limited space for collection containers. We foresee challenges at some locations where processing considerations must be made to accommodate flexibility in the recycling streams or ensure organic diversion through solid waste processing. Specialty is ready and willing to work with the City on finding both collection and processing solutions for these harder to serve customers.

will be uploaded into the customer account notes (using selected technology.) The City will ultimately approve all waivers and designations the MFD complex will subscribe to Diversion Through Processing. Additionally, the City will be responsible for creating and passing an ordinance describing various requirements of SB1383, AB 1826, AB 341, and AB 901, to include that MFD complexes that utilize third-party contractors that do not use City approved outreach and education materials will face fines.

The evaluation of MFD complexes would occur during the Summer of 2021 to ensure there is time to gather all necessary information about the complexes, process any waivers that might be necessary and prepare appropriate outreach for the complexes.

Specialty is proposing the City consider the following waivers that should be incorporated into a City Ordinance (see example provided in Attachment B for City consideration). These waivers could be applicable to solid waste customers, commercial generators, and special events who could be allowed to waive all, or some, of the collection requirements under specific conditions.





These could include:

- **Physical Space Waiver:** The generator may meet the requirements under the "Physical Space Waiver" because it is determined by the City that there is inadequate space required to safely store containers for recyclable materials and/or organic materials on-site and that it is infeasible for the solid waste customer to share recyclable materials or organic materials containers with adjacent commercial facilities or multi-family dwellings. Under a physical space waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- **De Minimis Waiver:** If the generator's total solid waste collection services are 2 cubic yards or more per week, where the organic waste subject to recycling or organics collection is less than 20 gallons per week per container, they may be eligible for a de minimis waiver. Additionally, a generator may also apply for a de minimis waiver if they generate less than two cubic yards per week and produces less than 10 gallons of the divertible waste per week. Generators may seek waivers for both recyclable blue-bin waste and brown-bin waste if the generator meets these requirements. Under a de minimis waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.



- **Logistics Waiver:** The City will work with businesses and property owners to find opportunities and workable solutions for the diversion of organic waste and recyclables. If all workable options have been exhausted without a viable solution, then the business or property may apply for a logistics waiver. Under such a waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics. The City may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this ordinance if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that its premises lack adequate space for separating any of the organic wastes.
- **Other:** Compliance with the collection services will result in violating City zoning or other regulations. Under an "other" waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.



The following table is a breakdown of the current MFD complexes by service size. The de minimis waiver could be applicable to 730 complexes. However, these complexes likely require tenants to walk their materials to the collection containers, where tenants would be able to more easily walk their source separated food waste to the appropriate container. Although some may be applicable for a waiver, it is also possible these are the easier complexes to accommodate source separated

<div>  <b>MFD Food Scrap</b>            Breakdown by Service Level            </div>				
	0-2 cubic yards	2-4 cubic yards	4+ cubic yards	Total
Complexes	730	131	225	1,116
Units	2,799	1,126	20,033	23,958
Population	7,555	3,039	54,069	64,663
Estimated Disposal TPY	4,985	2,005	35,675	42,665
Estimated Food Waste in Disposal Stream	1,235	497	8,837	10,569

food waste. Specialty believes that a FoodCycle collection program should be implemented wherever possible, in a collaborative and customer friendly way with the MFD complexes.

### Yard Trimming Evaluation

Similar to the evaluation for FoodCycle, Specialty proposes that ahead of implementation of service there should be a high-level evaluation for yard trimming services. This review will first evaluate those complexes that will likely require yard trimming services based on their level of service and characteristics of the Complex. This desk review will focus on two distinct sectors of Complexes.

<div>  <b>MFD Yard Waste</b>            Breakdown by Service Level            </div>				
	0-2 cubic yards	2-4 cubic yards	4+ cubic yards	Total
Complexes	730	131	225	1,116
Units	2,799	1,126	20,033	23,958
Population	7,555	3,039	54,069	64,663
Estimated Disposal TPY	4,985	2,005	35,675	42,665
Estimated Yard Waste in Disposal Stream	188	75	1,343	1,606

1. Complexes that have 2 cubic yards of service or greater. There are 386 Complexes that have service levels greater than 2 cubic yards per week. Although the table below summarizes approximate yard trimmings for each level of service, it is likely that the deviations are different in reality<sup>5</sup>.
2. MFDs that are very small (duplex, quadplex etc.) are more likely to have yards and landscaping. Small complexes have been further subdivided into the categories below. Although the tonnages are relatively small using the waste characterizations, the realities in the field could be different dependent on the amount of landscaping at the units. The 844 complexes of 2-10 units will be targeted for additional review to determine if they have landscaping that would warrant separated yard waste service.

<sup>5</sup> These estimates are based on the Statewide Characterization study published by CalRecycle in 2014. These are not specific to MFD complexes, which would be heavily impacted by the amount of landscaping present at the Complex.



### MFD Yard Waste

Estimated Disposal by Complex Size



	2- 10 Units	11- 20 Units	21-50 Units
Number of Complexes	844	94	69
Number of Units	3,397	1,436	2,309
Population	9,169	3,876	6,232
Estimated Disposal	6,049	2,557	4,112
Estimated Yard Waste in Disposal Stream	228	96	155

Specialty, or its Technical Assistance provider, will further refine the list of complexes by conducting first a 'google-earth' review of the complexes to determine which complexes have green space or other landscaping. These would then be confirmed through a 'drive-by' evaluation to assess which complexes, of the 1,230, to confirm landscaping is significant enough to result in yard trimming debris. For example, if the landscaping is predominantly containers, drought tolerant etc., these would unlikely produce enough yard trimmings to warrant a subscription to service. This evaluation would likely require 6-8 weeks and would be conducted the Summer of 2021.

From the refined list of complexes, Specialty and the Technical Assistance provider will send mailers informing the customers of the availability of yard trimming collection services. Specialty would then follow one of the following protocols, depending on the City's preference.

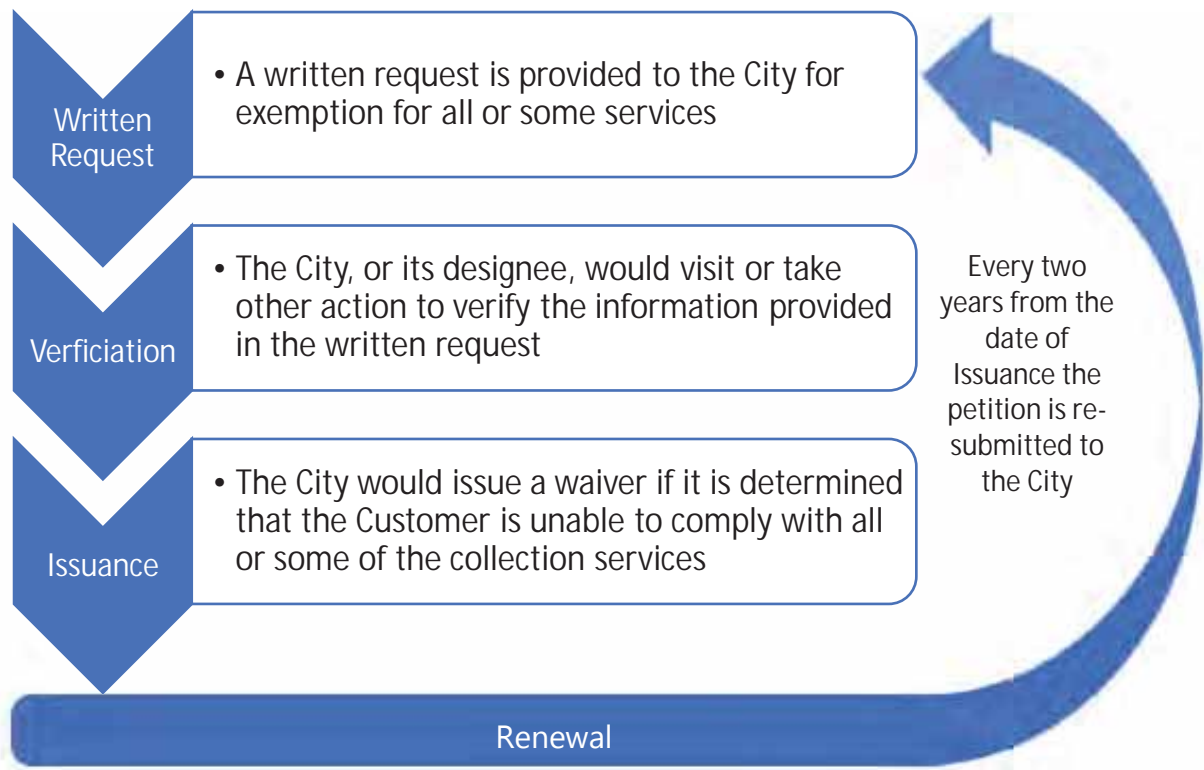
1. **Auto-Subscription:** Specialty will roll-out yard trimming services to all facilities that meet the threshold, determined through the initial evaluation. This would be most effective should the City pass an ordinance requiring subscription to organic programs. Other complexes can be routed with these that fall within the lower thresholds over time.
2. **Customer Requested Subscription:** Specialty, the technical assistance provider and/or the City will follow-up on the mailers with each individual complex to query if they require service. For those that utilize landscaping services that remove the yard waste, they will be noted into the customer service accounts. This outreach will encourage complexes to subscribe to yard waste service in order to remove any yard waste from the disposal stream.

Through route audits and composition studies at the SMaRT Station, if it is identified that there is yard waste coming from MFD complexes, Specialty, the Technical Assistance provide, and/or the City will provide further information to the Complexes on the availability of yard trimming collection, and potentially the fines associated with non-compliance with the City Ordinance that requires diversion of organic waste (if applicable). In this way the complexes that were exempt from the initial evaluation may be targeted for service if it is demonstrated that they are producing yard waste that would require diversion.

Complexes may be eligible for applicable waivers, as previously described, this would be determined through the waiver process suggested below.

### Waiver Process

The following steps are to be completed prior to the issuance of a City waiver to exempt a customer from subscribing to any otherwise required diversion service.



### Collection Program


Specialty will service the MFD complexes using front-load collection vehicles that have cart tipper, in the event carts are utilized for FoodCycle. We expect two front-load vehicles will be used for the MFD FoodCycle collection, phased in over two-collection phases, where only one front-load vehicle will be required for yard trimming collection. This yard trimming route will also service commercial and City yard trimming accounts. Please note that this is the current estimate



of levels of service needed, where adjustments will be made over time if higher levels of service are required for diversion of the complexes.



### Customer Participation

The key to customer participation is in education, understanding about why the program is important, convenience and ease of use. The most challenging aspect of organics collection to MFD complexes will be surrounding FoodCycle, where yard trimming collection will likely be managed by the existing landscape companies. Conversely, all tenants in a complex will be targeted to participate in FoodCycle which presents much greater outreach and education lift.

<div>  <b>Summary of Equipment and Personnel Requirements</b>  </div>		
	FoodCycle Collection	Yard Trimming Collection
Front-Load Vehicle <sup>5</sup>	2	1
Carts	900 x 35 gallon	1,000 x 95 gallon
Bins	200 x 1 -cubic yard	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Other Equipment	15,000 x Food Scrap Pails 15,000 x BioBags	N/A
Drivers	2	1

<sup>5</sup> Vehicle spares are included in the Commercial Organic Routing.

In partnership with the City, Specialty and the Technical Assistance Provider will work to provide a robust education and outreach program. This will educate complexes on the need to divert food scraps, free from contaminants, into the FoodCycle containers. For the FoodCycle collection routes customers will be asked to place their food scraps in the collection pails and then deliver the contents of those pails to another receptacle in the apartment complex.

-  For those tenants that currently walk their materials to the solid waste collection area, this will require the delivery of the contents of the food scrap pail directly into the centralized collection container.
-  In other buildings that utilize concierge services or waste chutes, slim jims, or other decentralized collection points, will be staged next to where recyclables and solid waste are delivered by tenants. Making use of these existing locations and adding an additional bin will provide the most convenient option for tenants. From those collection points, the



food waste will be taken to the carts or bins outside of the building by the janitors and/or concierge services.

- Specialty is also open to piloting the use of designated food waste collection chutes. complexes that would like to try this collection approach will be given an appropriately sized container to collect the food scraps and appropriate outreach to place outside of the collection chutes.

Both FoodCycle and yard trimming routes will utilize front-load collection vehicles. For a description of front-load collection please see Section 3.3.2.

#### Diversion Rate Impact

Using best available information, Specialty has developed some target diversion tons for each program. It is assumed that each program will capture 75% of the total materials within the stream, to become compliant with SB 1383 and at full roll out by 2023 it will result in an increase of the City's total diversion rate by 3.26% per year.

<div>  <div> <b>MFD Organic Diversion</b>  SB 1383 Compliance </div>  </div>		
	Tons Diverted per year by 2023	% Increase in City-Wide Diversion Rate Per Year
MFD Organics - FoodCycle	7,926	2.83%
MFD Organics - Yard Trimmings	1,205	0.43%
Total	9,131	3.26%

### 3.4.2 Commercial Organics



The expansion of organics collection is vital for compliance with both AB 1826 and SB 1383, where commercial businesses in the City of Sunnyvale disposed approximately 14,440 tons of solid waste in 2018 (the last reportable year) and are required to subscribe to organic collection services under these regulations. The threshold for compliance under AB 1826 will likely drop in 2020 to 2 cubic yards of solid waste service per week, with an expectation to start in the beginning of 2021, where an expansion of current collection operations is needed to meet the required thresholds.





Specialty is proposing to roll out food scrap collection services in three phases to all commercial businesses in the City of Sunnyvale unless they are provided a waiver from the City. Services will start December 2021, where the final phase will be complete December 2023 in order to fully comply with the requirements of SB 1383. This phase in is fully described in Section 3.4.7.



### Commercial Food Waste Analysis

Specialty has summarized the number of commercial businesses that require food scrap collection in order to be compliant with the required thresholds dictated under AB 1826 (2017-2022), and SB 1383 (2022). The following table summarizes the number of businesses that need to be provided food scrap collection for each compliance year. The 2022 threshold includes all businesses in Sunnyvale and is upper-bound as some businesses may likely meet waiver requirements.

<div>  <b>Commercial Generators</b>                      Required Number of Businesses for                      AB 1826 and SB 1383 Compliance                      </div>					
	2017	2018	2019	2020	2022
Total	60	106	568	1,174	4,604

The following table summarizes the amount of food waste that was collected in 2018 and will likely be produced by these businesses in the three phases of collection. In order to fully comply with SB 1383 food scrap collection would need to be provided to all businesses in Sunnyvale unless it can be demonstrated they meet one of the waiver requirements of SB 1383, or otherwise determined by the City. Specialty has provided a model ordinance in Attachment B in addition to a suggestion of waivers as provided in Section 3.4.1 for both MFD and commercial generators.

<div>  <b>Commercial Generators</b>                      Estimated Food Waste Tons Recovered                      AB 1826 and SB 1383 Compliance                      </div>				
	Current 2018 Data	Phase 1 December 2021	Phase 2 December 2022	Phase 3 December 2023
Total (TPY)	3,510	4,087	4,476	4,664

### Commercial Yard Trimming Analysis

Specialty proposes that ahead of implementation of service there should be a high-level evaluation for yard trimming services among commercial businesses. This review will first evaluate those businesses that will likely require yard trimming services based on their level of service and characteristics.



Using the California Statewide Waste Characterization, we can begin sorting commercial entities into tiers of those generators who are more likely to produce yard waste. A list of businesses in the City of Sunnyvale has been provided in Attachment C which has been sorted by those who are more likely to need yard waste collection to those that are less likely to require yard waste collection. The table below provides a high-level summary of the number of businesses in each category.

<div>  <b>Commercial Yard Waste</b>                      Projected tons by California Statewide                      Waste Characterization Category                 </div> <div>  </div>			
Estimated Yard Waste Generation	Business Count	Tons/Year Yard Waste (estimated)	%
40+ TPY	5	74	7%
20-40 TPY	20	138	13%
10-19 TPY	25	85	8%
4-9 TPY	141	236	22%
1-3.9 TPY	1,765	206	19%
Less Than 1 TPY	4,143	341	32%
<b>Total</b>	<b>6,099</b>	<b>1,079</b>	<b>100%</b>

By using these high-level estimates, it is possible to provide a more in-depth review of these businesses to assess the need for yard trimming collection. Specialty, or its Technical Assistance provider, will further refine the list of Commercial Businesses by conducting a 'google-earth' review to determine which businesses have landscape that would require yard trimming collection, that would be refined by drive-by evaluations. For example, if the landscaping was predominantly containers, drought tolerant etc., these would unlikely produce enough yard trimmings to warrant a subscription to service. This evaluation would likely require 6-8 weeks and would be conducted the Summer of 2021.

From the refined list of businesses Specialty and the technical assistance provider will send mailers informing the customers of the availability of yard trimming collection services. Specialty can then follow one of the following protocols, depending on the City's preference.

1. **Auto-Subscription:** Specialty will roll-out yard trimming services to all facilities that meet the threshold, determined through the initial evaluation. This would be most effective



should the City pass an ordinance requiring subscription to organic programs. Other businesses can be routed with these that fall within the lower thresholds over time.

2. **Customer Requested Subscription:** Specialty, the technical assistance provider and/or the City will follow-up on the mailers with each individual business to query if they require service. For those that utilize landscaping services that remove the yard waste, they will be noted into the customer service accounts. This outreach will encourage businesses to subscribe to yard waste service in order to remove any yard waste from the disposal stream.

Through route audits and composition studies at the SMaRT Station, if it is identified that there is yard waste coming from commercial generators, Specialty, the technical assistance provide and/or the City will provide further information to the generators on the availability of yard trimming collection, and potentially the fines associated with non-compliance with the City Ordinance that requires diversion of organic waste (if applicable). In this way the businesses that were exempt from the initial evaluation may be targeted for service if it is demonstrated that they are producing yard waste that would require diversion.

Businesses may be eligible for applicable waivers, as previously described, that would be determined through the waiver process suggested below.

### **Collection Program**

A total of four new food scrap routes will be required to service the City by using front-load collection vehicles in three phases. Also, two additional trucks will be needed to use as spares for the MFD FoodCycle and yard trimming collection, and expanded City yard trimming collection. Specialty will service the commercial yard trimming route in conjunction with the MFD and City yard trimming accounts in one phase. Please note that this is the current estimate of levels of service needed, where adjustments will be made over time if a higher level of service is required for diversion of the commercial businesses. For a description of front-load collection please see Section 3.3.2.

### **Customer Participation**

The key to customer participation is in education, understanding about why the program is important, convenience and ease of use. Food Scrap Collection will likely require the largest amount of technical assistance, outreach and education. Customers understanding the importance of keeping contaminants out of the waste stream and what items are allowable are of utmost importance. Additionally, generators must also be educated on new collection programs of food scraps as a part of their current business operations. This is particularly important for food service industries, whose kitchen and restaurant operations will likely need additional collection bins, signage for employees and customers and support as individuals become accustomed to the new collection program. Yard trimming collection will likely be managed by the existing landscape companies, where communicating to the contract holder as well as the landscape manager on the importance of keep yard waste materials clean will be the

focus of the program. In partnership with the City, Specialty and the Technical Assistance Provider will work to provide a robust education and outreach program.

 <b>Food Scrap &amp; Yard Trimming</b> Summary of Equipment and Personnel Requirements 		
	Food Scrap Collection	Yard Trimming Collection
Front-Load Vehicle	4 (plus 2 spares)	1
Carts	1000 x 35 gallon	1,000 x 95 gallon
Bins	100 x 1 -cubic yard	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Drivers	4	1

#### Diversion Rate Impact

Using best available information Specialty has developed some target diversion tons for each phase of the program. It is assumed that each program will capture 75% of the total materials within the stream, to become compliant with SB 1383. After full roll-out of the commercial food scrap collection and yard trimming collection we estimate an increase to the City's total diversion rate by percent per year.

 <b>Commercial Diversion</b> Estimated Tons and Percent Diverted with Food Scrap & Yard Waste Collection 		
	Tons Diverted	% Increase in City-Wide Diversion Rate
Commercial Food Scraps Phase 1	577	0.21%
Commercial Food Scraps Phase 2	289	0.10%
Commercial Food Scraps Phase 3	288	0.10%
Commercial Yard Trimmings	400	0.14%
<b>Total</b>	<b>1,530</b>	<b>0.55%</b>

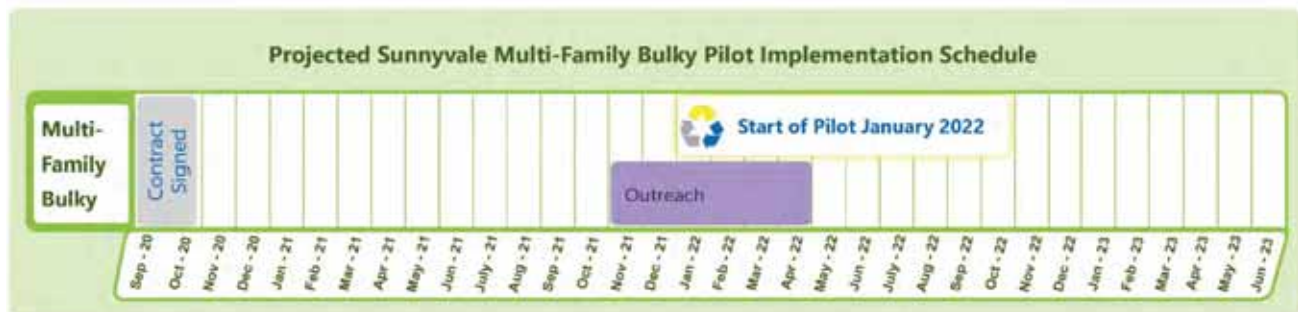
### 3.4.3 Multi-Family Bulky Collection (Pilot)



Specialty is eager to partner with the City on a unique and specially tailored MFD Bulky Item Collection Program. This pilot program is designed to allow the City and Specialty to gather information about a potential full-scale program, including costs and customer participation. Complexes need the ability to divert and dispose of bulky goods in a safe and convenient way. Bulky goods that cannot be easily captured from a collection stream pose a potential contamination issue for the regular collection stream as they are inappropriately disposed in bins, placed beside the collection containers, or worse, illegal dumped around the City. It is Specialty's primary goal to provide a program that is equitable to Sunnyvale customers, convenient and cost effective for the MFDs, where elements of the reuse



program may be added to aspects of the full scale collection program to increase the recovery of items in the City. As a cost saving measure, equipment from the proposed Reuse Program will be used to service the Pilot. The flat bed and driver will be able to adequately service the Pilot Program. The Pilot would be implemented starting January of 2022 for a 6-month period. After this time Specialty and the City will discuss success, limitations and a plan to best implement the program on a larger scale.

#### Evaluation of MFD Bulky Item Collection



As previously presented, there are a total of 1,116 MFD complexes in the City that produce an estimated 42,665 tons of waste per year. Using the CalRecycle MFD Waste Characterization Study published in 2014, approximately 3% of items disposed by MFDs are bulky goods. These complexes would produce approximately 1,280 tons of bulky goods per year. This estimate provides a benchmark for this program, and the proposed Reuse Collection Program (Section 3.4.4) to work toward.



<div>  <div> <b>Multi-Family Disposal</b> by Tiered Service Offering </div>  </div>				
Size of Complex (Units)	Small: Under 50	Medium: 50 - 100	Large: 100+ Units	Total
Number of Complexes	1,007	47	62	1,116
Units	7,142	3,403	13,413	23,958
Population	19,276	9,185	36,202	64,663
Estimated Disposal	12,719	6,060	23,886	42,665
Estimated Bulky Items	382	182	717	1,280

Specialty is proposing providing a pilot that would target two small, one medium and one large complex.



#### Medium and Large Complex Pilot

Specialty would provide one schedule collection event at each medium and large complex. A scheduled clean-up event, that will last 3-days, will be provided to each of the piloted complexes once per year. Specialty will work with complexes in advance to schedule the events and determine the most appropriate designated collection area. Specialty, or the City, will communicate with the management about the availability of this service to encourage them to participate in the clean-up events. Outreach information regarding the dates and allowable materials will be distributed to the complex where they may post, or otherwise distribute, this information to the tenants to inform them in advance of the clean-up. The specific outreach will be created by the City, unless otherwise designated to Specialty, and could include postcards, posters, flyers or other outreach deemed appropriate by the City. Specialty will provide bins based on the size of the complex as detailed by the table below. Participation in the event will be measured by the speed at which the bins become full. Bins would only be collected once, where if the bins become full day 1, it will be collected and taken to SMaRT for processing. The results of the pilot will be recorded including the day the bin was filled, the total tons of materials collected and a description of types of materials collected. This information, bundled with costs of the service, can be used to extrapolate the participation of bulky collection across all medium and large complexes in the City.

#### Small Complex Pilot

Small complexes could be challenged with having sufficient room to stage roll-off containers for prolonged periods of time. It is Specialty's suggestion to pilot on-call bulky item collection services over a 6-month period instead. Tenants will be permitted to call-in and schedule a collection event for a maximum of 2 items. Bagged garbage will not be permitted for collection. For the purposes

of the Pilot limitations on the number of on-call services will be placed on each Complex, calculated at a rate of 50% of the number of units. (For example, a 20-unit complex will be limited to 10 on-call service days and a 50-unit complex will be limited to 25 on-call service days.) Information about these on-call services will be provided through the standard outreach provided to MFD complexes. The tenants will be responsible for calling the City, or if authorized Specialty, to request the service a minimum of 5 business days in advance.

<div>  <div> <b>Multi-Family Bulky Pilot</b>            Program Summary         </div>  </div>			
Size of MF Complex	Pilot Service Method	Notes	Participation Metric
Small	On-Call Collection	1 complex selected at random below 40 Units. 1 complex selected at random above 40 Units.	Number of requests per complex in 6 month period
Medium	30 yd Roll-Off Bin	1 complex selected for 3 - day collection	Length of time until bin was full
Large	40 yd Roll-Off Bin	1 complex selected for 3 - day collection	Length of time until bin was full

During this time, the City (or Specialty) representative may ask questions to screen the items for their ability to be reused. Additionally, the tenant will be asked to describe in detail the items that will be collected<sup>6</sup>. This will allow Specialty to route the collections, and if available, service multiple locations at once. Drivers will be instructed to only collect items that are noted for collection, to prevent unauthorized placement of materials at the collection point. In the event a complex reaches the maximum number of pick-ups within the 6-month timeframe, Specialty and the City should continue to log the number of calls to fully measure potential participation for an on-call service. The results of the pilot will be recorded including the total number of on-call collections completed, the total number of on-call collections requested (if different), the total tons of materials collected, a description of types of materials collected and tons of materials designated as a reuse item if applicable. This information, bundled with costs of the service, can be used to extrapolate the participation of on-call bulky collection across small complexes in the City. Additionally, it could be considered to expand on-call as a replacement to the scheduled bulky collection events, or vice versa.

<sup>6</sup> The technology available through Soft-Pak could allow tenants to email photos of the items, which can be used during this screening process and also added to customer accounts for recordkeeping. These photos, which could be made available to the drivers via the tablets, can be used to ensure the driver is collecting the appropriate materials.

### Collection Program

Specialty will service the MFD complexes using a flat-bed collection truck fitted with lift gate and a boom. As the program is in Pilot phase, the flat-bed vehicle purchased for the Reuse Program will be used to complete this pilot. After completion of the 6-month pilot it can be decided if the program should be expanded to accommodate larger scale collection, and additional truck and containers may be procured.

This service will be rolled-out by January of 2022, where clean-up events and on-call collection can begin being scheduled for a maximum period of 6 months.





<div>  <div> <b>Multi-Family Bulky Pilot</b>  Summary of Equipment  and Personnel Requirements </div>  </div>		
	Scheduled	On-Call
Flat Bed Collection Trucks with Lift Gate and Boom	1	1 (Shared with Tier 1)
Bins	1 x 30 cy roll-off bin 1 x 40 cy roll-off bin	N/A





*Please note that Bulky Item Collection will be limited to strictly bulky good items, and not bagged loose trash items.*

### Customer Participation









Specialty and the City will pick two small, one medium and one large complex for the pilot program. The program will be advertised to each complex management and tenants through a variety of methods, as will be determined by the City. Specialty suggests the use of posters, newsletters, postcards and on-site visits as ways to inform complexes and their tenants about the availability of these programs. Tenants should be informed of how the program works, which number to call, when the scheduled dates of the clean-up events are (if applicable), what types of items are included in the events and where to get more information.

### Clean-Up Events

-  Events will be scheduled in advance with the complex management.
-  A pre-designated location will be selected that can accommodate the collection bins.
-  Tenants will be informed of the Clean-Up events in advance of the event, through the outreach platforms, such as posters, postcards and flyers.
-  Containers will be delivered the morning of day 1 of the Clean-up event, where it will be available to tenants for 3 consecutive days.

-  If the bins are full before the end of the collection event, the complex management will be asked to call the City, or Specialty, where drivers will be dispatched to collect the container and dump it. This will conclude the collection event.
-  At the end of day 3, or when the bins are full, they will be collected utilizing a roll-off truck.
-  Materials will be taken to SMaRT Station where they will be processed for recovery.
-  Metrics will be gathered on the success of the program including tons collected, management feedback, type of items collected and a gauge on participation based on the day the container was full. (For example, if the container is full day 1, it can be assumed that there is a high level of participation where increased service should be provided under a full-scale program. Conversely, if the container is mostly empty on day 3, it can be determined this program would be underutilized at full-scale).

### On-Call Collection

-  Tenants will be informed of the ability to call and schedule one bulky item collection within the 6-month pilot through the outreach platforms previously discussed.
-  A pre-designated location will be selected that will accommodate the placement of the items so they can safely be collected while providing minimal disturbance.
-  A series of screening questions may be asked to ensure the items are appropriate for the bulky item collection (for example, they are not bagged solid waste, they are not hazardous or other special waste). At this time, they can also be screened for their ability to be collected for reuse. This information will be noted in the customer account and on the work order.
-  On-call collection will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
-  Drivers will arrive at the location within the designated collection window and retrieve the bulky goods. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.
-  If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
-  Materials will be taken to SMaRT Station where they will be either processed for recovery or placed within the reuse trailer and included in the reuse program (See Section 3.4.4 for further information.)
-  Metrics will be gathered on the success of the program including tons collected, management feedback, type of items collected, a gauge on participation based on the number of on-call requests received and other notes about the efficacy of the program, such as is there a high incidence of non-matching materials present at the collection site.



### Pilot Cost

Using the existing rate and labor charges this MFD Bulky Collection Pilot program can be provided using the following rates.

<b>Small Complex Pilot:</b>	Below 40 Units: Max cost is \$848.75 (20 items, at 3 items collected per 15-min)
	Above 40 Units: Max cost is \$1,091.25 (25 items, at 3 items collected per 15-min)
<b>Medium Complex Pilot:</b>	Max Cost \$1,029.14 (30-yd bin \$983.29 plus a \$45.85 rental fee)
<b>Large Complex Pilot:</b>	Max Cost \$1,325.11 (40-yd bin \$1,274.74 plus a \$50.37 rental fee)

### Diversion Rate Impact

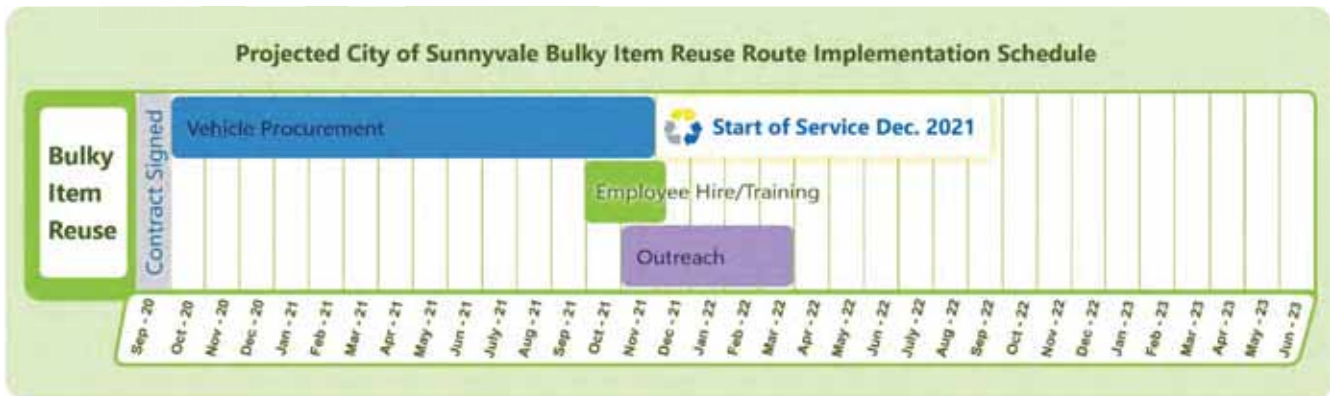
Using best available information, Specialty has developed some target diversion tons for items recovered under the MFD Bulky Item collection program at full scale. It is assumed that this program will recover 50% of the available tonnage within this stream. This recovery of approximately 640 tons a year will help to increase the City-wide diversion rate by 0.23% per year. The results of the Pilot program will better guide these tonnage and recovery estimates.

<div>  <div> <b>Multi-Family Bulky Pilot</b>  Projected Average Diversion Impact  Estimated at Full Roll-Out </div>  </div>		
	Tons Diverted	% Increase in City-Wide Diversion Rate
MFD Bulky Item Collection Average Per Year	640	0.23%



### 3.4.4 Bulky Collection Reuse



Specialty will implement a broader Bulky Item Reuse Program that will be offered for curbside collection for single-family homes and will dovetail with the current single-family, and proposed MFD pilot, bulky item collection services. It is our goal to drive diversion and provide a higher and better use for items through this program. Single-family home residents will be allowed 2 reuse collection Items, twice a year (one within a six-month period). MFD tenants will be able to participate in the Reuse Program during the 6-month Pilot on-call bulky item collection (See Section 3.4.3).



### Evaluation of Bulky Item Reuse

 <b>Single-Family &amp; MFD</b> Bulky Item Estimated Tonnage 			
	Single-Family	MFD Complexes	Total
Total Disposal (TPY)	15,146	34,266	49,413
Bulky Items (TPY)	454	1,028	1,482

Based on the 2014 CalRecycle Waste Characterization Study, approximately 3% of waste disposed by single-family and MFDs are bulky items. A portion of this total stream may be available for Reuse if collected with care and a supply chain is developed for these items. Using this best

available information, it can be estimated that approximately 1,482 tons are being disposed from single-family homes and MFD complexes. A portion of these materials may be able to be reused and diverted from landfill.

Specialty is proposing to develop a collection program that builds off both the current and proposed Bulky Item Collection Programs. This program could eventually be expanded to include other reusable items which are not bulky goods but initially will include the following items listed on the provided Reuse Program Flyer.



The focus will be to collect large reuse items, such as furniture. Once the program has been established, the City and Specialty will look at adding items to the program. This would allow Specialty to test out the reuse program on a small scale, and if an additional supply chain develops for other items, the City and Specialty have the option to expand. The program will not accept the following items: mattresses, clothing, construction and demolition, tires, household hazardous waste, rocks and dirt, cribs, car seats or loose wood.

Sunnyvale single-family residents are provided Bulky Item Collection, as described in Section 3.3.6. In addition, Specialty is proposing a Pilot On-Call Bulky Item Collection Program for MFDs, described in Section 3.4.3. Specialty is proposing to add 2 curbside Reuse Collections to single-family homes and add a Reuse Collection Program to the On-Call MFD Collection Program. Customers will be asked to call to request the reuse collection, where they will be asked a series of questions to screen the items and determine if they can be included in the Reuse Program. Additionally, they will be asked to submit a photograph of the items.

These questions would include:


- Is the item in good working condition and safe to use?
- Is the item clean?
- Are the items wet or contain water?





-  Is there fuel in the item, or does it have a fuel tank (propane tank for example)?
-  Is the item potentially hazardous? (Household chemicals, U-waste etc.)

The key to success of the program is ensuring the items that are collected can be reused, and that a supply chain is developed for the items so they can be moved quickly into use. Specialty proposes using a variety of methods for getting the items into Reuse, using an array of community partners.

- 1) Specialty would like to work to increase demand and awareness of the Reuse Trailer available at SMaRT Station.
  - a. In partnership with the SMaRT Station and the City of Sunnyvale Specialty believes we can increase the traffic of people at the Reuse Trailer through an intentional outreach campaign. This would include listing the Reuse Trailer on outreach flyers, in social media postings, and call waiting messages for example.
  - b. Additionally, focused outreach to a variety of non-profit and community groups to inform them of the Reuse Trailer and the availability of items.
- 2) Specialty will also cultivate relationships with local non-profit and community groups who may require items to support their activities. The goal will be to develop a supply chain that can utilize the materials that are collected in order to ensure this collection program contributes to diversion. A description of some of these entities is provided below.

 **LifeMoves** give a temporary place for those experiencing homelessness and provide customized case management through both shelter programs and community outreach. With 23 shelter and service sites from Daly City to San Jose, LifeMoves currently has 950 clients receiving shelter, food, services, and clothing every single night and had 2,127 clients successfully return to stable housing last year.

 **Next Door Solutions** is the only stand-alone, domestic violence agency in Santa Clara County, serve an average 3,000 survivors of domestic violence annually. Through their programs The Shelter Next Door and HomeSafe, they can provide safe accommodations, either transitional or permanent. In 2018-2019, they provided housing assistance to 167 clients, and provided shelter to over 300 individuals.

 **Unity Care** offers housing solutions that provide youth and young adults a safe and secure place to live. Their housing and programs serve transitional age foster youth and families ages 16-21 in Santa Clara, San Mateo, San Francisco, Placer, and El Dorado counties. They focus on meeting individualized needs and working together for the benefit of each child and family in their care. In 2017-2018, 372 youth and families were served in housing related Unity Care programs. 91% of their youth obtained safe, secure, and affordable housing the same year.




### Single-Family Collection Program

Sunnyvale residents will call to order a Reuse Collection, where two items will be collected per collection event. The Service Representative will ask a set of questions to screen the items to ensure they are suitable for reuse. In addition, the customer will be asked to submit a photograph of the items that will be used to authorize the items for collection. A workorder will be created and delivered to Specialty, which include the photograph that can be uploaded to the Driver tablet. The date of collection will be set on the next scheduled service day. Residents will be asked to place their unwanted items in front of their residence, where the items will be collected utilizing a flatbed vehicle with lift-gate and boom. The driver will arrive at the residents, compare the items to the photograph and ensure they match the items listed on the workorder before collection. Only the pre-approved items will be collected. If un-approved items are present, they will be tagged with non-collection notices. Reuse Items will be delivered to the SMaRT Reuse Trailer.

### MFD Complex Collection Program

Sunnyvale tenants will call to order a reuse collection in conjunction with the pilot on-call bulky item collection, where two items will be collected for reuse per collection event. The service representative will ask a set of questions to screen the items to ensure they are suitable for reuse. In addition, the customer will be asked to submit a photograph of the items that will be used to authorize the items for collection. A workorder will be created and delivered to Specialty, which include the photograph that can be uploaded to the Driver tablet. The date of collection will be set within 5 days of the request. The tenant will be asked to place their unwanted items in a pre-approved location at the complex, where the items will be collected utilizing a flatbed vehicle with lift-gate and boom. The driver will arrive at the complex, compare the items to the photograph and ensure they match the items listed on the workorder before collection. Only the pre-approved items will be collected. If un-approved items are present, they will be tagged with non-collection notices. Reuse items will be delivered to the SMaRT reuse trailer. Metrics associated with the successful collection of reusable items during the MFD on-call bulky collection pilot will be included in the greater evaluation of the effectiveness of the MFD Bulky Item Collection Program.








 <b>Bulky Item Reuse Program</b> Summary of Equipment & Personnel Requirement 	
Flat Bed Collection Trucks with Lift Gate and Boom	1
Bins	N/A
Drivers	1

### Customer Participation






This new program will be advertised to single-family homes, complex management and tenants through a variety of methods, as will be determined by the City. Specialty suggests the use of



social media campaigns, mailers, posters, newsletters, postcards, and additionally for complexes move-in kits and on-site visits as ways to inform customers about the availability of the Reuse Program. Customers should be informed of how the program works, types of allowable and non-allowable items, which number to call and where to get more information. Additionally, customers should be informed on where they can find the reuse items as a way to build demand for the items.

### Single-Family Homes

-  Residents will be informed of the ability to call and schedule 2 Reuse collections per year, where 2 items may be collected, through the outreach platforms previously discussed.
-  Residents will call to request a reuse collection service.
-  A series of screening questions may be asked to ensure the items are appropriate for the reuse collection program. Residents will be asked to submit a photograph of the items for pre-approval. This information will be noted in the customer account and on the work order.
-  The reuse collections will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
-  Drivers will arrive at the location within the designated collection window and retrieve the Reuse Items. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.
-  If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
-  Materials will be taken to SMaRT Station where they will be placed within the reuse trailer or otherwise diverted through the non-profit and community agencies.

### MFD Complexes

-  Residents will be informed of the ability to call and schedule reuse collection with the On-Call bulky item collection through the outreach platforms previously discussed in conjunction with the Pilot.
-  A pre-designated location will be selected that will accommodate the placement of the items so they can safely be collected while providing minimal disturbance.
-  A series of screening questions may be asked to ensure the items are appropriate for the reuse program. Additionally, the customer will be asked to submit a photograph of the items for pre-approval. This information will be noted in the customer account and on the work order.
-  The reuse and on-call collections will be required to be scheduled in advance so that they may be routed to maximize efficiency for the drivers.
-  Drivers will arrive at the location within the designated collection window and retrieve the reuse items and bulky goods. Drivers will check the items placed outside against the work order and/or customer account to ensure the items match the description. If all is correct, the driver will exit the vehicles, and using the lift gate and/or boom, place the bulky good inside the collection vehicle.

-  If additional items are placed at the collection site that are not listed in the work order/customer account, a non-collection notice will be placed on the items.
-  Materials will be taken to SMaRT Station where they will be placed within the reuse trailer or otherwise diverted through the non-profit and community agencies.

### Diversion Rate Impact

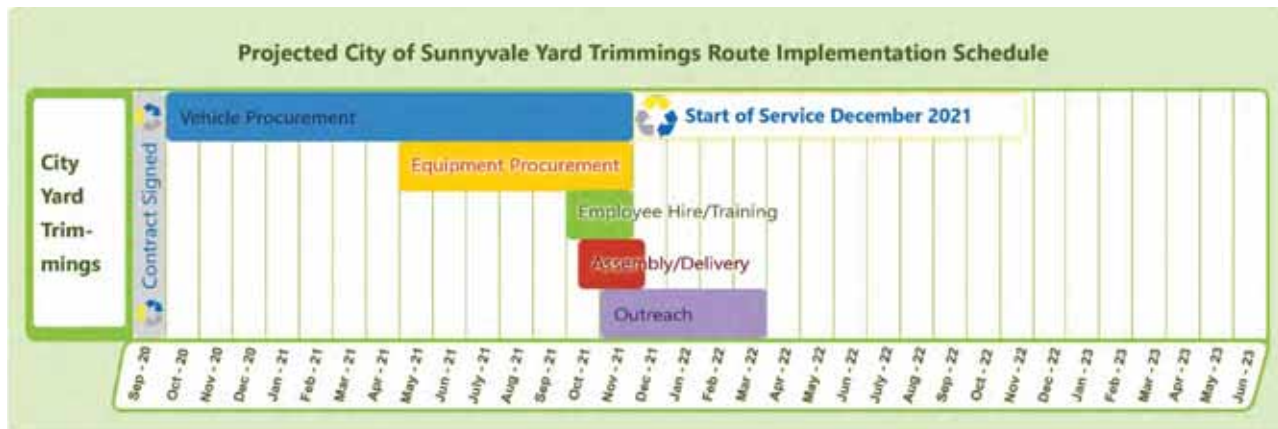
Using best available information Specialty has developed some target diversion tons for items recovered under the Reuse Collection program. It is assumed that this program will recover 10% of the available tonnage within this stream at full-scale. These numbers may be refined after completion of the MFD Bulky Item Collection Pilot program. This estimated recovery of approximately 148 tons a year will help to increase the City-wide diversion rate by 0.05% per year.

<div>  <b>Single-Family Reuse &amp; MFD Bulky Reuse Pilot</b>  </div> <div>Projected Average Diversion Impact by 2022</div>		
	Tons Diverted	% Increase in City-Wide Diversion Rate
Reuse Item Collection Average Per Year	148	0.05%

### 3.4.5 City Facilities, Parks and Schools





City facilities, parks, and schools may have sources of organics that should be included in a Yard Trimming Program. This is both compliant with SB 1383 and an excellent way to demonstrate to the community the commitment the City has for diverting organics from landfill. Yard trimming collection will be rolled out in one phase, starting December 2021, in conjunction with commercial and MFD yard trimming collection.



### City Yard Trimming Analysis

Yard trimming collection will be rolled out to all Parks, Schools and to the appropriate Public Administration facilities. Specialty will work with the City of Sunnyvale to identify which City Facilities will require collection services. Yard trimming collection will be routed with commercial and MFD collection, which is scheduled to begin December 2021. (More information can be found in Section 3.4.7). The following table summarizes the expected yard trimming tons that will be collected from these entities.

<div>  <div> <b>City of Sunnyvale</b>            Estimated Yard Waste         </div>  </div>		
Entity	Count	Yard Waste Tons
Parks	24	70
Schools	34	409
City Facilities	30	11
<b>Total</b>	<b>78</b>	<b>490</b>



### City Collection Program

We expect one front-load vehicle will be required for yard trimming collection. This yard trimming route will also service commercial and MFD yard trimming accounts. Please note that this is the current estimate of levels of service needed, where adjustments will be made over time if higher levels of service are required for diversion of the City Facilities, Parks, and Schools. For a description of front-load collection please see Section 3.3.2.

Yard Trimming Summary of Equipment and Personnel	
Yard Trimming Collection	
Front-Load Vehicle	1
Carts	1,000 x 95 gallon
Bins	300 x 1 cubic yard 200 x 3 cubic yard 30 x 6 cubic yard
Drivers	1

### Customer Participation

City facilities, schools and parks should be handled similarly to all other customers, where individuals should be provided the right education to understand why the program is important, ensure it is convenient and easy to use. Customers understanding the importance of keeping contaminants out of the waste stream and what items are allowable are of utmost importance. Additionally, generators must also be educated on the existing food scrap collection program as a part of the outreach. This is particularly important for those facilities that have cafeteria or kitchen operations, such as schools and fire houses. Yard trimming collection will likely be managed by the existing landscape companies and Park personnel, where communicating to the landscape manager on the importance of keep yard waste materials clean will be the focus of the program. In partnership with the City, Specialty and the technical assistance provider will work to provide a robust education and outreach program.

### Diversion Rate Impact

Using best available information Specialty has developed some target diversion tons for each program. It is assumed that the program will capture 75% of the total materials within the stream, to become compliant with SB 1383 and in result will increase the City's total diversion rate by 0.45% per year.

<div>  <div> <b>City Facility Diversion</b>  Yard Waste Collection  Estimated Tons and Percent Diverted </div>  </div>		
	Tons Diverted	% Increase in City-Wide Diversion Rate
City Facilities, Schools and Parks - Yard Trimmings	490	0.45%
<b>Total</b>	<b>1,084</b>	<b>0.18%</b>

### 3.4.6 Technical Assistance












Specialty understands Technical Assistance is vital for the successful roll-out of new programs. This Technical Assistance program approach has been prepared using the expertise of SCS Engineers, an industry expert, that has been closely involved in the successful roll-outs of organic collection programs among residential, commercial and MFD complexes across California. They are additionally experts in SB 1383 and work with several technology platforms, including Recyclist. This is an added benefit for Specialty and the City where data transfer can be made easily and within existing systems. As requested, Specialty has provided a two-tier Technical Assistance approach that scales up the number of outreach visits that will be completed by SCS Engineers.

#### Specialty's Role in Technical Assistance







Specialty has committed to hiring an SB 1383 Compliance Manager and an Outreach Manager that will be the key personnel to coordinate and conduct all activities as they related to SB 1383 and implementation of outreach, including providing the foundation for the Technical Assistance Program. The Compliance Manager will serve as the primary point of contact for SCS Engineers. The Outreach Manager will implement outreach per the direction of the City. Job duties have been included in Section 3.4.8.

Specific to technical assistance, the SB 1383 Compliance Manager will:

-  Coordinate with the City and subcontractor as needed;

-  Coordinate City, subcontractor and Specialty staff training regarding technical assistance, and compliance requirements of AB 1826 and SB 1383;
-  Coordinate inspections, site visits and assessments with the City and subcontractor;
-  Complete SB 1383 compliance reviews including route reviews, desk reviews, inspections and all related reporting requirements of these and the contamination monitoring programs;
-  Complete assessments of MFD complexes and commercial generators as described in Sections 3.4.1 and 3.4.2;
-  Conduct required noticing of customers in the event of non-compliance and ensure appropriate reporting of noticing from drivers, route supervisors, and sub-contractor;
-  Complete and review all waivers for customers before submittal to the City for required authorization;
-  Coordinate and conduct the necessary re-visits for all non-waived generators that are out of compliance;
-  Actively resolve logistical barriers to compliance with generators; and
-  Complete all reporting requirements as they related to compliance with SB 1383.

Specific to technical assistance, the Outreach Manager will:

-  Coordinate with the City and subcontractor as needed;
-  Coordinate City, subcontractor and Specialty staff training regarding technical assistance, and outreach and education;
-  Coordinate the City directed implementation of outreach and education programs;
-  Conduct required noticing of customers in the event of non-compliance and ensure appropriate reporting of noticing from drivers, route supervisors, and sub-contractor;
-  Actively resolve logistical barriers to compliance with generators; and
-  Complete all reporting requirements as they related to compliance with SB 1383.

### **SCS' Role in Technical Assistance**

SCS will be hired to augment the SB 1383 Compliance Manager, the Outreach Manager and any City resources that will be designated for Technical Assistance. As experts in their field, SCS will help guide and shape the Technical Assistance Program using their extensive knowledge. No less than 180 days before the commencement date, the City and Specialty will meet to finalize the scope of work and list of services that will be conducted by SCS. Additionally, a preliminary schedule can be provided for the completion of services to ensure outreach activities begin ahead of collection programs so customers are aware of the transition of programs.



SCS, the City, and Specialty will then conduct a kick-off meeting before activities begin to confirm project goals and objectives, discuss the overall approach to the project, including the roles and responsibilities of the team and immediate concerns and priorities. SCS will be available to provide training to the City and Specialty staff ahead of site visit activities. The primary objective for SCS will be to complete in-person site visits to commercial generators and MFD complexes (managers

and tenants) to hand out informational materials, food pails (as needed), provide guidance and answer any questions that should arise.

### **Tier 1: SCS Subcontractor Assistance**

Specialty has solicited a scope of work from SCS, included in Attachment A, that outlines the approach for technical services. As stated, SCS is comfortable working on an 'as needed' basis, where additional work orders can be provided should the City and Specialty determine that additional services are required, including more site visits. The SB 1383 Compliance Manager will provide an initial list of priority customers to visit. This will be based upon the review conducted ahead of program roll-out (described in Sections 3.4.1 and 3.4.2), and include priorities based upon geographic location (to consider initial routes), size of generator and their AB 1826 compliance priority (Phase 2 or 3<sup>7</sup>).

This preliminary Scope of Work has been provided for a not-to-exceed amount of \$60,000 annually, based upon the following assumptions:

-  100 businesses or MFD complexes will be visited:
-  A total of 3 hours will be designated for each customer
  - ✓ One-hour initial visit
  - ✓ One-hour follow-up
  - ✓ One-hour of training and/or additional meetings

The number of businesses visited may be adjusted within this scope of work, should the hour requirements be adjusted per business. For example, should Specialty and the City conduct all initial visits, SCS could add an additional 50 commercial businesses or MFD complexes (for example)<sup>8</sup>. Although Specialty has assumed this Technical Assistance would occur annually, these services may be scaled-up or down as needed or conclude after programs have been fully rolled out and are meeting diversion and contamination level expectations.

### **Tier 2: SCS Subcontractor Assistance**

Should the City choose, the scope of work may be modified to include more site visits to assist with Technical Assistance. Using data presented in Section 3.4.1 it can be estimated that roughly 386 MFD complexes, accounting for 21,159 units, produce the vast majority of food scrap tons within this sector. Data further presented in Section 3.4.2 shows that approximately 4,000 commercial generators will likely not qualify for de minimis waivers and may need technical assistance to assess their compliance. Food scrap collection is appropriately phased across MFD complexes and commercial generators, in 2 stages for MFDs (2 routes) and 3 stages for commercial generators (4 routes).

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<sup>7</sup> Specialty assumes that the City will be responsible for inspections, outreach and setting up service for all Phase 1 generators.

<sup>8</sup> These are approximate numbers subject to more information regarding the characteristics of the locations and the training needs. Specific number of visits would be further clarified with SCS through the finalization of the Scope of Work.

Should SCS be hired to complete higher numbers of site visits, this would assist the City and Specialty in achieving greater participation in the programs. These visits can be conducted over time, as the programs are phased in, in addition to after programs are rolled out to address customer questions or concerns.







As an example, SCS could be responsible for targeting 20% of all MFD units, which would require a budget between \$55,000 - \$60,000 annually. In addition, should SCS be asked to assist with the technical assistance of 10% of businesses, this could require a budget of approximately \$120,000. These budgets could be phased in over time and used to augment Specialty and City staff visits.

### 3.4.7 Program Timeline and Implementation



Specialty has worked with the City through a variety of program transitions, where Specialty's goal is to continue to offer the highest level of services to the City as new programs are phased in. The proposed programs presented in this proposal are vital for the ability of the City to comply with the requirements of SB 1383, where extreme importance is placed on the minimization of service disruptions for customers. In our experience, providing timely education and outreach, ensuring programs are rolled out in accordance with the schedule, and maintaining clear communication are key aspects to the successful phase-in of programs. Our experienced management team has the knowledge and expertise to ensure that the phase-in of these new services will be seamless.

Focus areas of our program are:

-  Comprehensive Planning
-  Collaboration with the City
-  Dedicated Resource Investments
-  Effective and Accurate Communication
-  Timely and Informative Public Outreach and Education
-  Thoughtful and Expedient Problem Resolution

*Our main objective is to continue to provide excellent service through the phase-in of new programs, with minimal disruption to customers.*

Our management team will meet on a regular basis with the City to review any necessary updates to the phase-in schedule, including procurement schedule, account data management and integration to our software, container delivery, and personnel recruitment and training. Additionally, Specialty will work with the City to finalize the pilot program for MFD Bulky Item, discuss updates to the Technical Assistance scope of work, outreach and education programs and other items as needed.

#### Key Implementation Plan Elements

A schedule for the implementation of services, including phase in and the beginning of the pilot





program for MFD bulky item, is provided below to show how Specialty will ensure programs have begun in time for the start of SB 1383. Key points to note include the beginning of the procurement process, which requires the longest amount of time, that will begin after the contract is signed. Should there be any delays in the contract signing, the schedule will be appropriately shifted. The major elements of our Implementation Plan include:

- **Data Management and Conversion:** Account data will be entered into Soft-Pak ahead of December 2021.
- **Customer Container Selection:** The SB 1383 Compliance Manager will begin sorting through customer data, as described in Sections 3.4.1 and 3.4.2, to assess the appropriate organic services for MFD complexes and commercial generators.
- **Equipment Procurement:** All necessary equipment including, but limited to, collection and utility trucks, carts, bins, roll-off, compactors, and debris box containers must be procured to ensure timely delivery.
- **Public Education and Outreach:** The Outreach Manager, at the direction of the City, will develop a plan to distribute outreach materials, hire the Technical Assistance subcontractor (if required), and finalize their scope of work.
- **Personnel Recruitment and Training:** All personnel will be trained on the new contract requirements, new technology programs, new collection programs and any other items needed to ensure safe, efficient and compliant collection services.
- **Collection Routing:** Efficient and balanced routing that considers traffic impacts and local needs, like school zones, are fully accounted for the new collection programs.
- **Container Distribution:** Correctly sized and colored containers with appropriate labels will be delivered for all new programs. (End of life containers will similarly be swapped for correctly labeled and colored containers.)


### New Collection Program Approach

Specialty has developed specific approaches for implementing new services that takes into account the needs for each program.


-  **Bulky Item Reuse Collection:** The Reuse Program will require the purchase of one flat bed collection vehicle with lift gate and boom, and one collection drivers. This vehicle will be procured when the contract is signed. Specialty has assumed:
  - ✓ 15 months for the procurement of the vehicle;
  - ✓ 2 months to hire and train personnel; and,
  - ✓ 5 months to provide outreach and education to single-family homes, and MFD complexes that will be piloting Bulky Item Collection (See below)
-  **Multi-Family Bulky Item Collection:** The MFD Bulky Item Collection Program will be piloted utilizing the collection vehicle purchased for the Bulky-Item Collection Program. Specialty has assumed:
  - ✓ 6 months to provide outreach alongside the pilot programs (see Section 3.4.3)



- ✓ Pilot program to be limited to two small, one medium and one large MFD complex and to include limited on-call and scheduled services. Each complex will have a maximum number of items included in the collection, where the program will be tracked and expanded (with the purchase of an additional truck) as determined by Specialty and the City at the conclusion of the Pilot Program.


 **Multi-Family FoodCycle Collection:** The MFD FoodCycle Collection Program will be phased in over two stages. The stages will each include MFD complexes of varying sizes in using geographic locations of MFDs to ensure efficient routing. Specialty will complete a considerable amount of research into the MFD complexes, as described in Section 3.4.1, to analyze the complexes and provide default food scrap service, unless it is determined they may qualify for one of the waivers described in the Section. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any Technical Assistance and prepare an appropriate outreach campaign. Specialty further assumes:

- ✓ 15 months for the procurement of the vehicle (over two stages);
- ✓ 2 months to hire and train personnel (over two stages);
- ✓ 5 months to provide outreach and education to MFD complexes; and,
- ✓ Each Stage consists of one Front-Load Collection vehicle and one driver for one route.

 **Multi-Family, City and Commercial Yard Trimming Collection:** Yard trimming collection for MFD complexes, City facilities and commercial generators will occur concurrently in one stage. Specialty will complete a considerable amount of research around the MFD complexes and commercial generators, as described in Sections 3.4.1 and Section 3.4.2, to analyze the customer location and provide default yard trimming service to those customers who are selected through the process, unless it is determined they may qualify for one of the waivers described in the Section. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any technical assistance, and prepare an appropriate outreach campaign. Additionally, contamination minimization, route review, and desk review programs under SB 1383 may identify MFD complexes and commercial generators that will be added to yard trimming service at a later time if it is found they are disposing of yard trimmings.

Specialty further assumes:

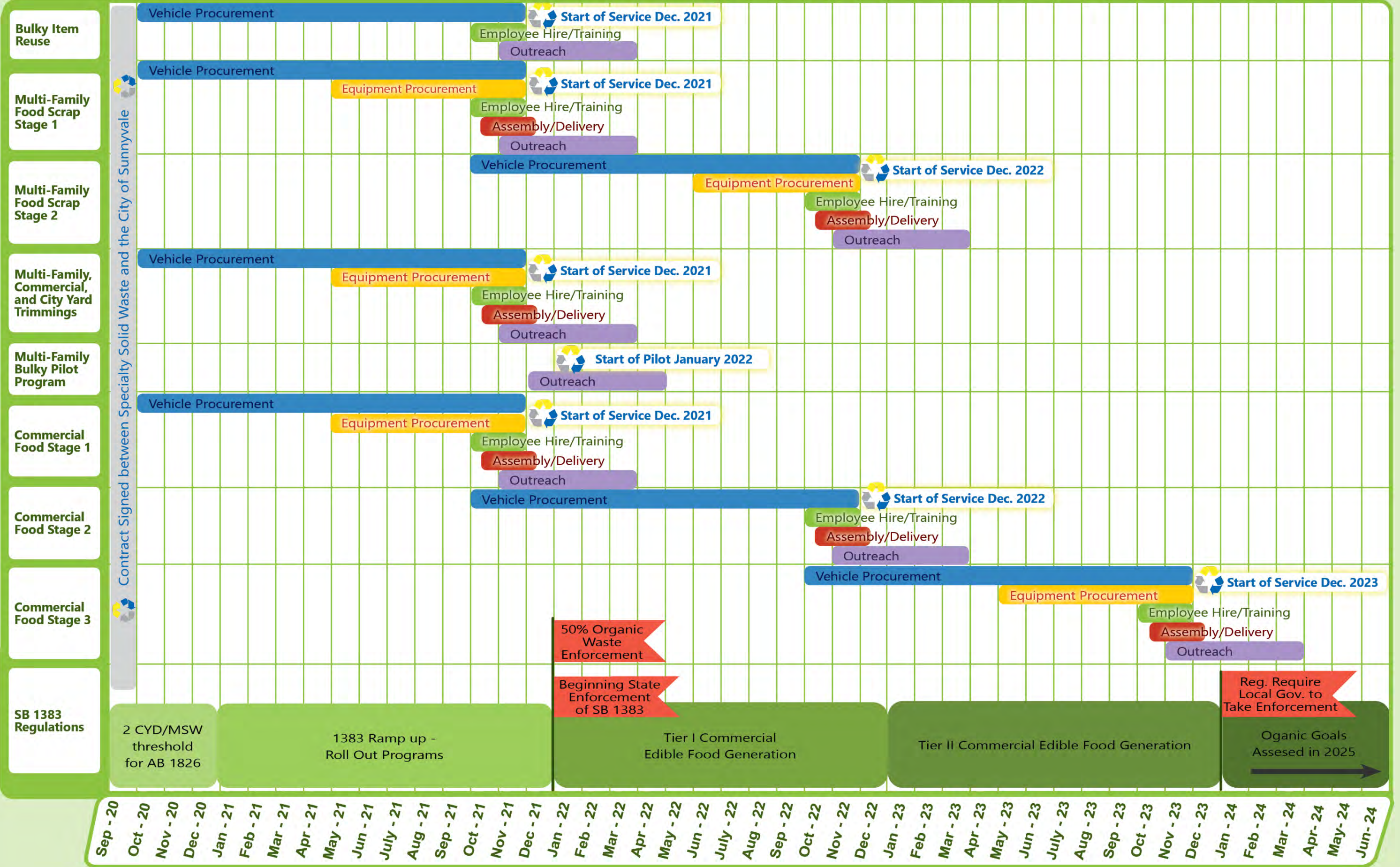
- ✓ 15 months for the procurement of the vehicle;
- ✓ 2 months to hire and train personnel;
- ✓ 5 months to provide outreach and education to MFD complexes, commercial generators and City facilities; and,
- ✓ Collection consists of one front-load collection vehicle and one driver for one route.

 **Expanded Commercial Food Scrap Collection:** The Commercial Food Scrap Collection Program will be phased in over three stages. The stages will each include commercial generators of varying sizes, using their geographic locations to ensure efficient routing. Specialty will complete a considerable amount of research into the commercial generators, as described in Section 3.4.2, to analyze their service size and provide default food scrap service, unless it is determined they may qualify for one of the waivers described in Section 3.4.1. All waivers will be pre-approved by the City. This analysis will begin the Summer of 2021 to allow sufficient time to discuss the roll-out of services with the City, investigate the application of waivers, finalize the scope of services of any technical assistance and prepare an appropriate outreach campaign. Specialty further assumes:

- ✓ 15 months for the procurement of the vehicle (over three stages);
- ✓ 2 months to hire and train personnel (over three stages);
- ✓ 5 months to provide outreach and education to commercial generators; and
- ✓ Stage 1 will consist of 2 routes, (2 trucks and 2 drivers), and Stage 2 and 3 will consist of 1 route (1 truck and 1 driver) each.



Sunnyvale Projected Route Implementation Schedule








## SB 1383 Container Color Compliance Plan

In addition to the new programs that will be phased in, to both ensure compliance with SB 1383 and to enhance customer services within the City, container colors must also be standardized and compliant with SB 1383. Specialty is proposing the following Cart and Bin Replacement Schedules that utilize a combination of approaches (lid replacement and full container replacement) to ensure compliance with the regulation. Full container replacements are tied to the end of life of the container or are tied to new programs roll-out.

### Specialty Solid Waste - Cart Replacement Schedule

Residential		Notes	2021	2022	2023	2024	2025	2026	2027	2028
	Recycling	Replacing at End of Life								
	Yard Waste	Replacing at End of Life								
	FoodCycle	Container Replacement								
	Recycling	1,000 a year for 5 years*								
	Yard Waste	New Service								
	FoodCycle	New Service								
	Solid Waste	As Needed, 200/Year Estimate								
	Recycling	1,000 a year for 5 years*								
	Yard Waste	Replacing at End of Life								
	Food Scrap	Lids Only								
	Solid Waste	Container Replacement								
	Recycling	1,000 a year for 5 years*								
	Yard Waste	Replacing at End of Life								
	Food Scrap	Lids Only								
	Solid Waste	Container Replacement								

\*These Recycling cart replacements for MFD, commercial and City locations will occur concurrently and are limited to 1,000 carts a year for 5 years.



Specialty will be using the expertise of ContainerPros to complete the cart and bin lid replacements, new container delivery and container labelling. Specialty has utilized ContainerPros services in the past where they will ensure the deliveries, labelling and lid swaps will occur efficiently, safely and with minimal disruptions to the customers. A Scope of Work has been provided by ContainerPros in Attachment A.

### Specialty Solid Waste - Bin Replacement Schedule

Collection Type	Current Bin Colors	New Bin Colors	Approx. # of Bins	Proposed Phase-In Schedule
Solid Waste	Blue Body and Black Lid 	Blue Body and Black Lid 	5,000	N/A – Bins will remain the same color convention.
Cardboard	Gray Body and Black Lid 	Gray Body and Blue Lid 	760	August 2021 - Phase in from Six to Eight Weeks
Food Scrap	Bright Green Body and Black Lid 	Bright Green Body and Brown Lid 	150	August 2021 - Phase in from Six to Eight Weeks
Yard Waste	N/A	Dark Green Body and Black Lid 	10	All bins will be purchased new.

Bin repainting on a large scale is complex and expensive therefore Specialty is proposing to use lid color as the primary method of identifying which material types should be placed in the bins. The vast majority of bins in the City are utilized for garbage collection. These bins will continue to have a blue body and a black lid. Cardboard containers, which are currently grey with a black lid, will transition to grey with a blue lid. Food Scrap collection bins will be provided a brown lid, where designated yard trimming containers will have a darker green body and be provided a black lid. Lid replacements will occur over a 6-8-week period beginning the August of 2021. These color conventions and proposed schedule are fully compliant with SB 1383 and provide a cost effective and efficient approach to bringing bins into compliance. The table above summarizes the Bin Replacement Schedule.

**Customer Owned Bin Repainting:** In some circumstances, customers own their own bins. The City may require those bins to be repainted in order to ensure compliance with SB 1383. Specialty will offer bin re-painting for customers. This service can be provided year-round. It is our expectation that customers will call the City for the service, where the City will develop a work order that Specialty will complete within 10 business days. Specialty will collect the container, bring it to the yard where it will be repainted with the appropriate color. The bin will dry and be returned to the customer the next business day.



### 3.4.8 SB 1383 Compliance









#### Overview of Compliance Program



Specialty is well prepared to ensure we comply with SB 1383, where Specialty, the City, our customers, and the SMaRT Station will all have a range of requirements under this landmark regulation. The regulation requires a shared responsibility framework to reduce 50% of all organics sent to landfill by 2020 and a 75% reduction of all organics sent to landfill by 2025 to mitigate methane. The following step-by-step description of Specialty's SB 1383 program demonstrates the level of commitment that the company has to organics recycling and greenhouse gas reduction. The SB 1383 program will not only meet the City requirements but will also ensure essential reporting for any CalRecycle annual review. Additionally, Specialty has created a reserve fund where \$100,000 will be set aside in year 1 and year 2 as a contingency if additional SB 1383 programs are needed, outside of the scope of this proposal.

Specialty has developed a detailed program to work cooperatively with the City to meet the requirements of SB 1383. This includes:

-  Hiring a full-time SB 1383 Compliance Manager dedicated to all aspects of Specialty's SB 1383 contractual requirements
-  Hiring a full-time Outreach Manager dedicated to implementing all aspects of outreach and education as required by the City
-  Investment in the best available reporting software for collection operations (Soft-Pak), which will seamlessly integrate with Recyclist
-  Coordination with an expert sub-contractor, SCS Engineers, to conduct technical assistance for new program roll-out and continued education (as directed by the City)
-  Implementing a training and education program for drivers, supervisors and service representatives on the requirements of SB 1383 and new reporting platforms and requirements
-  Broad support and understanding from management team on compliance objectives



### Roll-out of new or expanded organic recovery programs to the City of Sunnyvale generators

The new and expanded programs as detailed in this RFP are expected to recover a total of 11,769 tons of organics<sup>9</sup> once fully phased in. Diversion through these programs are significant to advancing the City toward the recovery goals laid out in SB 1383. Additionally, we expect that tons will increase through existing diversion programs (Residential FoodCycle and yard trimmings, and City food scrap), there will be increased source reduction through concerted education programs on food waste, diversion through edible food recovery, further education for landscapers and self-haulers on diversion, and increased processing at SMaRT. Recovered tons and total organic tons sent to landfill will be studied throughout the contract using both route reviews and waste composition studies at SMaRT.

Specialty will meet statewide goals of reducing organics from landfills through easily understandable labeling of containers, education and outreach, efficient collection and processing, and in-depth inspection, review, and reporting. Although we have addressed all the topics as detailed in the RFP, Contract and Exhibit K, items have been reorganized within this Section to allow for clarity. Please note the “Topic number” in each table references the specific Topic Items as listed in Exhibit K.

## Infrastructure and Program Development

### Staff and Training Resources

Specialty will hire a full-time SB 1383 Compliance Manager to oversee and manage all aspects of the SB 1383 contractual requirements and AB 1826 expansion. In addition, a full-time Outreach Manager will be hired to implement the Outreach and Education plan, as directed by the City. They both will be hired in early 2021 to allow for adequate training opportunities, and time to provide adequate training to other staff. Additionally, they will begin desk review (lead by the 1383 Compliance Manager) of the MFD complexes and commercial generators as described in Sections 3.4.1 and 3.4.2.

The SB 1383 Compliance Manager will be coordinating Specialty, SMaRT, and the City’s efforts to meet the requirements of SB 1383 and AB 1826. Their job duties will include:

- ✓ Be the primary contact on issues related to SB 1383 contractual obligations
- ✓ Be the primary contact for the technical assistance sub-contractor
- ✓ Provide all reports as needed for the City and CalRecycle
- ✓ Perform a desk review of MFD complexes to assess their service needs and food scrap collection and yard waste collection programs. Conduct on-site visits and assessments as needed.
- ✓ Perform a desk review of commercial generators to assess their service needs and food scrap collection and yard waste collection programs. Conduct on-site visits and assessments as needed.

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<sup>9</sup> This does not include tonnage that would result from expanding Bulky Item Collection to MFD complexes or the Reuse program.



- ✓ Perform annual desk reviews of generators' compliance and provide reporting to the City.
- ✓ Review cart replacements to ensure that all new receptacles for food waste are brown, yard waste receptacles are green, recyclable receptacles are blue, and that new waste containers are black or gray. This will ensure that bins do not become color obsolete once the SB1383 2036 color requirement is in effect.
- ✓ Develop protocols for route reviews and conduct and coordinate route reviews as needed to comply with the regulatory requirements
- ✓ Procure Specialty's paper in accordance with SB 1383 and the Environmentally Preferable Purchasing Policy
- ✓ Maintain records of solid waste diversion programs, including collection, route audits, non-compliance notices, complaints and resolutions, etc.
- ✓ Coordinate technical assistance and inspections with generators who are subject to food recovery programs

The Outreach Manager will be coordinating Specialty, and the City's efforts to meet the requirements of the Outreach and Education Plan. Their job duties will include:

- ✓ Work to develop partnerships with and incorporate City programs and educational activities into Specialty's activities, and vice versa;
- ✓ Prepare proposals and presentations to City entities;
- ✓ Post educational and outreach material on Specialty's website and social media platforms. An employee will post information provided by the City, as well as Specialty's own content to further organics diversion programs;
- ✓ Participate and represent Specialty in community activities;
- ✓ Oversee customer satisfaction of all program services, per the Agreement;
- ✓ Coordinate and produce the annual education and outreach plan required by the Agreement;
- ✓ Coordinate implementation of the annual public education plan;
- ✓ Perform annual visits to identify the service needs of every customer, other than single-family customers, by conducting "diversion opportunity assessments" of customer locations and facilities in conjunction with the SB 1383 Compliance Manager;
- ✓ Manage follow-up diversion opportunity assessments for businesses to conduct a more comprehensive investigation and educational process after the initial review in conjunction with the SB 1383 Compliance Manager;
- ✓ Provide all customers with appropriate educational information necessary to make informed, environmentally-forward decisions relative to waste reduction, reuse, and diversion activities.
- ✓ Maximize the opportunity for initial and sustained program success by seeking to identify a "champion" (ideally a senior manager) at each commercial and multi-family



customer who will serve as a primary contact and advocate for diversion programs within the customer's organization;

- ✓ Assist in planning service needs for special events and large venues with a focus on reducing the Disposal of materials resulting from such events or venues; and,
- ✓ Create and distribute reports as required by the Agreement and/or requested by the City.

As mentioned, Specialty would like to hire the SB 1383 Compliance Manager and Outreach Manager in early 2021 to provide ample time to understand all job duties, get adequate training and provide training to Specialty employees on the expanded requirements of the regulation. Specialty has a comprehensive training program that will pull together training on the new technology platforms (Section 3.4.11), and customer service and safety (Section 3.4.13). Training programs are tailored for each group of employees, as detailed in the following pages. Important to note is that Specialty will do the following:

- Create and submit its training program materials to the City for review and comment 60 days prior to the commencement of the Term, or the implementation of new services
- Incorporate City comments and obtain City approval prior to implementing training programs
- Conduct trainings annually, prior to the implementation of new services, or as requested by City
- Digitally record the names and titles of employees present at all employee trainings

Specialty shall maintain such employee attendance records in accordance with the contract and shall provide such records to City upon request. Further, Specialty will submit employee training records in its annual reports.

### **Technical Assistant Training**

Specialty has provided an approach to technical assistance as provided in Section 3.4.6. In support of this approach, and in collaboration with the City, technical assistance training will be provided to the SB 1383 Compliance Manager and the Outreach Manager, the technical assistance subcontractor and all Specialty personnel that will be conducting technical assistance. As stated, Specialty and the City will confer regarding the use of any third party for technical assistance no less than 180 days prior to the commencement date.

### **Training Overview**

Participants: Specialty technical assistance team and subcontractor(s)

Content: They will be trained by the City in outreach before providing any technical assistance (Site Visits) to generators.

Topics include:

1. **AB 1826 Compliance**



Review, phase in protocol and roles and responsibilities of AB 1826:

- First Phase: Generate at least 8 cubic yards of organic materials per week and are not yet compliant with AB 1826.
  - ✓ City is responsible for all phase one commercial customers in conducting inspections, outreach, and setting up service for commercial customers
- Second Phase: Generate at least 4 cubic yards of organic materials per week and are not yet compliant with AB 1826.
  - ✓ City and Specialty shall be responsible for conducting inspections, outreach, and setting up service for phase two commercial customers
  - ✓ City will identify which phase two commercial customers are the responsibility of Specialty
- Third Phase: Generate at least 4 cubic yards of solid waste per week and are not yet compliant with AB 1826.
  - ✓ Specialty shall be responsible for all phase 3 commercial customers regarding conducting inspections, outreach, and setting up service for commercial customers.
- Fourth Phase: Generate at least 2 cubic yards of solid waste per week and are not yet compliant with AB 1826.
  - ✓ Specialty expects CalRecycle to release information in regard to the final threshold requirement for AB 1826 in 2020. Specialty will work with the City to include these generators into food and yard trimming collection.

## 2. SB 1383 On-Site Compliance Reviews

Review requirements and assessment parameters for MFD and commercial customers for SB 1383:

- Identifying requirements for commercial edible food generators and assessment of the current level of compliance.
- Identifying opportunities for reduced disposal of recyclable materials and organic materials, including source reduction and edible food recovery.
- On-site review protocols, including customer interactions, standard questions, service level determinations and documentation procedures
- Review of waiver requirements and protocols
- Review of ordinance language (if applicable)
- Barrier resolution ideas and protocols
- Record-keeping requirements

## Customer Service Training

Specialty has a track record of strong customer service programs, that provide friendly, supportive, informative interactions with customers. Training is a key component of this, especially as programs expand and reporting requirements change to ensure compliance with SB 1383. All service representatives will be trained on the new technology presented in Section 3.4.11, and on the requirements of SB 1383 so any inquiries can be quickly addressed. One member of staff will





be designated to work directly with the City on access to customer service, call center and operations information systems.

### **Training Overview**

Participants: Specialty Customer Service Team

Content: They will be trained by Specialty management on contract requirements, appropriate conduct and courtesy, all reporting and tracking software, call center operations and performance standards.

Topics include:

- The use of technology information systems
  - ✓ Call Center System
  - ✓ Customer Service System (Soft-Pak)
  - ✓ Operations information Systems (RouteSmart and others as necessary)
- Contractual performance requirements
- Collection program requirements
- Employee conduct and courtesy
- Employee services and agreement requirements
- Resolution management

### **Driver and Route Supervisor Training**

Specialty understands that drivers and route supervisors are the daily face of the operations, where their conduct, abilities to complete collection services to the customer's expectations, and commitment to safety is the foundation of our service program. Training is a key component of this, especially as programs expand and reporting requirements change to ensure compliance with SB 1383. All drivers will be trained on the new technology presented in Section 3.4.11, and on the requirements of SB 1383. Drivers also have extensive safety training as described in Section 3.4.13. Comprehensive driver and Route Supervisor training will occur annually where targeted training topics will be provided monthly, unless otherwise determined by Specialty or the City.

### **Training Overview**

Participants: Drivers, Route Supervisors

Content: They will be trained by Specialty management on contract requirements, safety programs, appropriate conduct and courtesy, RouteSmart, Soft-Pak, and performance standards.

Topics include:

- Collection routing and Soft-Pak software
- Standard route stop sequence for each route that conforms to Specialty's routing guidelines established by the Contract
- Proactively identifying containers that require maintenance, including repainting, cleaning, or repair




- How drivers and route supervisors can create and submit work orders for containers, including carts and bins, which are in need of maintenance
- The litter abatement training program (which will be reviewed and approved by the City)
- How drivers should identify, tag, and document overfull containers with courtesy notices
  - ✓ Includes appropriate levels of documentation such as photos of the container and how to upload them into Soft-Pak for notation in customer accounts
  - ✓ The use of tags as outreach to customers on items such as the importance of bagging lightweight materials such as plastic bags, film plastics, foam peanuts, and other materials that can easily become litter due to their lightweight nature.
  - ✓ The identification of contaminants or unauthorized waste
  - ✓ The identification of containers that are blocked or otherwise unsafe to service
  - ✓ Other instances that should result in tagged and/or non-collection notices
- Driver training on litter reduction techniques and litter removal best management practices
- Contractual performance requirements
- Collection program requirements
- Employee conduct and courtesy
- Employee services and agreement requirements
- Resolution management

### Edible Food Recovery

The recovery of excess edible food is now required in California under SB 1383. The impacts of a strong edible food recovery network in a City go beyond the environmental benefits of reducing greenhouse gas emission, where the social benefits of helping food insecure communities are innumerable. California legislation aimed at reducing food waste destined for landfills requires jurisdictions, waste hauling firms and food waste generators to participate in food recovery as a means of reducing food waste. SB 1383 mandates edible food recovery in two stages.


The first stage requires that the following business types recover edible food by January 1, 2022:

- Supermarkets
- Grocery stores greater than 10,000 square feet
- Food service providers
- Food distributors
- Wholesale food vendors



## Edible Food Recovery

### Topic No. 8



**SB 1383 Requirement**

Commencing January 1, 2022, conduct inspections of edible food recovery organizations and services for compliance with Sections 18991.5.  
See Item 17 for outreach requirements related to edible food.

**Regulatory Text – April 20, 2020**

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**Section 18995.1. Jurisdiction and Enforcement Requirements.**

Beginning January 1, 2022, conduct inspections of Tier One commercial edible food generators and food recovery organizations and services for compliance with this chapter. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Article 10 of this chapter.


**Section 18991.5. Food Recovery Services and Organizations**

(a) A food recovery organization or service that has established a contract or written agreement to collect or receive edible food directly from commercial edible food generators pursuant to Section 18991.3(b) shall maintain records specified in this section:

Page 56 & 43

**Specialty Solid Waste Compliance Plan**

Although Specialty is not obligated to assist in the recovery of edible food, Specialty is happy to partner with the City of Sunnyvale to maximize the amount of food that is rescued for human consumption. Specialty's community relationships, as well as its ability to interface with many businesses affords Specialty outreach opportunities. Specialty can partner with the City to distribute food rescue outreach materials.



The businesses required to rescue food expands to include the following by January 1, 2024:

- Large restaurants with more than 250 seats or have greater than 5,000 square feet
- Hotels with on-site food facilities and more than 200 rooms
- Health facilities with more than 100 beds and have an on-site food facility
- Large venues and events
- State agencies with a cafeteria with 250 or more seats or larger than 5,000 feet
- Local education agencies with an on-site food facility.

### Identification Protocol

Specialty will use its existing account contacts with solid waste customers to reach out to businesses that potentially fall into either stage of requiring food rescue. Specialty looks forward to a partnered approach to contacting and communicating this information to Specialty businesses, where a phased approach to education should be implemented. Businesses that are required to meet requirements by 2022 will be inspected by the SB 1383 Compliance Manager to



## Edible Food Recovery

### Topic No. 17

#### SB 1383 Requirement

Commencing January 1, 2022, annually provide Tier One and Tier Two edible food generators with information about the food recovery program, generator requirements, food recovery organizations and services, and edible food source-reduction information (§18985.2)

#### Regulatory Text – April 20, 2020

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**Section 18985.2. Edible Food Recovery Education and Outreach**

**(b) At least annually a jurisdiction shall:**

**(1) Provide commercial edible food generators with the following information:**

**(A) Information about the jurisdiction's edible food recovery program established pursuant to Section 18991.1.**

**(B) Information about the commercial edible food generator requirements specified in Article 10 of this chapter.**

**(C) Information about food recovery organizations and food recovery services operating within the jurisdiction, and where a list of those food recovery organizations and food recovery services can be found.**

**(D) Information about actions that commercial edible food generators can take to prevent the creation of food waste**

Page 32

#### Specialty Solid Waste Compliance Plan

Specialty will host a dedicated webpage for food rescue on its website and provide up-to-date information on all food rescue resources that the City provides. Additionally, Specialty will use its access to generators to provide direct outreach and education regarding food rescue operations within the City.



inform them as to their requirements under SB 1383. Businesses that need not be rescuing food until 2024 will be contacted in advance to ensure that they have adequate time to prepare. Specialty will evaluate every customer account but will prioritize the most qualified accounts for concentrated outreach. Preliminary estimates of the businesses that will be required to rescue food are as follows:



### Supermarkets and Grocery Stores

Specialty has identified nine supermarkets and grocery stores with greater than 20 employees that are likely candidates for meeting the Tier one qualifications for food rescue.

### Food Providers and Distributors

Sunnyvale has at least two food distributors with more than 50 employees that would also likely qualify for mandatory food rescue by 2022. There are many other smaller distributors in Sunnyvale that would be contacted as well upon Specialty's service review.


### Large Restaurants:

Sunnyvale has 9 restaurants with staff sizes of greater than 50 employees, however these establishments can vary greatly in size and may not necessarily be required to rescue food under SB 1383. Regardless, the intent of the program will nevertheless be to rescue as much food as possible and all establishments will be contacted and given information on how they can participate in a food rescue program. Specialty will provide outreach information provided by the City to inform restaurants on how to rescue food.

**Large Hospitals, Venues, Hotels, and State Agencies:** These tier two businesses will be similarly provided with outreach materials regarding their level of compliance with SB 1383.


Specialty has strong community ties and existing relationships with some food recovery organizations that will be part of the edible food recovery network necessary for compliance with SB 1383. Some suggestions on how Specialty can play a greater role in supporting the infrastructure required for edible food recovery has been provided in Section 3.5.2.

Likely Tier One Qualifiers	
Grocery Stores	
Lucky Supermarkets	484 N Mathilda Ave
Safeway	150 E El Camino Real
Safeway	639 S Bernardo Ave
Sprouts Farmers Market	111 E El Camino Real
Trader Joe's	316 W El Camino Real
Chavez Supermarket	666 N Fair Oaks Ave
Dick's Super Markets	1145 N Lawrence Expy
New Wing Yuan Market	1139 N Lawrence Expy
Smart & Final Extra!	1265 S Mary Ave
Faultine Brewing Co	1235 Oakmead Pkwy
New York Style Sausage Co	1228 Reamwood Ave
Food Distributors	
Faultine Brewing Co	1235 Oakmead Pkwy
New York Style Sausage Co	1228 Reamwood Ave



## Tier One and Tier Two Inspection


Topic No. 7



SB 1383 Requirement

Commencing January 1, 2022, conduct inspections of Tier One commercial edible food generators for compliance with Section 18991.3. Beginning January 1, 2024, conduct inspections of Tier Two commercial edible food generators for compliance with Sections 18991.3. (§18995.1.a.2) See Item 17 for outreach requirements related to edible food.

Regulatory Text – April 20, 2020



5 **Section 18995.1. Jurisdiction and Enforcement Requirements.**

39 Beginning January 1, 2022, conduct inspections of Tier One commercial edible

40 food generators and food recovery organizations and services for compliance with

41 this chapter. Beginning January 1, 2024, conduct inspections of Tier Two commercial

42 edible food generators for compliance with Article 10 of this chapter.

43 (3) Beginning January 1, 2022, investigate complaints as required under Section

44 18995.3.

1 (4) Beginning January 1, 2022 and until December 31, 2023, a jurisdiction shall

2 provide educational material describing the applicable requirements of this chapter in

3 response to violations.

4 (5) Beginning January 1, 2024, a jurisdiction shall enforce this chapter pursuant to

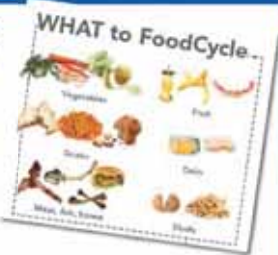
5 Sections 18995.4 and 18997.2 in response to violations.

Page 56

Specialty Solid Waste Compliance Plan




Specialty's use of route audits may reveal that Tier One and Tier Two Commercial Edible Food Generators are not adequately participating in edible food recovery.

Specialty will use the City's selected outreach materials for the delinquent generators in one of two ways. Specialty may first elect to use the opportunity to outreach all generators on the affected route and provide notices to every generator on that route about the need to comply with edible food recovery. Otherwise, Specialty may also conduct an in-person audit to ascertain specifically which generators are failing to comply. At this time Specialty can provide City-approved outreach materials to the generators to educate them on the need to comply.



### Container Labeling

Specialty will offer collection containers labels that are fully compliant with SB 1383 where all new or altered containers (including new lids) will be affixed to containers starting with the first program rollouts in the Summer of 2021. All containers will be fully compliant by 2028, ahead of the 2036 SB 1383 deadline. The City and Specialty will work in tandem to design and distribute the labels for the containers. For SB 1383 compliance and practicality, all containers need to have a label that:

-  Clearly states the name of the stream (garbage, green, food, recyclable fiber, recyclable containers)
-  Is in the language of the establishment if possible (English, Spanish, Mandarin etc.)
-  Lists materials that are appropriate for the bin

- 🔄 Lists prohibited materials for the container
- 🔄 Has imagery of accepted materials as well as imagery of prohibited materials

Specialty's website will corroborate the labels that have been approved by the City of Sunnyvale and will provide additional information for customers who wish to perfect their sorting or have additional questions.



## Label Containers

### Topic No. 3



**SB 1383 Requirement**

Commencing January 1, 2022, clearly label or imprint all new containers or lids to include language or graphic materials indicating primary materials that are accepted and rejected in each container. (§18984.8)

**Regulatory Text – April 20, 2020**

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**Section 18984.8. Container Labeling Requirements.**

(a) Commencing January 1, 2022, a jurisdiction shall place a label on each new container or lid provided to generators consistent with the applicable container collection requirements and limitations of this article specifying what materials are allowed to be placed in each container.

(b) A jurisdiction may comply with this section by:

(1) Placing labels on containers that include language or graphic images, or both that indicate the primary materials accepted and the primary materials prohibited in that container; or

(2) Providing containers with imprinted text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that container.

(c) Labels shall clearly indicate primary items that are prohibited container contaminants for each container.

(d) A jurisdiction may comply with this section by using model labeling provided by the Department.

Page 25

**Specialty Solid Waste Compliance Plan**

After the City's approval, Specialty will place labels on all new containers indicating the primary materials that are accepted and not accepted. These labels are included in this document for each cart type MSW, recycling, food, and green waste. Cart labels graphically demonstrate collection materials to make it easy for residents to properly dispose of their waste.



### Container Colors

Specialty has proposed a container transition plan to ensure compliance with the SB 1383 container coloring requirements. Existing containers that are already compliant with SB 1383 will continue to be used and replaced at their end of life. Additionally, existing containers that do not meet the color requirements will be replaced in accordance with this transition plan. Only SB 1383





compliant containers will be used for all new services or when replacing existing containers. A full container implementation schedule has been provided in Section 3.4.7.

The correct material for each container will be known by the lid and/or body color of each container.

- Blue will designate recyclables, with specific shades of blue is used to indicate fibers and containers stream
  - ✓ Note front load bins will have grey bodies and blue lids
- Black lids will be used to indicate garbage containers
  - ✓ Note front load bins will have blue bodies and black lids.
- Brown will be used for source-separated food waste
  - ✓ Note front load bins will have bright green bodies and brown lids
- Green will designate yard trimmings
  - ✓ Note front load bins will have dark green bodies and black lids for yard waste

Front load bins will undergo lid swaps and labeling starting the Summer of 2021. Carts will be replaced in various phases as described in Section 3.4.7, but ultimately be fully compliant with SB 1383 by 2028.





## Color Compliance

### Topic No. 1



SB 1383 Requirement

Commencing January 1, 2022, provide Collection Containers to generators that have lids that comply with color requirements when replacing containers or by January 1, 2036, whichever comes first (§18984.7)

Regulatory Text – April 20, 2020

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**Section 18984.7. Container Color Requirements.**

(a) A jurisdiction shall provide containers, for collection services, to generators that comply with the container color requirements specified in the article.

(b) Notwithstanding Subdivision (a), a jurisdiction is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with color requirements of this article prior to the end of the useful life if those containers, or prior to January 1, 2036, whichever comes first.

Page 24

Specialty Solid Waste Compliance Plan

**Color Compliance**

Specialty is prepared to meet all SB 1383 cart color requirements and has an implementation plan that will be easy for residents to follow and adapt to (Section 3.4.7).

**MSW**

Specialty currently has black receptacles and some blue receptacles designated for mixed solid waste. Specialty will maintain the black bins for their useful lives, and clearly label them as waste only per the requirements of §18984.8. For MSW this includes language and pictures of accepted and prohibited items. Black bins will, at the end of their useful lives, be replaced with gray or black bins.

**Recycling**

Specialty will label all of its recycling receptacles with imagery and language declaring what is and is not accepted in the recycling bin. Specialty will only replace retired or reassigned recycling receptacles with blue colored ones. Specialty is at present using the "Dirty Dozen" and "Nice Nine" mnemonic to describe prohibited and accepted materials as shown on their website. Similar labelling will be used on carts compliant with §18984.8.

**Food Scrap**

Currently, Specialty uses the convention of yellow color to indicate the receptacle for food waste. The SB 1383 regulations now favor a brown color to indicate source separated food waste. These containers will all meet the labelling requirements and will be replaced with brown lids at the end of their useful lives. Specialty's website provides similar outreach information to what will be pasted on the carts. The information lists acceptable and prohibited materials.

**Green Waste**

Specialty collects curbside yard trimmings in green containers. These containers are to be labelled with descriptions of prohibited and accepted materials lists.



### Additional Diversion Programs

Specialty has provided a comprehensive service offering that looks to expand the recovery of materials across the City for every service area. The bulk of these expanded programs are designed to better capture organics, specifically food scraps and yard trimmings. These new/expanded collection programs are described in detail in Sections 3.4.1, 3.4.2, and 3.4.5. Additionally, Specialty looks forward to working with the City to distribute educational materials that will enhance the

collection of recyclables, where fibers are an important component of the SB 1383 diversion requirements. Items like dimensional lumber and textiles can be further recovered through bulky collection programs (Sections 3.3.6, 3.4.3, and 3.4.4) as well as construction and demolition collection (Section 3.3.4). These programs can be expanded as needed, in partnership with the City, to ensure successful compliance with SB 1383.



## Allow for Clear Plastic Bags for Organic Waste

Topic No. 2



SB 1383 Requirement

Plastic bags may be used for food scraps as long as it does not inhibit compliance with SB 1383. Bags must be placed in the green waste. Facilities that process the material must recover plastic bags and report annually.

Regulatory Text – April 20, 2020

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**Section 18984.1 Three-container Organic Waste Collection Services.**

(d) A jurisdiction may allow organic waste to be collected in plastic bags and placed in the green container provided that the allowing the use of bags does not inhibit the ability of the jurisdiction to comply with the requirements of Section 18984.5, and the facilities that recover source separated organic waste for the jurisdiction annually provide written notice to the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.

Page 17

Allow for Clear Plastic Bags for Organic Waste

Organic material destined for diversion will be taken to the SMaRT station. Residents will have the option of using clear plastic bags to store their food waste within the appropriate receptacle (brown bin).



### Waivers

Specialty recognizes that a diversion-by-default strategy is the most cost effective and preferred approach for meeting SB 1383 compliance. Specialty has provided a draft ordinance for consideration that provides language that would require the separated collection of organics and recycling. Specialty has proposed a sensible approach to identifying and evaluating which generators would require food and yard trimming services. The purpose of these waivers will be to provide permission to customers to subscribe to less than this minimum level of service. Each waiver type can only be granted by the City and should only be available to those customers who seek them and are qualified. A detailed approach for City consideration for applying for and approving waivers has been suggested in Section 3.4.1 and provided in the Ordinance in Attachment B.












### Record-Keeping

Specialty has developed a program to ensure that the compliance objectives of SB 1383 will be met, where it will be vital to continually demonstrate that compliance through inspections, desk reviews, and audits where these tasks must be recorded and reported to the City and ultimately CalRecycle. Technology plays a vital role in managing the data needed for SB 1383. Specialty will invest in the best technology for haulers, that will integrate with the City's reporting platform (Recyclist) to ensure transparency and accountability of data.

#### **Training Program**


Specialty Staff will be appropriately trained in the required technology and the contractual expectation for reporting. Technology training Programs have been included in Section 3.4.11 and contractual training programs have been included under 'Staff and Training Resources' within this Section.

Items that will be tracked and reported in Soft-Pak include:

-  Desk review (annual reporting)
-  List of customers that are potentially back-hauling items (annual reporting)
-  Route reviews (monthly reporting)
-  Incidents of contamination (monthly reporting)
-  Cart tags and/or non-collection notices (monthly reporting)
-  Tier One and/or Tier Two generators potentially out of compliance (monthly reporting)
-  Complaints and resolutions (monthly reporting)
-  Non-compliant generators (monthly reporting)
-  Record of outreach supplied to generators (monthly reporting)


Specialty will provide all reports within the specified requirements per the contract. All information will be provided in a timely fashion to meet the needs and expectations of the City.





## Non-Compliance Recordkeeping


### Topic No. 10



**SB 1383 Requirement**

Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within sixty (60) days of determining a violation has occurred, following up at least every ninety (90) days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (§18995.4)  
 Impose penalties on non-compliant entities (§18997.2)

**Regulatory Text – April 20, 2020**



33 **Section 18995.4. Enforcement by a Jurisdiction.**

34 ~~(a) With the exception of violations of the prohibited container contaminants provisions~~

35 ~~34 in Section 18984.5(a), which a jurisdiction shall enforce through the notice provisions~~

36 ~~of 35 Section 18984.5(b), For for violations of this chapter occurring on or after January~~

37 ~~1, 36 2024, the jurisdiction shall take enforcement action as set forth in this section. 37~~

38 ~~38~~

39 ~~(1) The jurisdiction shall issue a Notice of Violation within 60 days of a determination 39~~

40 ~~that a violation has occurred; requiring compliance within 60 days of the issuance of 40~~

41 ~~that notice.~~

Page 59

**Specialty Solid Waste Compliance Plan**

Specialty has staffing and recordkeeping practices that will be more than sufficient to support all enforcement actions the City is required to take. The monthly reports will provide route audits and/or contamination that is noted during regular collection practices that summarize notes on contamination and noncompliance.

Specialty is able to conduct follow-up inspections to determine if compliance is achieved, at least every 90 days following the issue date of a first notice to a generator. Continual recordkeeping and reporting allow Specialty to make educated decisions about how to evolve the public education and outreach program to meet diversion and sustainability goals. Specialty will do its part to satisfy the monitoring and reporting requirements of AB 341, AB 1826, and SB 1383 for the City.

### Route and Desk Reviews

Specialty is hiring a full-time SB 1383 Compliance Manager who will work directly with the route supervisor and drivers to coordinate inspections, follow-up inspections, recordkeeping, digital platform (Recyclist or Soft-Pak) updating, and reporting to the City. The costs associated with this new employee have been included in the cost forms. Drivers, route supervisors and other Specialty staff will be supportive to the Compliance Manager but will have no direct role in route audits.

### **Route Reviews**

Route review will take place during normal collection hours and will be completed by the SB 1383 Compliance Manager. The Manager will drive ahead of the collection vehicles on a given route,



lift the lids of the randomly selected containers, inspection, document and issue notices if applicable.

### **Equipment**

Specialty does not anticipate significant equipment investments will be necessary for the route-review requirements of SB 1383. The Compliance Manager will be provided a truck and laptop to perform their job duties. The Compliance Manager will have access to Soft-Pak to record route review activities.

### **Frequency of Sampling**


Specialty will conduct 25 samples per route, where the average route has less than 1,500 generators. More samples shall be taken for larger routes. Each route will be sampled at least annually. If it is identified through the collection process that generators are not achieving contaminant minimization thresholds, they will be contacted regarding their contamination and selected for increased monitoring. These sampling frequencies will be updated if the City chooses to pursue the performance-based source separation program.

### **SMaRT Waste Characterization**

Specialty will work closely with the City and the SMaRT Station to conduct Waste Characterizations. The SB 1383 Compliance Manager and the City will collaboratively select routes for the Characterization, where drivers will be instructed to deliver the material to the appropriate area in the SMaRT Station and staff will complete the characterization study.


### **Desk Review**

In conjunction with the route review, the SB 1383 Compliance manager will also conduct an annual "desk review" of all multi-family and commercial customer accounts that produce over 2 cubic yards of solid waste per week and that produce organic materials. This desk review will begin well in advance of SB 1383, where it will be used to assist in evaluating which MFD complexes and commercial generators should subscribe to yard and food wastes, identify their service size and begin routing the phases of service (where applicable). These desk reviews will be continued annually. All reporting will include addresses, level of service, frequency, and additional account information as required and approved by the City.



## Annual Compliance Reviews for Generators above 2CY

### Topic No. 5



**SB 1383 Requirement**

Commencing January 1, 2022, conduct annual compliance reviews of commercial solid waste accounts that produce over two (2) cubic yards of solid waste per week, including organics waste (§18995.1.a)

**Regulatory Text – April 20, 2020**

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**Section 18995.1 Jurisdiction Inspection and Enforcement Requirements.**

(1) Beginning January 1, 2022, and at least annually thereafter, a jurisdiction shall conduct the following:

(A) If the jurisdiction is using the compliance method described in Section 18984.1 or 18984.2 of this division, the jurisdiction shall complete a compliance review of all solid waste collection accounts for commercial businesses that are subject to its authority and that generate two cubic yards or more per week of solid waste, including organic waste.

Page 56


**Specialty Solid Waste Compliance Plan**

In conjunction with the "rout review", Specialty will also conduct an annual "desk review" of all multi-family and commercial customer accounts that produce over two (2) cubic yards of solid waste per week and that produce organic materials. Additionally, Specialty will provide to City quarterly reports including a list of commercial customers that may be back-hauling organic materials. All reporting will include addresses, level of service, frequency, and additional account information as required and approved by the City.


Specialty currently provides service to 386 multifamily complexes that have greater than 2 CY service levels and is able to provide detailed information to the City on these accounts.

Specialty can provide similar information about the Sunnyvale businesses, of which approximately 1,174 will currently meet the 2 CY eligibility thresholds for AB 1826, SB 1383, and AB 341.

Specialty is well prepared to provide these reports to the City of Sunnyvale, along with other pertinent information to help the City achieve its reporting obligations under compliance reviews.








## Provide Record Keeping Documentation

Topic No. 13




### SB 1383 Requirement

By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible party for compliance-related issues (§18994.1)

Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (§18994.2)

### Regulatory Text- April 20, 2020.



31 **Section 18994.1 Initial Jurisdiction Compliance Report**

32 (a) Each jurisdiction shall report to the Department on its implementation and

33 compliance with the requirements of this chapter. Each jurisdiction shall report to the

34 Department by April 1, 2022 the following information:

35 (1) A copy of ordinances or other enforceable mechanisms adopted pursuant to this

36 chapter.

37 (2) The reporting items identified in Section 18994.2(b).

38 (3) The following contact information:

39 (A) The name, mailing address, phone number, and email address of the

40 employee of the jurisdiction that the jurisdiction has designated as the primary

41 contact person for the purposes of receiving communications regarding

42 compliance with this chapter.

8 **Section 18994.2. Jurisdiction Annual Reporting**

9 (a) A jurisdiction shall report the information required in this section to the Department

10 according to the following schedule:


11 (1) On or before October 1, 2022, a jurisdiction shall report for the period of January

12 1, 2022 through June 30, 2022.

Page 53

### Specialty Solid Waste Compliance Plan

Specialty will provide these reports in advance of February 1, 2022 by utilizing Soft-Pak. data will be tracked regularly and kept in a central location.



## Maintain Database of Important Documentation

### Topic No. 14

#### SB 1383 Requirement

Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten business days (§18981.1, 18984.4.a, 18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)

**Regulatory Text – April 20, 2020**

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**Section 18988.4. Recordkeeping Requirements for Compliance with Jurisdiction Hauler Program.**

(a) A jurisdiction shall include all relevant documents supporting its compliance with this article in the Implementation Record required by Article 14 of this chapter. Records maintained shall include but are not limited to copies of:



(1) Ordinances, contracts, franchise agreements, policies, procedures, or programs relevant to this section

(2) A description of the jurisdiction's hauler program including:

Page 38

**Specialty Solid Waste Compliance Plan**

Specialty will ensure that reporting information is organized and presentable in a timely matter to the City. As described in Section 3.4.11 the new technology platform will allow Specialty to track all required information in a central electronic location. Additionally, the technology vendor (SoftPak) has user friendly review tools where the City can view customer account information and reports in a view only format. Further, Specialty can print reports that can be directly uploaded to the City's data tracking tool (Recyclist) for ease and convenience. The reports can be delivered to the City and CalRecycle within the required time frames.





### On-Route Contaminant Minimization

Conducting on-route contamination minimization requirements will be incorporated into the daily activities of Specialty drivers and route supervisors. They will be trained to look for signs of contamination in the containers, including recoverable organics, such as food waste, in the solid waste container. The driver or staff member inspecting the routes will do the following in the event contamination is found:

1. The individual will photograph and document the contaminated container using the mobile tablet, which will be automatically uploaded into the customer account. This record will include the address, type of violation, and date.
2. The driver will leave a notice on the container informing the generator as to the nature of the violation, the date, contact information of record on the violating account, and information on how to correct the contamination. The generator will further be given the date by which compliance must be achieved (within 90 days), and the amount of penalty to be incurred if violation continues.
3. If the container is a green-lidded container, brown-lidded container, or a blue-lidded container, the driver may elect to not collect excessively contaminated materials. Instead, the container will be collected as MSW and disposed of (fees may apply). A record of these types of disposals will be kept by Specialty and made available to the City of Sunnyvale.
4. The jurisdiction will be informed in real-time after inspections have occurred from Soft-Pak's digital-service. The jurisdiction, under Section 18995.4 has 60 days to issue a *Notice of Violation* to the generator if it chooses.
5. The generator will get an email to their customer email account, in addition to the cart notice left by Specialty. Additionally, they may receive a Notice of Violation from the City directly for this first violation. This notice will be placed on the customer account, so that the next time the account is serviced, the driver will ensure there is no longer contamination in the container.
6. Should Specialty find continued contamination after the notice, Specialty will refer the violation to the City to issue penalties pursuant to Section 18997.2 (assuming the City includes these penalties in the Ordinance):
  - For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.
  - For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
  - For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by Specialty, the container may be impounded by Specialty.

With the exception of impounding containers, penalties and enforcement will be the domain of the City of Sunnyvale.



## Contamination Monitoring

### Topic No. 4



#### SB 1383 Requirement

Commencing April 1, 2022, conduct route reviews such that all hauler routes are inspected annually. During each route review, inspect randomly selected containers for contaminants and determine organic waste generator compliance (organic waste generators must subscribe to collection service or self-haul organic materials; commercial organic waste generators are also required to provide color-compliant containers to their customers).

If contamination is found during route reviews or if inspected generators are out of compliance, notify such generators of recycling requirements (§18984.5.b; 18995.1; 18984.9)

"Route review(s)" means a visual inspection of containers along a hauler route for the purpose of determining contamination, and may include mechanical methods such as the use cameras (§18982) "Hauler route" means the designated itinerary or sequence of stops for each segment of the jurisdictions collection services.

#### Regulatory Text – April 20, 2020

##### Section 18984.5. Container Contamination Minimization.

- 23 (A) A jurisdiction that ~~is implementing~~ **implements** a three-container or two-  
 24 container organic waste collection service pursuant to Sections 18984.1 or  
 25 18984.2 shall conduct waste ~~composition studies evaluations~~ **evaluations** at least twice per  
 26 year and the studies occur in two distinct seasons of the year.  
 36 (E) The waste ~~composition studies evaluations~~ shall include at least the following  
 37 minimum number of samples from all the hauler routes included in the studies:  
 38 1. For routes with less than 1,500 generators the study shall include a minimum  
 39 38 of 25 samples.  
 40 2. For routes with 1,500-3,999 generators the study shall include a minimum of  
 41 40 30 samples.  
 42 3. For routes with 4,000- 6,999 generators the study shall include a minimum of  
 43 42 35 samples.  
 44 4. For routes with ~~more than 7,000 or more~~ **more** generators the study shall include a  
 45 44 minimum of 40 samples.

Page 22

#### Specialty Solid Waste Compliance Plan

Specialty will conduct an annual route review where there will be cart inspections to monitor the level of contamination. Specialty will be looking at the amount of food waste and/or yard trimmings that did not make it into the designated container and the number of contaminants that are in the food waste and/or yard trimming receptacle. Additionally, Specialty will observe the recycling container(s) for contamination and if recyclables were found in an incorrect container.

Specialty will conduct route reviews and expects composition studies (or waste characterizations) to be completed by SMaRT Station. Specialty believes a combination of these approaches as is most appropriate. Specialty will provide the results of the route monitoring activities to the City of Sunnyvale and provide reports. Typical routes will require 25 samples per route.

If there is contamination found while conducting the study, Specialty will affix a notice on the customer's container. The notice includes documentation of the location or account where contamination was present.



### Contamination Surcharges

SB 1383 sets forth minimum charges for violations, including excessive contamination, which could be adopted by the City of Sunnyvale via ordinance. Charging for contamination can be an important driver in changing behavior for customers. Additionally, the adoption of this enforcement policy and ordinance are required in order to prevent Sunnyvale from being subject to fines from CalRecycle. While SB 1383 allows for more stringent enforcement mechanisms, the following penalties are consistent with the minimum requirements for violating generators per SB1383:

- ✓ 1<sup>st</sup> Violation: Notice of Violation with re-inspection at least every 90 days until contamination is reduced, or penalties are issued. The generator will be notified of the contamination, the date, the corrective action required, and the date by which compliance must be achieved to avoid penalty.
- ✓ 2<sup>nd</sup> Violation/1<sup>st</sup> Offense: If the generator has been notified with the Notice of Violation yet continues to be out of compliance by the next inspection, the first penalty is to be issued. The penalty is to be \$50 to \$100.
- ✓ 2<sup>nd</sup> Offense: Should the generator continue to contaminate the container the second penalty shall be between \$100 to \$200 in fines.
- ✓ 3<sup>rd</sup> and subsequent offenses: The repeat offender shall be fined \$250 to \$500 per offense. If the container in violation is from a third party (such as debris box). The City may authorize Specialty to impound the container and require the generator to subscribe to a diversion service.



### Investigation of Complaints



## Complaint Follow Up

Topic No. 9



**SB 1383 Requirement**

Commencing January 1, 2022, investigate written SB 1383-related complaints received within ninety (90) days of re-ceiving complaint; provide method for Customer who made complaint to determine results of complaint; maintain records of all complaints and responses; take enforcement action if it is determined that a violation has occurred (§18995.3)

**Regulatory Text – April 20, 2020**

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**Section 18995.3. Jurisdiction Investigation of Complaints of Alleged Violations.**

(a) A jurisdiction shall provide a procedure for the receipt and investigation of written complaints of alleged violations of this chapter. The jurisdiction shall allow for the submission of anonymous complaints

(b) The procedure shall provide that complaints be in writing and include the following information:

(1) If the complaint is not anonymous, the name and contact information of the complainant.

(2) The identity of the alleged violator, if known.

(3) A description of the alleged violation including location(s) and all other relevant facts known to the complainant.

(4) Any relevant photographic or documentary evidence to support the allegations in the complaint.

(5) The identity of any witnesses, if known.

(c) A jurisdiction shall commence an investigation within 90 days of receiving a complaint that meets the requirements of Subdivision (b) if the jurisdiction determines that the allegations, if true, would constitute a violation of this chapter

Page 59

**Specialty Solid Waste Compliance Plan**

Specialty will record and resolve all complaints. This record will be shared with the City in the monthly reports. Complaints and disputes regarding a collection program are logged by a service representative (Section 3.4.11). Service representatives will be poised to receive and resolve all customer inquiries and service complaints, whether they are via walk-in, telephone, or email and ensure that the resident feels supported and valued. Specialty's goal is to respond to customer complaints completely and in a timely manner.

In addition to follow up communication with the complainants, Specialty will conduct the necessary monitoring to ensure compliance continues with SB 1383 and provide enforceable records when generators continue to be noncompliant.

Specialty has a goal of minimizing customer complaints in regard to missed pickups, noise and spills. Staff is trained on how to receive complaints made by customers and respond to them thoughtfully and fully, with the goal of resolving all complaints with the customer in mind. Complaints and dispute resolutions are also logged in the Soft-Pak system, and these can be provided to in a report as requested. All customer service compliments and complaints are tracked and reported.




Examples include:

- Missed pickups
  - ✓ These are handled immediately and followed up by route supervisors to prevent future missed pick ups
- Litter or Spills
  - ✓ There is no tolerance policy to litter or spills resulting in collection from the drivers. All are resolved at the time of the incident and are reported to supervisors/manager
- Collection Schedule Changes
  - ✓ Collection schedule changes are done with public outreach, automated phone calls, newsletters, mailed flyers and/or bill inserts
- Broken or missing containers
  - ✓ Containers are reported to dispatch to be exchanged ASAP and customers are contacted to inform them of new container delivery.
- Unacceptable Items in Containers
  - ✓ All improperly set out items get tags on the container.
  - ✓ All unacceptable items are noted in cart tags where excessively contaminated containers may not be serviced and tagged with 'non-collection' notices. Additionally, any unauthorized waste will be noted on tags with instructions for customers on how to resolve the contamination.
- Noise complaints
  - ✓ Noise complaints are taken very seriously. Most of the complaints are handled by managers to help find solutions with the customers to resolve the noise issue.
- Traffic and sidewalk obstruction
  - ✓ Any issues regarding traffic and sidewalk obstruction are reported to Specialty prior to service and customers are contacted to make arrangements if the construction would prevent collection on normal service day. If a driver reports the issue day of, our safety supervisors and customer service contact the affected customers.
- Safety Collection
  - ✓ Safety is Specialty's main priority for our employees and customers. Examples of our Safety program are provided in Section 3.4.13.

### Education and Technical Assistance

Specialty wishes to continue working in a collaborative manner with the City and has committed to hiring one full-time Outreach Manager. In addition, Specialty has added a potential sub-contractor (SCS) that can assist in delivering technical assistance, as described in Section 3.4.6. Specialty shall distribute City-developed compliance notices and outreach materials, where they will be appropriately translated and posted to the Specialty website. Effective outreach and education can greatly assist customers feeling comfortable with new collection services. Specialty will continue working with the City and looking for opportunities to provide greater levels of outreach. All outreach provided to customers will be appropriately documented.

Specialty understands that technical assistance will be required to assist in the successful phase-in of new collection programs. This on-site training is integral in addressing customer concerns and instructing them on how best to approach diverting food waste in their daily operations. Specialty looks forward to discussing these technical assistance approaches further with the City to ensure a successful roll-out of programs across Sunnyvale.



## Education and Outreach

Topic No. 6

**SB 1383 Requirement**

From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (§18995.1.a)

**Regulatory Text – April 20, 2020**

21 **Section 18984.5 Container Contamination Minimization**

32 (b) A jurisdiction may meet its container contamination minimization requirements by

33 conducting a route review for prohibited container contaminants on containers in a

34 manner that results in all hauler routes being reviewed annually. Containers may be

35 randomly selected along a hauler route. This section should not be construed to require

36 that every container on a hauler route must be sampled annually.

37 (1) Upon finding prohibited container contaminants in a container, the jurisdiction,

38 shall notify the generator of the violation.

39 (A) The notice shall, at a minimum, include information regarding the generator's

40 requirement to properly separate materials into the appropriate containers and may

41 include photographic evidence of the violation.

42 (B) The notice may be left on the generator's container, gate, or door at the time the

43 violation occurs, and/or be mailed, or e-mailed, or electronically messaged to the

44 generator.


Page 21

### Specialty Solid Waste Compliance Plan


Per the §18984.5 requirements, Specialty will provide written notices to generators not in compliance with SB 1383. This notification can occur as a result of insufficient service, excessive contamination of green or blue bins, or failure to place divertible materials in the blue or green bins.

Specialty can utilize cart tagging, written notices sent to the violator's address, or use other means of communication such as email.

In addition to these interventions, Specialty can use preventative communication such as flyers, posting, mailings, and other education to minimize contamination before it occurs and reducing the need for notifying non-compliant entities.








## Distribution of Outreach Materials


Topic No. 11



SB 1383 Requirement

By February 1, 2022, and annually thereafter, provide generators with information on properly separating materials, organic waste prevention, on-site recycling, community composting, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (§ 18985.1.a)

Regulatory Text – April 20, 2020



27 **Section 18985.1. Organic Waste Recovery Education and Outreach.**

28 (a) Prior to February 1, 2022, and annually thereafter, a jurisdiction shall provide the

29 following to organic waste generators that are provided an organic waste collection


30 service pursuant to Article 3 of this chapter:


Page 59

Specialty Solid Waste Compliance Plan

Specialty already posts up-to-date outreach information on its website for all service routes. This information includes which materials belong in which bins, which materials are prohibited, contact information, and much more. This website can be found at [www.sswr.com](http://www.sswr.com).


Specialty will promptly update its outreach materials to reflect the current program design. City-provided materials will be physically disseminated on routes at appropriate intervals, to be decided by Specialty and the City. These non-digital outreach campaigns may include signs, flyers, direct mailings, calls, or cart notices.





## Translated Educational Materials


Topic No. 12



SB 1383 Requirement

Translate educational materials required into any non-English language spoken by a substantial number of the public provided organic waste collection services by the jurisdiction (§18985.1.e)

See Item 17 for outreach requirements related to edible food.



27 **Section 18985.1. Organic Waste Recovery Education and Outreach.**

14 (e) Consistent with Section 7295 of the Government Code, jurisdictions shall translate

15 educational materials required by this chapter into any non-English language spoken by


16 a substantial number of the public provided organic waste collection services by the

17 jurisdiction.

Page 31

Specialty Solid Waste Compliance Plan

Specialty has staff that is able to respond to requests from the City as they arrive. Two weeks is more than ample time for Specialty's staff to repost material received from the City.





### Procurement

SB 1383 requires each jurisdiction to take an active role in the procurement of organic products that are generated from the diversion of organic waste from landfill. These procurement requirements are based upon the population of the City and metrics provided under the regulation. Under the regulation this procurement can be delivered in multiple ways to the City, including bioenergy and renewable natural gas, provided they are created by diverting California generated organic materials from landfills. Based upon the most recent population numbers the City must procure up to 7,218 tons of compost or 12,445 tons of mulch or a combination thereof. Specialty understands the procurement of compost/mulch will not be required under this contract. Specialty will continue to look for SB 1383 compliant RNG, as we expect these sources to come online in California as jurisdictions come into compliance with SB 1383.



## Meet Procurement Minimums

Topic No. 15



**SB 1383 Requirement**

Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle (CalRecycle will confirm and provide notice of annual procurement requirements to jurisdictions every five years (§18993.1))

**Regulatory Text – April 20, 2020**

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**Section 18993.1. Recovered Organic Waste Product Procurement Target**  
(a) Expect as otherwise provided, commencing January 2022, a jurisdiction shall annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement target as determined by this article. For the purposes of this section, "jurisdiction" means a city, a county or a city and county.

Page 48

**Specialty Solid Waste Compliance Plan**

Specialty will transport all organic materials to the Approved Facility. Currently, Specialty operates a collection fleet that is powered by renewable natural gas (RNG), a biofuel. As the fleet already uses compressed natural gas engines, Specialty is fuel ready for any RNG biofuels that may become preferred by the City.



Additionally, Specialty has an Environmentally Friendly Purchasing Policy (EPPP) in place that direct the company to purchase fiber that meets a minimum recycled content required under SB 1383.

## Paper Procurement

### Topic No. 16

#### SB 1383 Requirement

Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products (§18993.3)

#### Regulatory Text – April 20, 2020



39 **Section 18993.3. Recycled Content Paper Procurement Requirements**  
40 (a) A jurisdiction shall procure paper products, and printing and writing paper, consistent  
41 with the requirements of Sections 22150-22154 of the Public Contracts Code.

Page 51

#### Specialty Solid Waste Compliance Plan

Specialty has an Environmentally Friendly Purchasing Policy (EPPP) in place. This policy will be updated to ensure that all of Specialty's paper procurement contains post-consumer recycled paper content is 100% where possible. Printer paper meets this condition for many brands.

Other fiber sources will be purchased with the maximum post-consumer content available provided costs do not exceed 150% of normal price for the same product. Furthermore, Specialty will review its paper procurement choices to minimize excess packaging, such as EPS peanuts, excess shrink wrap, or other plastics.



### 3.4.9 Cart Washing



Specialty understands the City's desire to provide additional cart washing programs to residential customers to increase the participation in FoodCycle collection. Currently Specialty provides one cart wash per year for all residential customers who request it. Specialty has made exhaustive efforts in finding additional cart cleaning programs for consideration of the City of Sunnyvale. However, these cart washing services are not yet in sufficient abundance to provide a reasonable quote for adding these services. As an example, the only quote received from "Always Green Always Clean"<sup>10</sup> had a base cost of \$2,244 per day, for cleaning for 108 regular carts, where a surcharge would be added for split containers, for fuel, travel and supplies. Specialty feels that more time is needed for new companies and technologies to enter the

marketplace to provide more cost competitive approaches to cart cleaning. Until such time Specialty will continue to offer one free cart cleaning a year for all City of Sunnyvale.

Through education and outreach campaigns that demonstrate food scrap recycling is becoming commonplace, there are aftermarket deodorizers and other daily practices that can assist with reducing these odors.





#### What about Odors?

For many people, using a separate waste container to discard food scraps is a new experience. It is not uncommon for these individuals to feel a sense of apprehension when placing an apple core or banana peel into the brand-new bin. This sensation of unease can intensify when discarding animal-based, expired, saucy, or fragrant food. Fortunately, there is no need to worry when changing bin type. Although the bin itself may have changed, the biological process of discarding food is no different than it was when it was comingled with other waste in the trash can. Although the food waste bin will get soiled during regular use, cleaning the bin as needed is a simple way to reduce potential odors.

#### To clean a food waste bin:

- 1<sup>st</sup> - Empty the food waste container.
- 2<sup>nd</sup> - Rinse the container
- 3<sup>rd</sup> - Scrub the container with soap and water
- 4<sup>th</sup> - Leave the container to dry.

For customers that are concerned about potential lingering odors, the bin can be effectively deodorized by:

-  Leaving the container to dry in sunlight
-  Soaking in a vinegar (pure white distilled vinegar works best) for 30 minutes
-  Storing crumpled up newspaper inside the container when not in use.
-  Use of deodorizing products

<sup>10</sup> <https://www.alwaysgreenalwaysclean.com/services.html>



### 3.4.10 Downtown Service Area



Specialty has been actively involved with the City to understand the unique needs of the downtown area that is currently planned for development. This downtown area is an important sector for economic growth, high density housing, City charisma and will require creative collection methods to accommodate the service needs.

#### Evaluation of Downtown Collection

The Downtown area has been going through a series of redevelopments in order to achieve a variety of goals for the City of Sunnyvale. These have been described in the Downtown Specific Plan and are summarized here. The Plan supports increased density, while maintaining and enhancing the Downtown as a pedestrian-friendly environment.

The Specific Plan details the following goals for Downtown:

- ✓ Enhancing the prominence of Downtown with the addition of iconic, high quality architecture and public spaces;
- ✓ Creating an urban downtown with a wide range of live and work options and the city's center for retail, service, and entertainment uses in an area adjacent to local and regional transit services;
- ✓ Enhancing employment opportunities responsive to local job market needs, such as research and development and technology businesses, to enhance local economic vitality;
- ✓ Providing more opportunities for higher-density housing to increase the number of new housing units to meet the needs of a range of income levels and to serve a variety of household types, to help address regional housing needs;
- ✓ Creating a distinct sense of place by providing enhanced connections and dynamic gathering places, while also allowing taller buildings and larger community gathering spaces;
- ✓ Allowing sufficient density and intensity to attract financially feasible private development that will support community benefits, such as open space, affordable housing, and funding for public facilities; and
- ✓ Creating a district that promotes the use of a variety of sustainable transportation modes, such as bike, pedestrian, ride-share, and transit and discourages use of single-occupancy vehicles.



While these goals are in the best interest for the City of Sunnyvale, they present solid waste collection challenges in order to ensure the area can be serviced adequately without causing significant disturbances for the region. Key challenges for collection in the area include:

- 🔄 High building density;
- 🔄 Mixed-Use development waste generation;
- 🔄 Undergrown parking garages that have space constraints and low ceilings;
- 🔄 Challenging traffic patterns;
- 🔄 Limited space on curbs for placement of containers
- 🔄 Long distances between potential container collection areas and staging areas for service; and,
- 🔄 Hours of collection to accommodate mix of residential and business setting.

Specialty has prepared a collection program that will accommodate these service challenges. Additionally, Specialty is proposing a modification to this in Section 3.5.1 that we believe will provide an enhancement to servicing this region.

### Collection Program



Specialty is currently servicing the developed portion of the downtown area. However, the new development, highlighted in yellow in the Map of Proposed Container Delivery, is currently planned development that has yet to be constructed. In order to effectively service this location Specialty is recommending that each customer use the unique push and pull, or scout services, of the bins. Specialty has solicited a bid from TrashScouts, included in Attachment A, for these services which are summarized here.

Customers will be required to hire TrashScouts to provide scout services for the collection bins. On the collection days, TrashScouts will use their specially designed pick-up trucks to collect the bins from the underground locations and deliver them to the staging locations (see blue shaded areas in Map of Proposed Container Delivery) where they can be serviced by the larger collection trucks. Containers will be collected using a front-load collection vehicle, as described in Section 3.3.2. Once the containers have been emptied by the collection vehicles TrashSouts will return the containers to their designated underground location.




A map has been provided to demonstrate the example routes the scout services would deliver the containers, and which locations Specialty is initially suggesting for staging the bins. As the area is developed more specific service arrangements may be discussed with the City to ensure the best program is put forward to meet the needs of this unique area. Currently, Specialty has estimated that all potential routes will require push/pull services between 601-1300ft, per the pricing arrangement presented by TrashScouts. This fee would be a passthrough cost to the customer, where Specialty would manage this subcontractor within the terms and conditions provided in the Franchise Contract.

 <b>Downtown Sunnyvale</b> Summary of Equipment & Personnel Requirement 	
Front-Load Vehicle	Included in Commercial Services
Bins	30 x 3 cubic yard
Other Equipment	TrashScout Scout Services
Drivers	Included in Commercial Services

### Map of Proposed Container Delivery - Downtown Sunnyvale



**Map Key**

-  = New development stage that is proposed service for downtown
-  = Possible staging areas to place bins once they are retrieved from underground parking
-  = Potential container delivery estimated route with distance

### Customer Participation

Once this development area is complete it will be possible to assess what service level will be required for the customers. Specialty is making the assumption that these locations will require recycling, solid waste and organic services. Consistent with the practices described for commercial businesses (Section 3.3.3 and Section 3.4.2) customers will be asked to appropriately separate materials into the correct bins. Additionally, MFD customers at the locations will be asked to separate materials in accordance with practices described in Section 3.3.2 and Section 3.4.1.

Specialty will evaluate these customers in accordance with the programs described in Sections 3.4.1 and Section 3.4.2 to understand if separate food scrap collection is necessary, if they would meet waiver requirements, if the program would be most successful through diversion through processing (which would require a waiver and approval from the City) or if the area would be best served by shared bins for multiple customers. Specialty looks forward to working closely with the City to make these determinations and provide a level of service that drives diversion and is convenient to the customer.

In partnership with the City, Specialty and the technical assistance provider will work to provide a robust education and outreach program to this location. This will educate downtown developments on the need to divert food scraps, free from contaminants, into the appropriate containers (as necessary) and the need to divert recyclables into the fiber and container bins that are free from contaminants.

### Diversion Rate Impact

At this time, it is not possible to accurately measure the diversion rate impact of these collection services. Specialty remains committed to working with the City and customers to enhance diversion opportunities as this development comes to fruition.

### 3.4.11 Enhanced Technology

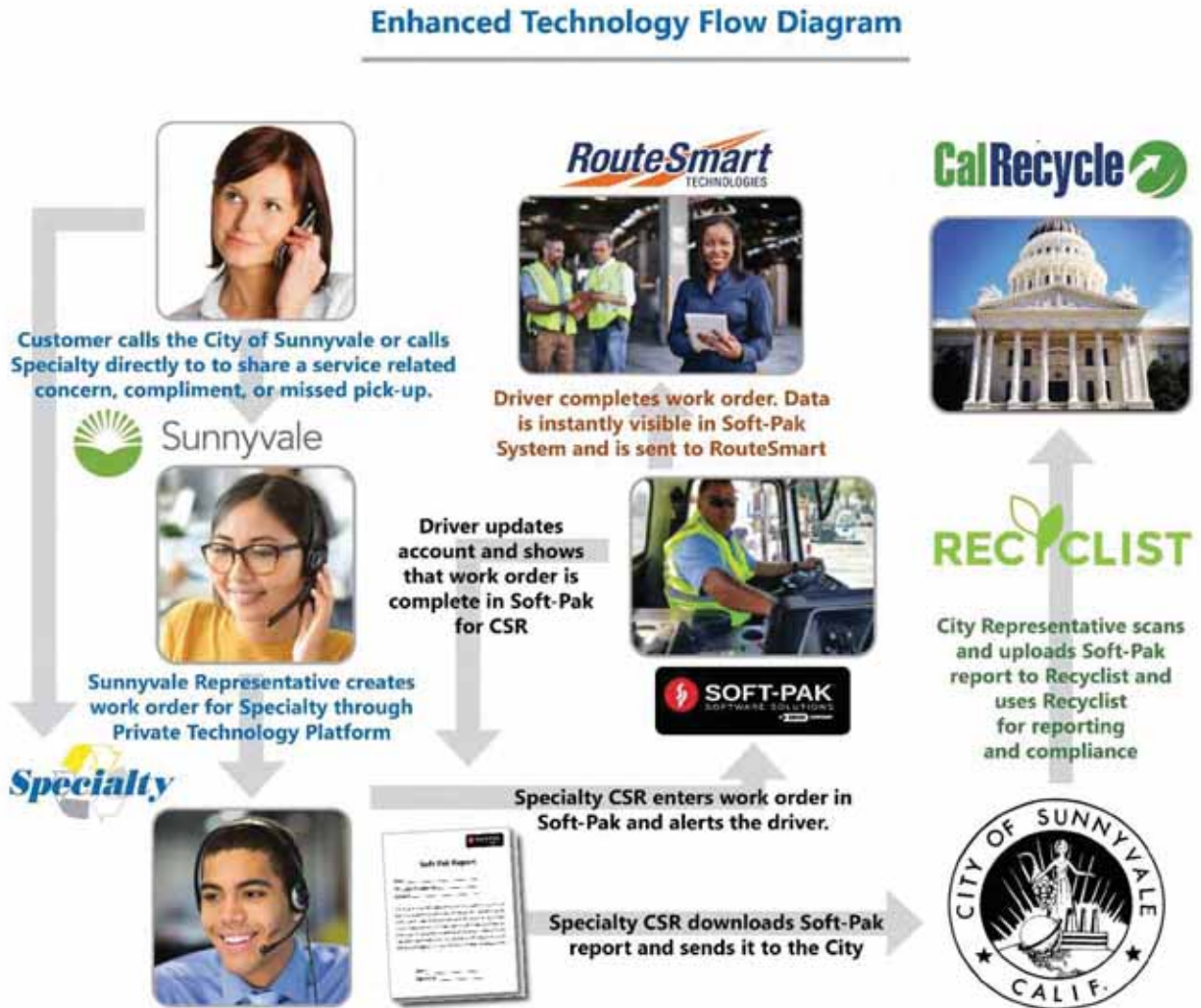


Specialty is proposing three technology enhancements that will be fully integrated to accommodate the needs of Specialty, customers, and the City. RoutSmart optimizes driver's dispatch for the most efficient, cost effective, and environmentally friendly routes. Soft-Pak tracks collection information to ensure a high level of customer service. Recyclist ensures customer education and outreach programs are tracked and reportable for the City to meet SB 1383, AB 1826, AB 341, and AB 901 compliance goals.





The following diagram describes how each of the technologies fit together to achieve optimum levels of communication, data transparency, and reporting.



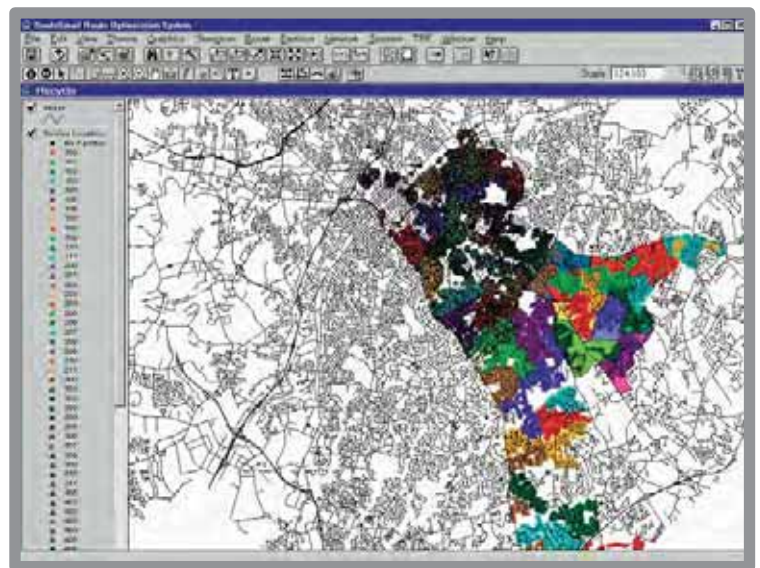
The process begins with a Sunnyvale resident or business owner making a call to the City to make a complaint or report a missed pick-up, where the City representative will create a work order for Specialty. Customers also have the option to call Specialty directly at (408)- 565-9900. This phone line is operational from 8:00 am to 5:00 pm, Monday through Friday, and from 9:00 am to 12:00 pm, on Saturday. Once Specialty receives the complaint through a work order from the City or from the customer directly, a Specialty CSR enters the information in Soft-Pak, which pings the driver to resolve the issue. The driver then picks up the missed collection and enters the issue resolved in Soft-Pak on the Mobile-Pak device within their vehicle. Soft-Pak is integrated with RouteSmart and this data is instantly available for route optimization. Specialty CSRs also instantly see that the issue is resolved through Soft-Pak. This data is printed out and sent to the City at the end of each business day. The City scans and uploads Soft-Pak reports to Recyclist, which is then used for data tracking and reporting for State compliance.

## RouteSmart

RouteSmart Technologies provides route optimization solutions that solve the most complex vehicle routing challenges with unrivaled precision and processing performance to enhance safety, reduce costs, and create efficiencies. The program uses data entry to optimize its output; the more data that Specialty drivers enter, the more it will optimize each route. For example, it can focus on right turns only, no U-turns, avoid schools and businesses at certain times, only service certain customers at specific times, avoid high traffic areas, etc. RouteSmart can also balance the routes if drivers input stop counts and hours worked. This program is specifically designed for high-density precision routing, meaning that it takes into consideration how far apart houses are and the best way to navigate a highly trafficked City. RouteSmart's experts are available to assist Specialty through a series of questions to dive deeper into understanding specific route optimization requirements and determine the best path forward.

Several benefits of utilizing this technology include:

- 🔄 A team of leading experts that stand ready to meet the demands of the City of Sunnyvale
- 🔄 Flexible, tailored, professional services solutions
- 🔄 Variety of training options to ensure that Specialty is able to learn all the aspects of the software needed to get the most out of the program
- 🔄 Technical support after RouteSmart is up and running
- 🔄 Mapping technique decreases vehicle miles traveled with geographically-compact routes and keeps trucks off the road longer
- 🔄 Prevents idling times by optimizing travel times that coincide with low traffic
- 🔄 Lower greenhouse gas emissions from the collection fleet
- 🔄 Adjustable settings to create better routes for unique personnel and vehicle needs, geographic variations and business logistic
- 🔄 Balanced route optimization per vehicles (described further below)



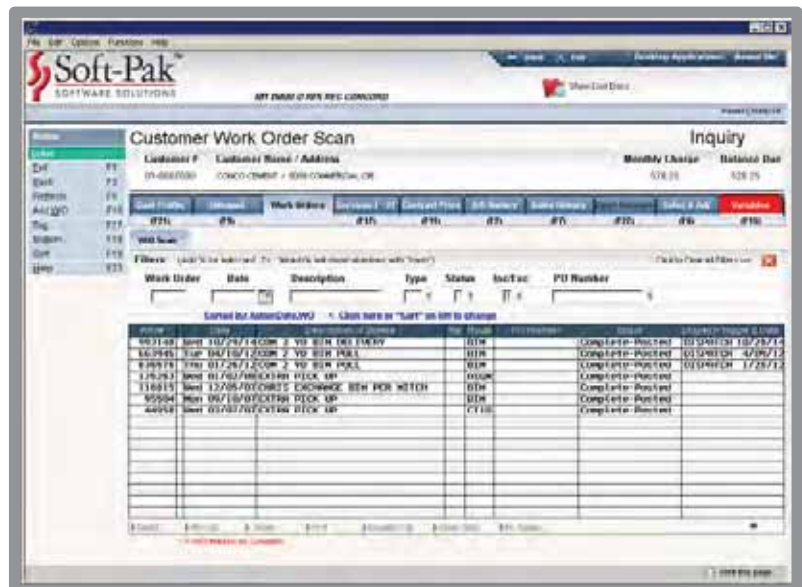
For the waste industry, developing routes that are equitable across the entire fleet is a crucial aspect of daily efficiency and productivity. Without the proper balance, routes may not be serviced efficiently or adequately. This is where automated route balancing comes in. Ensuring balanced daily routes helps organizations automatically plan out their daily activities without worrying about one vehicle having a "heavier" load than the next. As part of this due diligence, RouteSmart considers the type of optimization Specialty is performing (i.e., residential, commercial routing for the entire week, roll-off). It also factors in the type of vehicles Specialty uses (e.g., automated side-loaders that can perform more service in an 8-hour shift). By balancing routes per individual vehicle, this not only distributes the amount of waste collected so that one vehicle is not overloaded, but also ensures a full and equal workday for each driver.



RouteSmart has a close business partnership with Soft-Pak and integrated their products to provide the waste industry with a complete information management solution. Soft-Pak information can be uploaded to RouteSmart so that the information only has to be collected and input by the drivers and CSRs one time.

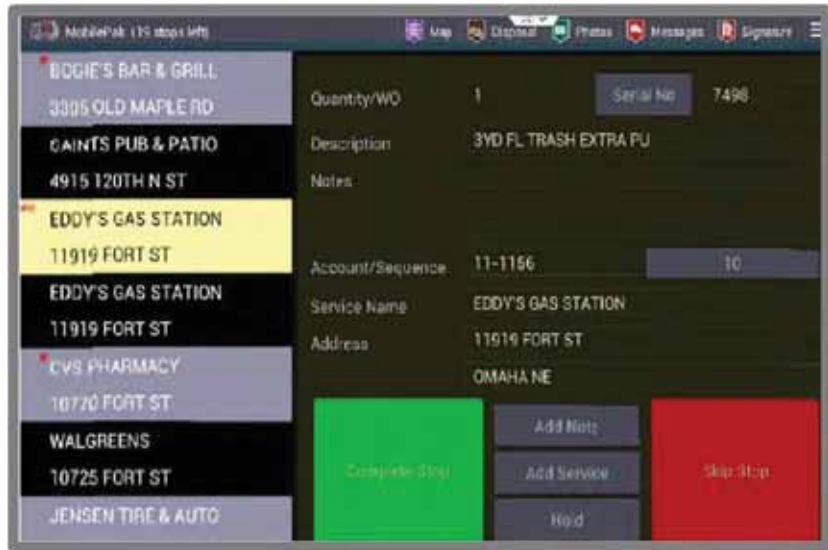
### Soft-Pak

Specialty is committed to excellent customer service. Central to great customer service is the ability to quickly respond and resolve any questions and concerns that a resident might have. Specialty will use Soft-Pak to manage route and customer information in order to provide this exceptional relationship with customers.

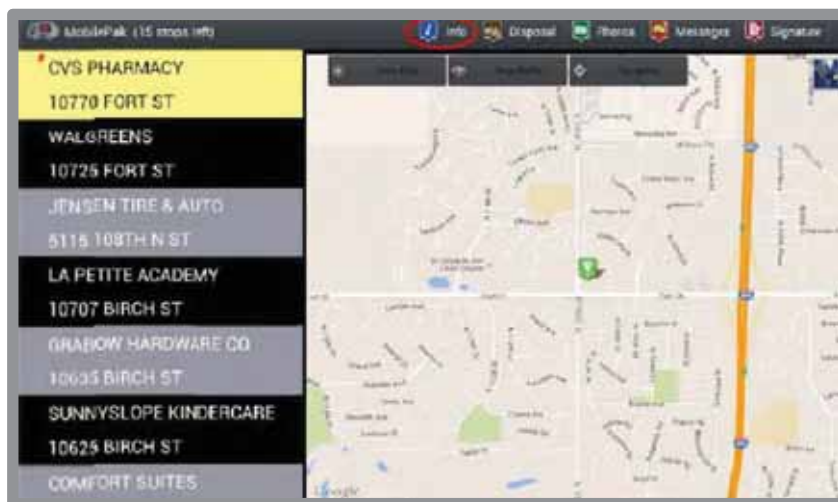




Soft-Pak uses state-of-the-art technology to enable a high degree of customer service to all customers. Soft-Pak's live integration of information between a CSR, dispatch, driver, and management team ensures that Specialty has all the information needed to provide the best service and experience for all customers. The base platform of Soft-Pak provides full account management for CSRs by customer, and allows for notes from special service



needs, outreach activities, courtesy notices, etc. Additionally, Soft-Pak provides Specialty with Mobile-Pak devices for all drivers. This is an easy to use modular add-on similar to a tablet interface. The Mobile-Pak allows for real time data input and communication between drivers and CSRs. For example, a driver can add a note and picture about a resident with an overflowing cart. The information will transmit to the CSR and if that same customer calls in thirty seconds later, the CSR will have all needed information to address the situation. Specialty has added the Mobile-Pak module, which can be accessed on a tablet provided to each driver, allowing us to relay information in real time between CSRs and dispatchers in the office, as well as route supervisors and drivers in the field.



Utilizing Soft-Pak as well as tablets with the Mobile-Pak module provides Specialty with a range of capabilities:

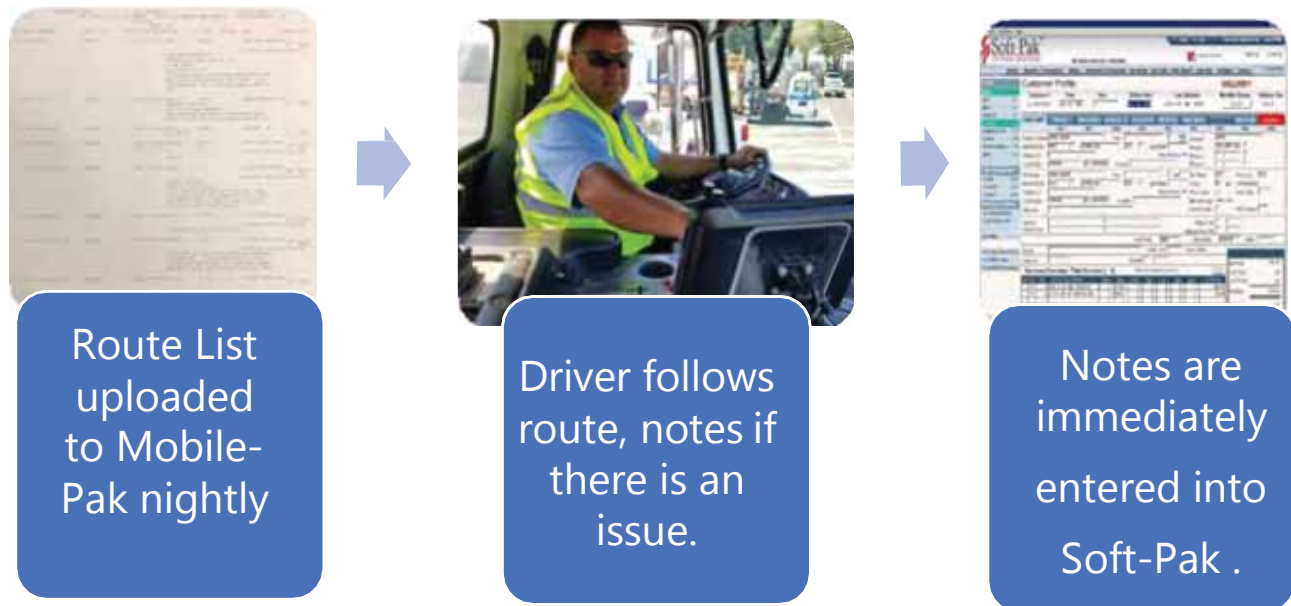
- 🔄 Tracking and maintaining a customer base and customer interaction within one centralized database, which includes service addresses, contract information, level of service and collection day
- 🔄 Prorating accounts, positively or negatively, based on the start or stop of an account

- 🔄 Actively maintaining and audit both permanent and on-call routes
- 🔄 Accessing over 120+ standard reports or customize reports based on filters (i.e. missed pickups)
- 🔄 Real time GPS tracking
- 🔄 Sending scheduled and on-call work instantly to drivers
- 🔄 Mapping of local streets and highways
- 🔄 Picture capabilities for overloaded/blocked containers
- 🔄 Recording all driver activity
- 🔄 Recording service time for each stop, including whether that stop was completed as scheduled or skipped/blocked/overloaded, etc.
- 🔄 Geo coding each stop for route management
- 🔄 Tablet mount for in cab usage, including rugged case for mobile durability
- 🔄 Entering scale ticket information from disposal/transfer facility
- 🔄 Capturing signatures for customer verification
- 🔄 Easily charging for and verifying additional services





Drivers are able to easily use the tablet enabled with Mobile-Pak, where they can scroll through their route list, update stop activity, and receive dispatched work in real time. Route information is easily entered via a drop-down selection that instantly transmits back to the office. Driver activities and their GPS locations are sent to customer service or dispatching and displayed via Google Maps. All information flows back in real time with back office functions like route productivity, work orders, billing, and route follow up completed instantly.

Mobile-Pak tablets can be mounted in the cab for one-touch use or carried by the driver for mobility purposes. Drivers can easily take photos, update notes, and instantly verify additional services with two "clicks". Truck locations are displayed via GPS which provide customer service and dispatching with an easy view of the entire fleet.

**Soft-Pak Information Flow Chart**

Through CSR training and the tracking abilities available through our technology providers, Specialty will meet or exceed all customer service requirements. CSR Supervisors will review reporting on a routine basis to ensure that all CSR's are using the technology to the best of its abilities, responding to all customer calls courteously and efficiently and that all customer complaints are resolved completely and in a timely manner.

-  Respond to customer complaints, service requests and other customer inquiries transmitted by mobile device applications in a timely manner.
-  Provide accurate monthly and annual reporting of Specialty's service performance in the City approved format.

We understand that by investing in excellent customer service we can create a positive relationship between our company, the City, and each individual in the City of Sunnyvale. We believe that this relationship assists in all facets of education and program involvement, where residents will take personal pride in assisting our collaborative approach to the better management of recyclables, organics, and solid waste for the City of Sunnyvale.

**Recyclist**

Recyclist is a cloud-based program specifically for solid waste management. All businesses and multi-family accounts are conveniently stored in one place, so that anyone with access can quickly find contacts, addresses, service information, and outreach history. Recyclist service includes periodic data imports that give visibility into service changes, including new accounts, closed accounts, and changes in service levels.

Soft-Pak reports can be uploaded to Recyclist so that the two technology platforms are seamlessly integrated. Reports from Soft-Pak will be downloaded and uploaded to Recyclist as regularly as the end of each business day, weekly or other intervals as determined by the City. The City of Sunnyvale would be able to continue with the same reporting program and not have to modify in order to integrate Soft-Pak. This combination of technologies is currently being used in other Bay Area waste companies, including Garaventa Enterprises, Napa Recycling, and Marin Sanitary. Additionally, SCS Engineers, the technical assistance subcontractor for reporting, could be granted access to Recyclist to report on-site audits and customer education.



### Training Program

Training will commence beginning the beginning of 2021, or as soon as the technology is implemented, where Specialty staff will learn all three technology enhancements. RouteSmart, Soft-Pak, and Recyclist all provide training programs for a seamless transition to the new systems. Specialty Staff will receive a well-rounded training from these companies, and the City will be invited to sit in. After the initial onboarding of the training program, employees will keep their skills current and learn about the latest application functionality by participating in Routing University. Designed to fit within a busy schedule, RouteSmart offers numerous training options that are flexible and customizable. Drivers will be additionally fully trained on how to use Mobile-Pak. This includes following the navigation system and learning how to operate the program in order to optimize their workday.

CSRs will be fully trained on the new Soft-Pak software and also will be given a training on how it connects with the current software, Recyclist. Recyclist provides a customized tutorial for staff, and gives the information needed to utilize the full capacity of the tool. By the end of the training period, the CSR will be able to use Soft-Pak and integrate with Recyclist, creating, editing, and running reports from Soft-Pak, monitoring and reporting through the phone system and a complete understanding of Specialty's values and beliefs relating to both customer service and employee and City satisfaction. CSR's will be fully trained on starting and stopping service, adding, deleting and adjusting service levels, adding, deleting and adjusting routing, inputting comments to a customer's account and verifying and adjusting any billing discrepancies. CSRs will also be trained on how to transfer data from Soft-Pak to Recyclist, so that the City has access to all related Specialty operational data.

### Cost of New Technologies

RouteSmart is approximately \$100,000 up front, with annual maintenance and map updates for \$16k after the first year. Soft-Pak has an initial fee of \$133,745, with annual costs of approximately \$34,773.70. Recyclist has been purchased by the City where the expanded use would not result in any additional costs.



### 3.4.12 Vehicle Fleet and Fuel



Specialty is constantly finding better ways to collect garbage and recyclables while being environmentally conscious, including upgrading to the best available technology for their collection fleet. Specialty has been purchasing renewable natural gas (RNG)/compressed natural gas (CNG) for the fleet and will continue to purchase RNG to support carbon negative fuels. Specialty started with purchasing CNG, then began buying credits for RNG from various sources, where we will soon be buying credits for 100% dairy RNG. As new renewable fuels become more readily available in California from the diversion of organic materials, these purchases can meet the more rigorous SB 1383 procurement requirements. Once the Zero Emissions Vehicle (ZEV) becomes feasible for the Specialty fleet, Specialty plans to work with the City to discuss

implementation of a phased-in transition to this new technology. This would involve initial planning, purchasing, and testing of the new Zero Emissions Vehicle and charging infrastructure, as well as operation and maintenance training. As of now, it looks like it will be several years before there is enough clarity to make an informed and cost-effective decision to transition to a ZEV fleet to service residents and businesses reliably. Until then, Specialty will continue to work with the City to pursue their goal of a carbon neutral fleet with RNG/CNG technology and the purchasing of carbon credits.

#### Converting from Fast-Fill to Time-Fill



Specialty will soon rebuild their CNG fueling facility, located at 3355 Thomas Road, Santa Clara, CA 95054, after its twenty successful years of operation. In addition to fueling the Specialty collection fleet, this station has additionally provided fueling infrastructure to the City and the public since 1993. The current Trillium fueling/maintenance agreement runs through December 31, 2021. At that time, the new fueling station provider, Trillium or other, would take over maintenance of the current station until the new station is complete. Currently the station provides a "fast-fill" option, which is best for light-duty vehicles, but Specialty is looking to upgrade the

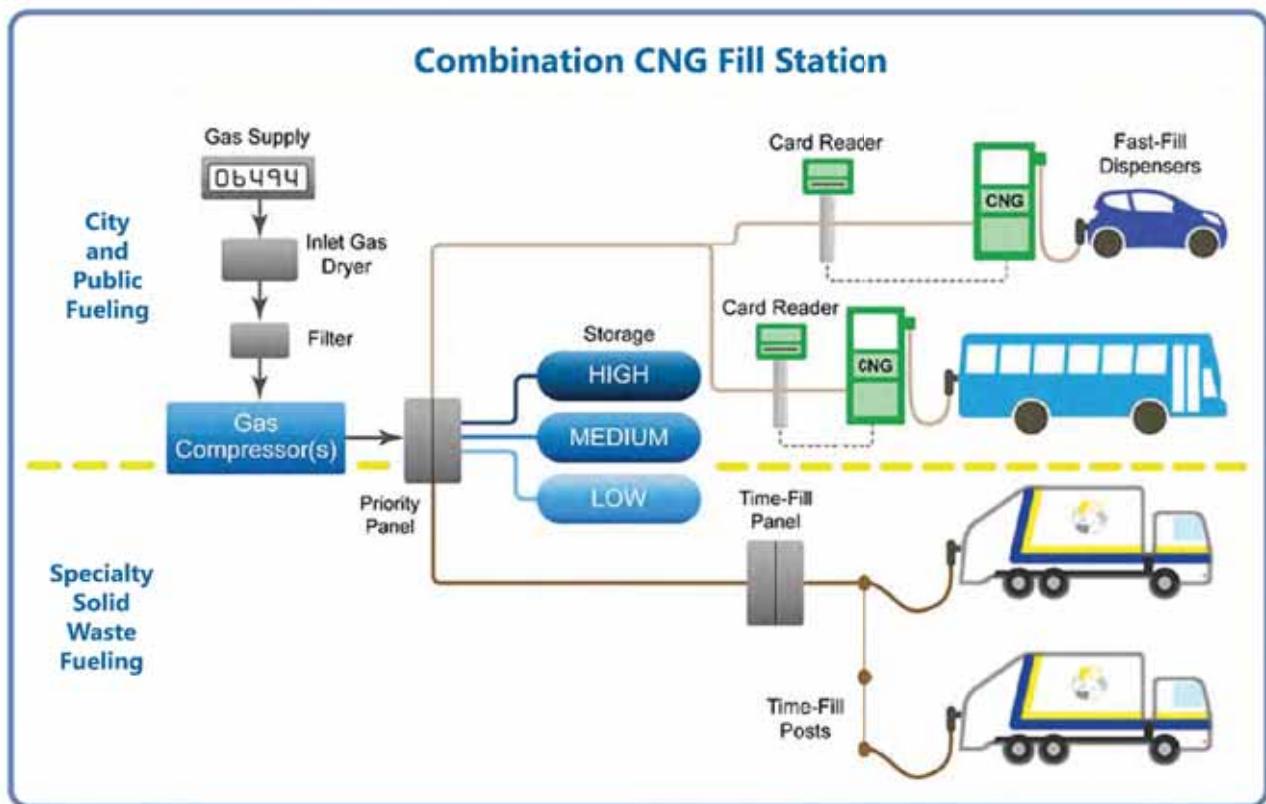
station to a “combination-fill” option that also includes a “time-fill” or “slow-fill” pump, which is best for refueling larger vehicles overnight.

The main differences in the structures of both types are the compressor size and storage capacity. These elements determine the amount of fuel dispensed and time it takes for CNG to be delivered. There are many advantages to a combination fill station which can be distilled to three major points:

- Increased flexibility for the public, City, and Specialty
- Greater efficiency in fueling and maintenance
- Significant labor efficiency.

Fleet vehicles are at a significant advantage from slow-fill stations as the reduced heat of the fuel allows for greater amounts of fuel to be housed in the fuel tanks. This is opposed to a fast-fill, where the increased heat does not allow the tank to be filled completely. Additionally, there is greater control over when the fleets may be filled. Most commonly the vehicles are filled during off-peak hours (like at night) when electricity rates are lower.<sup>11</sup> This additionally saves on electricity costs.

Public fill times would also decrease, as Specialty trucks would not be using the compressor during the day. Time-fill is more efficient for the fueling compressor where it would start once and run



<sup>11</sup> See U.S. Department of Energy – Alternative Fuels Data Center  
[https://afdc.energy.gov/fuels/natural\\_gas\\_cng\\_stations.html](https://afdc.energy.gov/fuels/natural_gas_cng_stations.html)

until the fleet is complete, as compared to starting and stopping several times throughout the day with fast-fill. This extends the life of the compressor and reduces maintenance. Labor costs alone are a huge advantage. Time-fill allows maintenance on the compressor to be completed during the day when the fueling station is not in use. It currently takes several hours for the trucks to fast-fill and the drivers must refuel their vehicles at the end of each day. The time-fill plug in overnight would eliminate this labor cost, and the driver could come back to the fully fueled vehicle the next morning. Time-fill eliminates all overtime associated with fueling after the route is complete. Additionally, time-fill stations can also be tailored specifically to the type of vehicles in use, which provides efficiency in fueling.

Considering the advantages of fueling efficiency and minimizing labor costs, Specialty would like to work with the City to upgrade the facility to a combination-fill station. This would allow for the flexibility of servicing the City and public with the fast-fill option, while also saving time and cost for collection vehicles with the time-fill option.



### **Bridging to Electric Charging**

An option for ZEV charging can also be added to the infrastructure once Specialty and the City determine the appropriate time of phase-in. The fueling station itself could not be converted, but some pieces would be reused. For example, K-rails will be placed throughout the truck parking lot, with fueling ports and conduit for wiring at each stall. This portion of the station could be re-used for electric. In addition, if we install a backup generator for the fueling station, this could also be reused for electric. Although there is a general understanding of possible costs, without knowing how truck technology will evolve over the next several years, it is impossible to provide a quote to add electric charging to the current Specialty Sunnyvale fueling station. A projected cost to upgrade to include a ZEV charging station is further discussed in the next section.

In the future, when Specialty transitions to electric or another possible Zero Emissions Vehicle technology, the CNG station would continue to be in service for the remaining CNG trucks and public use, as the incorporation of ZEVs would be done in a phased in approach. Whichever technology Specialty decides to move forward with could also be offered to the public, through the current public access (fast charging electric station, or hydrogen fueling, for example). Specialty is always looking to become more sustainable with their operations, for example the possibility of adding solar panels over the truck parking lot to offset future electrical usage.

### **Cost of Converting from Fast-Fill to Time-Fill**

Monthly there would be a labor reallocation of 90 hours for the shop employees and a labor savings of 100 hours of overtime for the drivers due to fueling. (1,080 hours or \$45,392.40 at the current labor rate per year for shop employees and 1,200 hours or \$75,564.00 at the current rate of overtime per year for the drivers). This would allow the shop employees to continue servicing trucks instead of fueling the vehicles and the drivers could begin their days at their regular hours.

Additionally, there is no direct annual cost of subcontractor services associated with operation and maintenance for each approach. Maintenance cost for the station is incorporated into the per GGE (gasoline gallon equivalent) price, as it is with the current station.

There are no foreseeable disadvantages with converting from fast-fill to incorporate a time-fill station. The initial cost of conversion can be easily incorporated, as the Specialty Fueling station is past its useful life and needs to be replaced. The daily operations provide a cost savings with more efficient personnel operations and more efficient equipment.

### Future Subcontractor

Specialty has selected two options for possible subcontractors to build the new fueling station. The current maintenance term goes beyond the franchise term, through 12/31/21. Specialty has the option to extend the agreement with Trillium (current contractor), to maintain the current station until the new station is ready. Specialty also has the option of entering into a new contract with TruStar to maintain the current station until the new station is complete. TruStar has provided a quote to build turnkey operations with a combination of Fast-fill and Time-fill fueling station. The proposed capital depreciation period will be either 7 or 10 years, depending on the agreement. Annually this amounts to \$300,438 under the 7-year contract and \$210,307 under the 10-year contract. The chart below demonstrates an estimated cost to build the new station and can be used for an understanding of projected costs with either subcontractor.

### **TruStar** Fueling Station Proposal

<b>TOTAL PRICE WITH TAXES AND FREIGHT</b>	<b>\$1,999,763.44</b>
Total Price Without Applicable Taxes	\$1,844,275.06
Required Down Payment	\$399,952.69




### Electric Vehicle Cost and Performance

There are no published long-term studies on electric refuse truck use. The most recent published study that we located that is relevant is the National Renewable Energy Laboratory (NREL) study of Foothill Transit, a CNG transit bus fleet located in southern California. The NREL Study is valuable as it compares the operations and maintenance cost of the existing fully CNG transit agency to the transition costs to zero emission vehicles (ZEVs) in the urban routes of Los Angeles.<sup>12</sup>

There are many similarities in refuse truck and transit bus operations seen in this study that are early indicators of the costs to the City and Specialty with the new ZEV technology. Both the Foothill Transit fleet and the Specialty fleets: 1) Have extensive experience and investment in CNG infrastructure and maintenance facilities and staffing; 2) Operate on fixed routes; and 3) Operate in dense urban areas. The NREL Study documents results from April 2014 through December 2018. The summary of data analysis below represents cumulative data through June 2019. Among the findings of the NREL Study are:

<sup>12</sup> See <https://www.nrel.gov/docs/fy20osti/73516.pdf>



-  Fuel Cost (\$/mile): CNG \$0.26 versus ZEV \$0.45
-  Maintenance Cost (\$/mile): CNG \$0.39 versus ZEV \$0.60
-  Total Operating Cost (\$/mile): CNG \$0.74 versus ZEV \$1.07

The City of Palo Alto deployed one ZEV refuse truck in 2017.<sup>13</sup> Unfortunately there are no published studies on this program, and we have not received a response from the City of Palo Alto despite repeated attempts initiated on March 23, 2020.

In May 2019, the City of Seattle Public Utilities announced an initiative to require its refuse collectors to deploy up to 200 cleaner vehicles, labeled “Green Fleet” by the City.<sup>14</sup> The City expected to have rolled out the full Green Fleet by early 2020. The fleet includes 2, first in the nation, 100% electric Class 8 rear-load trucks. Our understanding from the City’s contractor, Recology, is that the truck delivery was delayed for more than one year. It is not certain at this time if the truck manufacturer (Chinese-owned BYD) will have the staying power to continue after the COVID-19 pandemic. The City of Seattle also committed to four mid-size trucks for smaller routes and container delivery, and 12 small hybrid or full electric-support trucks or cars. Most of their roughly 200-vehicle green fleet started servicing customer routes in spring 2019. The green fleet includes 91 Waste Management trucks powered by RNG and also includes 80 Recology trucks that are powered by hydrogenated-derived diesel. The total ZEV deployment planned is 18 trucks of the 187 total “green fleet,” or less than ten percent. The impact of COVID-19 on heavy truck manufacturing in general, and the Palo Alto and Seattle pilots in particular, is not certain. This is discussed in more detail in the next section.

### **Fleet Transition Cost “Breaking Point”**

The California Air Resources Board (CARB) assembled the Advanced Clean Trucks (ACT) committee in 2016 and Specialty’s consultant team was named to the committee. CARB has moved from research to regulatory development with a proposal to be heard at the June 2020 CARB board hearing. Currently there is insufficient experience with electric refuse trucks to provide any reliable “break point” analysis. As discussed below there is the baseline CNG fleet information to share to continue the dialogue with the City as ZEV availability increases as the manufacturers emerge from COVID-19 impacts.

The availability of electric refuse trucks beyond the token few in use in 2020 have been impacted by the stall in truck manufacturing as a result of the COVID-19 global pandemic. Last year, the Truck and Engine Manufacturers (EMA) testified to CARB, “that in 2026, 100 percent of refuse trucks can be ZEVs.” The crisis will likely have negative impacts to the supply chain for ZEVs and CARB’s own ambitious schedule from late 2019 is being modified for this new reality with a ZEV

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<sup>13</sup> See <https://www.cityofpaloalto.org/news/displaynews.asp?NewsID=4068> , last updated October 2017

<sup>14</sup> See <https://atyourservice.seattle.gov/2019/05/29/seattle-rolls-out-industrys-greenest-fleet-leads-the-way-in-solid-waste-pickup/>

manufacturing mandate being pushed from a 2024 to 2030 timeframe, and maybe out as far as 2035.<sup>15</sup>

The impact of COVID-19 on heavy truck manufacturing is not certain, however early indicators are that the traditional truck manufacturers will struggle with the loss of more than 50% production in 2020 and multi-year impacts similar to the 2008 to 2012 decline.<sup>16</sup> In a March 23, 2020 letter to CARB, the EMA stated that CARB's planned manufacturer ZEV mandate cannot be achieved for the foreseeable future, "This is not a business as usual situation, and it should not be a regulation as usual situation either. While the economic impacts of the Omnibus Low-NOx and ACT rules always were going to be challenging, "they simply are no longer sustainable or implementable on top of the economic strains caused by the on-going COVID-19 crisis and the apparent recession that we now face."<sup>17</sup> As the fleet end user, neither Specialty nor the City can make any definitive timeline for transition to ZEVs based on this information. The continuing discussions at least annually is advisable given this uncertainty.

According to the California Air Resources Board (CARB), there are, "key cost components that differ significantly between technologies including the purchase cost of the vehicle, ongoing fueling and maintenance costs, Low Carbon Fuel Standard (LCFS) revenue, infrastructure, and other assorted vehicle operating costs."<sup>18</sup>

The technical constraints and factors that need to be addressed when determining the transition to a ZEV fleet are identified in the referenced CARB discussing document. Each of these components are summarized below and tailored to the Specialty fleet.

**Vehicle Purchase Price:** The estimated truck costs for the three CNG vehicles currently serving the City are: 1) Residential automated side-loader at \$550,000; B) Commercial front-loader at \$470,000; and C) Roll-off at \$350,000. The estimated truck costs for the ZEV refuse truck is in excess of \$700,000 each. Note that a ZEV roll-off truck is not currently manufactured due to its unfavorable duty cycle for ZEV application (e.g. longer range and weight sensitivity).

**Fuel Cost:** The current CNG price at Specialty is \$2.44/GGE (gasoline gallon equivalent). The NREL Study found that, "On average, electricity cost is approximately 6 times the cost of CNG."<sup>19</sup>

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<sup>15</sup> See CARB's rulemaking page for the updated proposal for the June 2020 Board meeting:  
<https://www2.arb.ca.gov/our-work/programs/advanced-clean-trucks>

<sup>16</sup> See <https://www.fleetowner.com/covid-19-coverage/article/21128021/cv-production-to-fall-to-great-recession-levels-ftr>

<sup>17</sup> See letter from EMA to Steven Cliff, CARB dated March 23, 2020 (Appendix F)

<sup>18</sup> <https://www3.arb.ca.gov/regact/2019/act2019/apph.pdf> at p. 1 "Total Cost of Ownership Discussion Document"

<sup>19</sup> NREL Study, Slide 32



**Fuel Infrastructure Cost:** Specialty invested approximately \$665,808 to develop the CNG infrastructure in place today. A recent quote for just under \$2 million has been received for the upgrade of the existing infrastructure. The cost and timeline to install electric charging infrastructure to support ZEVs is not known at this time. Factors influencing the costs relate to PG&E readiness for the planning, permitting, execution, and public funding availability.

**Maintenance Cost:** Specialty has invested in the physical shop, tools, and training to reliably service the CNG fleet. When the need arises, the local parts and service network for the CNG vehicles has evolved over more than 15 years to reduce downtime and keep the vehicles well maintained and safely serving customers. The NREL Study found that regarding maintenance, "Overall cost per mile without low-voltage battery costs for the BEB 35FC buses was 1.5 times higher than the CNG bus cost; cost for the BEB 40FC buses was 1.4 times higher than the CNG bus cost."<sup>20</sup> Note that the "BEB" nomenclature refers to the ZEV bus size. The takeaway is that a significantly increased maintenance cost comes with the decision to go ZEV.

**Environmental Benefit:** Specialty implemented RNG and is looking to source less carbon intensive dairy biogas. The environmental benefits of ZEV's are not certain. Factors include: 1) The source of electricity; 2) More ZEVs are needed to accomplish the same carrying capacity (so it is not a one-to-one replacement), due to the loss of payload compared to CNG; and 3) The impacts of battery manufacturing, recycling potential or disposal is not understood.

In summary, the technical constraints and factors discussed in this response will inform the future monitoring of ZEVs and a data-driven decision-making process that will allow both the City and Specialty to decide upon the timing of any ZEV deployment. As of this writing it appears to be several years into the future before there is enough clarity to make an informed and cost-effective decision to service residents and businesses reliably.

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<sup>20</sup> NREL Study, Slide 44



### 3.4.13 Safety Tracking




Specialty has a history of maintaining a strong safety record with a focus on training, reporting and learning from close-calls and near misses. This safety record has resulted in "modification rate" (MOD rate) issued by the State Department of Industrial Relation's (DIR) Workers' Compensation program annually to be very high and result in favorable insurance rates. In response to the RFP Specialty has worked closely with OMNIS Risk Insurance Solutions to discuss tracking this MOD rate separately from Bay Counties Waste Services, who operates the SMaRT Station.

Per the California Workers' Compensation Experience Rating Plan Regulation, "*separate entities shall be combined for the experience rating purposes when the same or same persons own a majority interest in each of the entities*". As there is shared ownership between Bay Counties Waste Services and

Specialty Solid Waste and Recycling, these MOD rates must be combined for the experience rating purposes (x-mod).

In order to be fully responsive to this RFP request Specialty has asked OMNIS Insurance Company to provide the following letter:

**Specialty Solid Waste Services – MOD  
Rate for Collection Services RFP**

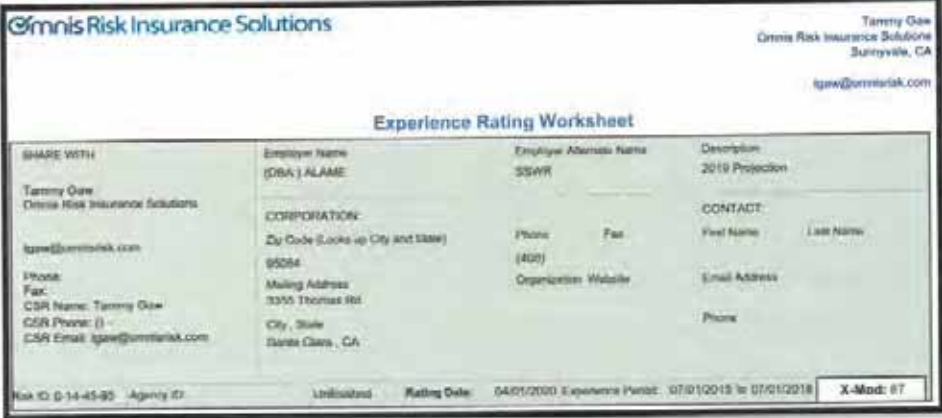


May 15, 2020

**OmniRisk**

Dear Jerry,


For the purpose of your RFP, with the City of Sunnyvale, OMNIS has prepared an independent MOD rate for reference in your response. Using the same formula as the Workers Compensation Bureau does in tabulating the x-mod, we were able to separate out Specialty Solid Waste and create an 'independent' x-mod, as if there were no other combinable entities (Bay Counties). The WC Rating Bureau uses a specific formula for establishing the x-mod. This formula often changes depending upon the losses in CA for certain class codes.




The x-mod is a ratio between your entity's payroll over the dollar amount and the number of the claims. The WC Bureau also includes certain formulas with max dollars, split

dollars and minimum dollars on claims, as part of their formula, takes into consideration size of company and other factors. The result is an assignment of points to each claim. Those points per claim develop into your x-mod. The results are below: We would like to reiterate, per the California Workers' Compensation Experience Rating Plan Regulation, "separate entities shall be combined for the experience rating purposes when the same or same persons own a majority interest in each of the entities". As both Specialty Solid Waste & Recycling and Bay Counties SMaRT are DBA's of Bay Counties Waste Services, Inc., these MOD rates must be combined for the experience rating purposes (x-mod).

Regards,



Tammy Gaw



**OmniRisk Insurance Solutions**

**Tammy Gaw – President – CIC, CRM**  
 OmniRisk Insurance Solutions, Inc.  
 108 S. Sunnyvale Ave., Suite A Sunnyvale CA 94086  
 Cell: (408) 981 5459  
 Office: (408) 245-6600  
 Email: TGaw@omnisk.com  
 Website: Omnisk.com  
 License# 0C44942

Specialty will continue to track training programs, any relevant OSHA related incidents, near misses or other metrics as they relate to safety separately. Specialty implements a range of safety training to ensure that this is the number one priority of the operation.

**Fleet Safety**

Specialty operates a fleet that travels thousands of miles annually. Driving large vehicles has inherent risk and requires trained and disciplined staff. Specialty ensures drivers are thoroughly qualified and maintains only those drivers with demonstrable records of safe and courteous conduct. Once hired, Specialty provides continual training and ensures all training is specific to the vehicles the drivers operate, including an exhaustive review of all the safety features and best practices.

Drivers are closely monitored during their initial hire period to ensure safe driving practices. After this initial period, drivers receive continuing safety trainings. All safety records, including training records, are kept at Specialty's offices and are available upon request.

**Zero-Tolerance**

Specialty has a zero-tolerance policy for the use of alcohol and drugs for employees who are operating vehicles. Employees who are discovered to be in violation of this policy are subject to dismissal.

**Incidents**

Specialty maintains an excellent driving and safety record. However, Specialty has protocol in place in the event of a collision. In the event of a collision, it is Specialty's first priority to ensure the safety of its drivers and the public. Specialty's drivers, once safe, will document the details of the collision and log them for recordkeeping purposes. If appropriate, normal route service will resume. In the event the collision is significant, the route service may be addressed by other vehicle routes until the incident is resolved.

Drivers found at-fault for a collision will undergo a mandatory safety review and may undergo additional training before reinstated on his or her route.

**Illness**

Specialty's drivers are given sick leave to ensure their health and happiness. Ill employees may use sick time to stay at home. Employees who suspect they are ill with a contagious illness will not be required to work if their work endangers other employees or the general public. This precaution will be in place, regardless of whether the employee has remaining budgeted sick days.

Furthermore, collection drivers will be given personal protective gear as available to protect them from exposure to toxins and pathogens while collecting refuse. This risk is further minimized by the prevalence of automated and mechanical collection equipment on the refuse trucks.

## 3.5 Specialty Proposals

Specialty has provided two additional proposals for consideration by the City to provide service enhancements to the collection programs.

### 3.5.1 Early Service for Downtown Development



Specialty has provided a description of how the future development in Downtown Sunnyvale could use a Trash Scouting company to provide push/pull services to assist in the efficient collection of containers in the area in Section 3.4.10. As a further enhancement to this service offering, Specialty is suggesting that the collection hours of the Downtown area be adjusted to early service times, where trucks will complete collection starting no earlier than 6 a.m. and be completed no later than 8 a.m. This will significantly assist in completing the required push/pull program, in tandem with the servicing of the containers by the collection vehicles, from impacting the daily traffic patterns of the area. Although there are residential properties in the region, these new residents will be well above street-level, in new buildings which are considerably protected from

sound. Additionally, Specialty is utilizing CNG vehicles which significantly reduce noise impacts for customers. These factors, combine with the significant benefits of reducing impacts on traffic, would not only result in better, less disruptive, service, it would allow for much greater efficiency for Specialty drivers. We look forward to discussing this option further with the City, where we feel the benefits of the program would be considerable for the operations when servicing this region.

### 3.5.2 Edible Food Recovery Infrastructure Support




Specialty is committed to not only provide exceptional service to the City of Sunnyvale, but also to improve the health and well-being of Sunnyvale at large. This has been reflected in the commitment to various community organizations and support of local non-profits in our charitable giving. SB 1383 provides an exceptional opportunity to further support the local community, through the requirements for capturing greater levels of edible food from the waste stream to feed people. At a minimum the City must navigate how to support edible food recovery infrastructure in order to ensure that at least 20% percent of discarded edible food is recovered by 2025. Specialty is offering an opportunity to link supporting this infrastructure to the collection franchise in this optional proposal.

#### Edible Food Recovery Program

Specialty is determined to assist the City in decreasing the amount of tonnage sent to landfill because of the important environmental protections it provides and because our company is determined to do the socially responsible thing before being asked. This includes the progressive steps in reducing our fleet emissions, expanding diversion opportunities and now providing a program that enhances our social benefits for our community. Edible food recovery, where food is safely captured to feed people instead of sent to composting or anaerobic digestion, is an exemplary demonstration of promoting socially responsible programs ahead of traditional resource recovery from a waste hauler.


Specialty would like to include the cost of a collection vehicle, that would be purchased by Specialty, but owned and operated by Sunnyvale Community Services, for exclusive use as collection of edible food within the City. The vehicle can be co-branded with City, Specialty and Sunnyvale Community Services logos and a demonstration of partnership, collaboration, commitment to community welfare and to assist in the compliance with SB 1383. This vehicle would be outside of the regular cost-plus model, where Specialty would not receive profits based upon the purchase, nor expect repayment of the asset. The vehicle cost, capped at \$100,000 in the initial year would be a one-time payment to Sunnyvale Community Services, and used to service Tier 1 and Tier 2 commercial generators.





**Sunnyvale Community Services** works closely with Second Harvest of Silicon Valley and other donors to provide clients with necessary and nutritious food. Some programs they offer include Produce Monday which provides 20-30 pounds of fresh produce to their clients. Monthly Food program offers grocery staples such as chicken, milk eggs, rice, bread, canned goods, and can be picked up at drive-through distributions. Ready-to-eat foods are also available for the homeless community. During the summer months, they have special additional food for families and children who rely on school meals. In addition to these, they are always open for non-perishable food donations from individuals throughout the year.

Sunnyvale Community Services works closely with the local food bank, in addition to other edible food recovery agencies that are making considerable impacts on the collection of food from commercial generators. Specialty looks forward to becoming a part of this network of forward-thinking groups, in order to understand the greater impact our company may have on their success.



**Our Daily Bread** is a non-profit community-supported outreach program. ODB serves free hot meals 3 days a week to hungry people without qualification or restriction. They are a part of St. Thomas Episcopal Church that currently serves 280 diners per day.

Additional programs may be incorporated into the technical assistance and disbursement of Outreach and Education programs to educate generators on the issues of food waste and bridging the gap with food insecurity. Our SB 1383 Compliance Manager will be poised to answer basic information on Food Safety and have information at the ready for commercial generators to find out more about how to separate edible food in a safe manner for collection.

**LOAVES & FISHES****FAMILY KITCHEN**

**Loaves & Fishes** provides meals at no cost to ensure food security and nutrition for low-income families, disadvantaged individuals with a special concern for children, families, seniors, veterans, students, disabled, and the homeless. They have partnered with nearly 80 other nonprofit agencies which include a fleet of hot/cold temperature-controlled delivery trucks. This allows them to deliver an average of 25,000 meals per week across the Bay Area from Gilroy to Palo Alto and provide even more free hot meals to low-income senior retirement centers, community centers, schools, shelters, transitional housing, and afterschool programs. Their partnership with A La Carte, a food recovery program that diverts much-needed food from landfills and compost, enables Loaves & Fishes to re-distribute prepared and pre-packaged food and double their meal service capacity from 525,000 meals to over 1,000,000 meals each year.

Specialty, the City, County and collection of interested parties may also consider investment into a food recovery kitchen to help recovery additional waste food that ends up in the disposal stream. These recovery kitchens target end of life products and repurposes them so they can be easily given as prepared food for seniors, those with disabilities or who may need assistance providing healthy meals for themselves and their families. This kitchen could be funding through innovative programs such as donating \$1 for every customer who moves to on-line bill pay, charitable drives and fundraisers or other collaborative activities.

**Senior Nutrition Program**

put on by Santa Clara County Social Services Agency and Council on Aging Silicon Valley, the Senior Nutrition Program provides high quality, cost efficient, nutritious meals to eligible adults 60 years of age and older. Their goals of the program are to reduce hunger and food insecurity, increase socialization, and promote the health and well-being of other adults by improving access to nutritious meals and other health and wellness services. The program has congregate meals at 38 different nutrition sites throughout Santa Clara County, 7 days a week and provide social opportunities such as access to exercise programs, classes, legal, and financial services. In addition, they provide a Meals on Wheels program, where 14 frozen meals as well other staple grocery items such as milk, bread, and juice get delivered once a week to older individuals that have difficulty obtaining food for themselves. Friends from Meals on Wheels is a program that was specifically created to increase socialization through activities such as home visits, telephone calls, personalized home based exercises, pet food deliveries, birthday card and gift deliveries.



Further, Specialty suggests the City consider out of the box thinking to support the recovery of edible food from residential customers through including organizations like Village Harvest in Outreach Materials. Residential customers may not participate in traditional edible food recovery for food safety concerns, however for those that have gardens and trees that produce edible food, they may be 'gleaned' if they are over-abundant and the food can be delivered to a local agency to help reduce food insecurity. This program would be highlighted through outreach to single-family homes who would benefit from reducing their waste.



**Village Harvest**

**Village Harvest** is a volunteer organization in the San Francisco Bay Area that organizes volunteer harvesting of abundant fruit from homes and small orchards, then passes it along to local food agencies to feed people in need. They also assist neighborhoods to organize their own fruit harvests and provide education on fruit tree care, harvesting, and where to take their excess fruit to benefit the community; as well as information training sessions, tastings, and recipes on using home-grown fruit to create jams and other preserved foods. The volunteers harvest up to 1/4 million pounds of fresh fruit each year from home backyards and noncommercial orchards.

## 4.0 Cost Proposal Forms

Please see separate USB for Cost Forms.

Please note these items are Trade Secret Information – Confidential and Proprietary

**CONTRACTOR COMMENTS TO DRAFT RFP AGREEMENT  
REMOVED.**

## 6.0 Completed Forms

### IRAN CONTRACTING CERTIFICATION

#### Iran Contracting Act Certification

Pursuant to Public Contract Code Section 2200 et seq., ("Iran Contracting Act of 2010"), Grantee certifies that:

- (1) Grantee is not identified on the list created by the California Department of General Services ("DGS") pursuant to California Public Contract Code Section 2203(b) as a Person engaging in investment activities in Iran; and
- (2) ~~Grantee is not a financial institution that extends twenty million dollars (\$20,000,000) or more~~ in credit to another Person, for 45 days or more, if that Person will use the credit to provide goods or services in the energy sector in Iran and is identified on the DGS list made pursuant to Section 2203(b).

As used herein, "Person" shall mean a "Person" as defined in Public Contract Code Section 2202(e).

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the Grantee to this Certification, which is made under the laws of the State of California.


Specialty Solid Waste and Recycling (Company Name)

By:  (Signature)

Name: Jerry Nabhan (Printed Name)

Title: SECRETARY

Date: APRIL 7, 2020

  
Signature  
SECRETARY  
Title

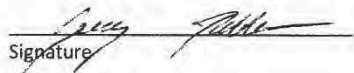
## SECRETARY'S CERTIFICATE

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### Secretary's Certification

The undersigned, being the Secretary of Specialty Solid Waste and Recycling, a California corporation ("the Company"), does hereby certify that the following resolution was adopted by the Board of Directors of the Company and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

RESOLVED, that Jerry Nabhan be, and hereby is, authorized to sign the Company's proposal and execute by and on behalf of the Company any and all agreements, instruments, documents or papers, as he/she may deem appropriate or necessary, pertaining to or relating to the **Solid Waste Collection RFP and Agreement, California Single-Source Proposal Request** from the City of Sunnyvale, California, and that any such action taken to date is hereby ratified and approved.

  
Signature

Dated: April 7, 2020

## 7.0 Signed Addenda

The City has provided the following Addenda to the Contract which Specialty acknowledges and accepted, unless otherwise red-lined in the Exceptions to the Draft Agreement, Section 5.0. The addenda have been provided and signed on the following pages.

- Addendum 1, released March 13, 2020
- Addendum 2, released April 2, 2020
- Addendum 3, released April 6, 2020
- Addendum 4, released April 29, 2020

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

Addendum 1 provides answers to submitted questions, provides written responses to items discussed during the February 25, 2020 meeting, addresses subsequent questions, and provides changes to draft agreement language.

**Questions Provided Prior to, and Discussed at the February 25, 2020 Meeting**

**Questions and Answers**

- 1) Q: Specialty understands the City has a desire for a streamlined customer service program. As Specialty moves to prepare the collection and customer service operations to be compliant with all aspects of SB 1383 it is considering new technology approaches to customer service management. Would the City consider using a third-party customer service software to ensure compliance with SB 1383 requirements, real-time customer service contamination notifications and a streamlined customer service program? This program could be arranged where Specialty's new collection contract includes provisions of Specialty taking over greater levels of customer service, or, the City using the technology provided by Specialty.  
  
A: The City is interested in learning more about third-party customer service software that could be used to assist the City and Specialty better streamline the City's customer service program. As noted during the February 25, 2020 meeting, Specialty should consider a system that can be integrated with the City's current customer service system, and should recognize limitations associated with integrating such third-party customer service software with the City's current utility billing system. Specialty should also consider the City's current use of the Recyclist (reporting software). Such third-party software should not hinder the City's ability to utilize other technological platforms in the future. In general, it is not City intent for Specialty to assume a greater role in provision of customer service.
- 2) Q: Is it the City's expectation that Specialty solicit bids for Outreach Subcontractors for submittal with this RFP? Or is the City requesting a detailed explanation of how Specialty will manage outreach subcontractors and what their scope of services will be?
  - a. Does the City have a preference for Specialty using sub-contractors for outreach services instead of Specialty providing these services in-house?
  - b. Will this determination be made based on cost as the primary component? What other factors should Specialty consider?  
A: We anticipate providing a full response to this question next week.
- 3) Revised question as provided in March 3<sup>rd</sup> letter.  
  
There are current procedures that are informally in place in the event a customer is not using Specialty for collection, and it has been identified that there is contamination. As SB1383 will require programs and procedures in place to reduce contamination we suggest formalizing the current repossession and finding procedures in the new contract.



**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

The suggested procedures, based on current practices and new suggestions to meet compliance are below:

- a) Should either a Specialty employee (supervisor or driver as an example) or City staff notices a third-party container, within City limits it is reported to city staff
- b) The bins are checked by appropriate personnel (Specialty Supervisor or City Staff) to determine if the contents contain contamination. If contamination is identified, the bin is tagged with a notice of violation and date/time the bin will be pulled by Specialty. If it is a first-time offender, 24-hour notice is given to the customer, if it is a repeat offender, the bin is pulled immediately.
- c) City staff will also attempt to contact the illegal hauler to notify them they are in violation
- d) A letter shall be sent to the customer informing them the bin was out of compliance and has been pulled. The letter shall detail that repeat offenders will face a fine.
- e) Specialty dumps the contents of the bin at SMaRT Station and stores the bin at the yard until the appropriate fines are paid by the third-party hauler. Once fines are paid, the hauler may retrieve their bin. Fines are determined by the City.
- f) If the fines have not been paid by the third-party after 90-days the bin is considered abandoned and is scrapped.

A: Even with the restatement of the question, City staff are not certain of the question's intent and will be in touch with Specialty to discuss it in order to ensure we can provide a full and accurate response.

4) Q: Through the RFP can Specialty suggest improvements for recovery of organics based on the improvements at the SMaRT Station?

- a) Can the City provide information on the desired improvements at the SMaRT station and if it will continue to MSW process in future improvement?
- b) Would the City consider an alternative collection program for MFDs to reduce the number of required bin service?

A: The City is interested in learning about approaches that will support the City's diversion goals and achieve compliance with applicable laws, including SB 1383.

- a) The City and BCWS are in ongoing discussions regarding technical improvements at SMaRT. Yes, it is City intent to continue MSW processing.
- b) Yes, the City would consider an alternative collection program for multi-family that addresses the range of types of MFD properties, provides for easy customer use, and

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

is compliant with applicable laws, including SB 1383. The City will reviewed the MFD program design contained in the company's March 3<sup>rd</sup> letter. The City's response is included in Item #11 below.

- 5) Q: Would the City consider an alternative container coloring program that provides more standardized colors across different account types that is still compliant with SB1383?
- A: Yes, the City would consider an alternative container coloring program that provides standardized colors across different account types. The City desires a container color program that is cost-effective, minimizes customer disruption, and that complies with SB 1383. As described in Sections 4.8.3 and 5.6 of the Agreement, Specialty must obtain approval from the City prior to purchasing new collection containers. Also, please see the "Additional Question for Specialty" section below.
- 6) Q: The updated SB 1383 regulation has provided provisions to exempt jurisdictions of a variety of requirements if they can prove they can meet the standards detailed in Performance Based Source-Separated Organic Waste Collection Service. Would the City write in the corresponding exemptions in SLCP Regulations Section 18998.2, should Specialty provide collection services that meet the Performance Based Standard?
- A: Yes. The City intends to provide further broad clarification in the Agreement as to which SB 1383 requirements are exempt under the performance-based compliance approach (pursuant to Article 17 of the October 2019 SB 1383 draft regulations), should the City elect to use that approach. Please see clarifying changes made to Section 4.8 of the Agreement under Modified Agreement Language below.

**Additional Questions Discussed at the February 25, 2020 Meeting**

- 7) Specialty and the City discussed concerns regarding customer use of third-party "concierge services" that may provide discarded materials services that are inconsistent with the City's programs, and may not be compliant with applicable laws.
- The City may consider such services to be non-exclusive to the franchise (with language added to Section 1.2 Limitations to the Franchise) and may consider revisions to the City code as necessary to assist in tracking concierge services and ensuring they utilize methods that are consistent with those employed by Specialty and the City. The City will request Specialty's input related to an ordinance. In general, please describe any ordinance changes, coordination with City staff, or any other City assistance Specialty needs to ensure a successful collection program.
- 8) Specialty and the City discussed construction and demolition debris (C&D) collected by Specialty. For the proposal, Specialty should assume the status quo with C&D transported to the SMaRT Station.

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

9) Specialty and the City discussed the use of electric vehicles for Specialty's collection fleet. As described in the RFP, the City requests Specialty:

1. Provide information on current electric vehicle costs and performance. Address the results of the Palo Alto and Seattle pilots and others as applicable, and identify relevant pending pilots or studies.
2. Identify and discuss current technical constraints and factors that influence the pricing "break point" at which annualized capital and operating cost tradeoffs for electric vehicles would match those of vehicles in the current fleet.

As noted in Section 5.4.B of the Agreement, "Parties shall, no less than annually confer on the degree which it is technically and economically feasible to transition some or all vehicles to electricity. "

**Additional Questions from March 3rd Letter**

10) Q: Specialty would like to clarify if the City is requesting Collection Station Monitors and Public Education Booths at all 35 special events?

A: Please see clarifying changes made to Section 4.7 of the Agreement under Modified Agreement Language below.

11) Q: **Multi-Family Curbside Collection Overview**  
Specialty Solid Waste would like general feedback on the following collection scenarios for multi-family dwellings (MFDs) from the City of Sunnyvale, ahead of providing this information in the response for the Request for Proposals. Please see the general description and approach below and provide comment, concerns, etc. The ultimate goal is to meet the organic diversion requirements detailed in the SB 1383 (SLCP) Regulations, in a cost effective and customer friendly way. These are not intended to be wholly encompassing descriptions of education, outreach, customer logistics, etc. The purpose is to provide an overall concept for the City of Sunnyvale to review and comment.

**Collection Description**

There are two basic collection scenarios for MFDs in the City. MFDs would have the option to select from either the High Sorting Option or Diversion Through Processing Option. Specialty will use existing customer information to determine the best collection option for the generator. Generators will have the opportunity to move between options, if it is determined that residents would benefit from a source-separated organics program, or if a more streamlined program would be beneficial.

Factors that would be considered are:

- Size of the MFD complex;
- Space allocated for collection bins;
- Waste logistics for residents (number of trash shoots, access to waste areas);

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

- Third-party diversion specialists; and
- Feedback from customer.

**High Sorting Option**

The goals of a high sorting collection program are to achieve the highest levels of diversion through customer education and through the ability to effectively place materials in the correct containers. Specialty would provide the maximum number of collection programs possible to the MFD complex and may use split containers to reduce space constraints when possible. These collection programs include:

- Fiber recycling;
- Container recycling;
- Food waste recycling;
- Green waste recycling (if there is no landscaper on the property); and
- Mixed solid waste, processed at the SMaRT Station.

These programs would be provided with carts or bins, dependent on the size of the complex, and could be provided as split containers. Split container options include:

- Split fiber/container bin or cart; and
- Split mixed solid waste/food waste cart.

Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service.

A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and diverting organics.

Facilities that would be targeted for a high sort option include those that have a collection shoot inside the building that could be designated for food waste, or alternatively have accessible material sorting areas where tenants can easily walk kitchen pail materials to the bins. Where there are concerns about space, Specialty will work with MFDs to include split containers and higher rates of pick-ups for smaller bin sizes.

**Diversion Through Processing**

For complexes that have significant space constraints and a history of contamination diversion will occur primarily through processing at the SMaRT. At a minimum MFDs will be provided with separate or split containers for the collection of fibers and recyclable containers. Additionally, if it is determined that there is no landscaper on the premises a container for green waste collection can be provided. For these complexes' diversion will occur based on the technology available at the SMaRT Station to separate organics and recyclables that remain in the waste stream.

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

These programs will comply with SB 1383 under the following scenarios:

- ✓ The complexes meet the waiver definitions as defined in SB 1383; **OR**
- ✓ The number of complexes that do not have source separation programs are below 10% of the total number of MFDs and commercial businesses for the City; **OR**
- ✓ The SMaRT Station meets the requirements of a high diversion organic waste processing facility as detailed in SB 1383.

A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream.

We thank you for the opportunity to discuss these items further with you and for accommodating the meeting specific to the cost forms.

A: Regarding the “High Sorting Option”:

1. Does “third party diversion specialists” refer to Specialty technical assistance staff and/or to concierge services used by property owners?
2. Regarding yard trimmings collection (4<sup>th</sup> bullet under “High Sorting Option”) at what point would it make sense to add a front-load MFD route?
3. Regarding “Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service”, please address in your implementation plan how the rollout will work. E.g., will cart/bin delivery and kitchen pail delivery be subcontracted?
4. Per Exhibit C, City will develop outreach materials. Specialty states above: “A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream.” This is unnecessary. The City expects that Specialty will distribute materials.
5. Does “higher rates of pick-ups for smaller bin sizes” mean more frequent pickup?

In general, the City is open to considering the “Diversion through Processing” option. The draft agreement provides for potential use of the “performance-based” approach to SB 1383 compliance. However, use of such an approach by individual customers should be on a case-by-case basis rather than offered as a default option, with likely final City approval.

Thus, with regard to the “three scenarios” noted above:

1. Complexes meet waiver definitions – see below. Regarding the “or”, at least as a starting point, this criteria needs to be met regardless of the next two.

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

2. Number of complexes using this option is below 10%. We agree that a high threshold is important. However, consider whether it should be complexes representing no more than 10% of total MFD units. Regarding the “or”, the City does not consider Scenario 2 to be sufficient without Scenario 1.
3. Regarding “SMaRT high diversion organics waste processing”, ability to do so will be a factor in any decision to consider the performance-based approach. Regarding the “or”, the City does not consider Scenario 3 to be sufficient without Scenario 1.

Please provide more detail regarding the specific criteria to be applied at the customer level, including but not limited to use of SB 1383 waivers. Also, please propose a process for making these determinations, identifying the roles of the customer, Specialty, and the City. Note that a higher service rate might apply for complexes using the processing approach, given the higher cost of recovery, and the reduced quality of the recovered material compared to source-separation.

**Modified Agreement Language**

The first subsection under Section 4.7 (Special Events) of the Agreement shall be modified as follows:

*General. Contractor shall provide Recyclable Materials, Food Scraps, and Solid Waste Collection services to up to ~~thirty-five (35)~~ ten (10) special events annually, examples of which are identified in the list of events below in subsection (I), at no cost to the event organizer or City.*

The second paragraph under Section 4.8 (SB 1383 Requirements) of the Agreement shall be modified as follows:

*During the Term of this Agreement, City may elect to pursue a “performance-based” compliance approach in accordance with 14 CCR Chapter 12 Article 17. In general terms, based on the October 2019 draft of the regulations the performance-based compliance approach will require provision of at least three Containers for Source Separated Collection of Discarded Materials to ninety percent (90%) of Residential Customers and to ninety percent (90%) of Commercial Customers, while reducing some reporting responsibilities requirements for the City and the Contractor, as described in Section 18998.2 of the October 2019 draft SB 1383 regulations. The performance-based compliance approach places significant added responsibility on Processors; Contractor shall coordinate with the Approved Facility(ies) as necessary to ensure Organic Materials and Recyclable Materials are provided in a form that allows for Processing in accordance with 14 CCR Chapter 12 Article 17. Contractor shall also coordinate with the Approved Facility(ies) as necessary to ensure Solid Waste characterization studies can be conducted in accordance with 14 CCR Chapter 12 Article 17. Should the City elect to pursue such a performance-based compliance approach, the City Contract Manager and Contractor shall meet and confer at least six (6) months prior to the implementation of the performance-based approach.*

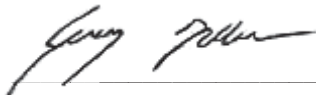
The current Exhibit D Reporting will be replaced with the Attachment 1. Note, minor modifications will be made to the Agreement body, as noted in Exhibit D.1.A.1, Exhibit D.1.G.3, and Exhibit D.3.C.

**ADDENDUM #1**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released March 13, 2020**

The current Exhibit L Downtown Area will be replaced with the Attachment 2. We suggest Specialty reach out to Jim McHargue and Sandy Jensen if any questions arise.

**Additional Question for Specialty**

With respect to providing containers that have standardized, SB 1383-compliant colors (as discussed under Item # 5), the City requests feedback from Specialty as to how customer-owned bins will be addressed. For instance, will Specialty ask such customers to paint their own bins to align them with Specialty-provided bins? Or, will Specialty offer to paint customer-owned bins for a fee? The City recognizes that these approaches will require an ordinance change.

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date



**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

Addendum 2 provides answers and clarification to responses submitted by Specialty to the City of Sunnyvale (City) on March 23, 2020. Addendum 2 provides [embedded responses in blue](#) for emailed questions from City staff (Items 1 and 2); Addendum 1 questions released on March 12, 2020 (Items 3-13); an additional question submitted by Specialty on March 23, 2020 (Item 14); and, the City's response to question 2 from Addendum 1 (Item 15). Addendum 2 also provides modified agreement language.

Please note, and as discussed in the RFP, separate from the proposal Specialty is developing in response to the February 6<sup>th</sup> RFP, the City may request that Specialty work during FY 20-21 on specific activities related to implementation of expanded and new services related to SB 1383, such as the FoodCycle cart retrofit, and the MFD programs discussed under "City Response to Items 8 through 12" (Item 12). The City will separately contact Specialty regarding these items.

## Questions and Answers

### 1. Emailed Questions from Jim and Response:

- a. The City needs further clarification from you on question #3. Are you referring to contamination in general or are you referring to food waste contamination or contamination in C&D bins or all of the above? The biggest concern is contamination as it relates to SB1383 and organics covered under the rule. This could include fibers, wood and other loose MSW containing organics found in C&D boxes, as well as contamination to recycling containers and contamination in food waste/organic containers. The goal is to have a program where if there is a third-party hauler that has a container out in the City, if and where there is contamination in that container, the City with Specialty has a program to notify them and the generator, repossess the bin, and correct the behavior.
- b. Also, the repossession procedure you have mentioned seems to blend city policies and procedures and Specialty acting as an agent of the City which isn't allowed under City code. This will have to be teased out appropriately to not cause City-only authorized activities to be conducted by Specialty. Yes, this should be further teased out to ensure it is up to City code. If it is the sole responsibility of the City to tag, fine, and repo carts, then this should be detailed where Specialty understands the communication roles and responsibilities.

#### [City Response](#)

[Please see the response under Item 2.](#)

### 2. Emailed Questions from Sandra and Response:

- a. Initially you state, "in the event a customer is not using Specialty for collection and it has been identified that there is contamination found in the customers bins" Are you referring to
  - i. (1<sup>st</sup>) unfranchised haulers collecting waste/operating in the City; Yes, this protocol is designed for unfranchised haulers in the City and,

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

- ii. (2<sup>nd</sup>) Is the contamination in customers' bins (those using illegal debris bins) referring to mixed materials as opposed to only one material type in the debris bins? Yes, and as stated above, the biggest concern is contamination as it relates to SB 1383. This could include contamination of non-organics in an organic only bin (for example lumber), or organics mixed with other solid waste in the containers. (i.e., the haulers are not implementing programs to remove organics from the stream, OR the customers are placing organics in the bin incorrectly.)
- b. Next, the reference to **SB 1383** requiring programs and procedures...to reduce contamination: The contamination issue for SB 1383 relates to clean food scraps or clean green materials in a receptacle/bin/cart. So, debris bin hauling isn't a matter of SB 1383 enforcement. The definition of SB 1383 states: "Organic waste" means solid wastes containing material originated from living organisms and their metabolic waste products, including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges. The highlighted materials are typical materials found within debris box programs and subject to the same diversion requirements as food waste and green waste. The City should ensure there are programs in place to divert these materials from landfill in order to comply with the requirements of SB 1383. Similarly, any characterization of solid waste or of contaminants in organics would also include these streams of materials.

City Response

Thank you for the clarification. The City agrees with Specialty's interpretation of contamination monitoring requirements as they relate to organic waste.

- c. Finally, **repossession** is defined as taking back something you already own, impound it taking something belonging to another as an act of penalizing non-compliance with the code. I perceived the use of repossession as impound based on the assumption we are still discussing illegal haulers. Yes, we are referring to impound.
- d. If you are repossessing bin, then what would be the purpose, or application if the customer must use the designated bin for certain materials? Our initial question refers to a third-party hauler that is incorrectly capturing materials that are subject to the diversion requirements of SB1383. If a third-party hauler is correctly separating materials, then there is no reason for the City to be concerned. If they are incorrectly separating materials, then Specialty and the City should have specific protocol in place to manage this and it should be detailed appropriately into the contract.
- e. Our current protocol is to report any observations of potential illegal debris bins in the City to me.

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

- i. If it is determined that the materials are mixed solid waste materials (termed as contamination in your version), then the owner of the bin is illegally hauling in violation of the muni code and subject to impound and assessment of fines.
- ii. I tag the bin and contact Specialty. If you have time and truck available, then you proceed with the impound.
- iii. I notify bin owner/or user of impound action by phone/email immediately providing appropriate code citation, or sometimes may talk with onsite personnel/property owner and, based on previous history of the hauler or the person hiring the bin, assess the time of impound accordingly per code.
- iv. Specialty should empty the bin upon collection for impound rather than store bin with contents as it is a part of the assessed fine to do so.
- v. If/when fines are paid, the owner is advised to contact Specialty and arrange a convenient time to collect his bin.
- vi. Bins are deemed legally abandoned and scrapped after 90 days of no response from the owner.

The current program describes the collection of mixed solid waste, where this program should be defined in the contract. Has the City considered how third-party haulers will be monitored under the requirements of SB 1383? Does Specialty have a role in this (i.e., same roles and responsibilities but the conditions under which the bins are impounded would include non-compliance with the diversion requirements mandated under SB1383). This is the crux of our question.

City Response to Items 1 and 2:

Specialty correctly identifies the need to address the issue of contamination monitoring as it relates to third-party haulers, and it will be part of the City SB 1383 planning process with likely resulting changes to the Municipal Code and/or development of new policies and procedures.

The City anticipates needing to implement an SB 1383-compliant contamination monitoring program that addresses containers used for third party collection of source separated recyclables (per Section 1.2.C of the Agreement), legal third party collection provided by contractors and landscapers (per Section 1.2.G of the Agreement), and possible future third-party collection of other organic materials such as carpet or textiles. For these instances, the City anticipates Specialty will play a role as provided in Section 4.8, in identifying, monitoring, and reporting contamination monitoring for these types of activities and containers. The specific role(s) will need to be determined as the City modifies existing ordinances, adopts new ordinances, and/or develops new policies and procedures. The City anticipates that enforcement of container removal will remain the primary means of addressing illegal C&D collection.

For purposes of your proposal, please assume the status quo in terms of the level of effort Specialty applies to identifying non-allowed C&D collection and to monitoring third party collection, with the addition of all relevant requirements in Exhibit C. Please document assumptions regarding any added level of effort necessary to meet the requirements of Exhibit C.

**Response to questions in Addendum #1:**

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

3. Does “third party diversion specialists” refer to Specialty technical assistance staff and/or to concierge services used by property owners? Yes, this refers to the third-party concierge services.

[City Response](#)

Thank you for the clarification. Please see Item 15 (response to Addendum 1, question 2).

4. Regarding yard trimmings collection (4<sup>th</sup> bullet under “High Sorting Option”) at what point would it make sense to add a front load MFD route? The front-load routes will be added if there is enough demand for the service and/or if it can be connected to the routes for City Parks. This will be determined through discussions and inspections of the MFD complexes and on best routing options. As part of the new services proposals and costs, we are planning to order a commercial front-load truck to be used for MFD, commercial, and City park yard trimmings collections as one route. This truck will have dual cart tippers on the front-load arm, which will allow it to dump bins and carts.

[City Response](#)

Thank you for the clarification.

5. Regarding “Specialty would provide a kitchen collection pail for each unit at the start of food waste collection service”, please address in your implementation plan how the rollout will work. E.g., will cart/bin delivery and kitchen pail delivery be subcontracted? This will be discussed in the RFP.

[City Response](#)

Thank you for the clarification.

6. Per Exhibit C, City will develop outreach materials. Specialty states above: “A detailed education and outreach plan would be provided in the RFP response that will include graphic rich posters, flyers, cart labels, and information on the importance of recycling, reducing waste, and details on how organics are being removed from the waste stream.” This is unnecessary. The City expects that Specialty will distribute materials. Ok- we will not provide this outreach information.

[City Response](#)

Thank you.

7. Does “higher rates of pick-ups for smaller bin sizes” mean more frequent pickup? Yes, more frequent pick-ups.

[City Response](#)

Thank you for the clarification.

8. In general, the City is open to considering the “Diversion through Processing” option. The draft agreement provides for potential use of the “performance-based” approach to SB 1383 compliance. However, use of such an approach by individual customers should be on a case-by-case basis rather than offered as a default option, with likely final City approval. Specialty is working on estimates of

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

which MFDs would likely require Diversion through Processing in order to develop our cost scenarios based on the factors detailed in the Questions. One of the biggest considerations is the ability for customers to be able to sort food and dispose of that in a separate bin. This is further discussed in the questions below.

[City Response](#)

[Please see the response under Item 12.](#)

9. Complexes meet waiver definitions – see below. Regarding the “or”, at least as a starting point, this criteria needs to be met regardless of the next two. It is likely that some very large MFD complexes may have great levels of difficulty source separating organics. In a large complex where tenants place materials in a shoot, and if there is no designated shoot for food waste there is no reasonable way to ask tenants to separate food from the garbage stream. We feel it would be beneficial to discuss complexes that would not pass the waiver criteria in SB 1383 to be included in the Diversion Through Processing Scenario.

For further clarity the SB 1383 waiver language is provided with discussion points below:

From SB 1383 Regulation:

(1) De Minimis Waivers:

(A) A jurisdiction may waive a commercial business obligation to comply with some or all of the organic waste requirements of this article if the commercial business provides documentation or the jurisdiction has evidence demonstrating that:

1. The commercial business' total solid waste collection service is **two cubic yards or more per week and organic waste subject to collection in a blue container or a green container** as specified in Section 18984.1(a) **comprises less than 20 gallons per week per applicable container** of the business' total waste.

2. The commercial business' total solid waste collection service is **less than two cubic yards per week** and **organic waste subject to collection in a blue container or a green container** as specified in Section 18984.1(a) comprises less than **10 gallons per week per applicable container** of the business' total waste.

(2) Physical Space Waivers.

(A) A jurisdiction may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this article if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that the premises lack adequate space for any of the organic waste container configurations allowed under 18984.1(a) or 18984.2,

(3) Collection Frequency Waivers: *Not applicable for this discussion*

## ADDENDUM #2 City of Sunnyvale Request for Proposal for Collection Services Released April 2, 2020

The following table is a breakdown of the current MFD complexes by service size. The de minimis waiver *could be* applicable to 730 complexes. However, these complexes likely require tenants to walk their materials to the collection material, where tenants would be able to walk their source separated food waste to the appropriate container. Although some may be applicable for a waiver, it is also possible these are the easier complexes to accommodate source separated food waste.

Breakdown by Service Level				
	0-2	2-4 CY	4+ CY	TOTAL:
Complexes	730	95	291	1,116
Units	2,799	1,126	20,033	23,958
Population	7,555	3,039	54,069	64,663
Estimated Disposal TPY	5,048	2,031	36,128	43,206
Estimated Food Waste in Disposal Stream	1,250	503	8,949	10,703

Alternatively, Specialty and the City could create a program to provide Physical Space Waivers for the appropriate complexes (see Criteria Flow Chart). *It is important to note that these waivers would not be needed if SMaRT meets the High Diversion Organic Waste Processing definition for the MSW processing line.*

- 10. Number of complexes using this option is below 10%. We agree that a high threshold is important. However, consider whether it should be complexes representing no more than 10% of total MFD units. Regarding the "or", the City does not consider Scenario 2 to be sufficient without Scenario 1.*

The table below shows the breakdown of complexes by unit number. The vast majority of complexes in the City have less than 50 units, where tenants are likely walking their materials to the collection area. (see table above that 730 of these complexes have less than 2 CY of service.) Complexes with 100 units or more are likely to utilize garbage shoots that may not have separate collection shoots for food waste. There is potential that waivers could be provided for the large complexes and some of the medium complexes based on the amount of available space for collection containers. (See Criteria Flow Chart below)

	Under 50	50-100	100+ Units
Complexes	1,083	20	13
Units	7,142	3,103	13,413
Population	19,276	8,375	36,202
Estimated Disposal	12,880	5,596	24,189
Estimated Food Waste in Disposal Stream	2,562	1,113	4,812

*One issue that should be clarified with the City is if there should be a greater importance placed on the source separation of food waste over the separate collection of fibers and containers. For example, if there is room for three containers, but no room for four, would the City prefer the combined collection of fibers and containers, to make room for one source separated food waste container? Would the City*



**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

*consider expanding single stream processing to allow for single stream collection of recyclables at these locations that have Space Restrictions.*

Based on these numbers Specialty is proposing the potential of some, or all, of the 13 large complexes to have diversion through processing-based services. This is primarily due to logistical complication tenants may face in delivering source separated food to a container without a designated shoot. It should be a requirement moving forward that all MFDs are built with adequate number of collection shoots to ensure food may be collected separately. If 13 complexes are provided this diversion-based service, it is still possible for the City to meet the Performance-Based Source Separated Organic Waste Collection Service, that requires a threshold of 90% of commercial and residential accounts to have three container programs.

[City Response](#)

Please see the response under Item 12.

- 11. Regarding "SMaRT high diversion organics waste processing", ability to do so will be a factor in any decision to consider the performance-based approach. Regarding the "or", the City does not consider Scenario 3 to be sufficient without Scenario 1.*

As discussed above, there are some scenarios that should be considered where the MFDs may not meet the SB1383 waiver definitions but could still be served better through a processing-based diversion program for customer ease. Specialty would look forward to discussing these options further with the City.

[City Response](#)

Please see the response under Item 12.

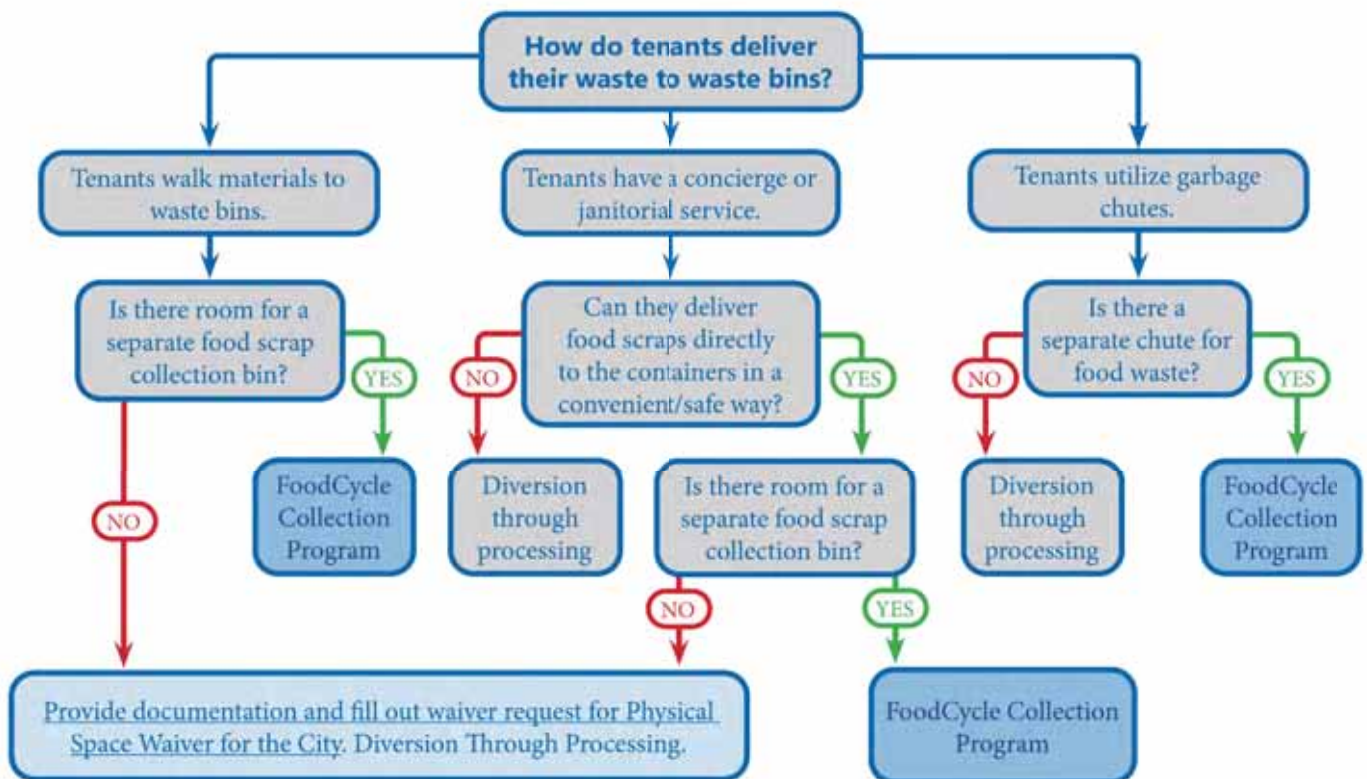
- 12. Please provide more detail regarding the specific criteria to be applied at the customer level, including but not limited to use of SB 1383 waivers.*



## ADDENDUM #2 City of Sunnyvale Request for Proposal for Collection Services Released April 2, 2020

It is important to note that Specialty's primary concern is to provide programs that dually provide diversion programs to the customers in the City of Sunnyvale and are also convenient services. Through careful data analysis and consideration of customer characteristics we would like suggest the following criteria and protocol for applying Diversion Through Processing programs to MFD complexes in lieu of Source Separation of Food Scraps.

### Criteria Flow Diagram Specialty Solid Waste and Recycling



- a. Also, please propose a process for making these determinations, identifying the roles of the customer, Specialty, and the City.

Specialty has been reviewing customer account information to outline the best process for determining which complexes should have source separated containers and which would benefit from diversion through processing.

The following table shows a breakdown of MFD units by number of units. This distinction is important since the vast majority of complexes have under 50 units, where tenants walk their materials to their collection bins and are much better equipped to source separate their food scraps, assuming there is

## ADDENDUM #2 City of Sunnyvale Request for Proposal for Collection Services Released April 2, 2020

room for a separate collection container. Complexes ranging between 50-100 units in size may have collection shoots, concierge services or walk the materials

	Under 50	50-100	100+ Units
<b>Complexes</b>	1,083	20	13
<b>Units</b>	7,142	3,103	13,413
<b>Population</b>	19,276	8,375	36,202
<b>Estimated Disposal</b>	12,880	5,596	24,189
<b>Estimated Food Waste in Disposal Stream</b>	2,562	1,113	4,812

Based on these distinctions in how customers deliver materials to their containers, Specialty proposes the following process for making the determinations:

1. All complexes under 50 units are auto enrolled in the source separation program.
2. All complexes between 50-100 units are visited on-site ahead of collection implementation where the Criteria Flow Diagram is used to determine if they can be provided a separate bin for food scrap collection.
3. All complexes over 100 units are auto enrolled in Diversion Through Processing. After full implementation of small complexes, and once the medium complexes have been assigned diversion programs, on-site visits and the Criteria Flow Diagram will be used to determine if a source separated bin can be used for food scrap collection.

### **Roles:**

Customer: To allow Specialty, City and/or the technical assistance provider access to the complex and the bin collection area. To inform the on-site team about how materials are taken to the collection areas and the roles, responsibilities and contact information of any third-party concierge service that might be working on-site.

Specialty: To work with the City and the Customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions that prevent the placement of a separate container. In addition, should the complex not contain the logistical capabilities to allow for customers to place source separated food materials in a separate collection bin, they would be identified as needing Diversion Through Processing. Specialty will identify the MFD Complexes in their desk review of customers, and work with the City and/or the technical assistance (sub-contractor) to conduct on-site review of bin enclosures and interviews to understand how tenants are delivering their materials to the bins. Documentation, including photographs and notes, will be taken and put into the customer account notes (using selected technology.) Specialty and/or the Technical Assistance (sub-contractor) will complete the Physical Space waivers (or other waivers as directed by the City) as appropriate and submit to the City for review and approval. Specialty will service containers and manage contamination appropriately and in accordance with this contract.

The City of Sunnyvale: To work with Specialty and the customer to determine the best possible collection scenario. The preference will be placed on source separation programs for the vast majority of complexes, unless it is demonstrated that there are physical space restrictions, or other logistic

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

restrictions, that prevent the placement of a separate container. For all sites that the City visits, City staff will document the collection area, collection logistics, or other pertinent information by use of photographs and notes and will be uploaded into the customer account notes (using selected technology.) The City will ultimately approve all waivers and designations the MFD complex will subscribe to Diversion Through Processing. Additionally, the City will be responsible for creating and passing an ordinance describing various requirements of SB1383, to include that MFD complexes that utilize third-party contractors that do not use City approved outreach and education materials will face fines.

- b. Note that a higher service rate might apply for complexes using the processing approach, given the higher cost of recovery, and the reduced quality of the recovered material compared to source-separation.

The City must determine the tip fee cost for processing. Currently Specialty pays the same tip fee for source separated organics as for mixed solid waste. Operationally, there are some cost savings to a Diversion Through Processing collection operation.

City Response to Items 8 through 12

The City appreciates Specialty's thoughtful and articulate MFD proposal.

Regarding the use of "chutes" for source separated food collection, the City is concerned that such food chutes could cause vector-related issues. What are Specialty's thoughts on potential vector issues that may arise from the use of food chutes?

Regarding potential space constraints at MFD premises, the City expects that all new MFD developments with five or more units will have adequate space for source separated organic waste containers.

Regarding Specialty's question of whether, "there should be a greater importance placed on the source separation of food waste over the separate collection of fibers and containers... would the City consider expanding single stream processing to allow for single stream collection of recyclables" at MFD premises (Item 10),

The City may consider single stream recycling processing to allow for the collection of single stream recyclables collection; however, the City will likely make such determinations on a case-by-case basis, and they may require granting of a specific waiver.

With regard to this issue and the flow diagram, please add one step to the flow chart as follows. Please modify the right hand side of the chart to add one step as follows: After "Do you have concierge service?" and "No", add a new box with "Allow single stream recycling?" followed by a new "No" – and then go to the "Diversion through Processing" box. Please send us the revised version once available.

Regarding Specialty's proposal that "all complexes over 100 Units are auto enrolled in Diversion Through Processing" (Item 12):

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

The City does not wish to set auto enroll as a default. As Specialty's records indicate, there are only 13 large complexes, but they represent the majority of total units. City staff is seeking a collaborative approach in which City staff and Specialty staff work together to make on-site assessments for the 13 complexes. City staff appreciate Specialty's proposed Criteria Flow Diagram, and look forward to working with Specialty to ensure all parties are using a consistent methodology while assessing MFD premises. Note, the City may request that Specialty engage in such activities during the 2020/2021 fiscal year, prior to the commencement of the new collection agreement.

Regarding Specialty's statement, "Specialty pays the same tip fee for source separated organics as for mixed solid waste. Operationally, there are some cost savings to a Diversion Through Processing collection operation" (Item 12):

As part of the BCWS extension process now under discussion, the City is considering some modifications based on compensation for processing by material type. We appreciate that Diversion Through Processing may result in lower costs for collection, however, there may also be higher costs for processing.

13. With respect to providing containers that have standardized, SB 1383-compliant colors (as discussed under Item # 5), the City requests feedback from Specialty as to how customer-owned bins will be addressed. For instance, will Specialty ask such customers to paint their own bins to align them with Specialty-provided bins? Or, will Specialty offer to paint customer-owned bins for a fee? The City recognizes that these approaches will require an ordinance change.

It would be the role of the City to mandate customers to comply with the color requirements through an ordinance. Specialty does not currently have the authority to impose these requirements on customer owned bins. However, if the City would like Specialty to have a role in identifying and reporting out of compliant bins, that can be included under Specialty's roles and responsibilities. Specialty can create a rate for painting customer bins, but consistent with current programs, would not be responsible for maintaining those bins. This would be a one-time service offering for those specific customers.

City Response

The City anticipates ordinance language will be required to mandate that generators comply with SB 1383 container color requirements, either through their own arrangements or by using Specialty's service at an approved rate. The City requests that Specialty provide the City costing information and assumptions you believe will be sufficient to allow the City to develop an approved customer rate for such service. The City wishes that this service be available to MFD and commercial customers. If it is more cost-effective operationally, the City is open to considering an approach in which this service is offered just during a specific period of the year. The City expects that this service be offered to generators on some sort of ongoing basis, with customers charged a City-approved unit rate. The City expects Specialty to maintain records and report to the City quarterly regarding customer accounts that have requested the service, and the related billings and receipts.

Additional Question for City of Sunnyvale

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

14. As you know Specialty has a close working relationship with our Local Union. We are actively engaged in negotiations with them but given the current timeline we are unsure if this agreement will be finalized in time for the April 24<sup>th</sup> deadline. *Would a letter documenting the current negotiations and timeline suffice in order to respond to this section?*

City Response

The City will respond to this question in the context of considering Specialty's recent request for an extension of the proposal submittal date.

**City Response to Specialty: Addendum 1, Question 2**

15. Is it the City's expectation that Specialty solicit bids for Outreach Subcontractors for submittal with this RFP? Or is the City requesting a detailed explanation of how Specialty will manage outreach subcontractors and what their scope of services will be?
- a. Does the City have a preference for Specialty using sub-contractors for outreach services instead of Specialty providing these services in-house?
  - b. Will this determination be made based on cost as the primary component? What other factors should Specialty consider?

City Response

The City would like to clarify that we're used to using the term "outreach" to refer to the development and distribution of educational materials for customers. As noted, development of such outreach materials will be primarily the responsibility of the City; Specialty will be expected to distribute such materials to customers.

As noted in the Technical Assistance Section of the RFP, "The Agreement [Section 4.10.B] provides that Specialty may be required to coordinate with a third party City contractor specializing in technical assistance to provide these direct services as well as to train Specialty staff in providing them. Please propose two discrete levels of effort by Contractor staff based on the requirements of the Agreement, with related pricing." Please see clarifying changes made to Section 4.10.B of the Agreement under Modified Agreement Language below.

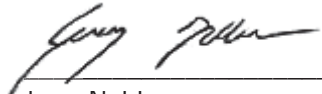
Specialty may propose utilizing a combination of its own staff and a third-party subcontractor, or only a third-party subcontractor to provide technical assistance. The City does not expect Specialty to solicit bids for technical assistance subcontractors for submittal with this RFP. However, please provide preliminary information on third-party subcontractors you are considering to engage for technical assistance, with estimated pricing for each. While cost is important, provision of successful, quality technical assistance is a service that will be evaluated on a range of factors including cost.

**Modified Agreement Language**

**ADDENDUM #2**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 2, 2020**

The first subsection under Section 4.10 (Technical Assistance) of the Agreement shall be modified as follows:

- A. *General. Provision of Generator technical assistance is a key element in Contractor's successful implementation of SB 1383 compliance requirements. It is City expectation that Contractor, the Subcontractor(s) hired by the City pursuant to subsection B., and/or a Subcontractor(s) hired by Contractor, and City shall work in close coordination to provide Generator technical assistance which includes in-person site visits and assessments. Contractor staff shall not provide Generator technical assistance without prior City training, or City-approved training by subcontractor(s) provided under subsection B.*

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date



**ADDENDUM #3**  
**City of Sunnyvale**  
**Request for Proposal for Collection Services**  
**Released April 6, 2020**

Addendum 3 responds to a Specialty request for a delay in proposal submittal and responds to a Specialty question regarding proposal pricing.

## Questions and Answers

### 16. Request for Extension of Proposal Submittal Date

City response: In response to a Specialty request for extension of the proposal submittal date, the City is extending the due date until May 15<sup>th</sup>. This information was also conveyed via email on April 3<sup>rd</sup>. All other proposal submittal provisions described in the RFP remain the same.

### 17. Proposal Pricing

Specialty question: As you know Specialty has a close working relationship with our Local Union. We are actively engaged in negotiations with them but given the current timeline we are unsure if this agreement will be finalized in time for the April 24<sup>th</sup> deadline. *Would a letter documenting the current negotiations and timeline suffice in order to respond to this section?*

City response: Yes, please provide with your proposal a letter documenting the then-current status of labor negotiations status and, if not completed, the anticipated timeline for completion. Please also clearly document the basis for labor pricing, and any assumptions used in the cost proposal. Mark the letter as confidential and submit as part of the PDF of the cost proposal.

  
Jerry Nabhan

05/12/2020  
Date





Addendum 4 provides City responses to answers and questions submitted by Specialty on April 18, 2020 in response to Addendum 2, issued by the City on April 2, 2020. This Addendum also provides anticipated changes to draft agreement language.

## City Responses and Questions

### 1) From Specialty:

Through education and customer buy-in of the program, which will be the focus of the technical assistance, the importance of separate food scrap collection will be communicated to the residents and management teams of the complexes. As part of the roll out of the program each tenant will be provided approved biodegradable bags with their food scrap pail. The use of these biodegradable bags or other approved way to contain the material, including paper bag, newspaper, etc. (as approved through existing City information for example: <https://sunnyvale.ca.gov/news/displaynews.htm?NewsID=417>) will assist in reducing potential vectors.

Our suggestion is that MFDs are encouraged to consider using janitorial staff, or concierge services, to manage food scraps outside of the food chutes whenever possible. If it is preferential to the City, the technical assistance portion of the outreach and education could be a focused on educating and gaining buy-in from the management and janitorial staff of the buildings to find these solutions first, where separate food scrap chutes could be considered a secondary solution. (Please see updated Flow Chart on the following page Designated food scrap chutes could also be piloted first, where bags and other cleaning programs could be tested out with a willing MFD partner. Specialty understands these are new programs for the City and the customers where the importance of customer ease and convenience is paramount.

It is the number one goal to provide diversion programs to customers in a safe and convenient manner. Food scrap collection to MFD units is complex and challenging where Specialty would like to work closely with the City and customers to find the most effective solution. If separate food chutes present problems for large complexes because of vector issues, and there is an unwillingness to separately manage food scraps through a concierge or janitorial service, it is Specialty's suggestion for these complexes to rely on the Diversion Through Processing programs as discussed in the Flow Chart on the next page.

### City Response:

The collection of food scraps at MFDs will need to be flexible and likely customized for complexes that don't have space so the use of the flow diagram will be very helpful. Using concierge service and janitorial staff isn't required but of course can be helpful. The use of biodegradable bags is not recommended, and we stopped promoting them since they are not robust enough to hold the food without tearing and falling apart. Furthermore, the equipment at the SMART Station that processes the material allows for any kind of plastic bags to be used so we promote the use of any kind of clear plastic bag (i.e., produce or bread bag).

We agree using chutes should be a last resort as studies show that even if food is contained in plastic bags, the bags may tear going down the chute and odor issues along with potential vector problems may occur. If a chute is the only option at a complex, we recommend it is piloted for a period of time to determine if it is a viable option or if odor and other issues make it unworkable.

2) From Specialty:

Please find the adjusted flow chart to clarify a waiver provision for dual-stream recycling to allow for additional space for a FoodCycle container for MFDs. Please note the placement of the arrows are slightly different than where the City requested. However, we feel that this provides the greatest clarity for the flow chart. Additionally, we would like to reinforce the ability for customers to receive single stream recycling services is contingent on SMaRT Station's ability to manage these materials.

City Response:

We have several questions/concerns about any extensive reliance on single stream recycling. Single stream capability may not be part of the future facility design at SMaRT. At the moment, it does not appear cost effective to upgrade for single stream for just Mountain View's commercial stream. From a collection perspective, how would a single stream option affect Specialty staffing, equipment, routing, and costs? Please address in your proposal if you wish to propose use of single stream.

3) From Specialty:

Specialty will provide a flat fee for painting front-load containers. This service can be provided year-round. It is our expectation that customers will call the City for the service, where the City will develop a work order that Specialty will complete within 10 business days. Specialty will collect the container, bring it to the yard where it will be repainted with the appropriate color. The bin will dry and be returned to the customer the next business day.

It is our suggestion that roll-off containers will not be included in this bin repainting program.

City Response

Our interpretation of the SB 1383 draft regulations is that all new boxes must be color compliant. However, the application of this requirement to existing boxes is ambiguous, and while HF&H has in the past requested clarification of this from CalRecycle, we do not have a clear answer at this time. Please assume for now that existing boxes will not need repainting. However, the City would like to understand the cost impacts associated with painting roll-off containers to avoid color confusion. Please provide per-container pricing for painting existing roll-off containers consistent with SB 1383 color requirements. Also, please note that proper, consistent signage should be provided for all roll-off containers to help provide a consistent message.



### City Responses to Additional Questions from Specialty

- 1) Q: Is it the City's intention that Specialty will provide a cost to complete the composition studies of the waste streams? (It was Specialty's understanding that the composition studies would occur at SMaRT Station, under that contract. However, a cost of this has been included in the Core and New Services Cost Form, Tab 7 Other SB 1383 Requirements).
- A: Yes, the activity and the cost will probably be part of the SMaRT operating agreement. As currently envisioned by the City, Specialty will be responsible for the fairly minimal effort of coordinating with SMaRT regarding the scheduling of sorts, the selection of routes for sampling, and the delivery of the targeted loads. Thank you for preparing the sort costs. Please submit them with the forms when you submit your proposal.
- 2) Q: Recycling totes and move-in kits are including in Exhibit B2 and K. Historically these items were purchased by Specialty but distributed by the City. Is it the City's desire to make changes to the delivery of these items to MFD customers as written in Exhibit B2?
- A: It is the intention of the City to have Specialty purchase both the recycling totes and countertop pails and deliver them. When Specialty conducts their annual assessment each year to MFDs (Exhibit C), the totes would be delivered to complexes interested in them. The pails would be delivered to each complex or property management office prior to food scraps collection implementation along with a roll of clear plastic bags (not biodegradable bags). As noted below, we will modify Exhibits B2, Exhibit C, and Exhibit K to clearly identify these requirements.
- 3) Q: Specialty would also like clarification if the City is requesting us to procure the required quantity of compost, mulch, or approved fuels, or, if the city is requesting us to assume the responsibility of ensuring these requirements are met (through a compost broker as an example)?
3. Per our calculations Sunnyvale must demonstrate the procurement of 7,218 tons of compost per year. This quantity is greater than what can likely be used within the City boundaries (and may require either a compost broker, or an arrangement with the compost facility to arrange procurement of the product through their existing marketing channels.) Additionally, Bay Counties (SMaRT Station) conducts compost giveaways through their operational contract. Specialty would welcome the opportunity to procure RNG or renewable energy that comply with the requirements, when available.
4. Can the City please clarify Specialty's role in meeting the procurement requirement, and if that would be limited to the purchase of fuel/electricity when those markets become available, or if Specialty has a role in the procurement of compost/mulch products?
- A. Procurement of compost will likely be managed through the SMaRT agreement, or direct City contract(s) with compost facilities. We share your concern about being able to absorb the required amount of material.

Regarding "Specialty would welcome the opportunity to procure RNG or renewable energy that comply with the requirements, when available", we are not sure if the reference is to vehicle fuel, or to use of RNG or renewable energy for uses other than fleet fuel. The City does want to clarify that the RFP and agreement clearly state City expectation that the

company will use SB 1383 compliant RNG to fuel the fleet. Specialty management staff have in the past stated willingness and ability to do so.

4. Q. Specialty has made some modifications to the proposed Multi-Family Bulky Item Collection Program, where we would appreciate feedback from the City to ensure this program is in line with the goals of the RFP. It is our goal to provide a program that is equitable, convenient and cost effective for the MFDs. We would appreciate if you could review the outline of the modified program and provide initial comments so we can be assured the program meets the City's desires for an equitable bulky item collection program that reduces illegal dumping. Additionally, elements of the reuse program will be built into aspects of bulky item collection when possible. MFD Bulky Item Collection will be limited to strictly bulky good items, and not bagged loose trash items.

In addition to general feedback on the quantity of service, Specialty would like to know if the City has the ability to track the on-call service levels, or work with complex management to implement a tracking system for the on-call services? We believe this is an equitable approach that would provide a significant service enhancement to manage bulky goods for MFDs where we are open to working with the City on finding solutions to track the usage of this by Sunnyvale tenants.

- A. The City is interested in conducting a pilot MFD bulky item collection program to understand how extensively the bulky item collection service would be utilized at multi-family premises. The exact number of clean-up events per complex and on-call services per complex can be determined based on the results of the pilot. For now, please provide unit pricing, with assumptions for the following:
- a) 30-yard roll-off bin per day for complex cleanup event
  - b) 40-yard roll-off bin per day for complex cleanup event
  - c) One (1) on-call bulky item pickup service per complex; location to be determined by Specialty

The City recognizes that pricing may be provided in ranges to reflect the utilization of equipment and staffing needs.

It is City intent that the on-call bulky item collection service from MFDs be based on providing events based on the number of units in each complex, but without tying it to one event per each specific unit.

The City's billing and work order system utilized for garbage work orders is not able to easily track on-calls at a per-unit level. Work orders are placed at the account level, not the unit level, so it would be impossible to see which units have used their service for the year. It would be possible if complexes were limited to a lower amount of collections per year, but tracking/metric gathering in the system would still be at a very high level, and would not be able to be automated. As the service is described above, it should only be necessary to track number of events per complex over a year.

### **Modified Agreement Language**

As noted in the City's response to Question 2 (City Responses to Additional Questions from Specialty), Exhibits B2, Exhibit C, and Exhibit K will be modified to clearly identify Specialty's role in purchasing recycling totes and kitchen pails and delivering them to multi-family premises during annual assessments.

  
\_\_\_\_\_  
Jerry Nabhan

05/12/2020  
Date

## 8.0 Attachments

# Attachment A



April 3, 2020

Mr. Nick Nabhan  
General Manager  
Specialty Solid Waste & Recycling

Submitted via email to: [nick@sswr.com](mailto:nick@sswr.com)

Subject: **City of Sunnyvale SB 1383 Organics Technical Assistance**

Dear Mr. Nabhan:

Specialty Solid Waste & Recycling (SSWR) is interested in SCS supplementing SSWR's internal resources specific to conducting business and multi-family dwelling (MFD) Senate Bill (SB) 1383 technical assistance within the City of Sunnyvale (City). In addition, this proposal includes an MFD pilot using Community-Based Social Marketing (CBSM) strategies, and three optional tasks to conduct lid flips, provide Recyclist database technical support, and train SSWR staff, including transition of businesses and MFD's to SSWR staff.

## SCOPE OF WORK

Our recommended approach is based on extensive experience and best practices assisting clients with business and MFD technical assistance. Our team has worked with clients over the past twenty years implementing organics programs, and most recently assisting clients with technical assistance for SB 1383 compliance.

SCS recognizes the City has historically led the outreach efforts, but has requested assistance from SSWR to help with SB 1383 implementation. Additionally, SCS understands that SSWR will be hiring staff to assist with these outreach efforts. We find that our clients' interests are best served when we combine our expertise with yours. Therefore, we recommend fine-tuning the scope of work during a kick-off meeting. The scope of work outlined below provides flexibility in the work that SCS would provide in collaboration with SSWR.

### TASK 1: KICK-OFF MEETING

Following award of a contract with SSWR, SCS will request a kick-off meeting to confirm project goals and objectives, and discuss the overall approach to the project, including the roles and responsibilities of SCS, SSWR, and the City. During the meeting, we will exchange contact information, and establish communication protocols and data management strategies. We will confirm what education and outreach materials are presently available, and what will need to be developed. We will also identify any immediate concerns and priorities to ensure the project moves forward in a timely, well-organized fashion.

#### Participation in Additional Meetings

SCS can attend meetings with SSWR and/or the City as needed, by either conference call or in-person. For these meetings, SCS will be prepared to review progress, fine-tune processes (if needed), and confirm next steps.



Mr. Nick Nabhan  
April 3, 2020  
Page 2

## **Deliverables**

- SCS will document the outcomes of the project kick-off meeting and action items.

## **TASK 2: BUSINESS AND MFD SB 1383 TECHNICAL ASSISTANCE**

### **Subtask 2.1 Outreach Materials and Data and Activity Tracking**

SCS will confirm with you what outreach materials will be distributed during our site visits. These materials may include a letter explaining the purpose of our visits, brochures and stickers, recycling totes, food scraps kitchen collection pails, and contact details for further information, potentially in multiple languages. As part of this task, SCS will track our project activities and data using our own tracking methods or yours, depending on your preference. The information will then be made available to SSWR on a regular basis.

### **Subtask 2.2 Schedule Site Visits**

After receiving a target list of businesses and MFD's from SSWR, SCS will promptly coordinate our team to schedule the site visits. We will make up to three attempts to schedule site visits with each business and MFD. If no response is received within seven days of our third attempt, SCS will report the business to SSWR and document the reason(s) the business or MFD declined to cooperate (if known).

Our Project Team includes recycling and organics experts fluent in English, Spanish, Mandarin and Tagalog. Therefore, we anticipate a high-level of success scheduling visits with businesses and MFDs whose decision-makers do not speak English as their first language.

### **Subtask 2.3 Perform Site Visits**

The goal of the site visit is to obtain approval for implementing or enhancing SB 1383 organics services. During this site visit, SCS staff will also look at recycling, reuse and food donation options. Project team members performing the site visits will have available the outreach materials provided by SSWR.

Upon arrival, we will endeavor to conduct the site visit with an owner/manager/decision-maker. We will mention CalRecycle's and the City of Sunnyvale's mandates, and our contract with you to provide free support and assistance to help businesses comply with all requirements. Our multi-lingual organics technical assistance specialists have conducted many similar outreach campaigns for cities and counties in Northern California, and are adept at quickly putting customers at ease in order to secure cooperation during these initial visits.

If no one with appropriate authority is available to escort us and answer questions, we will schedule an appointment to meet with an owner/manager/decision-maker. When an appointment is scheduled, SCS staff will send an email to the business or MFD confirming the appointment and providing background information.

Mr. Nick Nabhan  
April 3, 2020  
Page 3

We will explain to the business and MFD contact that recycling and organics collection is mandatory per local ordinance, AB 341, AB 1826 and SB 1383, and explain the available recycling and organics programs and recommended service levels.

For those sites willing to cooperate with our request immediately, SCS will perform a visual waste characterization and discuss service changes, program implementation, and the necessary steps to a successful and lasting recycling and organics program (discussed in further detail below).

If a site is found to be diverting recycling or organics on their own (i.e. self-haul, back-haul, or third party vendor), this will be documented, a Self-Haul Reporting Form will be provided, and details will be reported to SSWR.

During the site visit, the SCS team will:

- Assess employee participation levels.
- Discuss program details, rate incentives, proposed service changes, the implementation process, and any concerns the business may have in participating in the program.
- Conduct a walk-through, with the site manager or owner, of the front-of-house (FOH) waste collection, back-of-house (BOH) waste collection, and outside garbage, recycling and organics bins. During the walk-through, we will collect baseline waste assessment and material collection infrastructure information, and observe typical daily operations.
- Perform a visual characterization of each on-site container by observing the materials in each bin without emptying the bins. The purpose of this activity is to learn what materials can be recycled or composted, and what materials the business might consider changing when purchasing the product to make it more sustainable and/or recyclable.
  - 
  - Highlight if business is a candidate for food recovery.
  - Document any third party vendor information observed, including service provider name, container size, and type of materials collected.
  - Note the presence of scavengers, if seen, including the types and quantities of materials being scavenged and the types of vehicles being used.
  - Identify additional customer service needs and any other special features that may be a priority.
  - Note large volumes of material that can be recycled or reused. For example, in association with Resource Area for Teachers (RAFT).
  - Identify any businesses that can apply for a SB 1383 waiver, and notify SSWR.
- Identify opportunities for the business to effectively participate in the recycling and organics program, as well as discuss any infrastructure and education needs. This will include identifying what interior bins will need to be purchased or supplied by SSWR, and the location(s) for these bins. This discussion will include sharing our recommendations for a customized waste prevention, and recycling and organics collection process, realistic

Mr. Nick Nabhan  
April 3, 2020  
Page 4

diversion goal estimates, realistic cost savings, and the free multi-lingual support available: training sessions, signage and collateral, referrals, and other support activities.

- Formalize the proposed service changes for approval by the business and confirm the proposed service changes with SSWR from a service standpoint (i.e. container placement and enclosure access).
- Notify the business and SSWR, via email, of the schedule and next steps for implementing service changes.
- Each site visit will take between 15 and 45 minutes, depending on the size and complexity of the business.

### **Subtask 2.4 Implement Improvements**

SCS will work with each business and MFD to outline the next steps for implementing or enhancing their recycling and organics program. This may include activities such as providing outreach materials, helping to identify what infrastructure to purchase (such as internal containers), and coordinating a “kick-off” event to launch the new organics program.

We will coordinate program rollout with the business or MFD owner and/or building operations manager, and confirm they have the necessary resources to successfully implement and participate in the program and maintain it over the long-term. We will assist the business by taking practical action to help them overcome obstacles to success (e.g., by coordinating a meeting with tenants of a building that share a waste disposal area to address inappropriate waste disposal practices).

Each member of our Project Team will make a strong effort to convince each business we interact with that they are being fully supported by SSWR, and we will ask the decision-maker(s) we meet with for their personal commitment to maintaining a successful recycling and organics collection program.

SCS will also provide the following implementation services:

- Delivery of outreach materials, such as signs and decals.
- Assistance identifying internal containers, side caddies, and bags that may need to be purchased.
- Coordination with SSWR to arrange service level changes and to update contact information.
- Paper towel recycling program in office buildings to increase organics recycling.
- Standardized interior bin colors and pairing in office buildings.
- Outreach materials and emphasis that the recycling program takes all single-stream materials and not just cardboard.

Mr. Nick Nabhan  
April 3, 2020  
Page 5

### **Subtask 2.5 Conduct Training**

Training and employee engagement is critical to the success of the program. SCS will conduct employee and/or maintenance personnel presentations and training for targeted waste generators, which may, at times, be coordinated with SSWR and City staff.

The purpose of the training is to assist with acceptance of the program, confirm what is expected, understand the different material types, provide opportunities to ask questions, acknowledge that management is supportive of the program. Program rules will be discussed and the importance of compliance and participation will be reviewed for employees to understand the impact their contributions will have on the program. Training is available in English, Spanish, Mandarin or Tagalog (as needed).

### **Subtask 2.6 Follow Up Visits**

One month after their service is implemented; each targeted waste generator that begins organics and recycling services during the project will receive a follow-up visit. The purpose of the follow-up visit will be to confirm delivery and use of recycling or organics containers, assess if any additional outreach or training is needed, and speak with the business's decision maker(s) to see how their recycling or organics program is working for them overall. Any red flags or immediate needs will be discussed promptly with SSWR, as appropriate, to identify solutions.

Our Project Team will also be available to assist SSWR staff with additional multi-lingual assistance, as needed. For example, to improve food waste diversion with large food waste generators, or to improve commitment from property managers and janitorial staff.

## **TASK 3: MFD PILOT**

Multi-family properties are typically one of the most challenging sectors to engage and to create successful, sustainable change. This is due to their high tenant turnover rate, shared containers, and lack of "ownership" of disposed material or service costs. A visible waste reduction program that highlights the efficacy of tenants' individual actions, includes well-managed move-in and move-out programs, and provides door-to-door outreach can help to reduce contamination of bins, and increase landfill diversion.

For multi-family properties, there are two primary groups that will be targeted for waste reduction technical assistance: Property Management and Tenants.

### **Property Management**

SCS staff will interact directly with Property Management while performing site visits. From our experience working with multi-family dwellings, every property is unique and has different barriers and challenges. In order to incorporate lessons learned from other multi-family properties, as well as incorporating specific details for each property, SCS will talk with Property Managers to gain an understanding of their challenges and potential approaches to be taken to engage their tenants. Our solutions will be designed to address the immediate needs at each property, and will be appropriate and relevant to the community and its culture.

Mr. Nick Nabhan  
April 3, 2020  
Page 6

## Tenants

Tenants are critical to the success of a multi-family recycling program. SCS will place special emphasis on tenant training and education activities, and will utilize SSWR and the City's outreach materials. Given the importance of tenant buy in, a majority of the project resources will be dedicated to tenant engagement, including direct contact, and/or leaving outreach materials and organics pails on tenant doors. SCS will document our efforts by location, person visited and the total number of contacts made. This will provide SSWR with accurate data to track and document progress.

SCS proposes to start with an MFD pilot utilizing CBSM strategies, to define how MFD's organics should be implemented throughout the City. We can lead or provide support to SSWR targeting a small number of MFD's for a pilot program. SCS will work with SSWR to identify the target MFD locations, and the steps to be taken to support the new source separated programs. SCS recognizes some complexes may not have source separated organics containers, and would rather have SSWR remove organics from the garbage at the Sunnyvale SMaRT station. Additionally, SCS recognizes the prevalence of valet waste services and use of trash chutes with compactors for MFDs in Sunnyvale. These MFD complexes will require additional technical assistance and coordination with third-party contractors.

From our experience, one of the important components to creating behavior change is face-to-face interaction of outreach staff with tenants. Door-to-door outreach has highest participation, which tends to be between 30-50% participation rate and is therefore recommended over a community meeting or tabling whenever feasible. Door-to-door outreach will be conducted primarily during after-work hours when most tenants are likely to be home. We will utilize this time to deliver recycling totes, food scraps pails, or outreach materials, and to discuss the program and the importance of their involvement.

One outreach person can typically visit 30 to 40 units per night, if the property is in a fully enclosed building with no additional locked gates or buildings. A smaller number of units may be visited if the property is spread out (typically condominiums), if there are locked gates that our team must seek access to from the property manager, or if the location has more than the typical number of resident homes (senior housing, or subsidized or special needs housing). Door-to-door outreach is not recommended for properties with more than 200 units. In this case, a community meeting or use of an on-site waste management ambassador has proven an effective outreach technique for multi-family tenant engagement.

SCS utilizes a tracking method to document each unit reached, which outreach materials were accepted and if the tenant makes a commitment to proper waste sorting. SCS will confirm the number of vacant units with the Property Manager to provide an accurate calculation of the number of units reached.

Language plays a critical piece in the efficiencies of the visits as well. It will be important to consult with property managers in advance of door-to-door outreach to confirm any linguistic needs. If there are several languages at one site, our team will include additional outreach staff conversant in the residents' language.

We propose to work with one MFD property as a pilot project, with the following objectives:

Mr. Nick Nabhan  
April 3, 2020  
Page 7

- Determine if bins are accessible, if servicing from SSWR is adequate, and make recommendations to increase or decrease bins and frequency of pickup.
- Use Community-Based Social Marketing techniques (CBSM) to engage property management team and residents to improve the quantity and quality of recyclables and organics collected, and reduce materials sent to landfill.
- Establish waste reduction goals and timelines based on the existing conditions and reasonable expectations.
- Create a SSWR *Zero Waste for Multifamily Dwellings Toolkit* with educational materials, best practices, and communication activities to help sustain the program beyond the initial implementation.
- The toolkit will be developed to be shared with other multi-family properties in the City of Sunnyvale. The City and SSWR can promote the toolkit on their websites, in newsletters and direct mailers, and through local media channels and the greater business community.

#### TASK 4: PROJECT UPDATES AND DELIVERABLES

SCS will provide SSWR with regular project updates, including insights and recommendations, via phone, email, or in-person, according to the schedule and methods SSWR and SCS agreed to during the project kick-off meeting.

SCS will prepare written summaries of each site visit and each waste audit, with accompanying forms, photographs, data tracking sheets, and other documentation, in the format and timeframe agreed to during the project kick-off meeting.

SCS will maintain a record of all work completed by SCS under the contract, and would be pleased to share this record with SSWR, upon request.

#### TASK 5: CONTAMINATION AND PARTICIPATION LID FLIPS (OPTIONAL)

SB 1383 prescribes two options for container contamination minimization.

1. Conducting audit of randomly selected containers, and ensuring all collection routes are reviewed annually and that contamination is being monitored in the collection containers and education is provided if there is an issue; OR
2. A jurisdiction has the option of conducting waste composition studies every six months to identify if there are prohibited container contaminants. If there is more than 25 percent prohibited container contaminants, then additional education must be provided.

SCS can assist with both, however for this task, we propose to assist with option one, the annual route review. In a route review, containers may be randomly selected along a route using a lid-flip



Mr. Nick Nabhan  
April 3, 2020  
Page 8

observation to assess for contamination. A jurisdiction may designate these responsibilities to a contractor (a combination of SSWR and SCS Engineers constitutes a suitable designee). In this case, the designee must photograph the contamination; as well as document the address and date. The designee will report contamination violations to the jurisdiction on a monthly basis. SCS will also provide SSWR with documentation of this process for the City's use in the Electronic Annual Report.

SCS is able to assist with these lid flips should SSWR need assistance.

## **TASK 6: RECYCLIST DATABASE ASSISTANCE (OPTIONAL)**

SCS understands the City has utilized the Recyclist database tool. We recommend SSWR consider using this database for tracking outreach efforts. This tool can be used by multiple outreach staff, and provides an efficient way to communicate internally. This tool can also be utilized in other outreach efforts, such as the Rethink Disposable project, Disposable Food Ware Ordinance outreach, Edible Food Recovery donors, SB 1383 and Mandatory Recycling reporting needs, and any other activities that need to be documented, tracked and reported.

SCS has used this tool in a number of communities, and has an in-depth knowledge on how to work with the system, including reporting and data collection, to maximize outreach staff time. For this task, SCS would assist SSWR and the City to enhance the use and implementation of the tool, and could train staff on how to most effectively utilize the tool.

## **TASK 7: TRAIN S AND TRANSITION BUSINESSES / MFD'S TO SSWR STAFF (OPTIONAL)**

For over 20 years, SCS has successfully trained numerous staff to conduct site visits and waste assessments. For this project, staff training will provide an understanding of what has been undertaken in the field, and to transfer that knowledge so there is no interruption to the business or MFD's implementation process. This training can be at SSWR facilities, or out in the field at the waste generators' site, depending on the need.

## **KEY PERSONNEL**

Our Project Team is highly experienced and skilled in accomplishing positive results when completing these exact types of services in Northern California.

All project team members are based in Northern California, which provides us with the ability to respond to work orders promptly and meet with local SSWR staff, as needed, including on relatively short notice.

Brief profiles for the accomplished professionals that will serve you on the contract are provided below.

Mr. Nick Nabhan  
April 3, 2020  
Page 9

## Project Director

**Michelle Leonard** will serve as the Project Director, ensuring all project work is completed to your full satisfaction. Michelle leads SCS's national Sustainable Materials Management (SMM) practice – SCS's most vibrant and fastest growing practice area – and is an SCS Vice President. She has 35 years of experience in environmental consulting and project management, with substantial experience and expertise in all phases of integrated waste management planning, including waste assessments and characterization studies. She has assisted a number of local governments and authorities to design and implement programs in support of increasing diversion and meeting state diversion mandates, as well as evaluating opportunities to enhance existing programs.

## Project Manager

**Tracie Onstad Bills** will serve as the Project Manager. Tracie leads SCS's SMM projects in Northern California. She has over 26 years of materials management experience, including working for a hauler, a county government, a non-profit, and has over 14 years of experience working for materials management consulting firms, the past 5 with SCS. She has contributed to the development of many solid waste plans, providing materials flow assessments, organics processing research and analysis, hauler customer service reviews, waste and contamination characterizations, and recycling and organics management technical assistance to government agencies, schools, multi-family dwellings and businesses.

## Outreach Staff

**Lynea Baudino** will provide Outreach and Waste Audit Support. Lynea has 3 years of work experience, including recent project experience assisting with commercial technical assistance outreach and material characterization studies in Northern California. Lynea is fluent in Spanish.

**Spencer Nichols** will also provide Outreach and Waste Audit Support. Spencer is a U.S. Green Building Council LEED® Accredited Professional and Green Associate. He assists Tracie with client projects focused on zero waste and solid waste management plan preparation, business waste reduction and recycling technical assistance, disposal-reporting review and monitoring, waste characterization studies, and general research and report writing. Spencer is fluent in Spanish.

## Sub-Contractor Staff

**Melissa Baxter** will provide Outreach and Waste Audit Support. Melissa has 15 years of work experience performing recycling and organics technical assistance, waste characterizations and other programmatic work. Melissa has been a consultant for over ten years and has worked with Tracie as a subcontractor for most of that time. Melissa is fluent in Tagalog.

**Cybele Chang** will provide Outreach and Waste Audit Support. Cybele has 10 years of work experience performing technical assistance to businesses and multi-family dwellings. She previously worked at San Francisco Department of the Environment, and has been consulting on her own for the past six years. Cybele is fluent in mandarin and would be able to assist our group if necessary.

Mr. Nick Nabhan  
April 3, 2020  
Page 10

## BUDGET

SSWR has established a budget of \$60,000 for the proposed contract work.

Work will be performed on a time-and-materials basis, in accordance with SCS's hourly rates for Specialty Solid Waste and Recycling project work. Technical assistance is difficult to provide a budget for without knowing the number of businesses or MFD's that will be visited, and the level of services provided. For example, small businesses may take two hours for a site visit and follow up, where strip malls will take between five and ten hours. It is recommended to discuss further, what the actual needs are for outreach assistance and how our team can collaborate with the SSWR outreach team.

A copy of these rates and a budget breakdown are provided in **Attachment 1**.

## CLOSING

SCS values our relationship with SSWR at the highest level, and would like to assure you of our full commitment to meeting all of your expectations on the proposed work.

In case you are not as familiar with our Sustainable Materials Management expertise, we have provided an overview of our SMM practice in **Attachment 2**.

We look forward to working with you on this project. If you have any questions regarding this submittal, or would like any additional information, please contact Michelle or me at your convenience.

Very truly yours,



Tracie Onstad Bills  
Project Manager  
Northern California Director, Sustainable  
Materials Management  
925-426-0279 direct  
[tbills@scsengineers.com](mailto:tbills@scsengineers.com)

**SCS ENGINEERS**



Michelle P. Leonard  
Project Director  
Vice President,  
Practice Leader, Sustainable Materials Management  
626-792-9593 direct  
[mleonard@scsengineers.com](mailto:mleonard@scsengineers.com)

**SCS ENGINEERS**

## ATTACHMENT 1

### HOURLY RATES AND BUDGET BREAKDOWN

This project will not exceed \$60,000. Work orders will be assigned by SSWR to SCS on an as-needed basis. Each work order will provide clear and detailed instructions as to the nature of the work to be performed, the desired completion timeline, how many hours allowed and exact information on the task to be completed.

Task 2 of the budget is based on visiting 100 businesses or MFD's for one hour with one hour of follow up and one hour for training and/or meetings. Depending on the level of assistance needed, these numbers can change. If SSWR would prefer we do an initial visit and hand off all other outreach, we can adjust the budget and/or visit a larger number of businesses.

Our hourly rates and a budget breakdown are provided below in Tables 1 and 2, respectively. Additional detail is available upon request, or can be provided in the project kick-off meeting.

Table 1.      Hourly Rates

Description	Cost
Michelle Leonard	\$280
Tracie Bills	\$250
Lynea Baudino, Spencer Nichols	\$130
Cybele Chang, Melissa Baxter	\$100

Table 2.      Budget Breakdown

Task	Description	Cost
1	Kick-Off Meeting	\$1,000
2	Business Recycling & Organics Technical Assistance	\$44,000
3	MFD Pilot	\$5,000
4	Project Updates and Deliverables	\$4,000
5	Contamination Participation Lid Flips (Optional)	\$4,000
6	Recyclist Database Assistance (Optional)	\$1,000

Mr. Nick Nabhan  
April 3, 2020  
Page 12

7	Train SSWR Staff (Optional)	\$1,000
TOTAL		\$60,000

## ATTACHMENT 2

### QUALIFICATIONS

#### INTRODUCTION

Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS Engineers) was established in Southern California as a partnership on the first Earth Day in April 1970. It is now a Virginia S-corporation formed in 1972. **SCS is 100-percent owned by its employees**, with all of the firm's shares held by the SCS Engineers Employee Stock Ownership Plan (ESOP).

McGraw Hill's *Engineering News Record* (the engineering industry's preeminent rankings publication) has nationally ranked SCS as a top-tier consulting firm in design, environmental engineering, solid waste, wastewater, site assessment, and compliance. *Waste360* has ranked SCS Engineers in the Top 100 Solid Waste and Recycling Design-Build Firms in North America.

SCS Engineers is a full-service environmental engineering consulting firm specializing in solid waste management and environmental services. **Established in 1970 and employee-owned since 1986, SCS has operated profitably for nearly 50 years.** Revenues in 2019 were a record \$239 million.

Mr. Nick Nabhan  
April 3, 2020  
Page 13

## EXPERTISE IN MUNICIPAL WASTE RECYCLING AND RECOVERY SERVICES

SCS is one of the few environmental consulting firms in the country that specializes in full-service municipal waste management consulting. **We are national leaders in comprehensive solid waste planning, collection, and disposal programs support, waste characterization, and community outreach and engagement to encourage responsible waste reduction, reuse, recycling, and recovery.**

Our **Sustainable Materials Management (SMM)** practice staff specialize in all aspects of solid waste planning and operations, including comprehensive solid waste/zero waste management plans, waste diversion alternatives studies, waste characterization studies, feasibility studies, program analyses, and many more audits and support services. We have significant experience assisting government agencies in California and other states with the implementation of recycling and waste diversion programs, and helping leaders of solid waste departments tasked with evaluating their compliance with AB 939, AB 341, AB 1826, SB 1383, and other solid waste regulations. Our relationships with collection companies assists our effectiveness with understanding the barriers and best practices for developing tools and implementation.



SCS has completed approximately 10,000 individual studies, surveys, audits, and research projects concerning a wide range of solid waste and environmental issues — **over 500 of which have been completed by our vibrant and growing SMM practice.**

Our SMM services are listed below in Table 3.

Table 3 Sustainable Materials Management Services

Plans and Studies	<ul style="list-style-type: none"> <li>• Comprehensive SMM/Solid Waste/Zero Waste Plans</li> <li>• Regulation Review and Recommendations</li> <li>• Policy Development and Implementation</li> <li>• SB 1383 Organics Recycling and Edible Food Recovery Capacity Planning</li> <li>• Organics Recycling and Edible Food Recovery Capacity Reporting (2022, 2024, 2029, 2034)</li> <li>• Edible Food Recovery Capacity Expansion Planning</li> <li>• Program Planning</li> <li>• Benchmarking of Services and Fees</li> <li>• Diversion Analysis and Planning</li> <li>• Waste Generation and Characterization Studies</li> <li>• Feasibility Studies</li> </ul>
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Mr. Nick Nabhan  
April 3, 2020  
Page 14

	<ul style="list-style-type: none"> <li>• Greenhouse Gas Inventories</li> <li>• Sustainability Plans</li> </ul>
<b>Financial and Economic Analysis</b>	<ul style="list-style-type: none"> <li>• Rate Analysis</li> <li>• Hauler Audits</li> <li>• Cost of Service Studies</li> <li>• Franchise Agreement Reviews</li> <li>• Cost, Financial, and Economic Analysis</li> <li>• Evaluation of Public-Private Partnerships</li> <li>• Development of RFQ/RFP/Bid Documents</li> <li>• Procurement Assistance</li> <li>• Grant funding applications and management</li> <li>• Customer Billing and Service Reviews</li> </ul>
<b>Program Design and Implementation</b>	<ul style="list-style-type: none"> <li>• Waste Assessments, Collection Assessments and Diversion Assessments</li> <li>• Business Technical Assistance</li> <li>• Generator Studies</li> <li>• Facility Feasibility Studies</li> <li>• Implementation Schedules</li> <li>• Monitoring and Evaluation</li> <li>• Program Effectiveness and Improvements</li> <li>• Special Events and Public Venue Programs</li> <li>• Develop and Maintain Food Recovery Organization Lists</li> <li>• Inspections for SB 1383 Tier 1 and Tier 2 Edible Food Generators</li> <li>• Program Implementer Trainings</li> <li>• Establish Communication Models for Local Government Officials, Food Suppliers and Intermediary Organizations</li> </ul>
<b>Public Outreach and Education</b>	<ul style="list-style-type: none"> <li>• Development of Public Education Programs</li> <li>• Outreach for SB 1383 Tier 1 and Tier 2 Edible Food Generators</li> <li>• Provide Guidance to Interface with Health Departments</li> <li>• Facilitation of Public Meetings, Workshops, Seminars and School Assemblies</li> <li>• Design and Create Employee and Volunteer Protocol</li> <li>• Public Opinion Surveys</li> <li>• Flyers, Posters, Newsletters, Social Media</li> </ul>



Mr. Nick Nabhan  
April 3, 2020  
Page 15

## OFFICE LOCATIONS

Headquartered in Long Beach, CA, SCS employs 934 professional and support staff located in 67 offices nationwide, including 325 staff in 15 offices in California (see map to right).

We have the locations and reach to engage local jurisdictions, local governments, and industry organizations statewide. Our base of operations for this project will be our Pleasanton, CA office.

SCS is registered and eligible to do business in the State of California pursuant to PCC 10286.



## POINT OF CONTACT

### **Name and address of office submitting proposal:**

SCS Engineers  
7041 Koll Center Parkway  
Suite 135  
Pleasanton, California 94566  
925-426-0080

### **Name, telephone number, and e-mail address of a person who can be contacted if further information is required:**

Tracie Bills, Project Manager  
925-426-0279 direct, or [tbills@scsengineers.com](mailto:tbills@scsengineers.com).



# PROPOSAL

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SPECIALITY SOLID WASTE  
CITY OF SUNNYVALE  
MARCH 19, 2020

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Push and Pull Service  
Scout Service



# FACT SHEET



- Bay Area Waste Services also known as TrashScouts has been providing Push and Pull service, also known as, Scout Service since 2015
- TrashScouts serves over 200+ Multi-family and Commercial properties daily, ranging from Apartments to retail shopping centers.
- Corporate office in Oakland, CA
- Members of the Better Business Bureau, East Bay Rental Housing Authority, and the Northern California Recycling Association.

We offer other services as a value added provider, such as examining and reporting contamination, tagging overflow and reporting repairs.

We are happy to partner with you in any way we can.

We also serve a mix of customers who we believe would be happy to tell our story





Pricing Schedule - Speciality Solid Waste - City of Sunnyvale						
Push Out Service for distances longer 0-150ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 75.00	\$ 150.00	\$ 225.00	\$ 300.00	\$ 375.00	\$ 450.00
4 Cubic Yard	\$ 80.00	\$ 160.00	\$ 240.00	\$ 320.00	\$ 400.00	\$ 480.00
1 Cubic Yard CPT	\$ 90.00	\$ 180.00	\$ 270.00	\$ 360.00	\$ 450.00	\$ 540.00
2 Cubic Yard CPT	\$ 95.00	\$ 190.00	\$ 285.00	\$ 380.00	\$ 475.00	\$ 570.00
3 Cubic Yard CPT	\$ 100.00	\$ 200.00	\$ 300.00	\$ 400.00	\$ 500.00	\$ 600.00
Push Out Service for distances longer 151-300ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 82.50	\$ 165.00	\$ 247.50	\$ 330.00	\$ 412.50	\$ 495.00
4 Cubic Yard	\$ 88.00	\$ 176.00	\$ 264.00	\$ 352.00	\$ 440.00	\$ 528.00
1 Cubic Yard CPT	\$ 99.00	\$ 198.00	\$ 297.00	\$ 396.00	\$ 495.00	\$ 594.00
2 Cubic Yard CPT	\$ 104.50	\$ 209.00	\$ 313.50	\$ 418.00	\$ 522.50	\$ 627.00
3 Cubic Yard CPT	\$ 110.00	\$ 220.00	\$ 330.00	\$ 440.00	\$ 550.00	\$ 660.00
Push Out Service for distances longer 301-600ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 91.58	\$ 183.15	\$ 274.73	\$ 366.30	\$ 457.88	\$ 549.45
4 Cubic Yard	\$ 97.68	\$ 195.36	\$ 293.04	\$ 390.72	\$ 488.40	\$ 586.08
1 Cubic Yard CPT	\$ 109.89	\$ 219.78	\$ 329.67	\$ 439.56	\$ 549.45	\$ 659.34
2 Cubic Yard CPT	\$ 116.00	\$ 231.99	\$ 347.99	\$ 463.98	\$ 579.98	\$ 695.97
3 Cubic Yard CPT	\$ 122.10	\$ 244.20	\$ 366.30	\$ 488.40	\$ 610.50	\$ 732.60
Push Out Service for distances longer 601-1300ft						
Bin Size	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
1-3 cubic Yard	\$ 102.56	\$ 205.13	\$ 307.69	\$ 410.26	\$ 512.82	\$ 615.38
4 Cubic Yard	\$ 109.40	\$ 218.80	\$ 328.20	\$ 437.61	\$ 547.01	\$ 656.41
1 Cubic Yard CPT	\$ 123.08	\$ 246.15	\$ 369.23	\$ 492.31	\$ 615.38	\$ 738.46
2 Cubic Yard CPT	\$ 129.91	\$ 259.83	\$ 389.74	\$ 519.66	\$ 649.57	\$ 779.49
3 Cubic Yard CPT	\$ 136.75	\$ 273.50	\$ 410.26	\$ 547.01	\$ 683.76	\$ 820.51

\* Difficult to service containers include up to a 5% monthly surcharge (Difficult to service will be defined by Speciality and TrashScouts)

\* Pull outs requiring more that 1301+ ft (0.25+ miles) will be quoted seperataly

\* We will have a \$250 minimum billable daily rate, for each day we are required to service

\* Distance is only measure from disposal location to placement location - One way Distace.  
Returning the bin after service is not factored or billed for.

# CNG Time-Fill / Fast-Fill Fueling Station Proposal

Created Exclusively for Specialty Waste & Recycling

02/26/2020





02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## Table of Contents

General Station Layout .....	Error! Bookmark not defined.
<b>TIME-FILL / FAST-FILL STATION EQUIPMENT OVERVIEW .....</b>	<b>4</b>
EQUIPMENT OVERVIEW.....	5
COMPRESSOR ENCLOSURE .....	5
CONTROL SPECIFICATIONS .....	6
INSTRUMENTATION.....	6
ELECTRIC MOTOR.....	6
COMPRESSOR AREA EQUIPMENT .....	7
The electrical equipment will be located a minimum of 15' from the compressors and other gas-supplied equipment. The electrical area will contain the following items: Service Entrance Main Disconnect, (optional Storm Switch), Motor Starter Panel and Communications Panel for remote diagnostics.....	7
TIME-FILL AREA AND EQUIPMENT .....	9
FAST FILL DISPENSER PROVISION .....	11
There will be dual Parker high-pressure filters installed between the compressor discharge and the dispensers to catch any oil bypass and contaminants before CNG is dispensed into the trucks. The filters will be located on a stand next to the priority panel for maximum effectiveness. One set of two (2) filters will be located at the discharge outlet of the high bank, mid bank, and low bank on the storage vessels. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.....	11
Start Up and Commissioning- Included.....	11
Factory Training For- 1 Included .....	11
Weights and Measures .....	11
<b>Proposal No: 01090277 .....</b>	<b>14</b>
Specialty Waste & Recycling Station Build Schedule of Values: .....	Error! Bookmark not defined.
Specialty Waste & Recycling Station Build Detailed Schedule of Values: .....	15



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

Dear Nick Nabhan,

TruStar Energy is pleased to offer the following proposal for a time-fill / fast-fill station at the following location:

Specialty Waste & Recycling  
3355 Thomas Rd  
Santa Clara, CA 95054

**This 100% turnkey proposal addresses the following requirements:**

- Design, Planning, Permitting, Equipment, Construction, Start Up and Training

**This proposal includes 2 compressor(s) 54 time-fill hoses and 2 fast-fill hoses**

Use the table below to determine the production capability of this proposal

COMPRESSOR PERFORMANCE CAPACITY [1 GGE – 1.267 cubic feet / 1 DGE = 1.39 cubic feet]

Compressor	Per Min. Production GGE	Per Min. Production DGE	Per Hr. Production GGE	Per Hr. Production DGE	Per 7 Hr. Production GGE	Per 7 Hr. Production DGE	Per 10 Hr. Production GGE	Per 10 Hr. Production DGE
1	3.75	3.4	225.24	204.17	1576.67	1429.21	2252.38	2041.73
2	7.5	6.8	450.48	408.34	3153.33	2858.42	4504.76	4083.46

**The Time-Fill Station as quoted has the following dispensing capabilities.**

**Equipment:**

- Time fill 1 vehicle with 31 DGE in: 0.08 hours
- Time fill 10 vehicles with 31 DGE in: 0.76 hours
- Time fill 30 vehicles with 31 DGE in: 2.28 hours
- Time fill 50 vehicles with 31 DGE in: 3.8 hours
- Time fill 75 vehicles with 31 DGE in: 5.69 hours

**The Fast-Fill Station as quoted has the following dispensing capabilities.**

**Equipment:**

- Qty of Dispenser Cabinets: 0
- Qty of Standard Flow Hoses: 2
- Qty of Commercial High-Flow Hoses:

Performance Characteristics of Quoted Dispensers with Storage

Hose Type	Flow Rating	Hose QTY	GPM	GPM per 15 Min	GPM per Hour	GPM per 4 Hours
Standard Flow Hoses	Max. 14 GPM Avg. Fill 5 GPM per hose	2	10	150	600	2400
Commercial High Flow Hoses	Max. 25 GPM Avg. Fill 9 GPM per hose					
<b>Total</b>		<b>2</b>	<b>10</b>	<b>150</b>		<b>2400</b>

The compression scenario is based off of an inlet pressure of 50 PSIG with adequate flow.

TruStar Energy looks forward to earning your valued business.

Anthony Flynn

TruStar Energy Sales Representative





02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## TIME-FILL / FAST-FILL STATION EQUIPMENT OVERVIEW

### GRANT PROCESSING

Administrative fees associated with developing, writing, and processing the grant.

### DESIGN AND ENGINEERING (to be performed by TruStar Energy)

TruStar Energy will initially meet to understand the requirements of your proposed station. At TruStar Energy's discretion TruStar Energy will provide exhibit drawings. The design will be based off the conceptual layout for the location. Upon signed agreement and 20% down payment, a final design will include PE-stamped CAD drawings for each phase of the project, including but not limited to: electrical, mechanical and civil for permitting purposes. TruStar Energy will acquire all permits necessary for complete build in all phases of construction.

Design and construction will consider industry standards and all executable local, State, and/or Federal building codes as interpreted by the Fire Marshall and/or building inspector with regional jurisdiction.

### PROJECT MANAGEMENT

A dedicated project manager is assigned to each project for the duration of the project. The assigned project manager is involved with the project from the design phase throughout the construction and startup. The project manager will be 100% responsible for all of the daily activity at the job site and will report construction progress to the customer's designated contact on a weekly basis. This project manager is responsible to ensure that all TruStar Energy employees and subcontractors follow TruStar Energy and Customer safety and site policies. The project management fee includes site equipment mobilization, TruStar Energy employee travel & lodging and project management.

### UTILITY EXTENSIONS REQUIRED BY CUSTOMER

- A single **High Speed Broadband Internet (RJ45) connection for CP-400 Communication (3MB minimum – 7MB optimal)** package is required at the compressor staging area.
- A second phone line is required for customers using a gas broker for a telemetric meter.
- A third **High Speed Broadband Internet (RJ45) connection (3MB minimum – 7MB optimal)** is required for customers using a credit card reader for public fuel dispensing or private fleet information collection.

### ELECTRICAL SERVICE–

- A 800 amp electrical service is required at the compressor staging area from your Electric Utility provider - 277/480, 3 phase 4-wire service.

### NATURAL GAS SERVICE –

- 50 psi pressure capable of delivering 56760 cubic feet of natural gas per hour, with the gas meter located at the compressor staging area. Note: (lower pressures can be acceptable for the production of CNG at the designated site location. Lower pressures will drop the hourly production rate of CNG.

The customer is responsible to provide all electrical, phone and gas service as required within 25 feet of the compressor compound and responsible for all associated costs. TruStar Energy will work with your local utilities to validate existing service and determine what necessary upgrades are required to satisfy utilities requirements. ***Assumptions: TruStar Energy takes no responsibility for the unforeseen. TruStar Energy assumes that the soil is not contaminated and is suitable for backfill.***



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## EQUIPMENT OVERVIEW

*Please find a full station order summary [including quantities] at the end of this proposal.*

### **2 ANGI 300 JGQ 200 hp - 473 scfm Compressors each - Included**

Compressor: Lubricated, Reciprocating, Balanced, Opposed

Number of Stages: 4

Manufacturer: ANGI - All weather enclosures included. Compressor is positioned so that access doors can be opened fully to access compressor and components inside enclosure.

## COMPRESSOR ENCLOSURE

The ANGI 300 compressor comes standard with a power-coated sheet metal enclosure with access doors and removable panels. The maximum emitted noise from the skid is 78 dBA @ 10' (typical for enclosed skids). Unless specified by the customer, the enclosure comes painted in white with a gray skid. Included options include one enclosure light and an IR gas detector.

## CONSTRUCTION

Piping 2" diameter and smaller is of socket weld construction. Piping construction methods shall conform to ANSI B31.3 3. Flanged piping joints shall use spiral-wound, metallic gaskets. Tubing shall be of seamless ASTM-316 type of adequate pressure rating. Tube fittings 1/2" or smaller shall be Hoke brand or Swagelok brand. Tube fittings 1/2" or larger shall be Parker "Seal-lok" fittings with face seal O-rings. All carbon steel surfaces shall be adequately prepped and painted using industrial epoxy paint. All components shall be suitably braced.

## INLET SYSTEM

Inlet connection: Varies based on site conditions. 2. Inlet Valve: Solenoid valve. 3. Inlet Filter: Particulate filter with serviceable, removable filter made of stainless steel mesh construction. 4. Inlet Flex Hose to be provided, manual isolation valve to be provided, with construction start up strainer to be provided.

## CAPTIVE RECOVERY SYSTEM

Complete skid-mounted captive recovery system for filter blow-down and unloaded starts and stops. The system includes a 100-gallon, vertical ASME tank rated for 600 psig. The recirculation system includes a high-flow recirculation regulator, system relief valve and receiver tank drain.

## SKID CONSTRUCTION

The NG300 Single Unit Skid measures 12' L x 7'-6" W x 8'-5" H, and weighs 15,000 lbs and built to Ariel Compressor Packaging Standards. The open skid is made of welded, structural beams. The main beams are full-depth steel channel or tubes. Rigid mounting surfaces are provided for the compressor and driver. The skid is designed with an overhead support frame and hold-down bolt holes are provided at four (4) external and two (2) internal locations.

## FILTRATION

Serviceable filtration is provided on the inlet of the compressor, on all inter-stage circuits and prior to discharge. The inlet particulate filter comes with a serviceable element made of stainless steel mesh construction. Coarse coalescing filters with stainless steel oil knock-out elements are provided on all inter-stage circuits. Pre-coalescing and fine-coalescing final filters are provided on the discharge circuit for oil elimination.



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

#### CONTROL SPECIFICATIONS

Control System..... ANGI CCS Compressor Control System  
PLC Make / Model..... Panel, Control, Compressor, Horner Electric RX371  
I/O  
I/O Arrangement (Max I/O Indicated)..... 35 DI / 16 DO / 20 AI / 4 AO  
Mounting Location of Controller ..... On-skid, UL NNNY, mounted in NEMA 3R  
Enclosure  
Electrical Classification of Control Panel ..... Class I Div II Per NFPA 89  
Operator Interface ..... Panel mounted graphical display, pilot lamps  
and key switches  
Available Network Connections..... CsCAN, Ethernet, Modbus\*, DeviceNet

#### INSTRUMENTATION

STANDARD INSTRUMENTATION: Analog: Inlet Pressure Transducer, Interstage Pressure Transducer,  
Discharge Pressure Transducer, Interstage Discharge Pressure RTD, Compressor Oil Pressure Transducer.  
OPTIONAL ANALOG INSTRUMENTATION INCLUDED: Enclosure Gas Level (%LEL). DIGITAL  
INSTRUMENTATION: ESD Active Dry Contact, Hi Gas Level

#### ELECTRIC MOTOR

Manufacturer: WEG Baldor or Equal / Operating Speed – 1785 rpm /NEMA, TEFC, Class 1 DIV 2 / 3-  
phase – 460/60 Hz



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## COMPRESSOR AREA EQUIPMENT

### **COMPRESSOR EQUIPMENT BASE AREA - Included**

Compressor pad area is composed of a minimum of 12-18" concrete base (depending on compressor configuration and local building codes). The compressor equipment base area will include compressors, storage, priority panel, inlet gas dryers and gas meter assembly.

The area inside the compressor compound (around the concrete equipment pads) is finished with a surface of 3/4" river rock (asphalt or concrete finish optional). By code, the compressor area must be protected by bollards or continuously connected guardrail.

### **ELECTRICAL EQUIPMENT BASE AREA - Included**

The electrical equipment will be located a minimum of 15' from the compressors and other gas-supplied equipment. The electrical area will contain the following items: Service Entrance Main Disconnect, (optional Storm Switch), Motor Starter Panel and Communications Panel for remote diagnostics.

### **COMPRESSOR AND ELECTRICAL EQUIPMENT AREA PROTECTION - Included**

When guardrail is chosen for protection posts are typically spaced 7' on center and are anchored 36" - 60" below the ground surface. Guardrail height is set at 36" above the surface level. The time-fill post will be mounted in an 18" dia. x 3' deep concrete base.

If bollards are chosen for protection, the compressor pad area will include 3' tall - 4" concrete-filled steel protective bollards anchored in an 18" diameter base, 3' in depth spaced 4' on center. The bollard is covered in a safety yellow TruStar Energy-branded plastic sleeve.

**CHAIN LINK FENCE: - Included** A 6-foot high 2-1/4" x 11-1/2 ga. galvanized-steel fence will be installed around the compressor / electrical equipment areas. Includes a lockable service gate. The gate size will be 3-feet wide unless otherwise specified.

### **COMMUNICATIONS PACKAGE: - TSE Wireless Communication Panel - Included**

TSE Wireless Communication Panel: A TruStar Energy engineered wireless full-time equipment monitoring system which includes: email and text messaging for system faults, continuous time-based logging of system operating parameters, continuous event-based logging of system events. The system provides local web server for real-time and logged data display. Provides for remote access for TruStar Energy data collection and support via secure VPN connection. Also provides Network Address Translation [NAT] for secure interface to the customer's network.

### **FAST FILL BUFFER STORAGE PANEL: FF / TF Buffer Storage Panel 2 Zone - Included**

Priority buffer panel capable of dispensing CNG for fast fill, is included for high-flow capability. 1" Buffer-Valve panel includes ESD valve mounted and racked to storage in NEMA 1 Panel. Ideal for applications where average vehicle fill is more than 30 GGE/DGE. Compatible with high-flow CNG nozzles that can flow up to 25 GGE per minute average 9 GGE per minute flow capacity or greater. Includes Qty. 1 buffer valve in 1 cabinet. One buffer panel controls the filling operation for up to 3 dispensers. The 1" time fill valve is included in the same cabinet for time fill application to provide temperature compensation and time of day operation for time fill applications. Typically at least 1 storage bottle is required per zone.

### **INLET GAS DRYER: GD-030-S-M-460-150-3 - Included**



02/19/2020 - **Proposal No: 01090277**

Quote Valid until 19/05/20

ANGI single tower manual regen dryer, 30" vessel, 150 psi design pressure, 3" class 150 flanges. Includes digital dew point monitor, isolation and bypass valves, blower, heater, cooler, water separator and collection tank to regenerate the desiccant. Requires 460/3/60 power.

**MOTOR STARTER PROVISION: Motor Starter - Dual 200 hp - Qty 1 - Included**

The motor starter panel is designed to perform several different custom functions within the compressor design - as well as a soft start for your electric motor. The other functions include, but are not limited to: dryer power, enclosure power, gas detection power, time-fill panel power, cooling fan power, ESD for time-fill line power, and spares for future options.

**MOTOR STARTER COOLING FAN: Qty 1 - Included**

A cooling fan kit is added to the side of the motor starter enclosure to cool motor starter panels rated at 105°F. This option will extend the maximum operating temperature to 120°F ambient conditions. Rated for single, dual or triple motor starters.

**BUFFER / CASCADE TANK STORAGE PROVISIONS – 3-Pak 23' tubes - 36,630 scf Qty 1 - Included**

ASME 3-Vessel High pressure Assembly. 3-Pack Storage Assembly. Nominal CNG capacity of 36,630 SCF @ 5,500 psig, 20" OD x 23'L x 1.303" MW ASME Vessel. Nominal water volume is 102.6 cu. ft. Holds approximately 289 total GGE. Tubes comply with NFPA 52 4.4.5 (ASME Compliance). Includes 1" ball valves, NPT fittings, I-beam construction and vent stack.

**EMERGENCY SHUTDOWN AND FIRE EXTINGUISHERS TO MEET BUILDING CODE – Included**

Shutdowns are located at compressor area and dispenser area.

- Includes Emergency Shutdown Switch at dispenser area
- Fire Extinguisher - 5 lb./ 20 BC/model B402/B402T, 3A:40B:C/ 25-gallon water equivalent
- Safety Signs at dispenser area
- Safety Signs at dispenser area and time fill areas

**MANUAL TRANSFER SWITCH PROVISIONS – Manual Transfer Switch - 800 amp (400 total hp capacity) - Included**

BACKUP GENERATOR PROVISIONS - 800 Amp / 400 hp Total hp Capacity: Compressor control system includes a backup generator hook up provision capable of running either compressor A or compressor B in the event of power loss. Design includes a manual transfer switch to change power from primary power source to back up power. The system requires a backup power generator (not included) sized to produce: [350 KVA per 200 hp compressor] or [700 KVA per two 200 hp compressors] or [700 KVA per one 400 hp compressor.]



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## TIME-FILL AREA AND EQUIPMENT

### **K-Rail Protection: Included Qty 54 - Included**

Concrete K-Rail in 10' or 20' lengths measuring 18" wide at the base and 32" in height. Will be attached to existing surface with ground anchors. The K-Rail structure will become a permanent mounting location for time-fill posts and high-pressure piping and electrical conduit. All conduit is run on top of the K-Rail surface. Each time-fill post is mounted to the K-Rail structure. The K-Rail structure is protected by 4" dia. 3' tall - concrete-filled steel protective bollards anchored in an 18" diameter base, 3' in depth spaced 4' on center. The bollard is covered in a safety yellow plastic sleeve.

### **Fill Posts for 54 Time-Fill hoses- Included**

single-hose time-fill posts / 27 dual-hose time-fill posts and / or quad-hose time-fill posts will be supplied and installed in the time-fill mounting system. Each single or dual-hose post includes: receiver for fill hose nozzle, Heavy duty retractor for fill hose, Shut off valve, Safety and Warning signs, Grounding rod with 3/8-16 grounding stud welded on with double clad plated nuts. Posts are installed in a concrete base 18" in diameter and 3' in depth. Holster style post hook up - eliminates freeze up of nozzle to post. Posts are constructed of 3" x 3" square steel tube with on-post atmospheric gas exhaust vent, located at the top of the post. The top of the post measures 10' high from mounting surface. Prepped, painted "Safety" yellow.

### **54 Fill Hoses - Included**

- Staubli 3,600 psi NGV1 Type 2 nozzles
- 25' long hose with Guard-rail mount
- 150# inline high-pressure breakaways
- Swagelok 3-way valve for nozzle

### **Time-Fill Post 2 Zone Layout - Included**

High-pressure discharge lines run from the compressor to 2 time fill zones. All lines are trenched or directional drilled when possible from compressor to first fill hose on fill line. Trenched lines are replaced with original surface type that existed before trenching.

### **Time-Fill Line Filtration - Included Qty 1**

There will be Parker High pressure filters installed on the beginning of the Time-Fill Line to catch any oil bypass and contaminants before CNG is dispensed into the trucks. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

### **De-Fueling Post - Vent to Compressor - Included**

This includes a 10' tall post with vent on one end. The post has a standard de-fueling hose with a BDN nozzle. The BDN nozzle hooks up to most all de-fueling ports on CNG fueling boxes. The de-fueling post must be located outside where it can safely vent CNG to the atmosphere. The operator hooks up the de-fueling hose to the de-fueling port on the vehicle fuel system. A manual valve actuates the function and safely drains the gas from the fuel tanks. The manual system will drain the fuel system tanks down to approximately 200 psi of gas pressure. The second feature allows you to move the valve to a position that will take the CNG off the storage and pull it through the inlet gas line feeding the compressor. There is a discharge line installed between the de-fueling panel and the inlet line of the compressor. This second option can be used when the compressor is operating. This system will typically drain the tanks in entirety providing the vehicles fuel system check valves allow it to be completely drained. The post typically will be mounted in a 3' deep , 18" diameter concrete base. This system requires



02/19/2020 - **Proposal No: 01090277**

Quote Valid until 19/05/20

installation at the compressor area with gas line tie ins to the inlet gas feed to the compressors. This is an approved IFC practice.

**High-Pressure Piping - Included**

Stainless steel high-pressure Time-Fill Line will be run from the compressor area to the Time-Fill Line. This high-pressure line will be directional drilled when possible and where required, trenching for high-pressure runs will be backfilled and replaced with like type surface material (which was removed during installation). All stainless steel lines that are run underground are protected by PVC conduit. Stainless steel tube is rated at 5,000 psi with ½" having a .065" wall thickness and ¾" tubing having a .095" wall thickness. Schedule 160 High pressure stainless steel pipe between 1" and 2" in diameter is rated at 5,000 psi.

**Low-Pressure Piping - Included**

Low-pressure piping will be used from gas meter assembly to the inlet gas dryer and from the inlet gas dryer to the compressors. Schedule 40 carbon steel is rated at over 1,000 psi.

**Time Fill Panel (per compressor / on compressor),=DR>> - Included**

Time fill panels with 1" valve (for applications above 700 scfm), located on compressor will control the start and stop functions of the Time-Fill Line. This panel provides temperature compensation fill on the Time-Fill Line. This panel also allows you to set specific start and stop times on the Time-Fill Line to maximize the entire systems capabilities and ensure trucks get the maximum allowable CNG on board with each fill.

**Micromotion CNG050 Meter – 1 - Included**

Micromotion Meter CNG050 - 40 to 4444 scfm capacity constructed of stainless steel, pressure rated to 5,000 psi. Temperature rated from -40°F to +247°F. Mass flow accuracy to ± .5%. Rated for hazardous area installation. Weights and Measures rated. Reads in liters, DGE, or GGE. All-weather rated.

**20' Dual LED Parking Lot Light – 1 - Included**

A dual 400-watt LED lamp mounted on a one-piece aluminum post. Each lamp enclosure measures 15" x 22". This light post includes dual LED lamp enclosures. The light post is 20' in height and mounted in a 18' concrete caisson.





02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

**FAST FILL DISPENSER PROVISION – 0 Cabinet(s) - Included**

**6-Filter Fast-Fill Line Filtration – Qty 1 Included**

There will be dual Parker high-pressure filters installed between the compressor discharge and the dispensers to catch any oil bypass and contaminants before CNG is dispensed into the trucks. The filters will be located on a stand next to the priority panel for maximum effectiveness. One set of two (2) filters will be located at the discharge outlet of the high bank, mid bank, and low bank on the storage vessels. Filter stand includes a 99.5% 3/4" JS3B-10 pre-coalescer filter and 1" JS4C 99.9% final filter.

**Start Up and Commissioning- Included**

TruStar Energy will commission the station and provide on-site training on equipment to mechanics that will include all maintenance and operations requirements. Mechanic will work with TruStar Energy trainer during start up to understand all required maintenance and operations requirements.

**Factory Training For– 1 Included**

One week [Monday thru Friday] of compressor maintenance training included at ANGI in Janesville, Wisconsin. Monday and Friday are designated as travel days, with Tuesday thru Thursday being dedicated to classroom and technical training. Customer pays travel and accommodations.

**Weights and Measures– Weights and Measures Included**

Weights and Measures Certification for public resale.



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## WARRANTY OVERVIEW

### WARRANTY TERM

TruStar Energy Operations/Mechanics start up training on site at Customer location for a minimum of up to four (4) days and will initiate warranty start date with equipment manufacturer. Warranty term is 12 months from CNG station startup/commissioning date.

### CONSTRUCTION AND TIME-FILL POST WARRANTY

TruStar Energy offers a one-year warranty on station construction, time-fill posts and hard piping due to manufacturer defects and workmanship. Warranty on these items includes labor & material.

For warranty issues and clarifications related to station construction and time-fill hoses contact:

Customer Service/Warranty  
TruStar Energy  
10225 Philadelphia Court, Rancho Cucamonga, CA 91730  
Phone 909-793-3700  
Contact Mario Rocha via email: [mrocha@trustarenergy.com](mailto:mrocha@trustarenergy.com)

### COMPRESSOR EQUIPMENT WARRANTY

ANGI compressor equipment warranty of 1 year from date of commissioning: Other equipment items may include longer warranties. Warranty on compressor, dryer, control equipment is parts only unless otherwise specified.

For warranty issues and clarifications contact:

Customer Service  
ANGI International, LLC.  
305 West Delavan Drive, Janesville, WI 53546  
Phone 800-955-4626 / Fax 608-531-2635  
Email: [service@angiinternational.com](mailto:service@angiinternational.com)

### Warranty Detail

Construction -All construction related items	12 months from start date	Parts and Labor
Methane Detection System (Shop)	12 months from start date	Parts Only
Compressor (ANGI components)	12 months from start date	Parts Only
All other quoted equipment (dryers, dispensers, etc.)	12 months from start date	Parts Only
Compressors (Ariel Only)		
All components	12 months from start date	Parts and Labor
Cylinder bodies, Pistons, Piston Rods	24 months from start date	Parts Only
Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads, Crosshead Guide Castings	36 months from start date	Parts Only
Crankshaft, Crankshaft Casting, Connecting Rods, Crossheads, Crosshead Guide Castings when maintained with 100% Ariel OEM replacement parts	72 months from start date	Parts Only



02/19/2020 - **Proposal No: 01090277**

Quote Valid until 19/05/20

Compressors (Quincy - ANGI 50) All components	12 months from start date	Parts Only
Sauer (All Compressor Components)	24 months from start date	Parts and Labor

*Warranty terms are as of Jan. 2015 and are subject to revision.*

#### Technical Assistance

ANGI shall provide technical manuals, drawings and/or instructional materials with the equipment purchased hereunder. Unless the sale is of equipment only, ANGI shall provide the services of such number of technicians as may in its sole discretion be required to assist in start-up and in training of purchasers' employees in installation, operation and maintenance of the equipment purchased hereunder. Such technicians shall be provided on an advisory basis only. Purchaser acknowledges that the technical materials supplied are proprietary to ANGI and that the goods manufactured by ANGI are based upon patents, trade secrets, confidential and proprietary information developed by, and the exclusive property of ANGI and its affiliates. For service issues contact:

Customer Service  
ANGI International, LLC.  
305 West Delavan Drive, Janesville, WI 53546  
Phone 800-955-4626 / Fax 608-531-2635 E-mail – [service@angiinternational.com](mailto:service@angiinternational.com)

ANGI Service Contact  
Tim Roach – Service Manager ANGI – Email: [Troach@angienergy.com](mailto:Troach@angienergy.com)  
Mobile Phone – 608-436-9966

TruStar Energy National Service Manager Contact – Dan Kubista  
Service and Technical support available via phone:

**Dan Kubista**  
**1928 32<sup>nd</sup> Ave. NW**  
**Rochester, MN 55901**  
**Cell: (507)440-9318**  
**[dkubista@trustarenergy.com](mailto:dkubista@trustarenergy.com)**



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

## PRICING AND PAYMENT TERMS

### Payment Schedule

- 20% down payment with order
- Remainder to be progress billed as work is completed and equipment ships

### Qualifications:

- Pricing is in US Dollars and is based on equipment supply
- Assuming expedited plan-check through the city and Fire Marshall, we could expect a station delivery and commissioning within 6-7 months from date of order
- TruStar Energy's General Conditions of Supply apply to this quotation
- Warranty is Equipment Manufacturers standard 1-year parts only warranty; labor is excluded.

Schedule of Values	Price
Item	
<b>ENGINEERING</b>	
Grant Processing	\$4,200.00
Design & Engineering	\$54,340.00
Permitting	\$20,635.84
<b>EQUIPMENT</b>	
Compressors	\$480,672.27
Motor Starter with soft starter, transformer	\$34,322.82
Storage Vessels – High Pressure	\$84,087.50
Time-Fill Posts	\$166,815.88
Time-Fill Items (Filters, Miscellaneous)	\$28,551.86
Fast-Fill Priority Panel	\$38,429.06
Fast-Fill Items (Filters, Miscellaneous)	\$14,504.49
Inlet Gas Dryer	\$60,227.94
Back Up Generator/ MTS / ATS, etc.	\$25,516.41
<b>CIVIL CONSTRUCTION</b>	
Compressor Base Area / Property Improvements, etc.	\$313,380.79
Mechanical High / Low Pressure	\$195,896.94
Electrical	\$180,884.96
Project Management	\$81,400.00
Start Up and Commissioning	\$29,560.80
Factory Training	\$997.50
Freight	\$15,000.00
Taxes	\$155,488.38
<b>TOTAL PRICE WITH TAXES AND FREIGHT</b>	\$1,999,763.44
Total Price Without Applicable Taxes	\$1,844,275.06
Required Down Payment	\$399,952.69

## Proposal No: 01090277

Anthony Flynn  
TruStar Sales Representative

\_\_\_\_\_  
TruStar Sales Representative Signature

Date: \_\_\_\_\_

Nick Nabhan  
Specialty Waste & Recycling Representative

\_\_\_\_\_  
Specialty Waste & Recycling Representative Signature

Date: \_\_\_\_\_



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

**Specialty Waste & Recycling Station Build Detailed Schedule of Values:**

Item	Product	Qty	Price
Inlet Gas Dryer	GD-030-S-M-460-150-3	1	\$60,227.94
Commissioning	Weights and Measures	1	\$7,390.20
Civil	Pad for Cascade Tank Storage	1	\$7,150.00
Electrical	20ft Parking Lot Light	1	\$10,296.00
Commissioning	Commissioning 2 Compressors-NM	1	\$22,170.60
Design and Engineering	Design and Engineering Drawings	1	\$54,340.00
Permitting	Permitting	1	\$9,295.00
Compressor	Ariel - ANGI 300 JGQ 200 hp - 50 psi - 473 scfm	2	\$480,672.27
Motor Starter	Motor Starter - Dual 200 hp	1	\$32,266.77
Electrical	TSE Wireless Communication Panel	1	\$9,642.46
Fast Fill Priority Panel	FF / TF Buffer Storage Panel 2 Zone	1	\$38,429.06
Buffer / Cascade Storage	3-Pak 23' tubes - 36,630 scf	1	\$84,087.50
Fast Fill	6 Filters at Priority Panel on Stand	1	\$14,504.49
Civil	Dual ANGI 300 - 600 Pad	1	\$114,400.00
Civil	Trenching inlet gas supply to compressor area (per linear foot)	25	\$2,502.50
Civil	Chain Link Fence for 1 - 2 Compressor Compound	1	\$21,450.00
Civil	Credit Card Reader Installation Labor	2	\$4,432.25
Mechanical Pressures	Base High/Low Pressure - Dual Compressor	1	\$54,000.00
Mechanical Pressures	MHP per Time Fill Run (per ft)	600	\$57,600.00
Mechanical Pressures	MHP - Per Dual Time Fill Post	27	\$75,791.47
Mechanical Pressures	MLP - Regulator and Flex Hose: 2 Compressors	1	\$8,505.47
Electrical	Electrical Base for Dual ANGI 300/600	1	\$135,850.00
Electrical	Electrical per Time Fill Post	27	\$25,096.50
Backup Gen	Manual Transfer Switch - 800 amp (400 total hp capacity)	1	\$25,516.41



02/19/2020 - **Proposal No: 01090277**  
Quote Valid until 19/05/20

Time Fill Posts and Hoses	Dual-Hose Post with 25 ft hose (NGV 1 Type 2)	27	\$154,636.02
Time Fill	2 Filters on Stand (per time fill run)	1	\$6,618.04
Proj Mgmt	Container Delivery	1	\$7,150.00
Proj Mgmt	Medium Projects	1	\$74,250.00
Factory Training	Factory Training	1	\$997.50
AQMD	Grant Processing	1	\$4,200.00
Motor Starter	Motor Starter Cooling Fan	1	\$2,056.05
Time Fill	Micromotion CNG050 Meter	1	\$8,042.32
Time Fill	ANGI 75 HP and Above	2	\$13,891.50
Existing Station Removal	Decommission and remove existing CNG station equipment	1	\$70,880.25
GNA	Grant Development	1	\$11,340.84
Civil	K-Rail with 4" Bollard Protection System - Per truck (12-13 ft space) - Time-Fill Line	54	\$77,785.99
Station	Topology & Geotech	1	\$6,750.00
Civil	MHP and Electrical tie in for existing public fast fill dispenser	1	\$14,779.80
Station	Pull Box	3	\$8,100.00
Time Fill Posts and Hoses	De Fueling Post - Vent back to compressor	1	\$12,179.86

<b>State Tax:</b>	<b>8.5%</b>	<b>\$8.50</b>
<b>Freight:</b>		<b>\$15,000.00</b>
<b>Station Build Total:</b>		<b>\$1,999,763.44</b>
<b>Required Down Payment:</b>		<b>\$399,952.69</b>



## 2021 Container Program(s)

*Prepared For*



Sunnyvale, CA Marketplace

*Presented to*

Specialty Solid Waste & Recycling  
Mr. Nick Nabhan, Facilities Manager  
3355 Thomas Road, Santa Clara, CA 95054  
(408) 566-1810

April 22, 2020

*Estimates*



Operations - 4424 Via De La Plaza, Yorba Linda, CA 92886 Tel 714-469-3571 Fax 714-779-8283  
Administration - 2800 Carrillo Way, Carlsbad, CA 92009 Tel 760-602-8302 Fax 760-602-8346



April 22, 2020

Mr. Nick Nabhan, Facilities Manager  
Specialty Solid Waste & Recycling  
3355 Thomas Road  
Santa Clara, CA 95054

Re: Sunnyvale, CA 2021 Container Program(s)

Dear Nick:

Please find included herein for your review our *Estimates* for the *Sunnyvale-area 2021 Container Program(s)*, as outlined per your email received 4/17.

These *Estimates* represents overall scope of the programs per your correspondence and subsequent discussions. Please let us know if you require any additional information regarding these Estimates or if there's anything more we can provide to assist in your planning.

Thanks Nick, hope you and the family are staying safe and healthy! Talk so you soon.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Lima".

Gary Lima  
Chief Operating Officer

*Specialty Solid Waste & Recycling – Estimates for Waste Services*

**ESTIMATE SUMMARY**

**2021 Container Program(s)**  
***Sunnyvale, CA Marketplace***

***Introduction***

ContainerPros ("ContainerPros" or "CP") is providing these Estimates to Specialty Solid Waste & Recycling ("Specialty" or "SSWR") for potential services to be performed throughout the city of Sunnyvale, CA.

***Scope***

**Service Options**

***Option #1***

Receiving, Assembly & Delivery

- Carts
  - 1000 – 35G Single Stream Carts with snap-on wheels
- Bins
  - 200 – 1YD FEL Containers
    - Apply three decals and decal serial numbers on each bin

***Option #2***

Receiving, Assembly & Delivery

- Carts
  - 1000 – 95G Single Stream Carts with snap-on wheels
- Bins
  - 300 – 1YD FEL Containers
  - 200 – 3YD FEL Containers
  - 30 – 6YD FEL Container
    - Apply three decals and decal serial numbers on each bin

***Option #3***

- Carts
  - 1000 – 35G Single Stream Carts with snap-on wheels
- Bins
  - 100 – 1YD FEL Containers
    - Apply three decals and decal serial numbers on each bin

Estimates reflect the following:

- All deliveries will be made to Commercial and/or Multifamily accounts
- All accounts are new; there are no removals
- Estimates prepared assuming all Options are completely separate of each other

Each of the Options outlined above will require additional commitments from SSWR, including but not limited to, concise account information, route maps, address lists, and other pertinent information. Additionally, CP will be required to include additional services, including but not limited to, providing reporting documentation, exceptions lists, etc. Upon acceptance of an option, and associated general terms outlined above, a formal Agreement with additional requirements, terms and conditions will be entered into by the parties, which will include all responsibilities, detailed scope, timeline(s), etc.

## Financial Estimates

### *Estimated Service Option Costs & Projected Total Costs*

All options below are presented based upon information received, as well as years of experience. However, unknown factors exist across all options, hence, actual versus projections could vary slightly, but is not expected to be material.

<i>Receiving, Assembly &amp; Distribution Estimates</i>		
	Service	Estimated Service Cost      Estimated Project Cost
Option #1:	Carts	\$18,000.00
	Bins	\$18,400.00
		<b>\$36,400.00</b>
Option #2:	Carts	\$18,000.00
	Bins	\$46,110.00
		<b>\$64,110.00</b>
Option #3:	Carts	\$18,000.00
	Bins	\$10,200.00
		<b>\$28,200.00</b>

Estimates include all services outlines above including  
Management, Supervision, Equipment & Supplies

- Disclaimer: *ContainerPros has taken information provided by SSWR and/or their employees to provide the above Estimates. SSWR understands that CP requires verification of accounts via complete route data, which it will need to thoroughly analyze and substantiate. Further, any significant adjustments in the scope that cause a change in the estimated production (more or less than 3%) may materially affect the above Estimates, which may no longer be valid. Upon reaching agreement in principle, a formal Agreement with additional requirements, terms and conditions will be entered into by the parties.*

# Attachment B



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## EXAMPLE ORDINANCE FOR CITY CONSIDERATION

*Note: Language in orange is specific to Specialty's collection proposal to assist the City of Sunnyvale in meeting SB 1383 requirements and not specific to the SB 1383 regulatory language.*

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### ORDINANCE NO. XX

ORDINANCE OF THE CITY OF SUNNYVALE ADDING CHAPTER X.XX TO THE MUNICIPAL CODE:  
MANDATORY COMMERCIAL, RESIDENTIAL, AND MULTI-FAMILY RESIDENTIAL RECYCLING AND  
AMENDING CHAPTER X.XX.XXX OF THE MUNICIPAL CODE:

#### SOLID WASTE – DEFINITIONS

IT IS ORDAINED by the City Council of the City of Sunnyvale as follows:

##### Section 1: RECITALS

WHEREAS, the City of Sunnyvale wishes to increase the rate of recycling and recovery of waste materials in Commercial, Single Family Residential, and Multi-Family Residential properties in the City; and

WHEREAS, increasing such recycling will have several benefits including extending the life of landfills, reducing the City's carbon footprint through the reduction in the creation of methane gases, reduced Solid Waste disposal costs, and continuing to meet and surpass required recycling goals set by State Law; and

WHEREAS, organic waste recovery, including food rescue, is mandated by the State of California under SB 1383; and

WHEREAS, passage of a local Mandatory Commercial and Multi-Family Residential Recycling and Organic Waste Recovery Ordinance will address the need to be covered by the current State Regulations in this area and will avoid the potential of up to \$10,000 per day fine if the City fails to adopt such a local ordinance or follow the State Regulations in this area;

Section 2: Chapter X.XX - MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING AND ORGANIC WASTE RECOVERY is added to the municipal code as follows:

Chapter X.XX -MANDATORY COMMERCIAL AND RESIDENTIAL RECYCLING AND ORGANIC WASTE RECOVERY

X.XX.010 Purpose

X.XX.020 Findings

X.XX.030 Definitions

X.XX.040 Solid Waste Customers

X.XX.050 Commercial Generators

X.XX.060 Multi-family Generators



X.XX.070 Special Events

X.XX.080 Provisions for Self-haulers

X.XX.090 Solid Waste Collectors

X.XX.100 Building Requirements

X.XX.110 Exclusions

X.XX.120 Exemptions

X.XX.130 City Authority

X.XX.140 Administrative Appeal

X.XX.150 Enforcement Goals

X.XX.160 Enforcement for Contamination

X.XX.170 Enforcement for Other Violations

X.XX.180 Penalties

X.XX.190 Implementation Schedule

X.XX.200 Other Provisions

X.XX.210 Disclaimer of Liability

X.XX.220 Duties Discretionary

X.XX.230 Severability

**X.XX.010. Purpose**

The purpose of this Ordinance is to:

a) Establish requirements for the collection and recycling of recyclable materials and collection and recovery of organic materials generated from Commercial Facilities, Residences, Multi-family Dwellings, and Special Events. These requirements are intended to accomplish the following:

- i. Assist the City in complying with the State's solid waste diversion regulations, namely SB 1383.
- ii. Augment voluntary Recycling efforts to further the City's Recycling and diversion goals.
- iii. Reduce greenhouse gas emissions associated with the mining and manufacturing of goods from virgin materials and associated with the disposal of Solid Waste in landfills, and reduce short-lived climate pollutants, such as methane from the decomposition of organics waste in landfill.
- iv. Further protect the natural environment and human health as well as enhance the economy through increased recycling and organic waste recovery activities.

b) Provide for enforcement through the use of fines for violating the requirements of this Ordinance;



- c) Establish a timeline for implementing and enforcing the Ordinance;
- d) Provide exclusions and exemptions for select Solid Waste Customers, Commercial Generators, and Special Events who are not included or able to comply with this Ordinance or for whom the Ordinance poses an undue burden.
- e) Specify a collection program that is consistent with similar programs across the State and that meets the specific needs and infrastructure of the City.

#### **X.XX.020 Findings**

The City Council finds and determines as follows:

- A. The City wishes to maintain a safe, controlled and cost-efficient Commercial and Residential Recycling and Organics Recovery program, which serves as a convenience to the community and preserves the public health and safety.
- B. The City wishes to encourage commercial, Multi-family complexes, and special event recycling and organics recovery in order to reduce impacts to landfill and to reduce greenhouse gas emissions attributable to solid waste.
- C. The City has determined that reducing the amount of solid waste is entering the waste stream in the overall interest of the community, and is required by State mandates under the Integrated Waste Management Act of 1989, the Alternative Compliance Act of 2008 and the California Global Warming Solutions Act of 2006.

#### **X.XX.030. Definitions**

The definitions set forth in Section X.XX.XXX of the Municipal Code shall apply to this chapter.

#### **X.XX.040 Residential Customers**

Each Residential Waste Customer shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

Each Residential Solid Waste Customer shall:

- a. Subscribe to a green waste recovery program, as designated by a container with a green lid. This service will be made available by the City of a franchised waste hauler. A green waste recovery program will not be required of those residences that can demonstrate a lack of generation of green waste, such as a home with no yard. Likewise, houses that demonstrate participation in a community composting or home composting program are similarly exempt.
- b. **Subscribe to a dual-stream recyclables collection program. Split containers for recyclables shall be provided where customers will be asked to place fibers (paper, cardboard etc.) on the side of the container with the dark blue lid, and recyclable containers (glass, plastic and metal) on the side of the container with the light blue lid. Containers and collection services will be offered by the City of Sunnyvale or its franchised waste hauler.**





c. **Subscribe to a food waste collection program (FoodCycle). Food waste bins shall have brown lids and are part of a split garbage container. Customers shall make every effort to place allowed food scraps in the designated side, free from contaminants.** Houses that can demonstrate safe participation in a community or home composting program may request to be exempted from this requirement if such exemptions are available.

d. The franchise hauler will ensure that all Containers used for collecting recyclable materials and organic materials display the appropriate labelling to enable collectors to clearly differentiate which containers are used for recyclable materials, food waste, green waste, and garbage.

e. Residences which are leased to tenants are to ensure that occupants are knowledgeable of the waste sorting requirements. This includes information on the proper sorting of these waste streams. New tenants are to be given information on the proper sorting of waste streams within 14 days of moving into the residence.

f. Generators will be responsible for ensuring that the contents of the recyclable materials and organic materials containers are not collected for garbage disposal. Generators placing prohibited materials in any of the containers may be subject to a fine upon repeated violations as detailed in the enforcement section of this ordinance. Prohibited materials are defined as any materials which are not designated for that container.

g. Generators not using the franchised hauler for organic and recycling services that also have excessive contamination in these streams will be subject to fines and may be required to subscribe to these services from the approved hauler.

h. The franchised waste hauler servicing the residential customers shall:

- **Offer a green container service, a split gray-brown container service, and a split blue-lidded container service to these customers.**
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.

i. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:



- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.050 Commercial Generators**

A “commercial business” or a “commercial generator” are firms, partnerships, proprietorships, joint-stock company, corporation or association whether for-profit or nonprofit, strip malls, or industrial facilities.

Each Commercial Generator shall be responsible for ensuring and demonstrating its compliance with the requirements of this Ordinance.

Each Commercial Generator shall:

- a. Ensure the segregation of recyclable materials and organic materials from garbage by placing each type of material in a separate designated container and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site segregate recyclable materials and organic wastes.
- b. Food waste is to be collected in brown-lidded containers, is collected by the franchised hauler and taken to a facility that recovers food waste.
- c. Subscribe to a dual-stream recyclables collection program. Split containers for recyclables shall be provided where customers will be asked to place fibers (paper, cardboard etc.) in a sperate container with the dark blue lid, and recyclable containers (glass, plastic and metal) will be placed in the collection container with the light blue lid. Materials will be delivered to a facility that recovers source-separated recyclables. Some recyclable containers may be further



specified into separate streams, such as cardboard only. Generators are required to appropriately sort recyclable materials into the appropriate recyclable stream. Non-hazardous wastes that are neither recyclable nor recoverable organic waste are to be sorted into the landfill disposal container, indicated by its black or gray lid.

d. The franchised hauler will provide an adequate number and type of labeled containers for recyclable materials and organic wastes and provide adequate access to these containers. This includes, at a minimum, a black or gray-lidded container for trash, a dark blue-lidded receptacle for recyclable fibers, a light blue container for recyclable containers, and a brown-lidded receptacle for food waste. Additionally, if it is identified that a generator requires a container for green/yard waste they will be provided a green-lidded receptacle for green waste.

e. Generators shall place organic waste diversion bins (brown-lidded or green-lidded) and recycling bins (blue-lidded) wherever trash bins are located. Restrooms are exempt from this requirement.

f. The franchise hauler and City of Sunnyvale shall post and maintain signs containing information and instructions on the proper segregation of recyclable materials and organic materials in areas where containers are located. This includes imagery and language indicating which materials belong in that bin, and which materials are prohibited.

g. Generators shall ensure that all receptacles used for collecting and storing recyclable materials, food waste, and garbage are affixed with signs or labels that display the appropriate information to enable users to clearly differentiate which containers are used for which material to minimize contamination. Signage shall be provided by the City of Sunnyvale and the franchise hauler. They Generator may use its own signage, provided the instructions match approved City of Sunnyvale signage.

h. Generators shall provide adequate instructions to employees, contractors, and volunteers of the requirements of this Ordinance, including the requirement and procedures to ensure the segregation of recyclable materials and food waste from garbage.

i. To the greatest extent possible, businesses shall recover edible food that would otherwise be wasted. These businesses shall have a written agreement with a food recovery agency to recover the food. Such an agreement may allow for the business to self-haul the rescued food to the food recovery agency, or arrange for the food to be collected on site by the food recovery agency. This requirement shall be in place January 1<sup>st</sup> 2022. Businesses not appearing on either lists are exempt from this requirement altogether:

- Supermarkets
- Grocery Stores larger than 10,000 square feet
- Food service provider
- Food distributor
- Wholesale food vendor.

The following businesses are exempt from the requirements of this section until January 1<sup>st</sup> 2024.

- Restaurants with 250 or more seats, or greater than 5,000 square feet in size.



- Hotels with an on-site food facility and more than 200 rooms.
- Health facilities with on-site food facilities that have more than 100 beds.
- State agencies with cafeterias greater than 5,000 square feet or more than 250 seats.
- Education facilities with on-site food facilities.
- Events or venues attended by 2,000 or more

j. Generators are forbidden from intentionally spoiling food to circumvent the edible food requirement.

k. Ensure that instructions or training materials provided to employees, contractors, and volunteers are made available to the City upon request.

l. Ensure that the contents of containers are deposited in the proper container. Generators utilizing the franchised hauler for organic and recycling services may be subject to a fine for placing prohibited materials in any container.

m. Generators not using the franchised hauler for organic and recycling services that have excessive contamination in these streams will be subject to fines and may be additionally required to subscribe to these services from the approved hauler.

n. The franchised waste hauler servicing the commercial customers shall:

- Offer a brown food waste container service, green container service and a blue recycling container service to these customers.
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.
- Provide food rescue education and outreach information developed by the City to the businesses subject to the food rescue requirement discussed above.

m. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.



- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.060 Multi-family Generators**

Multi-family dwelling means any housing unit where two (2) or more dwellings are separated by a common wall, floor or ceiling, including but not limited to apartments, condominiums and townhouses. Each Multi-family Generator shall:

- a. Participate in programs covered by this Ordinance that require Segregating Recyclable Materials from Garbage and depositing them in designated blue-lidded containers. These containers are available from the City's franchised waste hauler and will be taken to a materials recovery facility for processing.
- b. Participate in organic waste diversion programs by separating food waste from garbage and placing it in a designated container. These containers will be identified by brown lids and will be collected for food waste diversion programs by the franchised hauler.
- c. Multi-family complexes that generate green waste shall not place green waste in the trash or recyclables receptacles. Instead green waste is to be placed in designated green waste containers for organic waste recovery if available. Alternatively, green waste can be hauled off site by contractors working as groundskeepers for the Multi-family complex. In this instance, the groundskeepers are required to discard the green waste at a facility that recovers such waste. Multi-family complexes may also utilize on site composting or community garden programs to manage green waste.
- d. Multi-family complexes' recyclables containers, as designated by blue lids, are subject to route reviews to ascertain the level of contamination in these bins. Blue bins contaminated with prohibited materials such as landfill waste or organic waste are subject to a Notice of Violation and ultimately a fine if violations continue. Similarly, it is forbidden to place recoverable



recyclables or organics in black bins. All containers will be labelled with which materials are allowed and which materials are prohibited.

e. Beginning April 2022, Multi-family complexes waste streams are subject to route reviews conducted by the hauler, the City, or an agent thereof to determine compliance with the State's waste and recycling laws.

f. Multi-family residences are to provide new tenants information on the proper sorting and disposal of garbage, recycling, and organic waste to new tenants within 14 days of their occupancy at the complex.

g. The franchised waste hauler servicing the Multi-family residential customers shall:

- Offer a brown-lidded food waste container service, and a blue-lidded recycling container service to these customers.
- Ensure proper labelling is on all containers provided to customers.
- Keep a record of all customers that have opted out of any of the services. This list is to be given to the City annually and upon request.
- Provide a list of all the facilities which the hauler brings the organic waste collected on these routes. This list shall include the amounts and route type for each material hauled.
- Conduct route reviews annually of these customers. During route review, the hauler will inspect each type of service container for prohibited materials. If prohibited materials are found, the hauler shall contact the generator with a notice, report the findings to the City, and re-inspect the generator within 60 days. Route reviews shall have the following minimum audits per material stream:
  - 1 – 1,499 generators: Minimum of 25 samples.
  - 1,500 – 3,999 generators: Minimum of 30 samples.
  - 4,000 – 6,999 generators: Minimum of 35 samples.
  - 7,000 or more generators: Minimum of 40 samples.

h. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris.





Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.

- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.070 Special Events**

Special Events shall be responsible for ensuring and demonstrating compliance with the requirements of this Ordinance. In addition to other requirements in this ordinance and the Municipal Code, each Special Event shall:

- a. Segregate recyclable Materials and, for Special Events that have more than 2,000 attendees Establishments, Organic Materials from Garbage by placing each type of material in a separate designated Receptacle or Container and ensure that employees, contractors, volunteers, customers, visitors, and other persons on site Segregate Recyclable Materials and, for Food Service Establishments, Organic Materials.
- b. Ensure the Special Event has access to an adequate number and type of containers needed for collecting and storing Recyclable Materials, and, when applicable, Organic Materials generated at and by the Special Event.
- c. Provide or ensure the provision of adequate containers throughout the Special Event location to make the Segregation of Recyclable Materials and Organic Materials convenient for employees, volunteers, contractors, vendors, exhibitors, presenters, visitors, attendees, customers, and other persons on site.
- d. Provide or ensure the provision of an equal or greater number of containers for recyclable materials and, when applicable, organic materials as are in place for garbage. Individual containers for Recyclable materials, organic materials, and garbage shall be placed as close together as possible throughout the Special Event location in order to provide equally convenient access to Receptacles for Recyclable materials and organic materials as to containers for garbage.
- e. Ensure that all Receptacles used for Segregating and storing Recyclable Materials, Organic Materials, and Garbage are affixed with signs or labels that display the appropriate information to enable users to accurately Segregate Solid Waste and to clearly differentiate which Receptacles are used for Recyclable Materials, Organic Materials, and Garbage, to minimize the Contamination of material placed in Receptacles.
- f. Require food vendors and Food Service Establishments to have at least one separate Receptacle each for Recyclable Materials, Organic Materials, and Garbage for use by employees, contractors, custodians, customers, visitors, and other persons on site.





g. Distribute Ordinance requirements and appropriate informational materials to all vendors, exhibitors, and other Commercial Generators during event planning and set up.

h. Ensure that the contents of the containers for recyclable materials and organic materials are not delivered to garbage containers unless they include unacceptable levels of Contamination.

i. In the event that the generator arranges for pickup and disposal of a large waste container, sometimes known as a debris box, from a private contractor the following apply:

- The container shall be labelled with the accepted and prohibited materials, including imagery and examples of what does and does not belong in the container.
- The container shall be green if it is designated for green waste and hauled to a facility that recovers green waste.
- The container shall be brown if it is for source separated food waste and is taken to a facility that recovers food waste.
- The container shall be blue if it accepts recyclable material and is taken to a materials recovery facility.
- The container shall be grey or black for mixed wastes that do not contain recyclable or recoverable organics.
- A container designated for construction and demolition debris may be any other color than the colors above. Construction and demolition debris boxes must be labelled accordingly and taken only to facilities that recovery construction and demolition debris. Untreated wood wastes from these containers are considered organic and must be diverted at these facilities.
- Haulers of these containers must keep records of the amounts hauled, the type of waste hauled, and the destination facility. These records are to be provided to the city annually.
- These boxes are subject to inspection. In the event that recoverable organics or recyclables are found in a bin destined for disposal, the generator is subject to a violation and the receptacle may be impounded.

#### **X.XX.080 Provisions for Self-haulers**

Nothing in this Ordinance shall preclude any person, Solid Waste Customer, Commercial Generator, Multi-family Generator, or Special Event from Self Hauling Recyclable Materials or Organic Materials generated by that entity to a Recycling or Organics Processing facility.

Self-haulers shall:

a. Deliver source separated streams of material, i.e. green waste, recyclables, and food waste only to facilities that accept these source separated wastes for recovery. It is forbidden to haul these materials to a disposal facility.

b. Provide proof of compliance with this Ordinance, upon request by the City; proof includes but is not limited to a receipt from a Recycling or Organics Processing facility that clearly identifies the type and quantity of material delivered. These records are to be shared annually with the City.



c. Debris boxes and large waste containers serviced by a private contractor are subject to the same diversion requirements as the source separated containers provided by the franchised hauler. Debris boxes must be free of recoverable organics and recyclables if taken to a disposal facility.

#### **X.XX.090 Solid Waste Collectors**

Recycling and Organic Materials Collectors, who are not the franchise hauler for the City, shall obtain and maintain a business registration with the City. They are required to meet the following requirements per this ordinance:

- a. Solid Waste Collectors shall keep separate recyclable materials, and organic materials that have been segregated into separate containers by generators.
- b. Solid Waste Collectors shall ensure that segregated recyclable materials are delivered to a recycling facility and that segregated organic materials are delivered to an organics processing facility, except if container that has unacceptable levels of contamination. Overly contaminated containers may be delivered for garbage disposal if the solid waste collector notifies the City of the occurrence; the date of the occurrence; and the account name, primary contact, phone number, billing address, and service address for the solid waste customer at which the container is located.
- c. Within five (5) days of request by the City, Solid Waste Collectors shall provide progress reports providing the following information, at a minimum:
  - i. Total number of Customers to whom the Solid Waste Collector currently provides Garbage, Recyclable Materials, and Organic Materials Collection service within the City's boundaries;
  - ii. For each Solid Waste Customer, the account name, identifying number, primary contact, phone number, billing address, and service address;
  - iii. Information on the type of Collection service provided, such as Garbage, Recyclable Materials, or Organic Materials services;
  - iv. The weekly volume and type of Collection service provided, including the number, type, and size of Containers serviced and the days of service for each Container;
  - v. Name and location of the Solid Waste Facilities where materials are delivered for processing;
  - vi. List of accounts not in compliance with this Ordinance, including whether they are excluded or exempt.

#### **X.XX.100. Buildings**

This ordinance, in keeping with statewide laws, has requirements for the construction of all new buildings effective January 1, 2022. Buildings that begin construction after January 1, 2022 are required to meet the following criteria.



a. Buildings must meet the following provisions of the California Green Building Standards Code, California Code of Regulations Title 24, Part 11 as amended July 1, 2019 and effective January 1, 2020:

- Section 4.410.2 Recycling by Occupants Residential and Section 5.410.1 Recycling by Occupants Non-residential.
- For organic waste commingled with construction and demolition debris, Section 4.408.1 Construction Waste Management Residential and Section 5.408.1 Construction Waste Management non-residential.

b. Buildings shall meet the requirements of Section 492.6(a)(3) (B), (C), (D), and (G) of the Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the California Code of Regulations as amended September 15, 2015.

c. Buildings whose design relies on waste chutes shall provide, at a minimum, separate chutes for each waste type: organic, recyclables, and garbage.

#### X.XX.110. Exemptions

[This section is designed to provide exemptions to businesses that do not need to comply with this regulation]

#### X.XX.120. Waivers

a. Types of Waivers: Solid Waste Customers, Commercial Generators, and Special Events may be waived of all, or some, of the requirements of this Ordinance if the City determines that any of the following waiver types apply.

- Physical Space Waiver: The generator may meet the requirements under the "Physical Space Waiver" because it is determined by the City that there is inadequate space required to safely store containers for Recyclable Materials and/or Organic Materials on site and that it is infeasible for the Solid Waste Customer to share Recyclable Materials or Organic Materials Containers with adjacent Commercial Facilities or Multi-family Dwellings. Under a physical space waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- De Minimis Waiver: If the generator's total solid waste collection services is 2 cubic yards or more per week, where the organic waste subject to recycling or organics collection is less than 20 gallons per week per container, they may be eligible for a de minimis waiver. Additionally, a generator may also apply for a de minimis waiver if they generate less than two cubic yards per week *and* produces less than 10 gallons of the divertible waste per week. Generators may seek waivers for both recyclable blue-bin waste and brown-bin waste if the generator if they meet these requirements. Under a de minimis waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.
- Logistics Waiver: The City will work with businesses and property owners to find opportunities and workable solutions for the diversion of organic waste and recyclables. If all workable options have been exhausted without a viable solution, then the business or property may apply for a logistics waiver. Under such a waiver,



the unseparated waste would undergo material recovery processing to recover recyclables and organics. The City may waive a commercial business' or property owner's obligation to comply with some or all of the organic waste collection service requirements of this ordinance if the commercial business or property owner provides documentation, or the jurisdiction has evidence from its staff, a hauler, licensed architect, engineer, or similarly qualified source demonstrating that its premises lack adequate space for separating any of the organic waste containers.

- Other: Compliance with this Ordinance will result in violating City zoning or other regulations. Under an "other" waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.

b. Waiver Process: The following steps are to be completed prior to the issuance of a City waiver to exempt a customer from subscribing to any otherwise required diversion service.

- Step One: The Solid Waste Customer, Commercial Generator, Franchise Hauler or Special Event shall petition the City with a written request for an exemption documenting the circumstances of a claimed exemption.
- Step Two: The City may visit the Solid Waste Customer's, Commercial Generator's, or Special Event's site; examine the containers for Garbage, Recyclable Materials, or Organic Materials; or take other actions to verify the circumstances identified in the petition. The Solid Waste Customer, Commercial Generator, or Special Event requesting an exemption shall not be granted an exemption from the requirements of this Ordinance if the City determines that (i) Recyclable Materials or Organic Materials are generated on site, (ii) it is feasible to place Containers and Receptacles for Recyclable Materials and, as necessary, for Organic Materials to be placed on site, and (iii) it is feasible for to share Recycling Containers with an adjacent Commercial Facility, or Multi-family Dwelling.
- Step Three: The City issues a waiver if it is deemed permissible under the above requirements. The City may impose an administrative fee on petitioning entities to cover the costs of processing such petitions.
- Step Four: The Solid Waste Customer, Commercial Generator, or Special Event that is granted an exemption from the requirements of this Ordinance is to submit a renewal of its petition for an exemption every two years from the date the exemption was granted by the City.

c. Physical Space Waiver Criteria: Waivers obtained under the physical space justification, at least one of the following criteria must be met to receive a waiver:

- The building operates using waste chutes, does not have adequate chutes for source-separated wastes, *AND* the building was designed and approved for building prior to this ordinance.
- The building does not have any other means to adequately sperate food scraps through the use of janitorial, or other staff, from the solid waste stream.

#### **X.XX.130 City Authority**

The City or its designee is authorized to administer and enforce the provisions of this Ordinance. To the extent permitted by law, the City or its designee may inspect any collection container at a Commercial Facility, Multi-family Dwelling, or Special Event and any Solid Waste Collector's load for garbage,



recyclable materials, or organic Materials. To the extent permitted by law, the City or its designee may also inspect the premises of any Commercial Facility, residence, Multi-family Dwelling, or Special Event to determine compliance with the provisions of this Ordinance.

#### **X.XX.140 Administrative Appeal**

Unless otherwise expressly provided by the City Municipal Code, any person adversely and directly affected by any determination made or action taken by the City pursuant to the provisions of this Ordinance may file an administrative appeal with the City Clerk. If no appeal is filed within ten (10) days under the municipal code City administrative appeal procedures at Section 1.25 of the Municipal Code, the determination of the City shall be final.

#### **X.XX.150 Enforcement Goals**

The City shall enforce this Ordinance with the goal of maximizing the amount of recyclable materials and organic materials are both properly segregated at the point of generation and ensuring the segregated materials are correctly collected and delivered to recycling and organics processing facilities.

The City or its designee shall conduct the following activities to enforce this ordinance:

- a. Provide details on the requirements of this Ordinance to affected Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events;
- b. Develop and disseminate public education and promotional materials relating to the importance of Recycling and Organics Processing and the availability of Recycling and Organics Processing opportunities available to Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events;
- c. Provide technical assistance and training to Solid Waste Customers, Commercial Generators, Multi-family Generators, and Special Events to increase recycling;
- d. Enforce provisions of the Franchise Agreement for Collection of Recyclable Materials, Organic Materials, and Garbage with the Franchisee to stimulate demand for Recyclable Materials and Organic Materials collection service.

#### **X.XX.160 Enforcement for Contamination**

Enforcement of this Ordinance regarding contamination in containers for Garbage, Recyclable Materials, and Organic Materials shall be carried out by the City or its designee in a three-step process, as follows:

- a. Step One — Issuance of a Notice of Violation: If the City, its designee, or its franchised hauler observes prohibited material in any of the containers set out by the generator, they will issue a Notice of Violation within **60 days** of the observation. This notice will include the name of the violating entity, a date and description of the nature of the violation, information on the correct course of action, the regulatory section number violated, the date by which compliance must be achieved, and the penalty for not achieving compliance by that date. The compliance-by date shall be within **90 days** of the Notice of Violation.



**b. Step Two —Follow up to Notice:** The City or its designee will conduct a follow up inspection within 90 days of the issuance of the Notice of Violation. If the generator continues to violate, the generator is subject to the following penalties.

- For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.

**c. Step Three – Continued Monitoring:** After the issuance of the first penalty, the City or its agent will continue to inspect the generator for compliance at least every 90 days. This will occur until the compliance is achieved. Failure to resolve the violation will result in subsequent penalties to the generator as follows:

- For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
- For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by the franchised hauler, the container may be impounded by the franchised hauler.

#### **X.XX.170 Enforcement for Other Violations**

Enforcement of this Ordinance regarding violations of this Ordinance by Solid Waste Customers, Commercial Generators, or Special Events, excluding Contamination in Containers for Garbage, Recyclable Materials, and Organic Materials, shall be carried out by the City. These violations could result from failure to subscribe to the required level of service, failure to participate in food rescue program, self-hauling organic waste to a disposal facility, or any other violation of this ordinance. The penalty process for such violations are as follows:

**a. Step One — Issuance of a Notice of Violation.** Should the City determine that a residential generator, a commercial generator, or a Special Event or venue has violated any requirement of this ordinance that generator is subject to penalties. Upon initial violation of this ordinance, the City is to provide a written Notice of Violation within 60 days to the generator. This notice will include the name of the violating entity, a date and description of the nature of the violation, information on the correct course of action, the regulatory section number violated, the date by which compliance must be achieved, and the penalty for not achieving compliance by that date. The compliance-by date shall be within 90 days of the Notice of Violation.

**b. Step Two —Follow up to Notice:** The City or its designee will conduct a follow up inspection within 90 days of the issuance of the Notice of Violation. If the generator continues to violate, the generator is subject to the following penalties.

- For a first violation, the penalty shall be a fine of no less than \$50 and no more than \$100.

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- For a second violation, the penalty shall be a fine of no less than \$100 and no more than \$200.
- For the third violation and each subsequent violation, the penalty shall be a fine of no less than \$250 and no more than \$500. If the third violation occurs in a recycling or organics recycling bin not serviced by the franchised hauler, the container may be impounded by the franchised hauler.

#### **X.XX.180 Penalties**

The City may issue administrative fines for violating this Ordinance or any rule or regulation adopted pursuant to this Ordinance, except as otherwise provided in this Ordinance. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Ordinance and any rule or regulation adopted pursuant to this Ordinance.

A Violation Notice shall be issued and served upon the Solid Waste Collector, Solid Waste Customer, Commercial Generator, or Special Event for violations of this Ordinance. For violations for which a Violation Notice is served, public nuisance proceedings and/or code enforcement proceedings under the City's Code shall apply, in addition to the administrative penalties approved by resolution of the City governing body, as modified from time to time.

All administrative civil penalties collected from actions brought pursuant to this Ordinance shall be paid to the City and shall be deposited into a special account (or Solid Waste account) that is available to fund activities to implement the applicable provisions of this Ordinance.

The City Attorney may seek injunctive relief or civil penalties in the Superior Court in addition to the above remedies and penalties.

#### **X.XX.190 Implementation Schedule**

The schedule for enforcement of this Ordinance shall be implemented **January 1<sup>st</sup> 2021**.

#### **X.XX.200 Other Provisions**

##### **a. No Other Powers Affected**

This Ordinance does not do any of the following:

- i. Otherwise affect the authority of the City, or designee to take any other action authorized by any other provision of law.
- ii. Restrict the power of a city attorney, district attorney, or the Attorney General to bring in the name of the people of California, any criminal proceeding otherwise authorized by law.
- iii. Prevent the City or designee from cooperating with, or participating in, a proceeding.
- iv. Affect in any way existing contractual arrangements including franchises, permits, or licenses previously granted or entered into between the Solid Waste Collectors and City.

##### **b. Cumulative Remedies**





Any remedy provided under this Ordinance is cumulative to any other remedy provided in equity or at law. Nothing in this Ordinance shall be deemed to limit the right of the City or its Solid Waste Operators to bring a civil action; nor shall a conviction for such violation exempt any person from a civil action brought by the City or its Solid Waste Operators. The fees and penalties imposed under this article shall constitute a civil debt and liability owing to the City from the persons, firms, or corporations using or chargeable for such services and shall be collectible in the manner provided by law.

**c. Liability**

Nothing in this article shall be deemed to impose any liability upon the City or upon any of its officers or employees including without limitation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA).

**X.XX.210 Disclaimer of Liability**

The degree of protection required by this Ordinance is considered to be reasonable for regulatory purposes. The standards set forth in this Ordinance are minimal standards and do not imply that compliance will ensure safe handling of Recyclable Materials, Organic Materials, or Garbage. This Ordinance shall not create liability on the part of the City, or any of its officers or employees, for any damages that result from reliance on this Ordinance or any administrative decision lawfully made in accordance with this Ordinance. All persons handling Solid Waste within the boundaries of the City should be and are advised to conduct their own inquiry as to the handling of such materials. In undertaking the implementation of this Ordinance, the City is assuming an undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officer and employees, an obligation for breach of which it is liable in money damages to any person who claims that such breach proximately caused injury.

**X.XX.220 Duties Discretionary**

Subject to the limitations of due process and applicable requirements of State or federal laws, and notwithstanding any other provisions of this Ordinance, whenever the words “shall” or “must” are used in establishing a responsibility or duty of the City, its elected or appointed officers, employees or agents, it is the legislative intent that such words establish a discretionary responsibility or duty requiring the exercise of judgment and discretion.

**X.XX.230 Severability**

If any section, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance. City hereby declares that it would have passed this Ordinance and adopted this article and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

Section 3: Chapter X.XX– SOLID WASTE - DEFINITIONS is amended in the municipal code as follows:

**Chapter X.XX**



## SOLID WASTE

### **X.XX.030 Definitions**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section, unless from the context a different meaning is specifically defined and more particularly directed to the use of such words or phrases:

"Animal Waste" means manure, fertilizer or any form of solid excrement produced by any and all forms of domestic or commercial animals.

"Business" means any person or entity that possesses or is required to possess a business registration certificate.

"Bottles and Jars" means glass and plastic containers, including household and kitchen containers.

"Cardboard" means post-consumer waste paper grade corrugated cardboard (#11) or solid fiber boxes which have served their packaging purposes and are discarded and can later be reclaimed for collection and recovery for recycling.

"City" means the City of Sunnyvale.

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste, Targeted Recyclable Materials, Organic Materials, or other materials within and from City.

"Commercial Facility" means any property used for conducting business, including but not limited to a Food Service Establishment, retail facility, office, manufacturing facility, markets, office buildings, hotels, motels, shopping centers, and theaters; any educational, professional, commercial, governmental, institutional, or industrial establishment or facility of any nature whatsoever, except residential, where there is a generation of Solid Waste, including but not limited to non-residential sites used by charitable or non-profit organizations; properties and sites used for Special Events; or other non-residential properties located within the boundaries of the Agency.

"Commercial Generator" means any legal entity, except a Special Event, that generates Solid Waste at a Commercial Facility, who may include Businesses; charitable or non-profit organizations, including hospitals, educational institutions, and civic or religious organizations; governmental organizations, agencies, or entities; and non-residential tenants or entities that lease or occupy space. Commercial Generator also includes the Agency and its facilities and non-residential properties.

"Composting" means the controlled biological decomposition of organic wastes that are source separated from the solid waste stream. Such organic wastes include vegetable, animal, yard and wood wastes which are not hazardous wastes.

"Construction and Demolition Debris" and "C&D" means materials resulting from construction, renovation, remodeling, repair, or demolition operations on any Residential, Commercial or other structure or pavement.

"Construction Waste" means tile rubble resulting from construction, remodeling, repair and demolition activities on housing, commercial or governmental buildings and any other structure and pavement.



"Container" means any bin used to store Garbage, Recyclable Materials, or Organic Materials and from which Solid Waste Collectors collect these materials. Containers include, but are not limited to, metal or plastic cans, carts, bins, and drop boxes.

"Contamination" means (i) all materials other than those defined as Recyclable Materials that were placed in a Container designated for Recyclable Materials or were Collected by a Solid Waste Collector with Recyclable Materials; (ii) all materials other than those defined as Organic Materials that were placed in a Container designated for Organic Materials or were Collected by Solid Waste Collector with Organic Materials; or (iii) Recyclable Materials, and Organic Materials in the case of a Food Service Establishment, that were placed in a Container designated for Garbage or were Collected by a Solid Waste Collector with Garbage .

"Discarded Material" means Solid Waste, Targeted Recyclable Materials, and Organic Materials placed by a Generator in a Container and/or at a location that is designated for Collection pursuant to the Agency's Municipal Code. Discarded Material shall become the property of Contractor pursuant to California Public Resources Code Section 41950 until delivery to the Designated Transfer and Processing Facility.

"Disposal" means the ultimate disposition of Solid Waste Collected by Contractor at a Disposal Site.

"Food Service Establishment" means any and all restaurants, sales outlets, stores, shops, manufacturers, processors, vehicles or other places of business located or operating within the Agency that function primarily to sell, manufacture, process, or distribute foods or beverages to consumers or other businesses.

"Franchisee" means any solid waste collector authorized by the City Council pursuant to the procedures established in this chapter.

"Garbage" means material that is designated for Collection by the Solid Waste Collector and does not include Recyclable Materials or, in the case of Food Service Establishments, Organic Materials. The term Garbage does not include hazardous waste, as defined in California Health and Safety Code Sections 25117 and 25141.

"Garbage Disposal" means the final disposition of Garbage onto land, including at a permitted landfill, or into the atmosphere, including through incineration. Garbage Disposal does not include Recycling or Organics Processing.

"Multi-Family Dwelling" means a residential structure with five or more residences.

"Multi-Family Generator" means tenants, residents, other occupants, and custodians or janitors of Multi-family Dwellings.

"Noncombustible Rubbish" means ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flames of ordinary temperature.

"Organic Materials" means biodegradable materials that can be Segregated from Garbage and Recyclable Materials for the purpose of Composting, anaerobic digestion, or processing with other Organics Processing methods. Organic Materials include any materials identified by the Agency that can



be feasibly collected and marketed for Organics Processing, including but not limited to yard waste, plant trimmings, food scraps, and paper and paper products that can be Composted but not Recycled.

“Organic Materials Collector” means any person or persons, firm, partnership, joint venture, association or corporation engaged in the Collection or transportation of Organic Materials generated in the City.

“Organics Processing” means the composting, anaerobic digestion, or other beneficial use, as defined by the City, of Organic Materials.

“Owner” means the Person holding legal title to the real property constituting the Premises to which Solid Waste, Targeted Recyclable Materials, and/or Organic Materials Collection service is provided.

“Occupant” means a Person who occupies a Premise.

“Premise” means any land or building where Solid Waste, Recyclable Materials, or Organic Materials is generated or accumulated.

“Person” means any individual, firm, corporation, association, or group or any combination thereof acting as a unit.

“Place of Business” means any hotel, motel, trailer court, restaurant, cafeteria, market, hospital or any educational, professional, commercial or industrial establishment of any nature whatsoever where there is a generation of solid waste.

“Receptacle” means a bin used for the temporary collection and storage of Solid Waste, whose contents are periodically transferred to a larger Container from which a Solid Waste Collector directly Collects the Solid Waste.

“Recycling Collector” means any person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and transportation Recyclable Materials generated in the City.

“Recyclable Materials” or “Recyclable” means materials that can be Segregated from Garbage and Organic Materials prior to Collection for the purpose of reusing or returning these materials in the form of raw materials for new, used, or reconstituted products which meet the quality standard necessary to be used in the marketplace. Recyclable Materials include any materials identified by the Agency that can be feasibly collected and marketed for Recycling by the City’s Franchisee, including, but not limited to, paper and paper products, chipboard, cardboard, plastic food and beverage containers, and glass jars and bottles, aluminum, tin and bi-metal cans.

“Recycle” or “Recycling” means the process of collecting, sorting, cleaning, treating, and reconstituting materials that would otherwise be disposed by Garbage Disposal and then returning these materials for use or reuse in the form of raw materials for new, used, or reconstituted products which meet the quality standard necessary to be used in the market place as defined in Public Resources Code 40180. Recycling does not include burning, incinerating, or thermally destroying Solid Waste, as defined in Public Resources Code Section 40201. The City shall specify additional materials covered under the Ordinance at its discretion.

“Recycling Operator” means a person or persons, firm, partnership, joint venture, association or corporation engaged in the collection and recycling of recyclable materials.



“Self Haul” means to transport one’s own Recyclable Materials to a Recycling facility or Organic Materials to an Organics Processing facility by using a vehicle owned by the transporting entity rather than using the hauling services of a Solid Waste Collector.

“Self Hauler” means a Solid Waste Customer, Commercial Generator, Multi-family Generator, or Special Event that transports its own Recyclable Materials to a Recycling facility or Organic Materials to an Organics Processing facility by using a vehicle owned by that transporting entity rather than using the hauling services of a Solid Waste Collector.

“Special Event” means a community, public, commercial, recreational, or any other large event.

“Solid Waste” means all putrescible and nonputrescible 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 semisolid wastes and other discarded solid and semi-solid wastes. “Solid waste” does not include hazardous waste as defined in Section 40141 of the Public Resources Code.

“Solid Waste Customer” means the legal entity responsible for managing Solid Waste at a Commercial Facility or Multi-family Dwelling, including subscribing to Solid Waste Collection services with a Solid Waste Collector or Self Hauling Solid Waste, or the entity to whom the Solid Waste Collector submits billing invoices for Collection from a Commercial Facility or Multi-family Dwelling.

“Solid Waste Collector” means any person or persons, firm, partnership, joint venture, association, or corporation engaged in the Collection or transportation, Disposal, Garbage Disposal, Recycling, or Organic Processing of Solid Waste generated within all or part of the jurisdictional boundaries of Agency, including Franchisees, Recycling Collectors, and Organic Materials Collectors.

“Solid Waste Disposal” includes the collecting, transporting and disposal of solid waste generated within the City.

“Solid Waste Facility” means any recycling center, materials recovery facility, intermediate processing center, incineration facility or landfill where solid waste may be taken for immediate processing or final disposal. “Solid waste facility” includes a solid waste transfer or processing station and a composting, transformation or disposal facility.

“Segregate” means any of the following: the placement of Recyclable Materials, Organic Materials, and Garbage each in separate and designated Containers; the binding of Recyclable Materials separately from other waste material; the physical separation from each other of Recyclable Materials, Organic Materials, and Garbage.

“Wood Wastes” means lumber and wood products but excludes painted wood, wood treated with chemicals and pressure-treated wood.

“Yard Wastes” means leaves, grass, weeds and wood materials from trees and shrubs. (Ord.

1238 § 1 (part), 1998)

Section 4: The City Clerk is hereby directed to publish this ordinance, or the title hereof as a summary, pursuant to state statute.



Section 5: This ordinance shall take effect and be in force on the thirtieth (30th) day from and after its final passage.

INTRODUCED on the XXth day of XXXXXX 2020.

PASSED AND ADOPTED as an Ordinance of the City of Sunnyvale at a regular meeting thereof held on the XXth day of XXXXX 20XX by the following vote:

AYES, COUNCIL MEMBERS: \_\_\_\_\_

NOES, COUNCIL MEMBERS: \_\_\_\_\_

ABSENT, COUNCIL MEMBERS: \_\_\_\_\_

\_\_\_\_\_

MAYOR of the City of Sunnyvale

ATTEST: \_\_\_\_\_

CITY CLERK of the City of Sunnyvale

**INDIVIDUAL CUSTOMER INFORMATION REMOVED FOR  
CONFIDENTIALITY.**



# Attachment D



## City of Sunnyvale

Calculation of Procurement Requirement			
	Amount	Units	Source
Population of Most Recent Year	155,567	People	Department of Finance
Compost Equivalent Procurement	0.08	Tons/Person/Year	SB 1383 ( Section 18993.1)
Organic Waste Procurement Target	12,445	Tons/Year	SB 1383 ( Section 18993.1)

Equivalencies - (18993.1)(g)			
Procurement	Ratio	Amount	Units
Diesel Gallon Equivalents - RNG	21	261,353	Diesel Gallon Equivalents (DGE)
kWh RNG electricity	242	3,011,777	Kilowatt-Hours
Heating Derived from Renewable Gas	22	273,798	therms
650 kWh biomass conversion	650	8,089,484	Kilowatt-Hours
0.58 tons of compost	0.58	7,218	tons
1 ton of mulch	1	12,445	tons

### Compost

7,218 tons

Application at least  
10 tons at a half  
inch deep.

Acres Treated:  
722

### Mulch

12,445 tons

Application at 100  
tons per acre at two  
inches deep.

Acres Treated:  
124

### Bioenergy

8,089 mWh

680 Households  
powered per year.

Houses Powered:  
11,896

### RNG

261,353 DGE

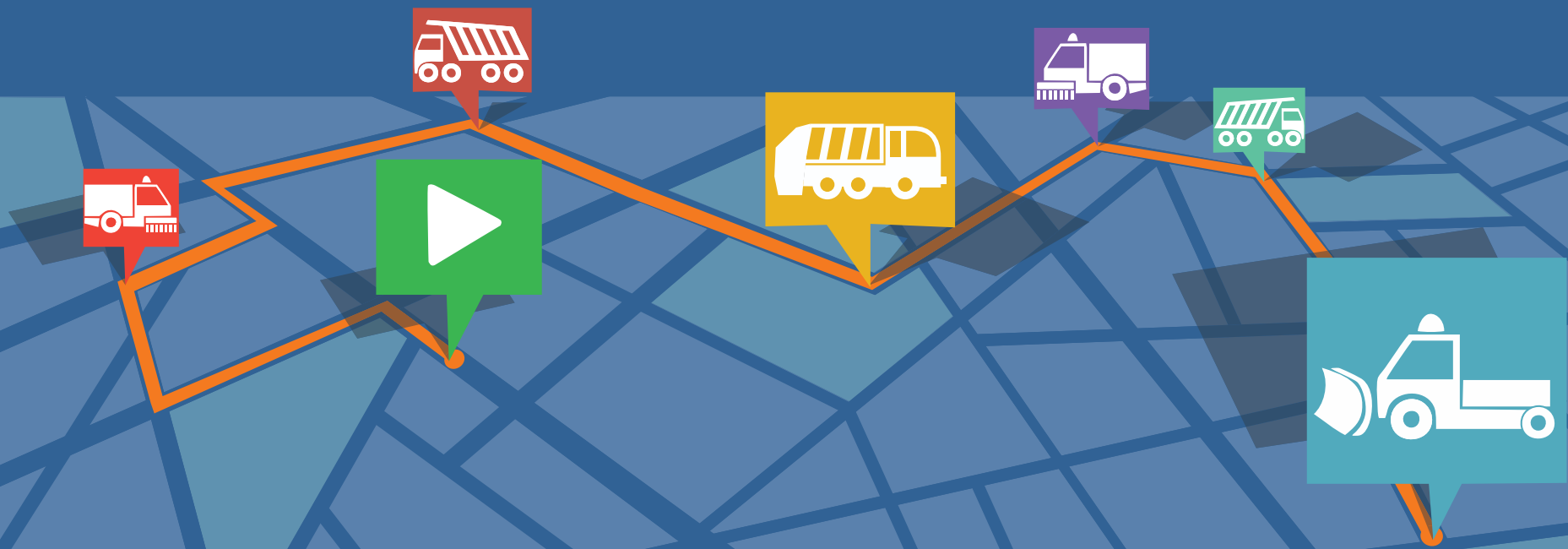
13,000 DGE per  
Year Per Truck.

Trucks Fueled:  
20

# Attachment E

# Route Optimization Procurement for the Public Works Industry

## A Step-by-Step Guide for Assembling an Effective RFP






## About this guide...

Nearly every public works process can be enhanced by using geographic information. This is why more and more municipalities are looking to route optimization to visualize their data to improve the effectiveness of field operations.

When assembling a Request for Proposal (RFP) for procurement of a routing solution, it is critical to know what to look for.

To issue an effective RFP that returns comprehensive proposals, you need to invest time, thorough research and measurement of all available routing solutions to ensure the right one is selected.



This step-by-step guide is designed to help you through the decision-making process as you look for ways to improve your waste collection routes and operational effectiveness.

#1

## Determine what you want to do...

What types of routing tasks do I need to manage?

- ☒ Residential waste collection
- ☒ Commercial waste collection
- ☒ Recycling
- ☒ Bulky waste collection
- ☒ Winter maintenance
- ☒ Street sweeping
- ☒ Work and service orders



#2

## Identify what is needed to write a better RFP...

### How does route optimization fit into my organization?

Know which capabilities are needed and prioritize them. Then, research the possible solutions before creating your RFP. Write separate RFPs for any technology that is not typically part of a vendor's solution. Once you know more about what is available, you can begin to tighten the scope of the RFP; this will yield the most competitive bid for your project.

Identify your most pressing issues:

- Creating better balanced routes in large residential areas
- Balancing commercial service of varying frequencies and patterns
- Minimizing travel distance
- Accounting for safety issues, like same-side service and minimizing U-turns
- Integration with billing and other systems

WHAT SOLUTIONS EXIST AND HOW DO THEY WORK TOGETHER?

ROUTE PLANNING

BILLING AND CUSTOMER SERVICE

VEHICLE TELEMATICS FOR TRACKING AND DRIVER BEHAVIOR

RFID TECHNOLOGY

#3

## Determine the results you want to achieve...

### Where will route optimization offer improvement?

Measuring the results achieved by route improvement is critical to your success, particularly in the early stages of implementation and investment. To help you decide which solution(s) to choose in order to meet your goals, review your most important Key Performance Indicators (KPIs), such as:

- Reducing travel distances
- Lowering total work hours
- Minimizing overtime
- Balancing employee workloads
- Measuring and reducing CO2 emissions
- Eliminating service days
- Increasing vehicle utilization
- Improving service levels
- Improving service levels

## #4

# Unbundle your RFP...

## How do I determine my RFP strategy?

- Don't try to streamline the RFP by bundling too many solutions under one request
  - This may backfire when the RFP requests that vendors pool together to offer a solution that does not exist
- Beware of ending up with a cobbled-together patchwork of potentially incompatible solutions which could result in:
  - Significant implementation effort
  - Cost overruns and a higher risk of project failure
  - A “solution” that may never be fully functional
- Remember the broader the scope, the riskier the project
  - You need to make informed decisions about what actually exists to get exactly what you need



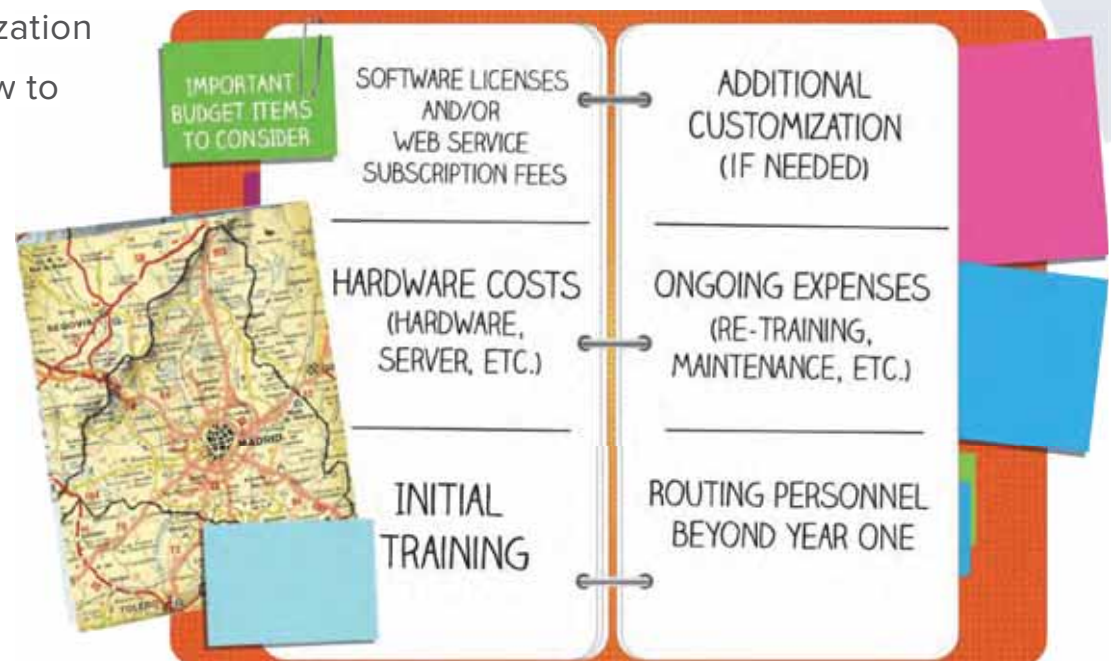
#5

## Define the scope and costs...

### What's the value of my project?

Defining the scope of your project is the first step in determining your project's value and developing a budget.

- Find out how vendors price their solutions
- Interview organizations like yours that have successfully implemented route optimization
  - This will help you determine how to staff your project
- Consider the quality of the solution as well as the cost of the project



#6

## Align all your departments...

Is my organization ready for route optimization?

- We are committed to better routing processes
- We have full buy-in from all necessary departments
- We are willing to commit time, resources and personnel to route planning and optimization
- We know there is no “easy button” solution
- We want route optimization to become an engrained part of our operations for years to come

**Department buy-in is  
the key to success**



## **Recognize the commitment that is required...**

### How much time will I need to allot to route improvement?

- Dedicate a team to route improvement
  - This may depend on the size of your organization, your growth rate, the current state of your routes and internal buy-in
- Train your team to become routing professionals
  - Make sure vendors offer a wide range of training options, including on/off-site training, webinars, user conferences, certification programs, etc.
  - Know that education and training are critical for initial and ongoing success
- Commit to continuous route improvement in order to maximize the inherent benefits

## #8 Educate yourself on solution providers...

### How can I get a better understanding of potential vendors before my RFP goes out?

Not all solutions are created equal, and not every solution will be compatible with other components. Everyone may look good to you on paper, but you will get a better understanding of the solutions when you interview industry-leading candidates.

#### Important questions to ask:

- Can we speak to references, especially similar organizations that have been using the solution for more than three years?
- How long have you been in business?
- Does your company develop the solution itself, or are you an authorized partner or reseller?
- Do you provide all components solely and in an integrated package?
- How will you partner with other vendors during the proposal and/or integration stages?
- What is your implementation plan for organizations like ours?
- What are your technical support and product life cycle policies?
- What is the cost of ongoing maintenance and support?



#9

## Investigate procurement options...

### Is an RFP the only way?

The average RFP process may extend six months to one year, so it is worthwhile to investigate all available purchasing avenues for procurement.

Whether you actually need to go through a formal RFP process will depend on the requirements of the project, the scope and the budget. You may want to consider these other options:

- **Sole source** - Choosing a product that is only available from one source or vendor
- **Piggy-backing** - Riding on another agency's contract (provided that all requirements and product deliverables are equal)

Discuss all procurement options with your purchasing department prior to writing and releasing your RFP solicitation.

## #10

# Review the proposals...

## What's the best way to evaluate the proposals we receive?

To evaluate the proposals you have received, put together a matrix based on your perceived value for each requirement in the RFP. Remember that price alone is not the only determining factor. And, not every vendor will address every capability requirement.

Review the proposals and break them down according to the matrix, and score the requirements and pricing for each component. Your decision will become more clear as you work through this process.

### SOME KEY SCORING FACTORS

- OVERALL QUALITY OF THE SOLUTION
- BREADTH OF FUNCTIONALITY
- INTEGRATION CAPABILITIES
- PROJECT MANAGEMENT AND PROJECT IMPLEMENTATION PLAN
- TRAINING AND SUPPORT
- INITIAL COSTS OF SOFTWARE
- RESELLER VERSUS PROPRIETARY
- YEARS IN BUSINESS
- VALUE BASED ON QUALITY REFERENCES



## Summary...

### RFPs can be complex.

To get what you want from your procurement, you must give close consideration to both the short- and long-term objectives you need to achieve.

While you may want to catalog and inventory all possible requirements and "wish list" items for integrated offerings, it is best to avoid taking on more than you can manage. To decrease risk, make sure to understand the practical realities of both your organization and the technologies you are evaluating.

Understanding the capabilities of the available solutions is as important as knowing what you want to achieve from the outset. Defining these priorities ahead of time will help you realize a meaningful return on investment for your organization.

We hope this e-book has been helpful in structuring your procurement process so that you can get more out of your route optimization initiative once a selection has been made.



## About RouteSmart...

Since the early 1980s, RouteSmart Technologies has worked with municipal public works agencies around the globe—both small and large—to improve service and reduce operating costs. Clients rely on RouteSmart for ArcGIS®, RouteSmart's flagship product, for its comprehensive suite of route optimization tools. Routesmart balances workloads and maximizes service order sequencing for high-density residential and lower-density point-to-point route operations.

Hundreds of municipalities and private organizations worldwide work with RouteSmart software to consolidate routes, reduce mileage, eliminate overtime, improve safety and reduce costs to improve bottom-line results.



For more information, visit  
[routesmart.com](http://routesmart.com) or contact  
Jessica Cearfoss  
at 800.977.7284 ext. 3100



## Route Optimization Implementation Guide for the Public Works Industry

# Best Practices for Effective Deployment and Long-Term Value





# About this guide

Implementing a route optimization solution in public works operations—from residential waste collection to street sweeping to winter maintenance—is a process that requires training, coordination, and management to maximize your investment.



To achieve success, it is important to manage expectations from the start.



This e-book provides information to assist you in achieving a successful implementation—and maximizing your investment in the long run.

# 1

## SET YOUR GOALS:

# Define success and ROI

How will you measure your success? Before starting your project, identify your key performance indicators and how they will be used to determine the value of your route optimization projects.



**Reduction** in  
number of vehicles



**Increase** in services  
per hour



**Elimination** of  
overtime hours



**Increase** in asset  
utilization



**Reduction** in total  
travel distances



**Improvements** to  
customer satisfaction



## 2

### BUILD A SOLID TEAM:

# Assemble the players

To ensure a successful implementation, understand all of the key participants across various departments.

Specifically, identify the following participants:

**Operations Management:** Who will provide leadership for the route optimization project? Public works directors, managers, and supervisors will be valuable resources.

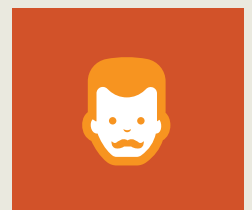
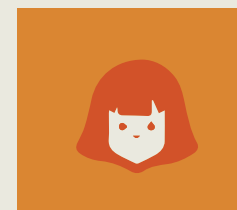
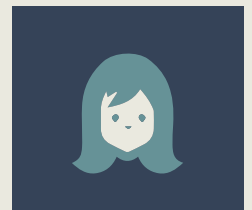
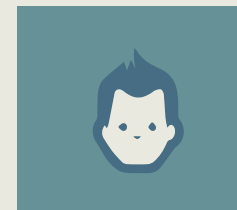
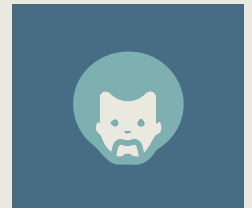
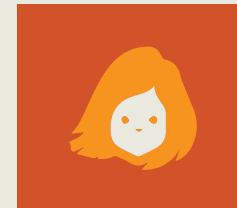
**Data Analysts:** Who will provide and refine your current address information and routing data?

**Geographic Information System (GIS) Specialists:** Who are the GIS experts in your organization who will provide valuable GIS data related to the project?

**IT Staff:** Who will manage hardware purchases, security issues, and software installation?

**End Users:** Who will use your route optimization software on a regular basis?

**Drivers:** Who will assist with field testing of your optimized routes?



### 3

## TIME FRAME AND EXPECTATIONS: Define the deliverables

### **Establish a project schedule.**

What is your target date for full implementation?  
Begin by establishing a project schedule, complete with milestones to achieve along the way. Be sure to allot enough time between milestones.

### **Implement multiple route optimization projects.**

Plan on establishing a phased rollout. Prioritize based on which projects you anticipate will provide the greatest ROI. Start with one project, such as residential waste collection. Complete one project, then proceed to the next initiative.

JULY  
04



PHASE  
TWO

DEC  
31



# 4

## INTEGRATION:

# Make your systems work together seamlessly

Early in the process, arrange meetings between your IT department and all related vendors—those providing route optimization technology and other third-party groups—to discuss requirements.

At this point, everyone should exchange information about:

### **System Requirements:**

- What is the IT infrastructure that you will need to use the technology?
- Does the route optimization solution provide options for on-premises and cloud deployment?

### **Data requirements:**

- What are the data requirements for route optimization?
- What are the data relationships between the routing solution and other technology?
- Where will your routing data be stored, and in what format?



# 5

DATA:

## Quality is key

Once you have established data requirements, you must begin collecting the highest-quality data. It is important to thoroughly assess the accuracy and completeness of your data as soon as possible.

Focusing on a data quality program will help you achieve success and maximize returns on your technology investment.

Work with your route optimization technology provider to evaluate the data to ensure it meets the required criteria.



# 6

## DATA:

# Understand what is required



Here are some tips on providing quality data:

**Understand your specific data needs.** The best way to start is to request a data model of required and optional information from your vendor. This improves information sharing between systems.

**Address (geocoding) data.** Assess feedback from your vendor on a geocoding test. This will tell you how easily and accurately your customer base will be pinned on the maps. Things to consider:

- Do you have accurate address information for the locations you service?
- Do you have verifiable XY data to back up the address data?

**Current route information.** Do you know the existing service day, route, and sequence? Is the digital data accurate and up to date? Knowing how you work today will be an important part of benchmarking and updating your routes.

**Street data.** Be sure that the data you will be using to route over the street network allows for accurate route projections. Total travel time and turn-by-turn directions cannot be calculated properly without key information such as:

- Travel speeds by street classes
- Turn restrictions and delays
- Connected intersections
- Overpasses
- One-way travel

# 7

## SCHEDULING:

# Allot adequate training time

Plan to schedule multiple workshop sessions to accommodate your team's schedules.

### When scheduling:

- Allow time (two to three weeks) between each workshop to absorb, review, and practice.
- Schedule training sessions according to the priority of your projects.
- Allow six to eight hours of uninterrupted time each day for each training session.
- During training, ensure that your team will have access to your own data, to work through the specific requirements that exist for your routing projects.



**6-8  
HOURS**

# 8



## KICKOFF MEETING:

# Get started on the right foot

With key players gathered, coordinate and lead a team meeting to cover goals, milestones, and related dates. Agree on the ideal schedule for completion and establish training schedules.

### **BASIC TRAINING: Foundation for success**

To achieve the best results from your route optimization project, your vendor should offer a variety of training options to meet your budget and timing needs, including on-site, off-site, one-on-one, and online sessions.

#### **Basic training topics should include:**

- Data preparation and data validation
- Benchmarking of current operations
- General usage, including map navigation and reporting
- Route planning, including modeling and analysis of multiple scenarios

### **ADVANCED TRAINING: Becoming the experts**

Once you have mastered the basics, it's time to gain advanced expertise in your route optimization solution.

#### **Advanced training can include:**

- Mixed fleet/resource management
- Street sweeping
- Winter maintenance
- Commercial collection
- Automating and improving routing processes
- Advanced reporting



# 9

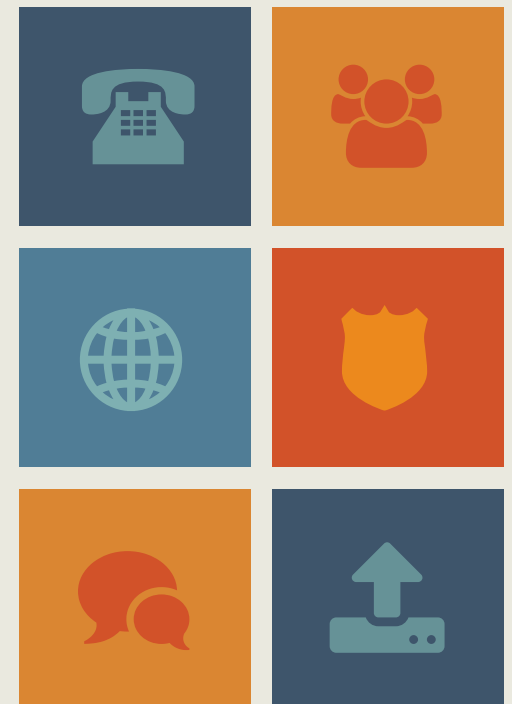
## TECHNICAL SUPPORT:

# Make sure you have the help you need when you need it

Having access to the best support is critical to your success. Prior to implementation, it is important to understand all of the support options that your vendor will be providing.

### Ways in which your vendor can provide assistance include:

- Phone and email support
- Web-based, remote sessions for technical support, consulting, training, process/procedure, and route planning guidance
- Secure, online file uploads



# 10

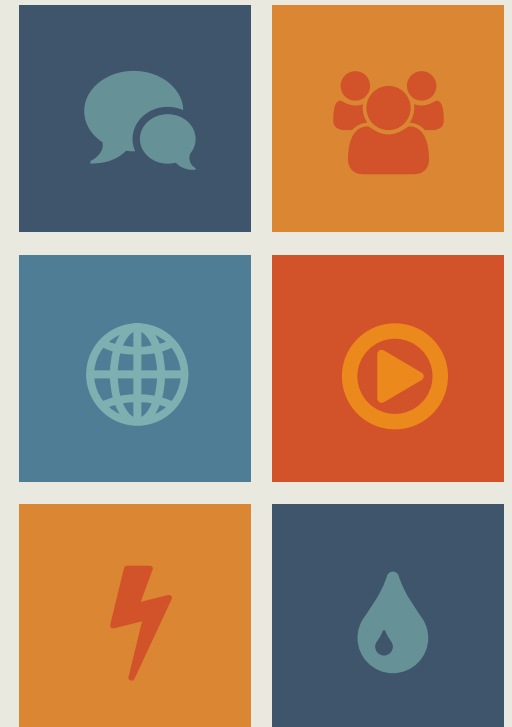
## CONTINUING EDUCATION:

# Keep learning and evolving

The most successful route optimization initiatives are the ones that continue to evolve over time, refining data collection and continuously modeling routes as you gather more insight into specific needs and challenges.

### Does your vendor offer these options?

- Webinars
- Online training videos
- Advanced training courses for additional projects
- Online user community to exchange information with peers



# 11

## CUSTOMIZED TRAINING:

# Learn the skills required for success

No two public works departments are alike, and you can't expect success with a cookie-cutter routing solution.

**You should require that your vendor provide customized training courses to:**

- Supplement needed skill sets
- Configure the solution to meet more specific needs
- Train new employees
- Leverage your proprietary data



# 12

## PROFESSIONAL SERVICES:

# Get the support needed to ramp up quickly

Using professional services offered by your technology provider can help you model new routing scenarios and get the optimized routes into production much more quickly.

It can be helpful to engage your vendor's professional services offerings to gain consultation about best practices for implementation and success. Consider enlisting an on-site coach to assist your teams in understanding and using the route optimization solution.

If skill sets or time constraints are a challenge, you can enlist your vendor to perform all the route modeling and reporting work using the data you provide.



# 13

## SUMMARY:

# Implementation is a team effort

Orchestrating a successful implementation of your new route optimization solution requires a combination of careful planning around the time required for data gathering and rollout, as well as the involvement of all key participants from the outset of the project.

Before you begin implementation, be sure to understand the capabilities and support your vendor can provide. Once you have buy-in from all stakeholders, be prepared to provide adequate training, both initially and on an ongoing basis.

Finally, don't underestimate the value of your vendor's professional services offerings, which can help to both speed up and simplify the implementation process.

We hope this e-book has provided you with valuable information that you can use to ensure maximum return on investment and successful results from your route optimization solution.

# 14

## About RouteSmart

Since the early 1980s, RouteSmart Technologies has worked with municipal public works agencies around the globe to reduce operating costs and improve service. Clients rely on RouteSmart for ArcGIS® for its comprehensive suite of route optimization tools. RouteSmart balances workloads and maximizes service order sequencing for high-density residential and commercial point-to-point route operations. Municipal agencies also rely on RouteSmart for street sweeping and winter maintenance planning.

Hundreds of municipalities and private organizations worldwide work with RouteSmart software to consolidate routes, reduce mileage, eliminate overtime, improve safety, and reduce costs to improve the bottom line.

For more information, visit [routesmart.com](http://routesmart.com) or contact Jessica Cearfoss at 800.977.7284 ext. 3100.



## MAP-PAK MODULE

View and update routes, vehicles, equipment and stops, all from one mapping screen



Map-Pak works on the Google Map platform, the most powerful web based mapping application. View vehicle location in real time, create Geofences and manually move stops to different routes for efficient visual optimization.

### Standard Features and Benefits

- Visually displays routes in various colors
- Utilizes different Google Maps views (traffic or satellite)
- New streets update automatically, no software to load
- Geo-code directly from the tablet to "pin point" a location
- Route new customers using Map-Pak route assist
- Visually optimize, move, and re-sequence stops on routes
- Display vehicle trail and activities for playback purposes
- Know where your trucks are located in real time
- Create Geofence and receive alerts upon driver entry/exit
- Quickly view all containers/equipment with delivery dates for inventory management

Map-Pak works in conjunction with Mobile-Pak, showing the location of all active mobile devices on the Google Map display. Provide better customer service while reducing drive time and dispatching errors. View driver locations in real time to help make judgment calls for on-call dispatched work. Save time, money, and manage your entire fleet while optimizing scheduled and unscheduled routes.



**SOFT-PAK**  
SOFTWARE SOLUTIONS

[www.soft-pak.com](http://www.soft-pak.com) 888.763.8725 [sales@soft-pak.com](mailto:sales@soft-pak.com)

8525 Gibbs Drive #300 San Diego, California 92123



## MOBILE-PAK MODULE

View route list, update stop activity,  
and receive dispatched work in real time



Mobile Pak is a tablet based application that extends an electronic route sheet to the driver. Providing operations and customer service with real time visibility to route, driver and stop activity. Provides verification of service, improves fleet and route performance with a cost effective in-cab system.

### Standard Features and Benefits

- Real time GPS tracking on Google Maps
- Scheduled and on call work sent instantly to drivers
- Mapping with street and satellite view
- Picture capabilities for service related issues
- Driver activity is recorded for playback purposes
- Enter weights from on board scales
- Captures service time for each stop
- Geo code for route management and container location
- Enter scale information from disposal/transfer facility
- Capture signatures for customer verification
- Drivers can easily charge for and verify additional services
- (Optional) in cab mount and rugged case for durability

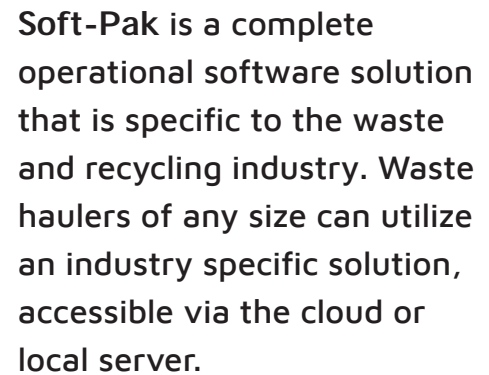
**Mobile-Pak** comes with a real time dashboard allowing management oversight of all driver and route activity. Easy to deploy, easy to manage and cost effective; Mobile Pak runs on a standard Android tablet and works with most any cellular network.



**SOFT-PAK**  
SOFTWARE SOLUTIONS

[www.soft-pak.com](http://www.soft-pak.com) 888.763.8725 [sales@soft-pak.com](mailto:sales@soft-pak.com)

8525 Gibbs Drive #300 San Diego, California 92123



Through the years, we have strengthened our product by listening to our customers and incorporating their needs into our solution. Built by waste haulers for waste haulers.



## Soft-Pak feature and function overview

### Customer Service

- Customer profile
- A/R history
- Customer notes
- Sales history
- Work orders
- Open invoices
- Routed services
- Service history
- Contract pricing
- All changes tracked

### Operations

- Live dispatch screen
- Mapping
- Inactivity reporting
- View route lists screen
- Route management
- Scheduled route list
- Container tracking
- Geo coding
- On call work order list
- Services reporting

### Accounting

- Credit card payments
- Cash and accrual basis
- Batch payments
- On demand aging
- Interactive payments
- Collections
- Service proration
- Excel data downloads
- Tax and fees reporting
- Financial reporting

### Billing

- Recurring charges
- Test billing function
- Tax and fee generation
- Correct billing errors
- Finance charges
- Smart billing template
- Invoices and statements
- Billing messages
- Master/sub accounts
- Flexible bill schedules



## Additional functions

**Accounting Interfaces:** Export journal entries to your accounting package.

**Address Master:** Default service and pricing information based on location.

**Collections Letters:** Automatically generate collection notices based on past due status.

**Credit Card Processing:** One time and recurring transactions. All tokenized.

**Credit Limits:** Individual or system generated credit limits with supervisor override ability.

**Customer Service Module:** Allows for one centralized point to answer all customer service questions.

**Dispatch:** Real time updates to manage all services. Make visual 1 click route changes via Mapping.

**Disposal Site Reconciliation:** Report on all materials taken to every disposal site.

**Customer Portal:** Clients can request new services, make payments, view historical invoices.

**Automatic Check Procession:** Check scanners or lockbox.

**Microsoft Integration:** Microsoft Word®, Excel®, and Outlook®.

**API Options:** Import / export data based on API integration points.

**Route Management:** Move stops between routes, re-sequence interactively, all on one screen.

**Security:** Robust user defined access with audit.

**Variable Reports:** Export to Microsoft Excel®, Crystal Reports, or any other report writer.

**Work Orders:** Manage on call and extra work on a daily basis for painless, accurate billing.

**Scale Pak:** Manage all scale activities at MRF, transfer station or landfill.



**SOFT-PAK**  
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# RECYCLIST

## Program Tracker

### Stop Drowning in Spreadsheets and Paperwork

Move your program forward faster with our cloud-based system.  
We'll keep your information in sync and your team on task.

### Get a Grip on Service Data



#### Waste Stream Insight

We input your service data and make it accessible and useful. Our system makes data easy to understand so you can get all the insight you need into commercial and multi-family waste streams.



#### One Database to Rule Them All

All commercial and multi-family accounts are conveniently stored in one place, so you can quickly find contacts, addresses, service information and outreach history.



#### Ongoing Data Updates

Our service includes quarterly data imports that give you visibility into service changes, including new accounts, closed accounts and changes in service levels.



### Coordinate a Multi-Agency, Multi-Person Outreach Team



#### Cloud-Based Data Syncing

Whether you're with the city, the hauler or a consultancy, at the office or in the field, the data you enter is visible in real-time to everyone involved in an outreach effort.



#### Task Scheduling

No more forgotten or overlapping tasks. Coordinate and delegate all your team's activities — site visits, phone calls, even distributing bins and flyers — using our task calendar.



#### Education & Outreach

Manage all your communications and activities in one place — you can even send bulk emails through our interface.



## Take Your Data With You



### Service Estimates

Generate right-sizing estimates based on your local rates. Add photos from your mobile device, type in notes, and send a PDF branded with your city or company, all right on the spot.



### Mobile App for Field Visits

For in-person audits or assessments, grab a tablet, take photos and enter data straight into the system. Eliminate the need for time-consuming photo transfers and data entry back at the office.



## Visualize Your Data



### Dashboard

Gives you an at-a-glance view of what's happening in your program right now, so you can assess your progress and plan your next move.



### Generate Charts & Reports

Automatic, up-to-date charts and graphs allow you to see the big picture and track outcomes over time.



### Mapping

Interactive waste-generation-based maps allow you to see where non-compliant generators are clustered and to plan targeted and efficient outreach.

## Meet California's Mandates



### AB 1826 & AB 341 Compliance

Easily identify which generators you need to be monitoring for local ordinances and state regulations, and track their compliance statuses.



### EAR-Ready Stats & Reports

With all your data and communications stored in one place, you'll have key information for your CalRecycle Electronic Annual Report right at your fingertips.



## Future Proof for SB 1383

Get ahead of forthcoming regulatory requirements, including:



- ✓ Identifying Tier 1 & Tier 2 commercial edible food generators
- ✓ Maintaining a detailed list of food recovery organizations and services
- ✓ Tracking edible food recovery
- ✓ Logging education and outreach
- ✓ Performing one-click compliance reviews
- ✓ Recording waiver eligibility and issuing waivers
- ✓ Conducting mandatory annual inspections
- ✓ Logging complaints, issuing notices of violation, imposing penalties
- ✓ Monitoring contamination via route reviews and waste composition studies
- ✓ Keeping centralized records that are always accessible and up-to-date



Customized and Personalized for Today — and Tomorrow

### Customization

Everyone's program and workflow is different — we customize our software to meet the specific needs of your program.

### Personalized Training

We provide a customized tutorial for your staff, and we give you the information you need to utilize the full capacity of the tool.

### New Features

Your annual subscription includes access to any new features we develop. Some of our best improvements begin as customer requests, so we're all ears.

## In the Words of Our Customers

*Recyclist has enabled us to track our progress in a way no other system I've ever worked with has. I highly recommend the Program Tracker for tracking outreach, implementation, compliance and for reporting purposes.*

*It's been a life-saver! Recyclist gives me all the data I need (and then some) at the click of a button.*

*I would highly recommend the Program Tracker. With our large team of recycling coordinators out in the field, this tool has helped us not only track our outreach efforts efficiently and uniformly, but has also helped keep us organized. The data that Recyclist tracks makes our reporting tasks much easier, and the Recyclist team has been very flexible with changing or adding functions on the tool to fit our specific needs.*

*I just want to pass on to the entire Recyclist team how pleased we are with the responsiveness you have shown. While it should be the norm in client vendor relations, it is not. You always make us feel like we are your only customer. I continue to tell my industry colleagues what a valuable service you provide. Thank you so much for making our work lives so much more efficient!*

## In Use Across California

### Cities & Towns

Alameda	Oceanside
Banning	Pittsburg
Burbank	San Ramon
Clovis	Santa Clara
Concord	Sunnyvale
Culver City	Thousand Oaks
Cupertino	Truckee
Daly City	Union City
Half Moon Bay	Vacaville
Napa	Windsor

### Counties & Special Districts

Contra Costa
Marin
Oro Loma
Placer
Riverside
Sacramento
Salinas Valley
Santa Cruz
Sonoma



# Attachment F

March 23, 2020

Steven S. Cliff, Ph.D.  
Deputy Executive Officer  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

Ms. Annette Hébert  
Assistant Executive Officer  
California Air Resources Board  
1001 I Street  
Sacramento, CA 95814

Dear Steve and Annette:

I'm writing to you in advance of our planned March 27, 2020 conference call to give you a "preview" of our substantial concerns about the impact of the likely future regulation of heavy-duty commercial engines and vehicles in California. We believe that the confluence of the Omnibus Low-NO<sub>x</sub> and ACT Rules, especially in their current forms, will have a significant adverse impact on California's economy and air quality and, potentially, will irreversibly disrupt California customers' access to the range of commercial engines and vehicles they need to operate their businesses.

As you know, EMA and its members acknowledge the significant ozone air quality attainment problem that exists in California; we are aware that NO<sub>x</sub> emissions from commercial vehicles contribute to that problem; and we recognize that further HDOH NO<sub>x</sub> emission reductions and regulatory improvements are needed. Indeed, as you are well aware, EMA offered to implement a voluntary reduced NO<sub>x</sub> and improved compliance program on a nationwide basis in part to address those very issues.

We believe that the national program we outlined would have provided California more NO<sub>x</sub> reductions than it could achieve on its own. And, even if you disagree with the independent analysis that supports that conclusion, your own staff's analysis shows that the nationwide concept that we proposed would have resulted in substantial NO<sub>x</sub> reductions at a fraction of the cost of a California-only program. For example, CARB's SRIA estimates that EMA's concept for implementing a nationwide program would yield over 21,000 tons of NO<sub>x</sub> reductions in California at a per-ton cost of approximately \$8,600. The SRIA also estimates that CARB's California-only program would achieve an additional 7,500 tons of NO<sub>x</sub> reductions (without accounting for the likely pre-buy/no-buy impacts). However, the SRIA estimates that those projected additional reductions would come at the enormous cost of \$37,500 per ton.

In addition to our offer to implement a nationwide HDOH low-NO<sub>x</sub> program, we also have offered to work with you and your staff on an approach to maximize the likelihood that CARB's regulatory efforts to create a market for HDOH commercial ZEVs will be successful. EMA's members have invested substantially in developing ZEV products and we support efforts to help create a market for those products. But, as we have emphasized on numerous occasions, a naked sales mandate is doomed to failure. CARB must put its primary focus on assuring the existence of the necessary infrastructure and funding. Without that, mandates – whether sales or purchase focused – will fail. Unfortunately, the staff appears to be “doubling down” on the inherently flawed sales mandate approach.

Each of the Omnibus Low-NO<sub>x</sub> and ACT Rules, separately and independently, will impose enormous costs and burdens on the HDOH engine and vehicle industry. Together, and without revising both rules to be more cost-effective, feasible, practical and implementable, they will have significant adverse impacts on California's economy and will cause fleet customers to keep older products longer and defer buying new products. As such, the projected environmental benefits of the rules will be undermined and, possibly, never achieved.

With that as background, we would like to discuss the following issues with you on our March 27, 2020 call:

- CARB's “concept” for potentially implementing a voluntary nationwide HDOH low- NO<sub>x</sub> program, irrespective of the numerical tailpipe standard, is simply unworkable. Manufacturers need an assured level competitive playing field. By targeting individual manufacturers, no manufacturers will avail themselves of the option for fear of losing national marketshare to one or more of their competitors (those who would elect to either sell different products in California than the rest of the nation, or who would exit the California market). EMA's concept for a voluntary nationwide program was contingent on it being fully accepted and implemented by all manufacturers.
- The costs of the proposed Omnibus Low-NO<sub>x</sub> Regulations in California are prohibitive and manufactures will not be able to afford to develop and affordably price products for sale. In addition, the costs of the regulations would outweigh their monetized health benefits by a factor of approximately 7:1. Cost-prohibitive regulations are invalid under California law, and cannot qualify for a federal preemption waiver under the Clean Air Act.
- The prohibitive costs of the Omnibus Regulations in California will lead to a very significant pre-buy/no-buy response, which would undermine CARB's ozone attainment goals and might, in fact, contribute further toward non-attainment versus doing nothing at all.
- CARB's contemporaneous ACT rule will impose tremendous and compounded research and development costs on HDOH manufacturers and, by design, will shrink the market for HDOH low-NO<sub>x</sub> vehicles and engines. Both rules, separately and, worse, together, create potential impetus for manufacturers to exit the California market over the next several years.
- CARB's proposal to amend the NTE regulations starting in 2022 (with retroactive application to 2010) is unreasonable, is not technically feasible and fails to provide adequate leadtime.

- CARB's proposed 2024 standards are infeasible to the extent that they would necessitate significant engine/aftertreatment hardware changes, without adequate leadtime or consideration of costs and are unworkable to the extent that they would require supplemental catalyst-heating strategies, such as mini-burner with corresponding fuel efficiency penalties.
- CARB's proposed 3-bin moving-average-window (B-MAW) approach is not yet well-designed or empirically validated. As a result, manufacturers cannot yet assess its feasibility, costs or the needed leadtime to achieve compliance.

Beyond the many significant issues noted above, it is imperative that CARB take account of the incredible adverse impacts on manufacturers that have occurred, and that continue to evolve, as a direct result of the COVID-19 crisis. Doing so is a necessity and, separate and apart from all of the major issues noted above, must result in CARB delaying and/or significantly modifying its current plans for both the Omnibus Low-NO<sub>x</sub> and ACT rulemakings.

The impact of the COVID-19 crisis on engine and vehicle manufacturers is still unfolding, but is severe. Many manufacturers, putting the health and well-being of their employees first, have shut down operations and told their employees to work from home.

Manufacturers are scrambling sustain their production, parts, and service operations to ensure the nation's ability to transport and deliver essential goods are maintained. The impacts of the COVID-19 crisis, and the corresponding dislocation of personnel and resources, have substantially hindered, and may yet fully foreclose, manufacturers' ability to devote sufficient resources for emissions compliance and DF testing, in-use testing, GHG testing, certification applications, certification date processing and reporting, and planning for and responding to new regulatory proposals. Exacerbating those problems are the disruptions to supply chains that already have occurred and which, undoubtedly, will get worse.

This is not a business as usual situation, and it should not be a regulation as usual situation either. While the economic impacts of the Omnibus Low-NO<sub>x</sub> and ACT rules always were going to be challenging, they simply are no longer sustainable or implementable on top of the economic strains caused by the on-going COVID-19 crisis and the apparent recession that we now face.

We remain hopeful that some kind of satisfactory, reasonable and implementable solution to help California address its air quality problems can yet be found. We are motivated to work with you to achieve that goal. In that regard, and to help you better understand our concerns, I am willing to share with you an early draft of EMA's more extensive written comments on CARB's draft Omnibus Low-NO<sub>x</sub> regulations. In addition, I suggest that we talk in advance of the March 27<sup>th</sup> call. Please let me know when you're available.

I look forward to hearing from you.

Very truly yours,



Jed R. Mandel  
President

## **EXHIBIT G2 COST FORMS**

## **EXHIBIT G2 – COST FORMS**

### **1. OPTION A TEN YEAR**

Bay Counties Waste Services, Inc.  
 DBA Specialty Solid Waste & Recycling  
 City of Sunnyvale RFP for Services beginning July 1, 2021  
 Cost Forms - Executive Summary (10 Year Contract)

FY 21/22 - YEAR 1	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 8,611,666	\$ 8,096,981	\$ 117,368	\$ 102,697	\$ -	\$ -	\$ -	\$ 294,621	\$ -	\$ -
Vehicle Costs	1,705,122	1,513,553	21,526	21,526	-	-	125,578	-	-	22,940
Other	365,687	298,344	3,729	3,614	-	-	60,000	-	-	-
Depreciation	3,103,634	2,848,346	33,817	48,410	-	-	20,000	12,857	-	140,204
Interest	341,225	198,643	34,145	32,193	-	-	3,325	2,993	-	69,927
Allocated Costs (less interest)	7,199,381	7,178,881	-	-	-	-	-	20,500	-	-
Annual Cost of Operations	21,326,716	20,134,748	210,584	208,440	-	-	208,903	330,970	-	233,071
Operating Ratio Profit	1,824,825	1,733,574	15,343	15,326	-	-	17,876	28,520	-	14,186
Franchise Fee	2,208,528	2,208,528	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 25,360,069	\$ 24,076,851	\$ 225,926	\$ 223,765	\$ -	\$ -	\$ 226,779	\$ 359,490	\$ -	\$ 247,258

FY 22/23 - YEAR 2	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 9,465,654	\$ 8,540,378	\$ 310,153	\$ 186,092	\$ 124,061	\$ -	\$ -	\$ 304,970	\$ -	\$ -
Vehicle Costs	1,850,945	1,553,158	60,778	37,609	34,430	-	141,578	-	-	23,392
Other	387,822	304,299	10,533	6,320	6,671	-	60,000	-	-	-
Depreciation	3,351,822	2,926,906	100,939	96,820	54,096	-	20,000	12,857	-	140,204
Interest	430,542	238,756	42,139	28,804	52,624	-	2,975	2,678	-	62,566
Allocated Costs (less interest)	7,411,411	7,390,508	-	-	-	-	-	20,904	-	-
Annual Cost of Operations	22,898,197	20,954,004	524,542	355,645	271,882	-	224,553	341,408	-	226,162
Operating Ratio Profit	1,953,709	1,801,326	41,948	28,421	19,066	-	19,268	29,455	-	14,226
Franchise Fee	2,279,864	2,279,864	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 27,131,770	\$ 25,035,194	\$ 566,490	\$ 384,066	\$ 290,948	\$ -	\$ 243,820	\$ 370,863	\$ -	\$ 240,388

FY 23/24 - YEAR 3	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 10,440,481	\$ 8,952,442	\$ 521,541	\$ 325,556	\$ 325,236	\$ -	\$ -	\$ 315,706	\$ -	\$ -
Vehicle Costs	2,014,303	1,595,138	102,345	64,283	93,286	-	135,398	-	-	23,853
Other	416,543	310,372	17,209	10,696	18,265	-	60,000	-	-	-
Depreciation	3,446,735	2,806,877	159,440	122,017	158,740	-	46,600	12,857	-	140,204
Interest	628,431	440,776	37,182	25,415	64,866	-	2,625	2,363	-	55,205
Allocated Costs (less interest)	7,615,053	7,593,737	-	-	-	-	-	21,316	-	-



Bay Counties Waste Services, Inc.  
DBA Specialty Solid Waste & Recycling  
City of Sunnyvale RFP for Services beginning July 1, 2021  
Cost Forms - Executive Summary (10 Year Contract)

Annual Cost of Operations	24,561,546	21,699,342	837,717	547,968	660,393	-	244,623	352,241	-	219,263
Operating Ratio Profit	2,081,140	1,848,571	69,612	45,439	51,785	-	21,043	30,424	-	14,266
Franchise Fee	2,353,503	2,353,503	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 28,996,189	\$ 25,901,416	\$ 907,329	\$ 593,407	\$ 712,178	\$ -	\$ 265,666	\$ 382,665	\$ -	\$ 233,528

FY 24/25 - YEAR 4	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 11,138,100	\$ 9,387,609	\$ 610,306	\$ 406,871	\$ 406,471	\$ -	\$ -	\$ 326,844	\$ -	\$ -
Vehicle Costs	2,037,889	1,639,785	117,202	78,621	117,562	-	60,398	-	-	24,323
Other	432,815	316,568	19,722	13,148	23,378	-	60,000	-	-	-
Depreciation	4,124,452	3,378,322	184,636	147,213	214,618	-	46,600	12,857	-	140,204
Interest	788,403	625,768	32,224	22,027	56,217	-	2,275	2,048	-	47,845
Allocated Costs (less interest)	7,845,973	7,824,237	-	-	-	-	-	21,736	-	-
Annual Cost of Operations	26,367,632	23,172,288	964,090	667,879	818,246	-	169,273	363,484	-	212,372
Operating Ratio Profit	2,224,281	1,960,567	81,032	56,161	66,263	-	14,522	31,429	-	14,307
Franchise Fee	2,429,521	2,429,521	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 31,021,434	\$ 27,562,377	\$ 1,045,122	\$ 724,040	\$ 884,509	\$ -	\$ 183,795	\$ 394,913	\$ -	\$ 226,678

	Contractors Payment FY20/21	Contractors Payment FY21/22	Contractors Payment FY22/23	Contractors Payment FY23/24	Contractors Payment FY24/25
Existing Operations	\$ 22,998,754	\$ 24,076,851	\$ 25,035,194	\$ 25,901,416	\$ 27,562,377
MF Food Scraps	-	225,926	566,490	907,329	1,045,122
Yard Trimmings	-	223,765	384,066	593,407	724,040
Expanded Commercial Organics	-	-	290,948	712,178	884,509
Bulky & Reuse	-	-	-	-	-
Technical Assistance	-	226,779	243,820	265,666	183,795
SB 1383	-	359,490	370,863	382,665	394,913
Downtown Service	-	-	-	-	-
Fueling Station	-	247,258	240,388	233,528	226,678
Total Contractors Payment - 10yr	\$ 22,998,754	\$ 25,360,069	\$ 27,131,770	\$ 28,996,189	\$ 31,021,434
		10.3%	7.0%	6.9%	7.0%

Year 1 Increase FY21/22	%
	4.7%
	1.0%
	1.0%
	0.0%
	0.0%
	1.0%
	1.6%
	0.0%
	1.1%
	10.3%

% Increase by Program & Total from PY		
FY22/23	FY23/24	FY24/25
4.0%	3.5%	6.4%
150.7%	60.2%	15.2%
71.6%	54.5%	22.0%
0.0%	144.8%	24.2%
0.0%	0.0%	0.0%
7.5%	9.0%	-30.8%
3.2%	3.2%	3.2%
0.0%	0.0%	0.0%
-2.8%	-2.9%	-2.9%
7.0%	6.9%	7.0%

Contractors Payment FY20/21	Contractors Payment FY21/22	% Increase
\$ 22,998,754	\$ 25,360,069	10.3%
(2,552,037)	(3,173,549)	
20,446,717	22,186,520	8.5%

Total Contractors Payment  
Less: Core Cost Depreciation

Bay Counties Waste Services, Inc.  
DBA Specialty Solid Waste & Recycling  
City of Sunnyvale RFP for Services beginning July 1, 2021  
Cost Forms - Executive Summary (10 Year Contract)

Contract Year	1	2	3	4	
Cost savings - 10 Year Contract	FY21/22	FY22/23	FY23/24	FY24/25	Total
No profit on interest	\$ 29,672	\$ 37,438	\$ 54,646	\$ 68,557	\$ 190,313

TABLE A - CONTRACTOR PAYMENT APPLICATION SUMMARY

(Sum of all departments)

Depreciation Timeline

10 Years

	Supporting Schedule	Proposed at Current Dollars				
		FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Cost of Operations						
Labor Costs	B	\$ 7,570,491	\$ 8,096,981	\$ 8,540,378	\$ 8,952,442	\$ 9,387,609
Vehicle Costs	C	1,476,070	1,513,553	1,553,158	1,595,138	1,639,785
Other	D	292,505	298,344	304,299	310,372	316,568
Depreciation	E	2,490,896	2,848,346	2,926,906	2,806,877	3,378,322
Interest	F					
Allocated Costs	K	7,056,768	7,377,524	7,629,264	8,034,513	8,450,005
Annual Cost of Operations		\$ 18,886,731	\$ 20,134,748	\$ 20,954,004	\$ 21,699,342	\$ 23,172,288
Operating Ratio Profit (exclude interest)	L	1,754,505	1,733,574	1,801,326	1,848,571	1,960,567
Incentive Program Profit		194,481				
Bad Debt Expense		993				
Franchise Fee		\$ 2,162,044	\$ 2,208,528	\$ 2,279,864	\$ 2,353,503	\$ 2,429,521
<b>Total Contractor's Payment</b>		<b>\$ 22,998,754</b>	<b>\$ 24,076,851</b>	<b>\$ 25,035,194</b>	<b>\$ 25,901,416</b>	<b>\$ 27,562,377</b>

Note: Numbers may not add exactly due to rounding

Operating Ratio Profit - Input Here  
0.92

Legend

Contractor/Proposer Input  
Calculation/Pulled from  
Schedule [No input required]

Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22
Family Food Scraps	Family Yard Trimmings	Comm Organics	3. Multi-Family Bulky 10%	Assistance Level 1	7. 1383	9. Downtown Service Area	10. Fueling Station Slow
\$ 117,368	\$ 102,697	\$ -	\$ -	\$ -	\$ 294,621	\$ -	\$ -
21,526	21,526	-	-	125,578	-	-	22,940
3,729	3,614	-	-	60,000	-	-	-
33,817	48,410	-	-	20,000	12,857	-	140,204
34,145	32,193	-	-	3,325	2,993	-	69,927
-	-	-	-	-	20,500	-	-
\$ 210,584	\$ 208,440	\$ -	\$ -	\$ 208,903	\$ 330,970	\$ -	\$ 233,071
15,343	15,326	-	-	17,876	28,520	-	14,186
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 225,926	\$ 223,765	\$ -	\$ -	\$ 226,779	\$ 359,490	\$ -	\$ 247,258

#DIV/0!

Indices Used: 3 Year Historical Avg. (2017 - 2019)	
9240 San Francisco - Oakland - Hayward Consumer Price Index	
CWURS49BSAO Urban Wage Earners and Clerical Workers (Dec)	3.23%
Union Labor - See Employee Costs Tab	
9340 Producer Price Index	
WPU03THRU15 Industrial Commodities (Dec)	1.97%
2515 05-73-02-01 Producer Price Index	15.23%
WPU057303 #2 Diesel Fuel (Dec)	
2515 05-51 Producer Price Index	1.80%
WPU0551 Residential Natural Gas (#05-51)	
Assumed Health and Welfare	5.00%
(based upon historical increases)	
Assumed Vehicle Insurance	2.00%
(based upon historical increases)	

Franchise Fee Expense	2019	2018
Total collection revenue	22,408,446	21,042,019
Franchise fee	2,026,655	1,965,908
Fee/Revenue	9.044%	9.343%

Avg. 2 Years

9.193%

**BAY COUNTIES WASTE SERVICES, INC.**

**COMPARATIVE STATEMENTS OF INCOME AND RETAINED EARNINGS - SPECIALTY  
SOLID WASTE AND RECYCLING DIVISION**

**YEARS ENDED JUNE 30, 2019 AND 2018**

	2019	2018
OPERATING REVENUES:		
Collection revenue	\$ 22,408,446	\$ 21,042,019
CNG Station	65,370	33,412
TOTAL OPERATING REVENUES	<u>22,473,816</u>	<u>21,075,431</u>
OPERATING EXPENSES:		
Employee compensation and benefits	11,597,004	11,082,157
Franchise fee	2,026,655	1,965,908
Depreciation	2,705,750	2,699,573
Amortization	41,312	57,611
Rent	577,162	552,002
Other operating expenses	<u>3,261,409</u>	<u>2,990,913</u>
TOTAL OPERATING EXPENSES	<u>20,209,292</u>	<u>19,348,164</u>

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

**Legend**

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	Sched	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

FY 20/21 A11

**Department 10 - Commercial FEL Refuse**

Cost of Operations						
Labor Costs	B	\$1,737,690.06	\$1,856,403.17	\$1,956,561.05	\$2,049,494.18	\$2,147,527.16
Vehicle Costs	C	\$328,414.50	\$336,482.26	\$344,978.84	\$353,954.28	\$363,465.94
Other	D	\$59,264.82	\$60,447.12	\$61,653.01	\$62,882.96	\$64,137.45
Depreciation	E	\$593,334.69	\$678,479.64	\$697,192.80	\$668,601.68	\$804,720.80
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,754,896.85	\$1,831,750.95	\$1,895,167.82	\$1,995,475.70	\$2,098,862.34

0.24

Annual Cost of Operations \$4,473,600.92 \$4,763,563.14 \$4,955,553.52 \$5,130,408.81 \$5,478,713.70

Operating Ratio Profit L \$415,580.41 \$410,151.11 \$426,599.69 \$437,092.59 \$463,578.44

**Total Contractor's Payment \$4,889,181.33 \$5,173,714.25 \$5,382,153.22 \$5,567,501.40 \$5,942,292.14**

Tonnage Collected	47,882.84
Tonnage Disposed (w/o Recycled Tons)	47,882.84

**Department 20 - Commercial Roll-Offs Refuse**

Cost of Operations						
Labor Costs	B	\$518,461.43	\$562,491.34	\$591,735.92	\$618,873.35	\$647,426.79
Vehicle Costs	C	\$134,946.89	\$138,336.01	\$141,912.30	\$145,697.94	\$149,718.39
Other	D	\$28,454.46	\$29,022.88	\$29,602.66	\$30,194.02	\$30,797.20
Depreciation	E	\$188,588.33	\$215,651.21	\$221,599.09	\$212,511.55	\$255,776.30
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$537,219.70	\$562,203.13	\$580,812.30	\$611,953.53	\$643,627.83

0.08

Annual Cost of Operations \$1,407,670.81 \$1,507,704.57 \$1,565,662.27 \$1,619,230.39 \$1,727,346.51

Operating Ratio Profit L \$130,767.23 \$129,816.00 \$134,780.31 \$137,952.67 \$146,158.50

**Total Contractor's Payment \$1,538,438.04 \$1,637,520.57 \$1,700,442.58 \$1,757,183.07 \$1,873,505.01**

Tonnage Collected	20,929.88
Tonnage Disposed (w/o Recycled Tons)	20,929.88

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	Sched	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

**Department 30 - Residential Refuse Collection**

Cost of Operations						
Labor Costs	B	\$2,396,868.88	\$2,542,557.24	\$2,692,689.78	\$2,832,206.34	\$2,980,308.24
Vehicle Costs	C	\$377,122.41	\$386,748.46	\$396,925.31	\$407,719.30	\$419,206.54

Other	D	\$70,593.27	\$72,001.60	\$73,438.03	\$74,903.12	\$76,397.44	0.29
Depreciation	E	\$720,335.10	\$823,704.91	\$846,423.54	\$811,712.62	\$976,967.38	
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Allocated Costs	K	\$1,727,937.74	\$1,805,876.47	\$1,867,876.07	\$1,966,913.97	\$2,068,638.56	
Annual Cost of Operations		\$5,292,857.40	\$5,630,888.68	\$5,877,352.73	\$6,093,455.35	\$6,521,518.15	
Operating Ratio Profit	L	\$491,686.21	\$484,829.35	\$505,952.94	\$519,140.73	\$551,814.79	
<b>Total Contractor's Payment</b>		<b>\$5,784,543.61</b>	<b>\$6,115,718.03</b>	<b>\$6,383,305.66</b>	<b>\$6,612,596.08</b>	<b>\$7,073,332.94</b>	
Tonnage Collected		20,564.68					
Tonnage Disposed (w/o Recycled Tons)		20,564.68					

**Department 40 - Commercial / Industrial Recycling**

Cost of Operations							
Labor Costs	B	\$443,158.33	\$479,693.42	\$504,440.11	\$527,435.41	\$551,614.90	0.00
Vehicle Costs	C	\$114,674.41	\$117,891.27	\$121,322.75	\$124,996.19	\$128,943.04	
Other	D	\$29,163.70	\$29,746.31	\$30,340.56	\$30,946.68	\$31,564.90	
Depreciation	E	\$2,332.83	\$2,667.60	\$2,741.17	\$2,628.76	\$3,163.94	
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Allocated Costs	K	\$584,703.11	\$611,485.79	\$635,950.78	\$667,726.99	\$701,638.53	
Annual Cost of Operations		\$1,174,032.38	\$1,241,484.39	\$1,294,795.36	\$1,353,734.03	\$1,416,925.32	
Operating Ratio Profit	L	\$109,063.12	\$106,893.97	\$111,462.69	\$115,333.33	\$119,892.38	
<b>Total Contractor's Payment</b>		<b>\$1,283,095.50</b>	<b>\$1,348,378.36</b>	<b>\$1,406,258.05</b>	<b>\$1,469,067.35</b>	<b>\$1,536,817.70</b>	
Tonnage Collected		4,082.47					
Tonnage Disposed (w/o Recycled Tons)		0.00					

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
Support	Sched	Proposed at	Compensation Year 1 FY 21/22	Compensation Year 2FY 22/23	Compensation Year 3FY 23/24	Compensation Year 4FY 24/25
		Current Dollars FY 20/21				

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

Cost of Operations							
Labor Costs	B	\$853,416.52	\$915,979.04	\$965,695.83	\$1,011,907.56	\$1,060,678.54	0.10
Vehicle Costs	C	\$137,894.65	\$141,532.31	\$145,392.18	\$149,501.74	\$153,892.55	
Other	D	\$33,360.30	\$34,026.09	\$34,705.16	\$35,397.79	\$36,104.24	
Depreciation	E	\$245,561.52	\$280,800.19	\$288,544.94	\$276,712.03	\$333,047.21	
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Allocated Costs	K	\$854,692.29	\$894,264.13	\$923,112.56	\$973,032.58	\$1,023,541.09	
Annual Cost of Operations		\$2,124,925.28	\$2,266,601.76	\$2,357,450.67	\$2,446,551.70	\$2,607,263.62	
Operating Ratio Profit	L	\$197,397.43	\$195,158.37	\$202,941.55	\$208,437.51	\$220,612.22	
<b>Total Contractor's Payment</b>		<b>\$2,322,322.71</b>	<b>\$2,461,760.13</b>	<b>\$2,560,392.23</b>	<b>\$2,654,989.20</b>	<b>\$2,827,875.85</b>	

Tonnage Collected	15,271.89
Tonnage Disposed (w/o Recycled Tons)	0.00

**Department 59 - Commercial Food Scraps**

## Cost of Operations

Labor Costs	B	\$173,878.14	\$189,887.08	\$200,033.55	\$209,485.36	\$219,455.47
Vehicle Costs	C	\$27,578.94	\$27,578.94	\$0.00	\$28,306.47	\$29,078.45
Other	D	\$6,017.34	\$6,137.40	\$6,259.86	\$6,384.76	\$6,512.16
Depreciation	E	\$55,637.61	\$63,621.74	\$65,376.49	\$62,695.47	\$75,459.51
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$165,122.94	\$172,636.51	\$178,095.57	\$187,794.31	\$197,576.15

0.02

Annual Cost of Operations \$428,234.97 \$459,861.67 \$449,765.47 \$494,666.38 \$528,081.73

Operating Ratio Profit L \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

<b>Total Contractor's Payment</b>	<b>\$428,234.97</b>	<b>\$459,861.67</b>	<b>\$449,765.47</b>	<b>\$494,666.38</b>	<b>\$528,081.73</b>
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Tonnage Collected	15,271.89
Tonnage Disposed (w/o Recycled Tons)	0.00

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY	NEW AGREEMENT COST FORMS				
	0	0	0	0	0
	0	GREEMENT COST	\$0.00	\$0.00	\$0.00

**Department 70 - Multi-Family / Residential Recycling**

## Cost of Operations

Labor Costs	B	\$1,447,018.01	\$1,549,969.93	\$1,629,221.77	\$1,703,039.71	\$1,780,597.71
Vehicle Costs	C	\$355,438.36	\$364,256.68	\$373,548.11	\$383,367.98	\$393,779.73
Other	D	\$65,651.35	\$66,962.25	\$68,299.33	\$69,663.11	\$71,054.12
Depreciation	E	\$685,105.97	\$783,420.32	\$805,027.85	\$772,014.53	\$929,187.25
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,432,195.81	\$1,499,307.35	\$1,548,248.77	\$1,631,615.71	\$1,716,120.46

0.27

Annual Cost of Operations \$3,985,409.50 \$4,263,916.53 \$4,424,345.84 \$4,559,701.03 \$4,890,739.26

Operating Ratio Profit L \$370,229.30 \$367,130.66 \$380,870.59 \$388,470.32 \$413,827.30

<b>Total Contractor's Payment</b>	<b>\$4,355,638.80</b>	<b>\$4,631,047.19</b>	<b>\$4,805,216.43</b>	<b>\$4,948,171.35</b>	<b>\$5,304,566.56</b>
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Tonnage Collected (White Office Paper)	165.00
Tonnage Collected (Residential)	7,353.31
Tonnage Collected (Multi-family)	1,827.02
Tonnage Disposed (w/o Recycled Tons)	0.00

**TABLE A - 2 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY	NEW AGREEMENT COST FORMS				
	Proposed at				
Support	Current Dollars	Compensation	Compensation	Compensation	Compensation
Sched	FY 20/21	Year 1 FY 21/22	Year 2FY 22/23	Year 3FY 23/24	Year 4FY 24/25

**Department 80 - Vehicle Maintenance**

## Cost of Operations



Labor Costs	B	\$1,219,021.60	\$1,307,913.22	\$1,378,484.31	\$1,443,776.28	\$1,512,742.07	
Vehicle Costs	C	\$174,449.36	\$179,190.19	\$184,223.05	\$189,583.93	\$195,314.16	
Other	D	\$24,820.17	\$25,312.45	\$25,814.50	\$26,326.50	\$26,848.66	
Depreciation	E	\$16,829.29	\$19,244.33	\$19,775.11	\$18,964.16	\$22,825.03	0.01
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Annual Cost of Operations \$1,435,120.42 \$1,531,660.20 \$1,608,296.97 \$1,678,650.87 \$1,757,729.92

**Total to be Allocated \$1,435,120.42 \$1,531,660.20 \$1,608,296.97 \$1,678,650.87 \$1,757,729.92**

	Support	Proposed at	Compensation	Compensation	Compensation	Compensation
	Sched	Current Dollars	Year 1 FY 21/22	Year 2FY 22/23	Year 3FY 23/24	Year 4FY 24/25
		FY 20/21				

**Department 90 - Container Maintenance**

Cost of Operations							
Labor Costs	B	\$627,400.30	\$647,351.99	\$682,907.07	\$715,777.69	\$750,524.55	
Vehicle Costs	C	\$94,961.52	\$98,390.54	\$102,124.44	\$106,205.37	\$110,681.82	
Other	D	\$17,230.73	\$17,574.11	\$17,924.34	\$18,281.55	\$18,645.88	
Depreciation	E	\$15,374.50	\$17,580.78	\$18,065.67	\$17,324.82	\$20,851.94	0.01
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Annual Cost of Operations \$754,967.05 \$780,897.43 \$821,021.53 \$857,589.43 \$900,704.18

**Total to be Allocated \$754,967.05 \$780,897.43 \$821,021.53 \$857,589.43 \$900,704.18**

**Department 00 - Administration**

Cost of Operations							
Labor Costs	B	\$3,084,010.41	\$3,161,850.64	\$3,234,917.83	\$3,310,757.09	\$3,389,478.57	
Vehicle Costs	C	\$72,787.32	\$77,445.69	\$82,686.93	\$88,597.29	\$95,276.14	
Other	D	\$1,468,630.03	\$1,593,937.48	\$1,609,581.89	\$1,625,534.56	\$1,641,801.58	
Depreciation	E	\$28,937.16	\$33,089.71	\$34,002.36	\$32,607.96	\$39,246.54	0.01
Interest	F	\$212,316.06	\$198,643.18	\$238,756.37	\$440,775.57	\$625,768.00	

Annual Cost of Operations \$4,866,680.98 \$5,064,966.71 \$5,199,945.37 \$5,498,272.48 \$5,791,570.84

**Total to be Allocated \$4,866,680.98 \$5,064,966.71 \$5,199,945.37 \$5,498,272.48 \$5,791,570.84** 1.0223

Totals  
Depreciation 2,496,399

**TABLE B - LABOR COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

Supporting	Proposed at		Compensation	Compensation	Compensation	Compensation
	Current Dollars		Year 1	Year 2	Year 3	Year 4
Schedule	FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Department 10 - Commercial FEL Refuse</b>						
Regular Wages	\$752,145.95		\$782,231.79	\$818,673.79	\$852,573.32	\$887,876.57
Overtime	\$255,994.92		\$266,234.72	\$278,637.85	\$290,175.65	\$302,191.21
Holiday Worked	\$54,010.18		\$56,170.59	\$58,787.42	\$61,221.68	\$63,756.74
Vac/Sick Payoff	\$123,789.90		\$128,741.50	\$134,739.20	\$140,318.47	\$146,128.76
Payroll Taxes	\$87,993.92		\$91,513.68	\$95,777.04	\$99,742.97	\$103,873.11
Workers' Comp Ins.	\$32,288.37	N/A	\$68,380.12	\$70,431.53	\$72,544.47	\$74,720.81
Pension Benefits	\$92,058.90		\$106,757.38	\$125,323.88	\$140,022.36	\$156,444.74
Health/Welfare	\$338,917.01	N/A	\$355,862.86	\$373,656.00	\$392,338.80	\$411,955.74
Employee/Med Exams	\$490.91		\$510.55	\$534.33	\$556.46	\$579.50
<b>Total Department 10</b>	<b>\$1,737,690.06</b>		<b>\$1,856,403.17</b>	<b>\$1,956,561.05</b>	<b>\$2,049,494.18</b>	<b>\$2,147,527.16</b>

<b>Department 20 - Commercial Roll-Offs Refuse</b>						
Regular Wages	\$276,633.68		\$287,699.03	\$301,102.12	\$313,570.12	\$326,554.39
Overtime	\$67,321.06		\$70,013.90	\$73,275.66	\$76,309.84	\$79,469.67
Holiday Worked	\$12,390.78		\$12,886.41	\$13,486.75	\$14,045.21	\$14,626.79
Vac/Sick Payoff	\$27,295.64		\$28,387.47	\$29,709.96	\$30,940.18	\$32,221.35
Payroll Taxes	\$29,940.77		\$31,138.40	\$32,589.05	\$33,938.50	\$35,343.82
Workers' Comp Ins.	\$9,160.50	N/A	\$29,436.88	\$30,319.99	\$31,229.59	\$32,166.48
Pension Benefits	\$22,106.68		\$25,636.32	\$30,094.81	\$33,624.45	\$37,568.05
Health/Welfare	\$73,612.32	N/A	\$77,292.94	\$81,157.58	\$85,215.46	\$89,476.24
Employee/Med Exams			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 20</b>	<b>\$518,461.43</b>		<b>\$562,491.34</b>	<b>\$591,735.92</b>	<b>\$618,873.35</b>	<b>\$647,426.79</b>

<b>Department 30 - Residential Refuse Collection</b>						
Regular Wages	\$790,128.78		\$821,733.93	\$860,016.23	\$895,627.66	\$932,713.70
Overtime	\$153,328.17		\$159,461.30	\$166,890.15	\$173,800.72	\$180,997.44
Holiday Worked	\$58,923.89		\$61,280.85	\$64,135.75	\$66,791.47	\$69,557.17
Vac/Sick Payoff	\$215,277.82		\$223,888.93	\$234,319.29	\$244,021.96	\$254,126.39
Payroll Taxes	\$95,900.46		\$99,736.48	\$104,382.92	\$108,705.20	\$113,206.45
Workers' Comp Ins.	\$38,260.51	N/A	\$57,187.53	\$58,903.16	\$60,670.25	\$62,490.36
Pension Benefits	\$200,564.77		\$232,587.72	\$273,037.75	\$305,060.70	\$340,839.42
Health/Welfare	\$841,664.37	N/A	\$883,747.59	\$927,934.97	\$974,331.72	\$1,023,048.30
Employee/Med Exams	\$2,820.11		\$2,932.91	\$3,069.55	\$3,196.65	\$3,329.02
<b>Total Department 30</b>	<b>\$2,396,868.88</b>		<b>\$2,542,557.24</b>	<b>\$2,692,689.78</b>	<b>\$2,832,206.34</b>	<b>\$2,980,308.24</b>

**TABLE B - LABOR COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Supporting	Proposed at		Compensation	Compensation	Compensation	Compensation
	Current Dollars		Year 1	Year 2	Year 3	Year 4
Schedule	FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25

<b>Department 40 - Commercial / Industrial Recycling</b>						
Regular Wages	\$181,536.66		\$188,798.13	\$197,593.71	\$205,775.64	\$214,296.37
Overtime	\$113,652.42		\$118,198.52	\$123,705.06	\$128,827.42	\$134,161.89
Holiday Worked	\$15,151.59		\$15,757.65	\$16,491.76	\$17,174.65	\$17,885.81
Vac/Sick Payoff	\$20,592.28		\$21,415.97	\$22,413.68	\$23,341.78	\$24,308.32
Payroll Taxes	\$25,144.20		\$26,149.97	\$27,368.22	\$28,501.48	\$29,681.67
Workers' Comp Ins.	\$7,397.47	N/A	\$23,797.17	\$24,511.09	\$25,246.42	\$26,003.81
Pension Benefits	\$17,413.96		\$20,194.34	\$23,706.40	\$26,486.78	\$29,593.25
Health/Welfare	\$62,113.08	N/A	\$65,218.73	\$68,479.67	\$71,903.65	\$75,498.84

Employee/Med Exams	\$156.67	\$162.94	\$170.53	\$177.59	\$184.94
<b>Total Department 40</b>	<b>\$443,158.33</b>	<b>\$479,693.42</b>	<b>\$504,440.11</b>	<b>\$527,435.41</b>	<b>\$551,614.90</b>

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

Regular Wages		\$389,447.03	\$405,024.91	\$423,893.89	\$441,446.44	\$459,725.79
Overtime		\$81,806.84	\$85,079.11	\$89,042.71	\$92,729.78	\$96,569.52
Holiday Worked		\$25,154.57	\$26,160.75	\$27,379.51	\$28,513.24	\$29,693.91
Vac/Sick Payoff		\$68,266.31	\$70,996.96	\$74,304.51	\$77,381.30	\$80,585.50
Payroll Taxes		\$42,302.02	\$43,994.10	\$46,043.66	\$47,950.23	\$49,935.75
Workers' Comp Ins.	H	\$12,491.49	N/A	\$33,926.43	\$34,944.22	\$35,992.55
Pension Benefits		\$46,981.20	\$54,482.40	\$63,957.60	\$71,458.80	\$79,839.77
Health/Welfare	G	\$186,862.61	N/A	\$196,205.74	\$206,016.03	\$216,316.83
Employee/Med Exams		\$104.45	\$108.63	\$113.69	\$118.40	\$123.30
<b>Total Department 50</b>		<b>\$853,416.52</b>	<b>\$915,979.04</b>	<b>\$965,695.83</b>	<b>\$1,011,907.56</b>	<b>\$1,060,678.54</b>

**Department 59 - Commercial Food Scraps**

Regular Wages		\$77,889.41	\$81,004.99	\$84,778.78	\$88,289.29	\$91,945.16
Overtime		\$16,361.37	\$17,015.82	\$17,808.54	\$18,545.96	\$19,313.91
Holiday Worked		\$5,030.92	\$5,232.16	\$5,475.91	\$5,702.65	\$5,938.79
Vac/Sick Payoff		\$13,653.26	\$14,199.39	\$14,860.90	\$15,476.26	\$16,117.10
Payroll Taxes		\$8,462.01	\$8,800.49	\$9,210.48	\$9,591.87	\$9,989.05
Workers' Comp Ins.	H	\$5,532.72	N/A	\$13,308.97	\$13,708.24	\$14,119.49
Pension Benefits		\$9,396.24	\$10,896.48	\$12,791.52	\$14,291.76	\$15,967.95
Health/Welfare	G	\$37,531.32	N/A	\$39,407.89	\$41,378.28	\$43,447.19
Employee/Med Exams		\$20.89	\$20.89	\$20.89	\$20.89	\$20.89
<b>Total Department 59</b>		<b>\$173,878.14</b>	<b>\$189,887.08</b>	<b>\$200,033.55</b>	<b>\$209,485.36</b>	<b>\$219,455.47</b>

**Department 70 - Multi-Family Recycling**

Regular Wages		\$620,550.98	\$645,373.02	\$675,439.15	\$703,407.65	\$732,534.26
Overtime		\$351,923.04	\$365,999.96	\$383,050.88	\$398,912.20	\$415,430.30
Holiday Worked		\$52,113.50	\$54,198.04	\$56,722.98	\$59,071.75	\$61,517.79
Vac/Sick Payoff		\$52,738.25	\$54,847.78	\$57,402.99	\$59,779.92	\$62,255.28
Payroll Taxes		\$84,385.39	\$87,760.81	\$91,849.34	\$95,652.62	\$99,613.39
Workers' Comp Ins.	H	\$27,228.39	N/A	\$65,333.57	\$67,293.58	\$69,312.39
Pension Benefits		\$50,212.40	\$58,229.51	\$68,356.38	\$76,373.48	\$85,330.87
Health/Welfare	G	\$207,223.70	N/A	\$217,584.89	\$228,464.13	\$239,887.34
Employee/Med Exams		\$642.36	\$642.36	\$642.36	\$642.36	\$642.36
<b>Total Department 70</b>		<b>\$1,447,018.01</b>	<b>\$1,549,969.93</b>	<b>\$1,629,221.77</b>	<b>\$1,703,039.71</b>	<b>\$1,780,597.71</b>

**TABLE B - LABOR COSTS BY DEPARTMENT**

\*Expenses for Departments 80, 90 and 00 are incorporated into Schedule K (Overhead) by Department

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
Supporting	Schedule	Proposed at Current Dollars		Compensation	Compensation	Compensation
		FY 20/21	Index	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24
						Year 4 FY 24/25
<b>Department 80 - Vehicle Maintenance</b>						
Regular Wages		\$593,712.64		\$616,471.30	\$644,038.14	\$669,681.70
Overtime		\$90,453.02		\$93,920.34	\$98,120.19	\$102,027.02
Holiday Worked		\$35,687.53		\$37,055.53	\$38,712.55	\$40,253.96
Vac/Sick Payoff		\$79,323.56		\$82,364.25	\$86,047.35	\$89,473.48
Payroll Taxes		\$62,391.25		\$64,782.88	\$67,679.79	\$70,374.58
Workers' Comp Ins.	H	\$23,178.32	N/A	\$53,951.94	\$55,570.50	\$57,237.61
Pension Benefits		\$76,470.26		\$88,679.80	\$104,102.37	\$116,311.91
Health/Welfare	G	\$257,643.12	N/A	\$270,525.28	\$284,051.54	\$298,254.12
Employee/Med Exams		\$161.90		\$161.90	\$161.90	\$161.90
<b>Total Department 80</b>		<b>\$1,219,021.60</b>		<b>\$1,307,913.22</b>	<b>\$1,378,484.31</b>	<b>\$1,443,776.28</b>
						<b>\$1,512,742.07</b>

**Department 90 - Container Maintenance**

Regular Wages		\$305,690.81		\$317,408.79	\$331,602.41	\$344,805.77	\$358,534.84
Overtime		\$34,731.88		\$36,063.25	\$37,675.90	\$39,176.03	\$40,735.90
Holiday Worked		\$17,148.60		\$17,805.95	\$18,602.19	\$19,342.87	\$20,113.04
Vac/Sick Payoff		\$42,428.05		\$44,054.44	\$46,024.42	\$47,856.97	\$49,762.48
Payroll Taxes		\$31,534.13		\$32,742.92	\$34,207.09	\$35,569.11	\$36,985.36
Workers' Comp Ins.	H	\$13,691.55	N/A	\$3,709.61	\$3,820.90	\$3,935.53	\$4,053.60
Pension Benefits		\$39,543.66		\$45,857.35	\$53,832.55	\$60,146.24	\$67,200.43
Health/Welfare	G	\$141,561.02	N/A	\$148,639.07	\$156,071.02	\$163,874.58	\$172,068.30
Employee/Med Exams		\$1,070.60		\$1,070.60	\$1,070.60	\$1,070.60	\$1,070.60
<b>Total Department 90</b>		<b>\$627,400.30</b>		<b>\$647,351.99</b>	<b>\$682,907.07</b>	<b>\$715,777.69</b>	<b>\$750,524.55</b>

**Department 00 - Administration**

Regular Wages		\$1,012,737.97	3.23%	\$1,045,449.41	\$1,079,217.42	\$1,114,076.14	\$1,150,060.80
Officers' Compensation		\$1,017,062.54	2.15%	\$1,038,956.85	\$1,038,956.85	\$1,038,956.85	\$1,038,956.85
Overtime		\$10,304.14	3.23%	\$10,636.96	\$10,980.54	\$11,335.21	\$11,701.34
Holiday Worked		\$46,270.59	3.23%	\$47,765.13	\$49,307.94	\$50,900.59	\$52,544.68
Vac/Sick Payoff		\$151,005.55	3.23%	\$155,883.03	\$160,918.05	\$166,115.70	\$171,481.24
Payroll Taxes		\$148,586.35	3.23%	\$153,385.69	\$158,340.05	\$163,454.43	\$168,734.01
Workers' Comp Ins.	H	\$28,287.31	N/A	\$11,743.81	\$12,096.12	\$12,459.01	\$12,832.78
Pension Benefits		\$225,338.04	0.00%	\$231,400.09	\$235,148.84	\$239,018.68	\$243,013.51
Health/Welfare	G	\$444,235.14	N/A	\$466,446.90	\$489,769.24	\$514,257.70	\$539,970.59
Employee/Med Exams		\$182.78	0.00%	\$182.78	\$182.78	\$182.78	\$182.78
<b>Total Department 00</b>		<b>\$3,084,010.41</b>		<b>\$3,161,850.64</b>	<b>\$3,234,917.83</b>	<b>\$3,310,757.09</b>	<b>\$3,389,478.57</b>

Officer Comp Freeze for 4 years with 10 year contract  
No freeze of Officer Comp 7 year contract

#####  
#####  
\$139,560.45 \$325,361.47 \$458,146.66 \$605,323.38

Regular Wages		\$6,230,152.14		\$6,455,312.48	\$6,668,210.58	\$6,889,545.04
Overtime		\$1,222,623.88		\$1,279,187.47	\$1,331,839.84	\$1,386,660.59
Holiday Worked		\$334,313.06		\$349,102.75	\$363,018.07	\$377,491.46
Vac/Sick Payoff		\$824,779.72		\$860,740.36	\$894,706.03	\$930,022.45
Payroll Taxes		\$640,005.41		\$667,447.65	\$693,480.99	\$720,539.27
Workers' Comp Ins.		\$360,776.04		\$371,599.32	\$382,747.30	\$394,229.72
Pension Benefits		\$874,721.38		\$990,352.10	\$1,082,795.15	\$1,185,751.42
Health/Welfare		\$2,720,931.87		\$2,856,978.47	\$2,999,827.39	\$3,149,818.76
Employee/Med Exams		\$5,793.56		\$5,966.63	\$6,127.63	\$6,295.29
		\$13,214,097.06				

**TABLE C - VEHICLE COSTS BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Supporting	Schedule	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
		Current Dollars FY 20/21	Index				

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

**Department 10 - Commercial FEL Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$59,253.33	1.97%	\$60,420.62	\$61,610.91	\$62,824.64	\$64,062.29
Repairs & Maintenance	C-2	\$96,865.21	1.97%	\$98,773.45	\$100,719.29	\$102,703.46	\$104,726.72
Gas & Oil (Diesel Costs)	C-3	\$13,540.42	15.23%	\$15,602.63	\$17,978.91	\$20,717.09	\$23,872.31
Gas & Oil (RNG Costs)	C-3	\$116,158.53	1.80%	\$118,249.38	\$120,377.87	\$122,544.67	\$124,750.48
Tires	C-4	\$42,597.01	1.97%	\$43,436.17	\$44,291.86	\$45,164.41	\$46,054.15
<b>Total Department 10</b>		<b>\$328,414.50</b>		<b>\$336,482.26</b>	<b>\$344,978.84</b>	<b>\$353,954.28</b>	<b>\$363,465.94</b>

**Department 20 - Commercial Roll-Offs Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$20,747.97	1.97%	\$21,156.71	\$21,573.49	\$21,998.49	\$22,431.86
Repairs & Maintenance	C-2	\$49,271.61	1.97%	\$50,242.26	\$51,232.03	\$52,241.30	\$53,270.46
Gas & Oil (Diesel Costs)	C-3	\$6,022.59	15.23%	\$6,939.83	\$7,996.77	\$9,214.67	\$10,618.07
Gas & Oil (RNG Costs)	C-3	\$39,959.19	1.80%	\$40,678.46	\$41,410.67	\$42,156.06	\$42,914.87
Tires	C-4	\$18,945.53	1.97%	\$19,318.76	\$19,699.34	\$20,087.41	\$20,483.14
<b>Total Department 20</b>		<b>\$134,946.89</b>		<b>\$138,336.01</b>	<b>\$141,912.30</b>	<b>\$145,697.94</b>	<b>\$149,718.39</b>

**Department 30 - Residential Refuse Collection**

## Vehicle Costs

Taxes and Licenses	C-1	\$74,328.30	1.97%	\$75,792.57	\$77,285.68	\$78,808.21	\$80,360.73
Repairs & Maintenance	C-2	\$111,369.16	1.97%	\$113,563.13	\$115,800.33	\$118,081.59	\$120,407.80
Gas & Oil (Diesel Costs)	C-3	\$18,060.83	15.23%	\$20,811.49	\$23,981.09	\$27,633.40	\$31,841.97
Gas & Oil (RNG Costs)	C-3	\$116,547.76	1.80%	\$118,645.62	\$120,781.24	\$122,955.30	\$125,168.50
Tires	C-4	\$56,816.36	1.97%	\$57,935.64	\$59,076.97	\$60,240.79	\$61,427.53
<b>Total Department 30</b>		<b>\$377,122.41</b>		<b>\$386,748.46</b>	<b>\$396,925.31</b>	<b>\$407,719.30</b>	<b>\$419,206.54</b>

**Department 40 - Commercial / Industrial Recycling**

## Vehicle Costs

Taxes and Licenses	C-1	\$14,641.98	1.97%	\$14,930.43	\$15,224.56	\$15,524.48	\$15,830.31
Repairs & Maintenance	C-2	\$45,299.69	1.97%	\$46,192.09	\$47,102.08	\$48,029.99	\$48,976.18
Gas & Oil (Diesel Costs)	C-3	\$7,524.78	15.23%	\$8,670.80	\$9,991.37	\$11,513.05	\$13,266.49
Gas & Oil (RNG Costs)	C-3	\$23,536.16	1.80%	\$23,959.81	\$24,391.09	\$24,830.13	\$25,277.07
Tires	C-4	\$23,671.80	1.97%	\$24,138.13	\$24,613.66	\$25,098.54	\$25,592.99
<b>Total Department 40</b>		<b>\$114,674.41</b>		<b>\$117,891.27</b>	<b>\$121,322.75</b>	<b>\$124,996.19</b>	<b>\$128,943.04</b>

## CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$18,674.78	1.97%	\$19,042.67	\$19,417.81	\$19,800.34	\$20,190.41
Repairs & Maintenance	C-2	\$43,124.80	1.97%	\$43,974.36	\$44,840.65	\$45,724.01	\$46,624.78
Gas & Oil (Diesel Costs)	C-3	\$7,522.48	15.23%	\$8,668.15	\$9,988.31	\$11,509.53	\$13,262.44
Gas & Oil (RNG Costs)	C-3	\$44,907.57	1.80%	\$45,715.91	\$46,538.79	\$47,376.49	\$48,229.27
Tires	C-4	\$23,665.02	1.97%	\$24,131.22	\$24,606.61	\$25,091.36	\$25,585.66
<b>Total Department 50</b>		<b>\$137,894.65</b>		<b>\$141,532.31</b>	<b>\$145,392.18</b>	<b>\$149,501.74</b>	<b>\$153,892.55</b>

**Department 59 - Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$3,734.96	1.97%	\$3,808.54	\$3,883.57	\$3,960.07	\$4,038.09
Repairs & Maintenance	C-2	\$8,624.96	1.97%	\$8,794.87	\$8,968.13	\$9,144.80	\$9,324.96

Gas & Oil (Diesel Costs)	C-3	\$1,504.50	15.23%	\$1,733.64	\$1,997.67	\$2,301.91	\$2,652.49
Gas & Oil (RNG Costs)	C-3	\$8,981.52	1.80%	\$9,143.19	\$9,307.76	\$9,475.30	\$9,645.86
Tires	C-4	\$4,733.00	1.97%	\$4,826.24	\$4,921.32	\$5,018.27	\$5,117.13
<b>Total Department 59</b>		<b>\$27,578.94</b>		<b>\$28,306.47</b>	<b>\$29,078.45</b>	<b>\$29,900.36</b>	<b>\$30,778.52</b>

#### Department 70 - Multi-Family Recycling

##### Vehicle Costs

Taxes and Licenses	C-1	\$35,911.96	1.97%	\$36,619.43	\$37,340.83	\$38,076.44	\$38,826.55
Repairs & Maintenance	C-2	\$157,394.13	1.97%	\$160,494.79	\$163,656.54	\$166,880.58	\$170,168.12
Gas & Oil (Diesel Costs)	C-3	\$14,976.34	15.23%	\$17,257.24	\$19,885.51	\$22,914.08	\$26,403.89
Gas & Oil (RNG Costs)	C-3	\$99,812.39	1.80%	\$101,609.01	\$103,437.98	\$105,299.86	\$107,195.26
Tires	C-4	\$47,343.54	1.97%	\$48,276.21	\$49,227.25	\$50,197.03	\$51,185.91
<b>Total Department 70</b>		<b>\$355,438.36</b>		<b>\$364,256.68</b>	<b>\$373,548.11</b>	<b>\$383,367.98</b>	<b>\$393,779.73</b>

#### TABLE C - VEHICLE COSTS BY DEPARTMENT

Supporting	Schedule	Proposed at Current Dollars		Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
		FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25

#### Department 80 - Vehicle Maintenance

##### Vehicle Costs

Taxes and Licenses	C-1	\$1,894.56	1.97%	\$1,931.88	\$1,969.94	\$2,008.75	\$2,048.32
Repairs & Maintenance	C-2	\$161,762.74	1.97%	\$164,949.47	\$168,198.97	\$171,512.49	\$174,891.29
Gas & Oil	C-3	\$9,835.46	15.23%	\$11,333.40	\$13,059.48	\$15,048.44	\$17,340.31
Tires	C-4	\$956.60	1.97%	\$975.45	\$994.66	\$1,014.26	\$1,034.24
<b>Total Department 80</b>		<b>\$174,449.36</b>		<b>\$179,190.19</b>	<b>\$184,223.05</b>	<b>\$189,583.93</b>	<b>\$195,314.16</b>

#### Department 90 - Container Maintenance

##### Vehicle Costs

Taxes and Licenses	C-1	\$3,140.77	1.97%	\$3,202.64	\$3,265.74	\$3,330.07	\$3,395.67
Repairs & Maintenance	C-2	\$80,069.01	1.97%	\$81,646.37	\$83,254.80	\$84,894.92	\$86,567.35
Gas & Oil	C-3	\$11,751.74	15.23%	\$13,541.53	\$15,603.91	\$17,980.38	\$20,718.79
Tires	C-4		1.97%	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 90</b>		<b>\$94,961.52</b>		<b>\$98,390.54</b>	<b>\$102,124.44</b>	<b>\$106,205.37</b>	<b>\$110,681.82</b>

#### Department 00 - Administration

##### Vehicle Costs

Taxes and Licenses	C-1	\$8,265.36	1.97%	\$8,428.19	\$8,594.22	\$8,763.53	\$8,936.17
Repairs & Maintenance	C-2	\$40,204.73	1.97%	\$40,996.76	\$41,804.40	\$42,627.95	\$43,467.72
Gas & Oil	C-3	\$24,317.23	15.23%	\$28,020.74	\$32,288.30	\$37,205.81	\$42,872.26
Tires	C-4		1.97%	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 00</b>		<b>\$72,787.32</b>		<b>\$77,445.69</b>	<b>\$82,686.93</b>	<b>\$88,597.29</b>	<b>\$95,276.14</b>

Taxes and Licenses		245,334	250,167	255,095	260,120
Repairs & Maintenance		809,628	825,577	841,841	858,425
Gas & Oil (Diesel Costs)		590,581	619,017	650,676	686,030
Gas & Oil (RNG Costs)					
Tires		223,038	227,432	231,912	236,481
		1,868,580	1,922,192	1,979,524	2,041,057
		1,868,580	1,922,192	1,979,524	2,041,057
		-	-	-	-

**TABLE D - OTHER COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY

Legend

	Proposed at			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Reconcil	Current Dollars					
	Adj	FY 20/21	Index				

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

**Department 10 - Commercial FEL**

Other Costs							
Equipment Insurance		\$49,286.23	N/A	\$50,271.95	\$51,277.39	\$52,302.94	\$53,349.00
Uniforms		\$9,978.59	1.97%	\$10,175.17	\$10,375.62	\$10,580.02	\$10,788.45
<b>Total Department 10</b>	<b>#</b>	<b>\$59,264.82</b>		<b>\$60,447.12</b>	<b>\$61,653.01</b>	<b>\$62,882.96</b>	<b>\$64,137.45</b>

**Department 20 - Commercial Roll-Offs**

Other Costs							
Equipment Insurance		\$26,236.99	N/A	\$26,761.73	\$27,296.96	\$27,842.90	\$28,399.76
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70	\$2,351.12	\$2,397.44
<b>Total Department 20</b>	<b>#</b>	<b>\$28,454.46</b>		<b>\$29,022.88</b>	<b>\$29,602.66</b>	<b>\$30,194.02</b>	<b>\$30,797.20</b>

**Department 30 - Residential Collection**

Other Costs							
Equipment Insurance		\$58,816.44	N/A	\$59,992.77	\$61,192.62	\$62,416.48	\$63,664.81
Uniforms		\$11,776.83	1.97%	\$12,008.83	\$12,245.41	\$12,486.64	\$12,732.63
<b>Total Department 30</b>	<b>#</b>	<b>\$70,593.27</b>		<b>\$72,001.60</b>	<b>\$73,438.03</b>	<b>\$74,903.12</b>	<b>\$76,397.44</b>

**Department 40 - Commercial / Industrial Recycling**

Other Costs							
Equipment Insurance		\$26,946.23	N/A	\$27,485.15	\$28,034.86	\$28,595.55	\$29,167.47
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70	\$2,351.12	\$2,397.44
<b>Total Department 40</b>	<b>#</b>	<b>\$29,163.70</b>		<b>\$29,746.31</b>	<b>\$30,340.56</b>	<b>\$30,946.68</b>	<b>\$31,564.90</b>

**Department 50 - Yard Waste Recycling**

Other Costs							
Equipment Insurance		\$28,631.13	N/A	\$29,203.75	\$29,787.83	\$30,383.58	\$30,991.26
Uniforms		\$4,729.17	1.97%	\$4,822.33	\$4,917.33	\$5,014.21	\$5,112.99
<b>Total Department 50</b>	<b>#</b>	<b>\$33,360.30</b>		<b>\$34,026.09</b>	<b>\$34,705.16</b>	<b>\$35,397.79</b>	<b>\$36,104.24</b>

**Department 59 - Commercial Food Scraps**

Other Costs							
Equipment Insurance		\$5,071.51	N/A	\$5,172.94	\$5,276.40	\$5,381.93	\$5,489.57
Uniforms		\$945.83	1.97%	\$964.46	\$983.46	\$1,002.84	\$1,022.59
<b>Total Department 59</b>	<b>#</b>	<b>\$6,017.34</b>		<b>\$6,137.40</b>	<b>\$6,259.86</b>	<b>\$6,384.76</b>	<b>\$6,512.16</b>

**Department 70 - Multi-Family Recycling**

Other Costs							
Equipment Insurance		\$58,572.47	N/A	\$59,743.92	\$60,938.80	\$62,157.57	\$63,400.73
Uniforms		\$7,078.88	1.97%	\$7,218.33	\$7,360.54	\$7,505.54	\$7,653.40
<b>Total Department 70</b>	<b>#</b>	<b>\$65,651.35</b>		<b>\$66,962.25</b>	<b>\$68,299.33</b>	<b>\$69,663.11</b>	<b>\$71,054.12</b>

**TABLE D - OTHER COSTS BY DEPARTMENT**



## CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Proposed at City Current Dollars			Compensation	Compensation	Compensation	Compensation
			Year 1	Year 2	Year 3	Year 4
Adj	FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25

## Department 80 - Vehicle Maintenance

## Other Costs

Equipment Insurance	\$11,079.68	N/A	\$11,301.27	\$11,527.30	\$11,757.85	\$11,993.00
Uniforms	\$13,740.49	1.97%	\$14,011.18	\$14,287.20	\$14,568.66	\$14,855.66
<b>Total Department 80</b>	<b>#</b>	<b>\$24,820.17</b>	<b>\$25,312.45</b>	<b>\$25,814.50</b>	<b>\$26,326.50</b>	<b>\$26,848.66</b>

## Department 90 - Container Maintenance

## Other Costs

Equipment Insurance	\$13,129.41	N/A	\$13,392.00	\$13,659.84	\$13,933.03	\$14,211.70
Uniforms	\$4,101.32	1.97%	\$4,182.12	\$4,264.50	\$4,348.51	\$4,434.18
<b>Total Department 90</b>	<b>#</b>	<b>\$17,230.73</b>	<b>\$17,574.11</b>	<b>\$17,924.34</b>	<b>\$18,281.55</b>	<b>\$18,645.88</b>

## Department 00 - Administration

## Other Costs

Temporary Help	\$0.00	1.97%	\$0.00	\$0.00	\$0.00	\$0.00
Uniforms	\$1,780.26	1.97%	\$1,815.33	\$1,851.09	\$1,887.56	\$1,924.74
Amortization Expense	\$24,539.58	1.97%	\$25,023.01	\$25,515.96	\$26,018.63	\$26,531.19
Equipment Insurance	\$12,536.96	N/A	\$12,787.70	\$13,043.45	\$13,304.32	\$13,570.41
Facilities Rental	\$544,551.60	1.97%	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00
Utilities	\$32,991.35	1.97%	\$33,641.28	\$34,304.01	\$34,979.80	\$35,668.90
Telephone	\$63,417.93	1.97%	\$64,667.26	\$65,941.21	\$67,240.25	\$68,564.88
Liab Insurance & Bonds	\$250,832.13	N/A	\$255,773.52	\$260,812.26	\$265,950.26	\$271,189.48
Other Taxes/Licenses	\$100,079.00	1.97%	\$102,050.56	\$104,060.95	\$106,110.95	\$108,201.34
Outside Accounting	\$82,187.93	1.97%	\$83,807.03	\$85,458.03	\$87,141.55	\$88,858.24
Legal Services	\$5,977.90	1.97%	\$6,095.66	\$6,215.75	\$6,338.20	\$6,463.06
Outside Consulting Svcs	\$28,926.27	1.97%	\$29,496.12	\$30,077.19	\$30,669.71	\$31,273.91
Supplies	\$38,622.09	1.97%	\$39,382.95	\$40,158.79	\$40,949.92	\$41,756.63
Equipment Rental	\$16,562.84	1.97%	\$16,889.13	\$17,221.84	\$17,561.11	\$17,907.07
Postage	\$9,596.09	1.97%	\$9,785.13	\$9,977.90	\$10,174.46	\$10,374.90
Printing Services	\$14,040.75	1.97%	\$14,317.35	\$14,599.40	\$14,887.01	\$15,180.29
Training/Safety Program	\$33,014.09	1.97%	\$33,664.47	\$34,327.66	\$35,003.91	\$35,693.49
Advertising/Promotion	\$2,839.78	1.97%	\$2,895.72	\$2,952.77	\$3,010.94	\$3,070.25
Dues/Subscriptions	\$3,226.70	1.97%	\$3,290.27	\$3,355.08	\$3,421.18	\$3,488.58
Bank Fees	\$124,757.27	1.97%	\$58,554.99	\$59,708.52	\$60,884.78	\$62,084.21
(Gain) or Loss on Sale of Assets	\$78,149.51	N/A	\$0.00	\$0.00	\$0.00	\$0.00
(Gain) or Loss on Warranty Carts		N/A	\$0.00	\$0.00	\$0.00	\$0.00
(Gain) or Loss on Sale of Bonds		N/A	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 00</b>	<b>#</b>	<b>\$1,468,630.03</b>	<b>\$1,593,937.48</b>	<b>\$1,609,581.89</b>	<b>\$1,625,534.56</b>	<b>\$1,641,801.58</b>

Market change in rent - Add another \$100,000 if 7 year contract with no fixed  
Plus will fix rent for 4 years with 10 year contract

Change in vendor - new savings

Equipment Insurance	296,113	302,035	308,076	314,238
Uniforms	59,720	60,897	62,096	63,320

TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT

Selection made on Pmt Sum tab ->

Depreciation Timeline

10 Years

CITY OF SUNNYVALE-SPECIALTY  
NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
10 - Commercial FEL	\$593,334.69	\$678,479.64	\$697,192.80	\$668,601.68	\$804,720.80
20 - Commercial Roll-Off	\$188,588.33	\$215,651.21	\$221,599.09	\$212,511.55	\$255,776.30
30 - Residential Collection	\$720,335.10	\$823,704.91	\$846,423.54	\$811,712.62	\$976,967.38
40 - Commercial Recycling	\$2,332.83	\$2,667.60	\$2,741.17	\$2,628.76	\$3,163.94
50 - Yard Waste Recycling	\$245,561.52	\$280,800.19	\$288,544.94	\$276,712.03	\$333,047.21
59 - Commercial Food Scraps	\$55,637.61	\$63,621.74	\$65,376.49	\$62,695.47	\$75,459.51
70 - Multi-Family Recycling	\$685,105.97	\$783,420.32	\$805,027.85	\$772,014.53	\$929,187.25
80 - Vehicle Maintenance	\$16,829.29	\$19,244.33	\$19,775.11	\$18,964.16	\$22,825.03
90 - Container Maintenance	\$15,374.50	\$17,580.78	\$18,065.67	\$17,324.82	\$20,851.94
00 - Administration	\$28,937.16	\$33,089.71	\$34,002.36	\$32,607.96	\$39,246.54
<b>Total</b>	<b>\$2,552,037.00</b>	<b>\$2,918,260.43</b>	<b>\$2,998,749.03</b>	<b>\$2,875,773.57</b>	<b>\$3,461,245.90</b>

Department	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22
10 - Commercial FEL	\$593,334.69	\$706,093.00	\$593,334.69	\$678,479.64
20 - Commercial Roll-Off	\$188,588.33	\$224,427.97	\$188,588.33	\$215,651.21
30 - Residential Collection	\$720,335.10	\$857,228.78	\$720,335.10	\$823,704.91
40 - Commercial Recycling	\$2,332.83	\$2,776.16	\$2,332.83	\$2,667.60
50 - Yard Waste Recycling	\$245,561.52	\$292,228.44	\$245,561.52	\$280,800.19
59 - Commercial Food Scra	\$55,637.61	\$66,211.07	\$55,637.61	\$63,621.74
70 - Multi-Family Recycling	\$685,105.97	\$815,304.64	\$685,105.97	\$783,420.32
80 - Vehicle Maintenance	\$16,829.29	\$20,027.56	\$16,829.29	\$19,244.33
90 - Container Maintenance	\$15,374.50	\$18,296.30	\$15,374.50	\$17,580.78
00 - Administration	\$28,937.16	\$34,436.43	\$28,937.16	\$33,089.71
<b>Total</b>	<b>\$2,552,037.00</b>	<b>\$3,037,030.34</b>	<b>\$2,552,037.00</b>	<b>\$2,918,260.43</b>

Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No Input]

23%

7%

28%

0%

10%

2%

27%

1%

1%

1%

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

Additions	1 FY21/22	2 FY22/23	3 FY23/24	4 FY24/25
1A MF Food Scraps - Trucks	475,000	489,250	503,928	-
1A MF Food Scraps - Containers	201,333	176,853	-	-
1B MF Yard Trim - Trucks	475,000	-	503,928	-
1B MF Yard Trim - Containers	493,205	-	-	-
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	-
2A Expanded Comm Organics - Containers	-	51,710	53,261	54,859
3 Bulky & Reuse - Trucks	-	-	-	-
3 Bulky & Reuse - Bins	-	-	-	-
6 Technical Assistance	100,000	-	133,000	-
7 1383	90,000	-	-	-
10 Fueling Station	1,999,763	-	-	-
10 Fueling Station - Electric Bridge	103,302	-	-	-
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Existing Depts Additions - Containers	294,600	1,665,510	4,249,475	2,792,505

		1 FY21/22	2 FY22/23	3 FY23/24	4 FY24/25
10 Year Life	Life				
Existing Assets Purchased Before 6/30/2021	various	2,641,131	2,352,827	1,585,339	1,425,029
Existing Depts Additions - Trucks	10	245,670	437,871	655,355	1,119,764
Existing Depts Additions - Office Equip	10	2,000	12,040	14,121	16,243
Existing Depts Additions - Containers	10	29,460	196,011	620,959	900,209
<b>Total Depreciation -Existing</b>		<b>2,918,260</b>	<b>2,998,749</b>	<b>2,875,774</b>	<b>3,461,246</b>
1A MF Food Scraps - Trucks	10	23,750	47,500	47,500	47,500
1A MF Food Scraps - Trucks	10	-	24,463	48,925	48,925
1A MF Food Scraps - Trucks	10	-	-	25,196	50,393
1A MF Food Scraps - Containers	10	10,067	20,133	20,133	20,133
1A MF Food Scraps - Containers	10	-	8,843	17,685	17,685
<b>Total 1A MF Scraps</b>		<b>33,817</b>	<b>100,939</b>	<b>159,440</b>	<b>184,636</b>
1B MF Yard Trim - Trucks	10	23,750	47,500	47,500	47,500
1B MF Yard Trim - Trucks	10	-	-	25,196	50,393
1B MF Yard Trim - Containers	10	24,660	49,320	49,320	49,320
<b>Total MF Yard Trim</b>		<b>48,410</b>	<b>96,820</b>	<b>122,017</b>	<b>147,213</b>
2A Expanded Comm Organics - Trucks	10	-	-	-	-
2A Expanded Comm Organics - Trucks	10	-	48,925	97,850	97,850
2A Expanded Comm Organics - Trucks	10	-	-	50,393	100,786
2A Expanded Comm Organics - Trucks	10	-	-	-	-
2A Expanded Comm Organics - Containers	10	-	5,171	10,497	15,983
<b>Total 2A Expanded Comm Organics</b>		<b>-</b>	<b>54,096</b>	<b>158,740</b>	<b>214,618</b>
3 Bulky & Reuse - Trucks	7	-	-	-	-
3 Bulky & Reuse - Bins	10	-	-	-	-
<b>3 Bulky &amp; Reuse</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>6 Technical Assistance</b>	<b>5</b>	<b>20,000</b>	<b>20,000</b>	<b>46,600</b>	<b>46,600</b>
<b>7 1383</b>	<b>7</b>	<b>12,857</b>	<b>12,857</b>	<b>12,857</b>	<b>12,857</b>
Fueling Station	15	133,318	133,318	133,318	133,318
Fueling Station Electric Bridge	15	6,887	6,887	6,887	6,887
<b>10 Fueling Station</b>		<b>140,204</b>	<b>140,204</b>	<b>140,204</b>	<b>140,204</b>
<b>TOTAL DEPRECIATION</b>		<b>3,173,549</b>	<b>3,423,665</b>	<b>3,515,632</b>	<b>4,207,376</b>
<b>Original depreciation w/o life extension</b>		<b>3,387,224</b>	<b>3,684,840</b>	<b>3,803,406</b>	<b>4,495,150</b>
Savings		213,675	261,175	287,775	287,775

**TABLE F - INTEREST EXPENSE ALLOCATION  
BY DEPARTMENT**

	Proposed at Current Dollars	Compensation	Compensation	Compensation	Compensation
	FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
10 - Commercial FEL	\$0.00	\$0.00			
20 - Commercial Roll-Off	\$0.00	\$0.00			
30 - Residential Collection	\$0.00	\$0.00			
40 - Commercial & Industrial Recyc	\$0.00	\$0.00			
50 - Yard Waste Recycling	\$0.00	\$0.00			
70 - Multi-Family / Curbside Recycl	\$0.00	\$0.00			
80 - Vehicle Maintenance	\$0.00	\$0.00			
90 - Container Maintenance	\$0.00	\$0.00			
00 - Administrative	\$212,316.06	\$198,643.18	\$238,756.37	\$440,775.57	\$625,768.00
1A MF Food Scraps	\$0.00	\$34,144.90	\$42,139.34	\$37,181.77	\$32,224.20
1B 2B 5 Yard Trimmings	\$0.00	\$32,192.80	\$28,804.09	\$25,415.37	\$22,026.66
2A Comm Expanded Organics	\$0.00	\$0.00	\$52,623.69	\$64,865.66	\$56,216.91
3 4 MF Bulky and Reuse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 Technical Assistance		\$3,325.00	\$2,975.00	\$2,625.00	\$2,275.00
7 1383		\$2,992.50	\$2,677.50	\$2,362.50	\$2,047.50
10 Fueling Station		\$69,926.92	\$62,566.20	\$55,205.47	\$47,844.74
<b>Net Interest Expense</b>	<b>\$212,316.06</b>	<b>\$341,225.31</b>	<b>\$430,542.18</b>	<b>\$628,431.34</b>	<b>\$788,403.00</b>

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.

check \$0.00 \$0.00 \$0.00

Depreciation Timeline  
Selection made on Pmt Sum tab → 10 Years

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS					
Department	7 Years	7 Years	10 Years	10 Years	Legend
	Proposed at Current Dollars	Compensation	Proposed at Current Dollars	Compensation	Contractor/Proposer Input Calculation/Pulled from Schedule [No input required]
	FY 20/21	Year 1 FY 21/22	FY 20/21	Year 1 FY 21/22	
10 - Commercial FEL					
20 - Commercial Roll-Off					
30 - Residential Collection					
40 - Commercial Recycling					
50 - Yard Waste Recycling					
80 - Vehicle Maintenance					
90 - Container Maintenance					
00 - Administration	\$212,316.06	\$63,053.94	\$212,316.06	\$198,643.18	
1A Mf Food Scraps		\$33,637.65		\$34,144.90	
1B 2B 5 Yard Trimmings		\$31,466.65		\$32,192.80	
2A Comm Expanded Organics		\$18,028.67		\$0.00	
3 4 MF Bulky and Reuse		\$0.00		\$0.00	
6 Technical Assistance		\$3,250.00		\$3,325.00	
7 1383		\$2,925.00		\$2,992.50	
10 Fueling Station		\$68,349.63		\$69,926.92	
<b>Total</b>	<b>\$212,316.06</b>	<b>\$220,711.53</b>	<b>\$212,316.06</b>	<b>\$341,225.31</b>	

Interest Rate	5.0%			
Contract Year	1	2	3	4
	FY21/22	FY22/23	FY23/24	FY24/25
Loan Principal Balance, Beg.	3,040,393			-
1A MF Food Scraps - Trucks	475,000	489,250	503,928	
1A MF Food Scraps - Containers	201,333	176,853		
1B MF Yard Trim - Trucks	475,000		503,928	
1B MF Yard Trim - Containers	493,205			
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	-
2A Expanded Comm Organics - Containers	-	51,710	53,261	
3 Bulky & Reuse - Trucks	-			
3 Bulky & Reuse - Bins	-			
6 Technical Assistance	100,000		133,000	
7 1383	90,000			
10 Fueling Station	1,999,763			
10 Fueling Station - Electric Bridge	103,302			
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions - Containers	294,600	1,665,510	4,249,475	2,792,505
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Loan Payment (= to Depr)	3,173,549	3,423,665	3,515,632	4,207,376
Principal Estimate	2,832,324	2,993,123	2,887,200	3,418,973
Loan Principal Balance, End	6,916,971	9,308,082	15,067,981	19,106,828
Interest Rate	3.5%	3.5%	3.5%	3.5%
<b>Estimated Interest</b>	<b>341,225</b>	<b>430,542</b>	<b>628,431</b>	<b>788,403</b>
Interest Allocations				
Existing operations	198,643	238,756	440,776	625,768
1A MF Food Scraps	34,145	42,139	37,182	32,224
1B Yard Trims	32,193	28,804	25,415	22,027
2A Expanded Organics	-	52,624	64,866	56,217
3 Bulky and Reuse	3,325	2,975	2,625	2,275
6 Technical Assistance	2,993	2,678	2,363	2,048
7 1383	69,927	62,566	55,205	47,845
10 Fueling Station	341,225	430,542	628,431	788,403
Total Interest				
Expected inflation cost of equipment	3.0%			
Life of Container	10			
Expected Cost of Truck Per Unit				
Front Loader Cost	475,000	489,250	503,928	519,045
<i>Front Loader Cost - Electric</i>				
Automated Side Loader	550,000	566,500	583,495	601,000
<i>Automated Side Loader - Electric</i>				
Rolloff	350,000	360,500	371,315	382,454
<i>Rolloff - Electric</i>				
Forklift	89,000	91,670	94,420	97,253
Stake Bed	76,000	78,280	80,628	83,047
Flatbed Boom Truck	256,698	264,399	272,331	280,501
Service Truck	110,000	113,300	116,699	120,200
Pickups	45,000	46,350	47,741	49,173
158 - Frontloader	-	-	-	-
101 - Frontloader	-	-	-	-
103 - Frontloader	-	-	-	519,045
105 - Frontloader	-	-	-	519,045
106 - Frontloader	-	-	503,928	-
109 - Frontloader	-	-	503,928	-
111 - Frontloader	-	489,250	-	-
102 - Frontloader	-	-	-	-
107 - Frontloader	-	-	-	-
New CNG Vehicle - Frontloader	-	-	-	-
New CNG Vehicle - Frontloader	-	-	-	-
201 - Rolloff	-	-	-	-
202 - Rolloff	-	-	-	-
New - Rolloff	-	-	-	-
New - Rolloff	-	-	-	-
301	-	-	-	601,000
306	-	-	-	-
320	-	-	-	601,000
311	-	-	-	-
313	-	-	-	-
314	-	-	-	-
315	-	-	-	-
316	-	-	-	-
317	-	-	-	-
318	-	-	-	-
319	-	-	-	-
441/141	-	-	-	-
442/142	-	-	-	-
501	-	566,500	-	-
502	-	-	-	601,000
503	-	-	583,495	-
504	-	-	-	601,000
505	-	-	-	601,000
592	-	-	-	-
721	550,000	-	-	-
722	550,000	-	-	-
723	550,000	-	-	-
724	550,000	-	-	-
725	-	566,500	-	-
726	-	-	583,495	-
707	-	-	-	601,000
New 700	-	-	-	-
Repair Truck - 80	-	-	-	-
Pickups - 80	-	-	-	-
Pickups - 90	-	-	-	-
Stake Side Bed - 90	-	-	-	-
Flatbed Boom Truck - 90	256,698	-	-	-
Forklift - 90	-	299,761	-	-
<b>Total Trucks</b>	<b>2,456,698</b>	<b>1,922,011</b>	<b>2,174,845</b>	<b>4,644,090</b>
Containers - maintain existing				
Dept 10	25,000	\$25,750	\$26,523	\$27,318
Dept 20	35,000	36,050	37,132	38,245
Dept 30	32,000	32,960	33,949	34,967
Dept 40	-	-	-	-
Dept 50	-	-	34,000	35,020
Dept 50 - MF/Commercial	-	-	-	27,318
Dept 59	25,000	25,750	26,523	27,318
Dept 59 - 2A	-	-	-	27,318
Relabel bins Dept 10, 40, and 59	177,600	-	-	-
Replace yard waste carts	-	1,545,000	1,591,350.00	-
Replace split carts	-	-	2,500,000	2,575,000
FoodCycle split carts	-	-	-	-
<b>Total Containers</b>	<b>294,600</b>	<b>1,665,510</b>	<b>4,249,475</b>	<b>2,792,505</b>
<b>Office equipment</b>	<b>20,000</b>	<b>100,400</b>	<b>20,808</b>	<b>21,224</b>

	1	2	3	4
	Used to estimate allocation of interest to new program			
1A	475,000	427,500	380,000	332,500
	475,000	489,250	434,889	380,528
	201,333	181,200	161,067	140,933
		176,853	157,203	137,553
1B	475,000	427,500	380,000	332,500
	493,205	443,884	394,564	345,243
2A	-	978,500	869,778	761,056
	-		#####	881,873
	-	51,710	45,964	40,219
	-		53,261	46,604
3	-	-	-	-
6	-	-	-	-
7	100,000	90,000	80,000	70,000
	90,000	81,000	72,000	63,000
10	#####	#####	#####	1,399,834
	103,302	92,972	82,642	72,312

Interest Rate	3.5%			
Contract Year	1	2	3	4
	FY21/22	FY22/23	FY23/24	FY24/25
Loan Principal Balance, Beg.	3,040,393	4,999,294	10,383,529	19,030,628
1A MF Food Scraps - Trucks	475,000	489,250	503,928	
1A MF Food Scraps - Containers	201,333	176,853		
1B MF Yard Trim - Trucks	475,000		503,928	
1B MF Yard Trim - Containers	493,205			
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	
2A Expanded Comm Organics - Containers	-	51,710	53,261	54,859
3 Bulky & Reuse - Trucks	-			
3 Bulky & Reuse - Bins	-			
6 Technical Assistance	100,000		133,000	
7 1383	90,000			
10 Fueling Station	1,999,763			
10 Fueling Station - Electric Bridge	103,302			
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions - Containers	294,600	1,665,510	4,249,475	2,792,505
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Expected inflation cost of equipment	3.0%			
Life of Container	10			

<b>Expected Cost of Truck Per Unit</b>				
Front Loader Cost	475,000	489,250	503,928	519,045
<i>Front Loader Cost - Electric</i>				
Automated Side Loader	550,000	566,500	583,495	601,000
<i>Automated Side Loader - Electric</i>				
Rolloff	350,000	360,500	371,315	382,454
<i>Rolloff - Electric</i>				
Forklift	97,010	99,920	102,918	106,005
Stake Bed	76,000	78,280	80,628	83,047
Flatbed Boom Truck	256,698	264,399	272,331	280,501
Service Truck	110,000	113,300	116,699	120,200
Pickups	45,000	46,350	47,741	49,173

158/458 - Frontloader (12 yr replacement)				
101/401 - Frontloader (12 yr replacement)				
103 - Frontloader (12 yr replacement)				519,045
105 - Frontloader (12 yr replacement)				519,045
106 - Frontloader (12 yr replacement)			503,928	
109 - Frontloader (12 yr replacement)			503,928	
111 - Frontloader (12 yr replacement)		489,250		
102 - Frontloader (12 yr replacement)				
107 - Frontloader (12 yr replacement)				
108 - Frontloader (12 yr replacement)				
121 - Frontloader (12 yr replacement)				
201 - Rolloff (12 yr replacement)				
202 -Rolloff (12 yr replacement)				
203 -Rolloff (12 yr replacement)				
204 -Rolloff (12 yr replacement)				
301 (12 yr replacement)				601,000
306 - (Spare) no replacement scheduled				
320 (12 yr replacement)				601,000
311 (12 yr replacement)				
313 (12 yr replacement)				
314 (12 yr replacement)				
315 (12 yr replacement)				
316 (12 yr replacement)				
317 (12 yr replacement)				
318 (12 yr replacement)				
319 (12 yr replacement)				
441/141 - Frontloader				
442/142 - Frontloader				
501 (12 yr replacement)		566,500		
502 (12 yr replacement)				601,000
503 (12 yr replacement)			583,495	
504 (12 yr replacement)				601,000
505 (12 yr replacement)				601,000
592 (12 yr replacement)				
721 (12 yr replacement)	550,000			
722 (12 yr replacement)	550,000			
723 (12 yr replacement)	550,000			
724 (12 yr replacement)	550,000			
725 (10 yr replacement)		566,500		
726 (10 yr replacement)			583,495	
707 (10 yr replacement)				601,000
728 (12 yr replacement)				
Repair Truck - 80				
Pickups - 80 (full-size)				
Pickups - 00				
Stake Side Bed - 90				
Flatbed Boom Truck - 90	256,698			
Forklift - 90 (X3) every 5 years, possibly 7		299,761		
Total Trucks - Existing	2,456,698	1,922,011	2,174,845	4,644,090
TOTAL TRUCKS W/ NEW PROGRAMS	3,496,698	3,389,761	4,190,555	4,644,090

Garbage Trucks	6	6	7	8
Other Trucks	-	3	-	-
Total Trucks	6	9	7	8

Containers - maintain existing				
Dept 10	25,000	\$25,750	\$26,523	\$27,318
Dept 20	35,000	36,050	37,132	38,245
Dept 30	32,000	32,960	33,949	34,967
Dept 40	-			
Dept 50	-	-	34,000	35,020
Dept 50 - MF/Commercial				27,318
Dept 59	25,000	25,750	26,523	27,318
Dept 59 - 2A				27,318
Relabel bins Dept 10, 40, and 59	177,600			
Replace yard waste carts		1,545,000	1,591,350.00	-
Replace split carts (department 70)			2,500,000	2,575,000
FoodCycle split carts				
Total Containers	294,600	1,665,510	4,249,475	2,792,505

Office equipment	20,000	100,400	20,808	21,224
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**TABLE G - HEALTH & WELFARE EXPENSE BY  
DEPARTMENT**

**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Department	Proposed at Current		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	FY 20/21	Index				
10 - Commercial FEL	\$338,917.01	5%	\$355,862.86	\$373,656.00	\$392,338.80	\$411,955.74
20 - Commercial Roll-Off	\$73,612.32	5%	\$77,292.94	\$81,157.58	\$85,215.46	\$89,476.24
30 - Residential Collection	\$841,664.37	5%	\$883,747.59	\$927,934.97	\$974,331.72	\$1,023,048.30
40 - Commercial Recycling	\$62,113.08	5%	\$65,218.73	\$68,479.67	\$71,903.65	\$75,498.84
50 - Yard Waste Recycling	\$186,862.61	5%	\$196,205.74	\$206,016.03	\$216,316.83	\$227,132.67
59 - Commercial Food Scraps	\$37,531.32	5%	\$39,407.89	\$41,378.28	\$43,447.19	\$45,619.55
70 - Multi-Family Recycling	\$207,223.70	5%	\$217,584.89	\$228,464.13	\$239,887.34	\$251,881.70
80 - Vehicle Maintenance	\$257,643.12	5%	\$270,525.28	\$284,051.54	\$298,254.12	\$313,166.82
90 - Container Maintenance	\$141,561.02	5%	\$148,639.07	\$156,071.02	\$163,874.58	\$172,068.30
00 - Administration	\$444,235.14	5%	\$466,446.90	\$489,769.24	\$514,257.70	\$539,970.59
<b>Total</b>	<b>\$2,591,363.69</b>		<b>\$2,720,931.87</b>	<b>\$2,856,978.47</b>	<b>\$2,999,827.39</b>	<b>\$3,149,818.76</b>

*\*Expenses are incorporated into Schedule B by Department*

**Legend**

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]



**TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Department	Proposed at Current Dollars		Revised W/c per Insurance Company		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	FY 20/21	Index	FY20/21	Adjustment				
10 - Commercial FEL	\$32,288.37	3%	\$66,388.47		\$68,380.12	\$70,431.53	\$72,544.47	\$74,720.81
20 - Commercial Roll-Off	\$9,160.50	3%	\$28,579.50		\$29,436.88	\$30,319.99	\$31,229.59	\$32,166.48
30 - Residential Collection	\$38,260.51	3%	\$55,521.88		\$57,187.53	\$58,903.16	\$60,670.25	\$62,490.36
40 - Commercial Recycling	\$7,397.47	3%	\$23,104.05		\$23,797.17	\$24,511.09	\$25,246.42	\$26,003.81
50 - Yard Waste Recycling	\$12,491.49	3%	\$32,938.28		\$33,926.43	\$34,944.22	\$35,992.55	\$37,072.32
59 - Commercial Food Scraps	\$5,532.72	3%	\$12,921.33		\$13,308.97	\$13,708.24	\$14,119.49	\$14,543.07
70 - Multi-Family Recycling	\$27,228.39	3%	\$63,430.65		\$65,333.57	\$67,293.58	\$69,312.39	\$71,391.76
80 - Vehicle Maintenance	\$23,178.32	3%	\$52,380.52		\$53,951.94	\$55,570.50	\$57,237.61	\$58,954.74
90 - Container Maintenance	\$13,691.55	3%	\$3,601.57		\$3,709.61	\$3,820.90	\$3,935.53	\$4,053.60
00 - Administration	\$28,287.31	3%	\$11,401.76		\$11,743.81	\$12,096.12	\$12,459.01	\$12,832.78
Total	\$197,516.63		\$350,268.00	\$ -	\$360,776.04	\$371,599.32	\$382,747.30	\$394,229.72

\*Expenses are incorporated into Schedule B by Department

Average per driver: Dept 10 - 70  
Total Union Employees (Department 10 - 90) 54  
Total insurance premium \$ 338,866  
Avg. per driver \$ 6,275 use for new program s

**Legend**

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

19%  
8%  
16%  
7%  
9%  
4%  
18%  
15%  
1%  
3%

Quote for FY 20/21 from Alaska Insurance

Class Code	Estimated Annual Payroll 4/1/2020 - 4/1/2021	Rate	Premium	Net Rate	Net Premium
Location 001		SDWR			
8742					
8810	\$1,518,696	0.36	\$5,467	0.24	\$3,587
9403	\$6,364,084	10.36	\$659,319	5.45	\$346,581
9424					
	\$7,882,780	<b>SUB TOTAL</b>	\$664,786		\$350,268
Waiver of Subrogation	Percentage of Premium	2%	\$13,256		
	<b>SUB TOTAL</b>		<b>\$678,042</b>		
Experience Modification	76%		<b>(\$162,749)</b>		
Modified Std Premium			<b>\$515,342</b>		
Schedule Credit or Debit	-35.00%		<b>\$334,973</b>		
Premium Discount			<b>\$0</b>		
Discounted Premium			<b>\$334,973</b>		
Expense Constant					
TRIA Act of 2002	0.05%		\$3,705		
Total Estimated Premium			<b>\$338,677</b>		
Guarantee Assoc. Assessment	0.00%		\$0		
CA Admin Revolving Fund	1.70%		\$5,771		
CA Anti-Fraud Assessment	0.33%		\$1,134		
UIEB Trust Fund Assessment	0.13%		\$431		
SIB Trust Fund Assessment	0.48%		\$1,636		
CA OSHA Assessment	0.39%		\$1,327		
CA LECF Assessment	0.38%		\$1,291		
	<b>TOTAL</b>		<b>\$350,268</b>		

Expense  
Constant  
& CA Fees  
Not Included  
in Net Rates  
\$0.00  
\$350,268

**TABLE I - VEHICLE INSURANCE EXPENSE BY  
DEPARTMENT**

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

Department	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Current FY 20/21	Index				
10 - Commercial FEL	\$49,286.23	2%	\$50,271.95	\$51,277.39	\$52,302.94	\$53,349.00
20 - Commercial Roll-Off	\$26,236.99	2%	\$26,761.73	\$27,296.96	\$27,842.90	\$28,399.76
30 - Residential Collection	\$58,816.44	2%	\$59,992.77	\$61,192.62	\$62,416.48	\$63,664.81
40 - Commercial Recycling	\$26,946.23	2%	\$27,485.15	\$28,034.86	\$28,595.55	\$29,167.47
50 - Yard Waste Recycling	\$28,631.13	2%	\$29,203.75	\$29,787.83	\$30,383.58	\$30,991.26
59 - Commercial Food Scraps	\$5,071.51	2%	\$5,172.94	\$5,276.40	\$5,381.93	\$5,489.57
70 - Multi-Family Recycling	\$58,572.47	2%	\$59,743.92	\$60,938.80	\$62,157.57	\$63,400.73
80 - Vehicle Maintenance	\$11,079.68	2%	\$11,301.27	\$11,527.30	\$11,757.85	\$11,993.00
90 - Container Maintenance	\$13,129.41	2%	\$13,392.00	\$13,659.84	\$13,933.03	\$14,211.70
00 - Administration	\$12,536.96	2%	\$12,787.70	\$13,043.45	\$13,304.32	\$13,570.41
<b>Total</b>	<b>\$290,307.05</b>		<b>\$296,113.19</b>	<b>\$302,035.45</b>	<b>\$308,076.16</b>	<b>\$314,237.69</b>

\*Expenses are incorporated into Schedule D by Department

Legend

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input provided]

# TABLE J - LIABILITY INSURANCE EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars  FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
10 - Commercial FEL	N/A	N/A			
20 - Commercial Roll-Off	N/A	N/A			
30 - Residential Collection	N/A	N/A			
40 - Commercial Recycling	N/A	N/A			
50 - Yard Waste Recycling	N/A	N/A			
70 - Multi-Family Recycling	N/A	N/A			
80 - Vehicle Maintenance	N/A	N/A			
90 - Container Maintenance	N/A	N/A			
00 - Administration	\$250,832.13	\$255,773.52	\$260,812.26	\$265,950.26	\$271,189.48
<b>Total</b>	<b>\$250,832.13</b>	<b>\$255,773.52</b>	<b>\$260,812.26</b>	<b>\$265,950.26</b>	<b>\$271,189.48</b>

\*Expenses are incorporated into Schedule D by Department

## Legend

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input

**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

	Proposed at Current Dollars	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Department 80 - Vehicle Maintenance</b>	<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>	<b>\$1,678,650.87</b>	<b>\$1,757,729.92</b>
<b><i>Basis of Allocation - Number of Trucks</i></b>					
10 - Commercial FEL	9.00	19.15%	19.15%	19.15%	19.15%
20 - Commercial Roll-Off	4.00	8.51%	8.51%	8.51%	8.51%
30 - Residential Collection	11.00	23.40%	23.40%	23.40%	23.40%
40 - Commercial & Industrial Recycling	5.00	10.64%	10.64%	10.64%	10.64%
50 - Yard Waste Recycling	6.00	12.77%	12.77%	12.77%	12.77%
59 - Commercial Food Scraps	1.00	2.13%	2.13%	2.13%	2.13%
70 - Multi-Family Recycling	11.00	23.40%	23.40%	23.40%	23.40%
<b>Total Trucks</b>	<b>47.00</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

***Cost Allocated to Each Department***

10 - Commercial FEL	\$274,810.29	\$293,296.63	\$307,971.76	\$321,443.78	\$336,586.58
20 - Commercial Roll-Off	\$122,137.91	\$130,354.06	\$136,876.34	\$142,863.90	\$149,594.04
30 - Residential Collection	\$335,879.25	\$358,473.66	\$376,409.93	\$392,875.74	\$411,383.60
40 - Commercial & Industrial Recycling	\$152,672.39	\$162,942.57	\$171,095.42	\$178,579.88	\$186,992.54
50 - Yard Waste Recycling	\$183,206.86	\$195,531.09	\$205,314.51	\$214,295.86	\$224,391.05
59 - Commercial Food Scraps	\$30,534.48	\$32,588.51	\$34,219.08	\$35,715.98	\$37,398.51
70 - Multi-Family Recycling	\$335,879.25	\$358,473.66	\$376,409.93	\$392,875.74	\$411,383.60
<b>Total Vehicle Maintenance Costs</b>	<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>	<b>\$1,678,650.87</b>	<b>\$1,757,729.92</b>

<b>Department 90 - Container Maintenance</b>	<b>\$754,967.05</b>	<b>\$780,897.43</b>	<b>\$821,021.53</b>	<b>\$857,589.43</b>	<b>\$900,704.18</b>
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***Basis of Allocation - Maintenance/Delivery Time (Hours)***

10 - Commercial FEL	302,663.73	40.09%	40.09%	40.09%	40.09%
20 - Commercial Roll-Off	22,607.52	2.99%	2.99%	2.99%	2.99%
30 - Residential Collection	214,635.67	28.43%	28.43%	28.43%	28.43%
40 - Commercial & Industrial Recycling	170,381.20	22.57%	22.57%	22.57%	22.57%
50 - Yard Waste Recycling	17,361.64	2.30%	2.30%	2.30%	2.30%
59 - Commercial Food Scraps	3,763.71	0.50%	0.50%	0.50%	0.50%
70 - Multi-Family Recycling	23,553.55	3.12%	3.12%	3.12%	3.12%
<b>Total Time</b>	<b>754,967.02</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>

***Cost Allocated to Each Department***

10 - Commercial FEL	\$302,663.74	\$313,059.14	\$329,144.76	\$343,804.71	\$361,089.27
20 - Commercial Roll-Off	\$22,607.52	\$23,384.01	\$24,585.53	\$25,680.55	\$26,971.63
30 - Residential Collection	\$214,635.68	\$222,007.63	\$233,414.84	\$243,811.02	\$256,068.46
40 - Commercial & Industrial Recycling	\$170,381.21	\$176,233.18	\$185,288.40	\$193,541.06	\$203,271.21
50 - Yard Waste Recycling	\$17,361.64	\$17,957.95	\$18,880.67	\$19,721.60	\$20,713.09
59 - Commercial Food Scraps	\$3,763.71	\$3,892.98	\$4,093.01	\$4,275.31	\$4,490.25
70 - Multi-Family Recycling	\$23,553.55	\$24,362.53	\$25,614.33	\$26,755.18	\$28,100.28

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

Based on service stops  
w /em phasis on bin services

Total Container Maintenance Costs	\$754,967.05	\$780,897.42	\$821,021.53	\$857,589.43	\$900,704.18
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**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

Department 00 - Administration	\$4,866,680.98	\$5,064,966.71	\$5,199,945.37	\$5,498,272.48	\$5,791,570.84
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**Basis of Allocation - # of Employees**

10 - Commercial FEL	9.00	24%	24%	24%	24%
20 - Commercial Roll-Off	3.00	8%	8%	8%	8%
30 - Residential Collection	9.00	24%	24%	24%	24%
40 - Commercial & Industrial Recycling	2.00	5%	5%	5%	5%
50 - Yard Waste Recycling	5.00	13%	13%	13%	13%
59 - Commercial Food Scraps	1.00	3%	3%	3%	3%
70 - Multi-Family Recycling	8.20	22%	22%	22%	22%

<b>Total Headcount</b>	<b>37</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>
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**Costs Allocated to Each Department**

10 - Commercial FEL	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30	\$1,330,227.21	\$1,401,186.49
20 - Commercial Roll-Off	\$392,474.27	\$408,465.06	\$419,350.43	\$443,409.07	\$467,062.16
30 - Residential Collection	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30	\$1,330,227.21	\$1,401,186.49
40 - Commercial & Industrial Recycling	\$261,649.52	\$272,310.04	\$279,566.96	\$295,606.05	\$311,374.78
50 - Yard Waste Recycling	\$654,123.79	\$680,775.10	\$698,917.39	\$739,015.12	\$778,436.94
59 - Commercial Food Scraps	\$130,824.76	\$136,155.02	\$139,783.48	\$147,803.02	\$155,687.39
70 - Multi-Family Recycling	\$1,072,763.01	\$1,116,471.16	\$1,146,224.52	\$1,211,984.79	\$1,276,636.58

<b>Total Administration Costs</b>	<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>	<b>\$5,498,272.48</b>	<b>\$5,791,570.84</b>
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**TABLE L - PROFIT ALLOCATION BY DEPARTMENT**

**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total Profits to be Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,733,574.36</b>	<b>\$1,801,325.91</b>	<b>\$1,848,570.96</b>	<b>\$1,960,566.99</b>
<b><i>Basis of Allocation - Total Operating Costs</i></b>					
10 - Commercial FEL	\$4,473,600.92	\$4,763,563.14	\$4,955,553.52	\$5,130,408.81	\$5,478,713.70
20 - Commercial Roll-Off	\$1,407,670.81	\$1,507,704.57	\$1,565,662.27	\$1,619,230.39	\$1,727,346.51
30 - Residential Collection	\$5,292,857.40	\$5,630,888.68	\$5,877,352.73	\$6,093,455.35	\$6,521,518.15
40 - Commercial & Industrial Recycling	\$1,174,032.38	\$1,241,484.39	\$1,294,795.36	\$1,353,734.03	\$1,416,925.32
50 - Yard Waste Recycling	\$2,124,925.28	\$2,266,601.76	\$2,357,450.67	\$2,446,551.70	\$2,607,263.62
59 - Commercial Food Scraps	\$428,234.97	\$459,861.67	\$449,765.47	\$494,666.38	\$528,081.73
70 - Multi-Family Recycling	\$3,985,409.50	\$4,263,916.53	\$4,424,345.84	\$4,559,701.03	\$4,890,739.26
<b>Total Operating Expense</b>	<b>\$18,886,731.27</b>	<b>\$20,134,020.74</b>	<b>\$20,924,925.88</b>	<b>\$21,697,747.70</b>	<b>\$23,170,588.30</b>
10 - Commercial FEL	23.69%	23.66%	23.68%	23.64%	23.65%
20 - Commercial Roll-Off	7.45%	7.49%	7.48%	7.46%	7.45%
30 - Residential Collection	28.02%	27.97%	28.09%	28.08%	28.15%
40 - Commercial & Industrial Recycling	6.22%	6.17%	6.19%	6.24%	6.12%
50 - Yard Waste Recycling	11.25%	11.26%	11.27%	11.28%	11.25%
59 - Commercial Food Scraps	2.27%	2.28%	2.15%	2.28%	2.28%
70 - Multi-Family Recycling	21.10%	21.18%	21.14%	21.01%	21.11%
<b>Percent of Total Operating Expense</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
<b><i>Profit Allocated to Each Department</i></b>					
10 - Commercial FEL	\$415,580.41	\$410,151.11	\$426,599.69	\$437,092.59	\$463,578.44
20 - Commercial Roll-Off	\$130,767.23	\$129,816.00	\$134,780.31	\$137,952.67	\$146,158.50
30 - Residential Collection	\$491,686.21	\$484,829.35	\$505,952.94	\$519,140.73	\$551,814.79
40 - Commercial & Industrial Recycling	\$109,063.12	\$106,893.97	\$111,462.69	\$115,333.33	\$119,892.38
50 - Yard Waste Recycling	\$197,397.43	\$195,158.37	\$202,941.55	\$208,437.51	\$220,612.22
59 - Commercial Food Scraps	\$39,781.39	\$39,594.89	\$38,718.14	\$42,143.82	\$44,683.35
70 - Multi-Family Recycling	\$370,229.30	\$367,130.66	\$380,870.59	\$388,470.32	\$413,827.30
<b>Total Profit Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,733,574.35</b>	<b>\$1,801,325.91</b>	<b>\$1,848,570.96</b>	<b>\$1,960,566.99</b>

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

**SPECIALTY SOLID WASTE AND RECYCLING FY21/22**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Dept	Description	Routes	Drivers	Helpers	Rte Trks	B/U Trks
10	Front-Load Commercial Refuse	9	9	0	9	
20	Roll-Off Industrial Refuse	3	3	0	2	2
30	Residential Refuse	7	7	0	7	2
30	On Demand Clean up	1	1	1	1	1
40	Commercial Cardboard Recycling	2	2	0	2	3
50	Residential Yardwaste Recycling	4.8	5	0	5	1
59	Commercial Food Scraps	1	1	0	1	0
70	Residential Curbside Recycling	6	6	0	6	2
70	Multi-Family Recycling / White Paper	2.2	2.2	0	2	1
1A	Multi-Family Food Scraps	3	3	0	3	1
1B	Yard Trimmings	2	2	0	2	0
2A	Commercial Expanded Organics	2	2	0	2	1
3 & 4	Bulky & Reuse	0	0	0	0	0
6	Technical Assistance	0	0	0	0	0
7	SB 1383	0	0	2	0	0
8	Residential Cart Washing	0	0	0	0	0
9	Downtown Service Area	0	0	0	0	0
10	Fueling Station	0	0	0	0	0

Legend
Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

1 year1, 2 year2, 3 year3

1 year1, 2 year 3

1 year2, 2 year3

<b>Notes:</b>	<p>Update as appropriate.</p> <p>In Dept 20, the number of routes varies according to season, weather, and state of the economy.</p> <p>In Dept 50, one of the routes runs only 4 days per week.</p> <p>Dept 70 is divided into three sections: Residential curbside recycling, requiring 5 routes; white office paper recycling, requiring 1 route on Tuesdays only; and Multi Family recycling, requiring 1 route all week, and 1 route on Mondays, Wednesdays and Thursdays only.</p> <p>Backup Trucks: Extra backup vehicles are classified into department 40, which can also be used in department 10. The extra vehicles are fully depreciated, apart from major repairs.</p> <p>In Dept 30, as requested by the City, we have reduced one route, one driver and one truck, starting in FY1415.</p> <p>In department 59, Commercial Food Scraps Collection increased to a full time route, Mon - Fri in FY1819. This will require adding a truck in FY1819, scheduled to be delivered in June 2018.</p> <p>Dept 70 updated in FY19/20: Multi Family recycling, requiring 2 routes all week; White office paper requiring 1 route on Monday only. This is accounted in the 2.2 routes and 2.2 Drivers above.</p> <p>In Dept 70, Route 708 Residential Curbside Recycling to begin March 2020.</p>
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**SPECIALTY SOLID WASTE AND RECYCLING  
OPERATING STATISTICS - FY 21/22**

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Legend

**Contractor/Proposer Input**

Calculation/Pulled from  
Schedule [No input]

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total	Rte/Day
<b>COMMERCIAL</b>														
<b>Dept 10 - F/L Refuse</b>														
Stops	26,351	24,257	25,232	25,341	24,138	26,337	24,236	22,988	26,382	25,222	24,257	25,232	299,973	115
Tons	4,454.20	4,100.24	4,265.05	4,283.47	4,080.13	4,451.83	4,096.69	3,885.74	4,459.44	4,263.36	4,100.24	4,265.05	50,705.42	19.43
Route Hours													0	0
<b>Dept 20 - R/O Refuse</b>														
Stops	593	545	564	568	545	590	542	516	593	568	545	564	6,733	9
Tons	1,819.45	1,672.17	1,730.47	1,742.74	1,672.17	1,810.24	1,662.97	1,583.19	1,819.45	1,742.74	1,672.17	1,730.47	20,658.22	26.48
Route Hours													0	0
<b>Refuse Subtotal</b>	<b>6,273.64</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>6,026.21</b>	<b>5,752.30</b>	<b>6,262.07</b>	<b>5,759.66</b>	<b>5,468.93</b>	<b>6,278.88</b>	<b>6,006.10</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>71,363.64</b>	
<b>Dept 40 - Cardboard</b>														
Stops	7,403	6,756	7,059	7,076	6,756	7,390	6,745	6,428	7,387	7,076	6,756	7,059	83,891	161
Tons	335.11	305.83	319.54	320.31	305.83	334.53	305.33	290.98	334.39	320.31	305.83	319.54	3,797.53	7.30
Route Hours													0	0
<b>Dept 70 - W/O Paper</b>														
Stops	1,364	1,705	1,364	1,364	1,705	1,364	1,364	1,364	1,705	1,364	1,705	1,364	17,732	341
Tons	10.14	12.67	10.14	10.14	12.67	10.14	10.14	10.14	12.67	10.14	12.67	10.14	131.80	2.53
Route Hours													0	0
<b>Dept 70 - Multi-Family</b>														
Stops	20,523	18,812	19,655	19,604	18,812	20,519	18,740	17,868	20,599	19,604	18,812	19,655	233,203	448
Tons	164.15	150.46	157.21	156.80	150.46	164.12	149.89	142.91	164.76	156.80	150.46	157.21	1,865.24	3.59
Route Hours													0	0
<b>Recycling Subtotal</b>	<b>509.40</b>	<b>468.96</b>	<b>486.89</b>	<b>487.25</b>	<b>468.96</b>	<b>508.78</b>	<b>465.36</b>	<b>444.03</b>	<b>511.82</b>	<b>487.25</b>	<b>468.96</b>	<b>486.89</b>	<b>5,794.56</b>	
<b>Commercial Tons</b>	<b>6,783.04</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>6,513.46</b>	<b>6,221.26</b>	<b>6,770.85</b>	<b>6,225.01</b>	<b>5,912.96</b>	<b>6,790.70</b>	<b>6,493.35</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>77,158.20</b>	
<b>Diversification</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.54%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.51%</b>	<b>7.54%</b>	<b>7.50%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	
<b>RESIDENTIAL</b>														
<b>Dept 30 - Res Refuse</b>														
Stops	140,701	129,536	135,868	134,411	129,536	141,651	128,628	123,020	142,384	134,411	129,536	135,868	1,605,550	772
Tons	1,810.48	1,666.81	1,748.29	1,729.54	1,666.81	1,822.70	1,655.13	1,582.96	1,832.13	1,729.54	1,666.81	1,748.29	20,659.47	9.93
Route Hours													0.00	0
<b>Refuse Subtotal</b>	<b>1,810.48</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,822.70</b>	<b>1,655.13</b>	<b>1,582.96</b>	<b>1,832.13</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>20,659.47</b>	
<b>Dept 50 - Yard Waste</b>														
Stops	122,583	112,333	117,702	117,078	112,333	123,028	111,752	106,804	123,231	117,078	112,333	117,702	1,393,957	1,117
Set-Outs	61,068	55,961	58,636	58,325	55,961	61,289	55,672	53,207	61,390	58,325	55,961	58,636	694,432	556
Tons	1,492.51	1,367.71	1,433.08	1,425.48	1,367.71	1,497.93	1,360.63	1,300.39	1,500.40	1,425.48	1,367.71	1,433.08	16,972.10	13.60
Route Hours													0	0
<b>Dept 70 - Curbside</b>														
Stops	132,317	121,328	127,416	126,409	121,628	133,020	120,805	115,524	133,520	126,409	121,628	127,416	1,507,420	966
Set-Outs	107,641	98,702	103,654	102,835	98,946	108,213	98,276	93,980	108,620	102,835	98,946	103,654	1,226,301	786
Route Hours													0	0
<b>Participation</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	
<b>Mixed Tons</b>	<b>674.09</b>	<b>618.11</b>	<b>649.12</b>	<b>643.99</b>	<b>619.64</b>	<b>677.67</b>	<b>615.44</b>	<b>588.54</b>	<b>680.22</b>	<b>643.99</b>	<b>619.64</b>	<b>649.12</b>	<b>7,679.57</b>	<b>4.92</b>
<b>Curbside Tons</b>	<b>674.09</b>	<b>618.11</b>	<b>649.12</b>	<b>643.99</b>	<b>619.64</b>	<b>677.67</b>	<b>615.44</b>	<b>588.54</b>	<b>680.22</b>	<b>643.99</b>	<b>619.64</b>	<b>649.12</b>	<b>7,679.57</b>	<b>4.92</b>
<b>Recycling Subtotal</b>	<b>2,166.60</b>	<b>1,985.82</b>	<b>2,082.20</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,175.60</b>	<b>1,976.08</b>	<b>1,888.93</b>	<b>2,180.62</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,082.20</b>	<b>24,651.67</b>	
<b>Residential Tons</b>	<b>3,977.07</b>	<b>3,652.62</b>	<b>3,830.49</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,998.30</b>	<b>3,631.20</b>	<b>3,471.89</b>	<b>4,012.75</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,830.49</b>	<b>45,311.14</b>	
<b>Diversification</b>	<b>54.48%</b>	<b>54.37%</b>	<b>54.36%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.41%</b>	<b>54.42%</b>	<b>54.41%</b>	<b>54.34%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.36%</b>	<b>54.41%</b>	
<b>Total Tons</b>	<b>10,760.12</b>	<b>9,894.00</b>	<b>10,312.89</b>	<b>10,312.47</b>	<b>9,875.41</b>	<b>10,769.15</b>	<b>9,856.22</b>	<b>9,384.85</b>	<b>10,803.45</b>	<b>10,292.36</b>	<b>9,895.53</b>	<b>10,312.89</b>	<b>122,469.34</b>	
<b>Recycling Tons</b>	<b>2,676.00</b>	<b>2,454.78</b>	<b>2,569.09</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,684.38</b>	<b>2,441.43</b>	<b>2,332.96</b>	<b>2,692.44</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,569.09</b>	<b>30,446.23</b>	
<b>Diversification</b>	<b>24.87%</b>	<b>24.81%</b>	<b>24.91%</b>	<b>24.79%</b>	<b>24.87%</b>	<b>24.93%</b>	<b>24.77%</b>	<b>24.86%</b>	<b>24.92%</b>	<b>24.84%</b>	<b>24.82%</b>	<b>24.91%</b>	<b>24.86%</b>	

\*Tons should match tons indicated on Dept Sum Tab

**City of Sunnyvale - Add-on Services Proposal Form**  
**1A Multi-Family Food Scraps Program**

**CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS**

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary			Compensation	Compensation	Compensation	Compensation
			Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Assumed Collected Tons						
Multi-Family Food Scraps						
Cost of Operations						
Regular Wages	0.00%		\$63,994.67	\$167,440.00	\$279,346.08	\$326,868.77
Overtime	0.00%		\$0.00	\$0.00	\$0.00	\$0.00
Holiday Worked	0.00%		\$2,953.60	\$7,728.00	\$12,892.90	\$15,086.25
Vac/Sick Payoff	0.00%		\$5,414.93	\$14,168.00	\$23,636.98	\$27,658.13
Payroll Taxes	0.00%		\$5,535.78	\$14,484.20	\$24,164.51	\$28,275.41
Workers' Comp Ins.	3%		\$4,309.04	\$11,095.78	\$18,308.70	\$21,188.72
Pension Benefits	0.00%		\$9,568.00	\$28,080.00	\$50,260.08	\$58,032.00
Health/Welfare	5%		\$25,424.99	\$66,740.61	\$112,264.38	\$132,446.74
Employee/Med Exams	0.00%		\$166.67	\$416.67	\$667.50	\$750.00
Labor Costs			\$117,367.69	\$310,153.26	\$521,541.12	\$610,306.01
				264%	168%	117%
Taxes and Licenses	1.97%		\$6,789.42	\$18,791.46	\$32,312.59	\$37,021.51
Repairs & Maintenance	1.97%		\$5,541.67	\$16,145.25	\$26,374.22	\$30,217.75
Gas & Oil (Diesel Costs)	15.23%		\$0.00	\$0.00	\$0.00	\$0.00
Gas & Oil (RNG Costs)	1.80%		\$6,374.08	\$18,035.31	\$30,234.85	\$34,583.23
Tires	1.97%		\$2,820.42	\$7,806.23	\$13,423.09	\$15,379.24
Vehicle Costs			\$21,525.58	\$60,778.25	\$102,344.75	\$117,201.74
Equipment Insurance	2.00%		\$2,811.67	\$8,194.00	\$13,389.32	\$15,345.07
Uniforms	1.97%		\$917.33	\$2,338.51	\$3,820.10	\$4,376.80
Other			\$3,729.00	\$10,532.51	\$17,209.42	\$19,721.87
Depreciation			\$33,816.67	\$100,938.51	\$159,440.06	\$184,636.43
Interest (Exclude Overhead)			\$34,144.90	\$42,139.34	\$37,181.77	\$32,224.20
80 - Vehicle Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
90 - Container Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
00 - Administration			\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00	\$0.00	\$0.00	\$0.00
Annual Cost of Operations			\$210,583.83	\$524,541.86	\$837,717.12	\$964,009.25

Annual Cost of Operations	\$210,583.83	\$524,541.86	\$837,717.12	\$964,090.25
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Operating Ratio Profit (exclude interest)	0.92	\$15,342.52	\$41,948.05	\$69,611.77	\$81,031.83
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<b>Additional Annual Cost of Operations</b>	<b>\$225,926.35</b>	<b>\$566,489.91</b>	<b>\$907,328.89</b>	<b>\$1,045,122.08</b>
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### ALLOCATED DEPARTMENTAL SUMMARY

## CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	

### Depreciation Timeline

Selection made  
on Pmt Sum  
tab→

10 Years

### Legend

Depreciation		Contractor/Proposer Input
7 Years	10 Years	Calculation/Pulled from Schedule [No input required]
		2% estimate maintenance 1
\$48,309.53	\$33,816.67	
\$33,637.65	\$34,144.90	

Cost Implementation - per FTE

Year 1	Year 2	Year 3	Year 4
--------	--------	--------	--------

67%      167%      267%      300%

Number of Employees

7/1/2021

7/1/2022

7/1/2023

2% estimate maintance 1st year

262%      167%      117%

262%      167%      117%

262%	167%	117%
------	------	------

293%	179%	115%
------	------	------

203%	108%	118%
250%	160%	112%

277%	172%	115%
2010	1620	1150

277%      172%      115%

255%	163%	115%
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Depreciation	
7 Years	10 Years

	Compensation Year 1 FY 21/22	
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation	
7 Years	10 Years

	Compensation Year 1 FY 21/22	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation	
7 Years	10 Years

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.



**City of Sunnyvale - Add-on Services Proposal Form**  
**1B Multi-Family Yard Trimmings Program**

**CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS**

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary			Compensation	Compensation	Compensation	Compensation
			Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Assumed Collected Tons						
Multi-Family Yard Trimmings						
Cost of Operations						
Regular Wages	0.00%		\$55,995.33	\$100,464.00	\$174,373.33	\$217,912.51
Overtime	0.00%		\$0.00	\$0.00	\$0.00	\$0.00
Holiday Worked	0.00%		\$2,584.40	\$4,636.80	\$8,048.00	\$10,057.50
Vac/Sick Payoff	0.00%		\$4,738.07	\$8,500.80	\$14,754.67	\$18,438.75
Payroll Taxes	0.00%		\$4,843.81	\$8,690.52	\$15,083.96	\$18,850.27
Workers' Comp Ins.	3.00%		\$3,770.41	\$6,657.47	\$11,428.65	\$14,125.81
Pension Benefits	0.00%		\$8,372.00	\$16,848.00	\$31,373.33	\$38,688.00
Health/Welfare	5.00%		\$22,246.87	\$40,044.37	\$70,077.64	\$88,297.83
Employee/Med Exams	0.00%		\$145.83	\$250.00	\$416.67	\$500.00
Labor Costs			\$102,696.72	\$186,091.95	\$325,556.25	\$406,870.67
Taxes and Licenses	1.97%		\$6,789.42	\$11,868.29	\$20,567.51	\$25,167.23
Repairs & Maintenance	1.97%		\$5,541.67	\$9,687.15	\$16,463.31	\$20,145.17
Gas & Oil (Diesel Cost)	15.23%		\$0.00	\$0.00	\$0.00	\$0.00
Gas & Oil (RNG Costs)	1.80%		\$6,374.08	\$11,123.69	\$18,873.19	\$23,055.55
Tires	1.97%		\$2,820.42	\$4,930.25	\$8,378.96	\$10,252.83
Vehicle Costs			\$21,525.58	\$37,609.37	\$64,282.97	\$78,620.71
Equipment Insurance	2.00%		\$2,811.67	\$4,916.40	\$8,357.88	\$10,230.05
Uniforms	1.97%		\$802.67	\$1,403.11	\$2,338.51	\$2,917.87
Other			\$3,614.33	\$6,319.51	\$10,696.39	\$13,147.91
Depreciation			\$48,410.23	\$96,820.47	\$122,016.84	\$147,213.22
Interest (Exclude Overhead)			\$32,192.80	\$28,804.09	\$25,415.37	\$22,026.66
80 - Vehicle Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
90 - Container Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
00 - Administration			\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00	\$0.00	\$0.00	\$0.00
Annual Cost of Operations			\$208,439.68	\$355,645.39	\$547,967.82	\$667,879.17

Operating Ratio Profit (exclude interest)	0.9200	\$15,325.82	\$28,420.98	\$45,439.34	\$56,161.09
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<b>Additional Annual Cost of Operations</b>	<b>\$223,765.49</b>	<b>\$384,066.37</b>	<b>\$593,407.17</b>	<b>\$724,040.25</b>
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### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	

### Depreciation Timeline

Selection made  
on Pmt Sum  
tab→

10 Years

Depreciation		Contractor/Proposer Input
7 Years	10 Years	Calculation/Pulled from Schedule [No input required]
\$69,157.48	\$48,410.23	
\$31,466.65	\$32,192.80	

Number of Employees

Number of Employees

Cost Implementation - per FTE

Year 1	Year 2	Year 3	Year 4
--------	--------	--------	--------

58%      100%      167%      200%

179%      174%      125%

179%      174%      125%

179%      174%      125%

179%	174%	125%
177%	171%	121%

177%	172%	124%
201%	186%	123%

180%	175%	126%
------	------	------

171%      167%      120%

175%      173%      122%

175%      170%      122%

175%      170%      122%

175%      167%      125%

Depreciation	
7 Years	10 Years

<b>Department 80 - Vehicle Maintenance</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation	\$0.00		
Interest	\$0.00		
Annual Cost of Operations		\$0.00	

	Compensation Year 1 FY 21/22	
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations		\$0.00

	Compensation Year 1 FY 21/22	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations		\$0.00

Depreciation	
7 Years	10 Years

Depreciation	
7 Years	10 Years

Depreciation	
7 Years	10 Years

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

**City of Sunnyvale - Add-on Services Proposal Form**  
**2A Expanded Commercial Food Scraps Program**

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25	
Assumed Tonnage						
Expanded Commercial Food Spices Program						
Cost of Operations						
	Regular Wages	0.00%	\$0.00	\$66,976.00	\$174,373.33	\$217,912.51
	Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	Holiday Worked	0.00%	\$0.00	\$3,091.20	\$8,048.00	\$10,057.50
	Vac/Sick Payoff	0.00%	\$0.00	\$5,667.20	\$14,434.67	\$18,038.85
	Payroll Taxes	0.00%	\$0.00	\$5,793.68	\$15,083.96	\$18,850.27
	Workers' Comp Ins.	3.00%	\$0.00	\$4,438.31	\$11,428.65	\$14,125.81
	Pension Benefits	0.00%	\$0.00	\$11,232.00	\$31,373.33	\$38,688.00
	Health/Welfare	5.00%	\$0.00	\$26,696.24	\$70,077.64	\$88,297.83
	Employee/Med Exams	0.00%	\$0.00	\$166.67	\$416.67	\$500.00
Labor Costs			\$0.00	\$124,061.30	\$325,236.25	\$406,470.77
	Taxes and Licenses	1.97%	\$0.00	\$12,217.71	\$33,815.64	\$43,555.97
	Repairs & Maintenance	1.97%	\$0.00	\$11,640.73	\$32,216.70	\$40,697.31
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$0.00	\$7,284.67	\$18,873.19	\$23,055.49
	Tires	1.97%	\$0.00	\$3,286.83	\$8,378.96	\$10,252.83
Vehicle Costs			\$0.00	\$34,429.93	\$93,286.49	\$117,561.59
	Equipment Insurance	2.00%	-	5,735.80	15,879.97	20,460.09
	Uniforms	1.97%	\$0.00	\$95,4048	\$2,384.58	\$2,917.87
Other			\$0.00	\$6,671.20	\$16,264.55	\$23,377.96
Depreciation			\$0.00	\$54,095.99	\$158,739.85	\$214,618.50
Interest (Exclude Overhead)			\$0.00	\$52,623.69	\$64,865.66	\$56,216.91
	80 - Vehicle Maintenance		\$0.00			
	90 - Container Maintenance		\$0.00			
	00 - Administration		\$0.00			
Allocated Costs			\$0.00			
Annual Cost of Operations			\$0.00	\$271,882.11	\$660,392.81	\$818,245.73

Operating Ratio Profit (exclude interest)	0.92	\$0.00	\$19,065.95	\$51,784.97	\$66,263.38
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Additional Annual Cost of Operations	\$0.00	\$290,948.06	\$712,177.78	\$884,509.10
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### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

	Compensation Year 1 FY 21/22	
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	

	Compensation Year 1 FY 21/22	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

### Depreciation Timeline

Selection made  
on Pmt Sum  
tab→

10 Years

**Legend**

<b>Depreciation</b>		<b>Contractor/Proposer Input</b>
<b>7 Years</b>	<b>10 Years</b>	<b>Calculation/Pulled from Schedule (No input required)</b>
\$0.00	\$0.00	
\$18,028.67	\$0.00	

Number of Employees		7/1/2021	0		
		7/1/2022	1	260%	125%
		7/1/2023	2		
		7/1/2024	2		
Cost Implementation - per FTE				260%	125%
Year 1	Year 2	Year 3	Year 4		
				255%	125%
				260%	125%
				258%	124%
	0	67%	167%		
				279%	123%
				263%	126%
Cost Implementation - per vehicle including spares				250%	120%
Year 1	Year 2	Year 3	Year 4		
	0	117%	317%		
				277%	129%
				277%	126%
				259%	122%
				255%	122%
				277%	129%
				255%	122%
Trucks		12/1/2021	0		
		12/1/2022	2		
		12/1/2023	2		

units	months					
	1st yr	1	2	3	4	
0.02	1	7	2811.6667	491.4	5014.728	5115.0226
0.02	2	7	0	5,735.80	10,029.46	10,230.05
0.02	3				8775.774	15345.068
0.02	4					
0.02	5					
0.02	6					
percent increase from PY			2,811.67	10,652.20	23,819.96	30,690.14
				379%	224%	129%
			4,820	4,916	5,015	5,115

<b>Depreciation</b>	
<b>7 Years</b>	<b>10 Years</b>

<b>Depreciation</b>	
<b>7 Years</b>	<b>10 Years</b>

[illegible]

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.



City of Sunnyvale - Add-on Services Proposal Form  
6 Technical Assistance  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.					
Department Summary		Compensation year 1 FY 21/22	Compensation year 2 FY 22/23	Compensation year 3 FY 23/24	Compensation year 4 FY 24/25
Index					
<b>Technical Assistance</b>					
Cost of Operations					
	Regular Wages				
	Overtime				
	Holiday Worked				
	Vac/Sick Payoff				
	Payroll Taxes				
	Workers' Comp Ins.				
	Pension Benefits				
	Health/Welfare				
	Employee/Med Exams				
<b>Labor Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
	Taxes and Licenses				
	Repairs & Maintenance	1.97%	\$ 125,578	\$ 141,578	\$ 135,398
	Gas & Oil (Diesel Costs)				
	Gas & Oil (RNG Costs)				
	Tires				
<b>Vehicle Costs</b>		\$125,577.50	\$141,577.50	\$135,398.00	\$60,398.00
	Equipment Insurance				
	Uniforms				
	Subcontractor	0.00%	\$60,000.00	\$60,000.00	\$60,000.00
<b>Other</b>		\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00
<b>Depreciation</b>		\$20,000.00	\$20,000.00	\$46,600.00	\$46,600.00
<b>Interest (Exclude Overhead)</b>		\$3,325.00	\$2,975.00	\$2,625.00	\$2,275.00
	80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
	90 - Container Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
	00 - Administration	\$0.00	\$0.00	\$0.00	\$0.00
<b>Allocated Costs</b>		\$0.00	\$0.00	\$0.00	\$0.00
<b>Annual Cost of Operations</b>		<b>\$208,902.50</b>	<b>\$224,552.50</b>	<b>\$244,623.00</b>	<b>\$169,273.00</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.92</b>	<b>\$17,876.30</b>	<b>\$19,267.61</b>	<b>\$21,043.30</b>
<b>Additional Annual Cost of Operations</b>		<b>\$226,778.80</b>	<b>\$243,820.11</b>	<b>\$265,666.30</b>	<b>\$183,794.57</b>

### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

	Compensation	
	Year 1 FY 21/22	
	Level 1	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	
	Compensation	

Selection made on Pmt Sum tab→

10 Years

Depreciation	
7 Years	10 Years
\$20,000.00	\$20,000.00
\$3,250.00	\$3,325.00

Legend

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

Technology upgrades with SoftPak were deferred from year 1 to 3 and may need revision at time of implementation.

Repairs and Maintenance Details	1	2	3	4
Annual maintenance of Soft-Pak	\$ -	0	44,398	44,398
Annual map update RouteSmart	\$ -	5,000	5,000	5,000
Annual maintenance of RouteSmart	\$ -	11,000	11,000	11,000
1st Year 20,000 Shopping Totes	50,578	50,578	-	-
Truck tablets - \$5K per truck X 45 trucks	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
	\$ 125,578	\$ 141,578	\$ 135,398	\$ 60,398

SCS subcontractor

## Soft-Pak & RouteSmart

<b>Depreciation</b>	
<b>7 Years</b>	<b>10 Years</b>
Level 1	Level 1

Depreciation

		Year 1 FY 21/22
		Level 1
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

7 Years	10 Years
Level 1	Level 1

		Compensation Year 1 FY 21/22
		Level 1
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

<b>Depreciation</b>	
<b>7 Years</b>	<b>10 Years</b>
Level 1	Level 1

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

City of Sunnyvale - Add-on Services Proposal Form  
7 Other 1383 Requirements  
NEW AGREEMENT COST FORMS

Depreciation Timeline

10 Years

Legend

Contractor/Proposer Input

Calculation/Pulled from  
Schedule [No input]

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
Index					
<b>Other 1383 Requirements</b>					
Cost of Operations					
Regular Wages	0.00%	\$155,848.56	\$160,524.02	\$165,339.74	\$170,299.93
Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Holiday Worked	0.00%	\$7,193.01	\$7,408.80	\$7,631.06	\$7,860.00
Vac/Sick Payoff	0.00%	\$13,187.19	\$13,582.80	\$13,990.29	\$14,409.99
Payroll Taxes	0.00%	\$13,481.50	\$13,885.94	\$14,302.52	\$14,731.60
Workers' Comp Ins.	3%	\$12,550.60	\$12,927.12	\$13,314.93	\$13,714.38
Pension Benefits	0.00%	\$15,584.86	\$16,052.40	\$16,533.97	\$17,029.99
Health/Welfare	5%	\$76,274.98	\$80,088.73	\$84,093.17	\$88,297.83
Employee/Med Exams	0.00%	\$500.00	\$500.00	\$500.00	\$500.00
<b>Labor Costs</b>		<b>\$294,620.69</b>	<b>\$304,969.81</b>	<b>\$315,705.68</b>	<b>\$326,843.72</b>
Taxes and Licenses	1.97%				
Repairs & Maintenance	1.97%	\$0.00			
Gas & Oil (Diesel Costs)	15.23%				
Gas & Oil (RNG Costs)	1.80%				
Tires	1.97%				
<b>Vehicle Costs</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Equipment Insurance	2%				
Uniforms	1.97%				
Subcontractor					
<b>Other</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Depreciation</b>		<b>\$12,857.14</b>	<b>\$12,857.14</b>	<b>\$12,857.14</b>	<b>\$12,857.14</b>
<b>Interest (Exclude Overhead)</b>		<b>\$2,992.50</b>	<b>\$2,677.50</b>	<b>\$2,362.50</b>	<b>\$2,047.50</b>
80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
90 - Container Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
00 - Administration		\$20,500.00	\$20,903.85	\$21,315.66	\$21,735.57
<b>Allocated Costs</b>		<b>\$20,500.00</b>	<b>\$20,903.85</b>	<b>\$21,315.66</b>	<b>\$21,735.57</b>

Annual Cost of Operations \$330,970.34 \$341,408.31 \$352,240.98 \$363,483.93

Operating Ratio Profit (exclude interest) 0.92 \$28,519.81 \$29,454.85 \$30,424.22 \$31,429.26

Additional Annual Cost of Operations \$359,490.15 \$370,863.16 \$382,665.20 \$394,913.19

ALLOCATED DEPARTMENTAL SUMMARY

SPECIALITY  
NEW AGREEMENT COST

		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
<b>Department 00 - Administration</b> Cost of Operations Labor Costs Vehicle Costs Other Depreciation Interest					
		\$ 20,500	\$20,903.85	\$21,315.66	\$21,735.57
		\$0.00			
		\$0.00			
Annual Cost of Operations		\$20,500.00	\$20,903.85	\$21,315.66	\$21,735.57

Depreciation	
7 Years	10 Years
0%	0%

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

Number of employees 2

	1383	Core Ops	Total
Other admin costs:			
Truck Signs	2,000	-	2,000
Container swap notices	15,000	-	15,000
Corrective action tags	-	5,000	5,000
Holiday postcards	-	15,000	15,000
Website maintenance	3,000	3,300	6,300
Christmas tree mailer	-	700	700
Recycling and organic posters	500	-	500
	\$ 20,500	\$ 24,000	\$ 44,500

**City of Sunnyvale - Add-on Services Proposal Form**  
**9 Downtown Service Area**  
**NEW AGREEMENT COST FORMS**

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
<b>Downtown Service Area</b>					
Cost of Operations					
	Regular Wages	\$0.00			
	Overtime	\$0.00			
	Holiday Worked	\$0.00			
	Vac/Sick Payoff	\$0.00			
	Payroll Taxes	\$0.00			
	Workers' Comp Ins.	\$0.00			
	Pension Benefits	\$0.00			
	Health/Welfare	\$0.00			
	Employee/Med Exams	\$0.00			
<b>Labor Costs</b>		<b>\$0.00</b>			
	Taxes and Licenses	\$0.00			
	Repairs & Maintenance	\$0.00			
	Gas & Oil (Diesel Costs)	\$0.00			
	Gas & Oil (RNG Costs)	\$0.00			
	Tires	\$0.00			
<b>Vehicle Costs</b>		<b>\$0.00</b>			
	Equipment Insurance	\$0.00			
	Uniforms	\$0.00			
	Subcontractor	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Depreciation</b>		<b>\$0.00</b>			
<b>Interest (Exclude Overhead)</b>		<b>\$0.00</b>			
	80 - Vehicle Maintenance	\$0.00			
	90 - Container Maintenance	\$0.00			
	00 - Administration	\$0.00			
<b>Allocated Costs</b>		<b>\$0.00</b>			
<b>Annual Cost of Operations</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.92</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Additional Annual Cost of Operations</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

		TOTAL
Department		Year 1 FY 21/22
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		\$0.00
Vehicle Costs		\$0.00
Other		\$0.00
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

		TOTAL
Department		Year 1 FY 21/22
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		\$0.00
Vehicle Costs		\$0.00
Other		\$0.00
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

	TOTAL	
--	-------	--

### Depreciation Timeline

Selection made on Pmt Sum tab → 10 Years

[illegible]

**Legend**

Contractor/Proposer Input

	Calculation/Pulled from Schedule [No input required]
--	--

Estimate of # of downtown bins	20
Avg. size of container	3 Cubic Yard CPT
Average # of services per week	3
Assume 600-1300 feet	\$ - Cos per month
Monthly cost of service	\$ -

<b>Depreciation</b>					
<b>7 Years</b>	<b>7 Years</b>	<b>7 Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
-	-	-	-	-	-

<b>Depreciation</b>					
<b>/ Years</b>	<b>/ Years</b>	<b>/ Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
-	-	-	-	-	-

Depreciation	
--------------	--

		Year 1 FY 21/22
	Department	
<b>Department 00 - Administration</b>		
Cost of Operations		
	Labor Costs	\$0.00
	Vehicle Costs	\$0.00
	Other	\$0.00
	Depreciation	\$0.00
	Interest	\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
-	-	-	-	-	-

City of Sunnyvale - Add-on Services Proposal Form  
10 Fueling Station  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25	
Fueling Station Cost of Operations		Slow Fill				
	Regular Wages					
	Overtime					
	Holiday Worked					
	Vac/Sick Payoff					
	Payroll Taxes					
	Workers' Comp Ins.					
	Pension Benefits					
	Health/Welfare					
	Employee/Med Exams					
	Labor Costs		\$0.00			
	Taxes and Licenses	1.97%	\$22,940.00	\$23,391.92	\$23,852.74	\$24,322.64
	Repairs & Maintenance					
	Gas & Oil (Diesel Costs)					
	Gas & Oil (RNG Costs)					
	Tires					
	Vehicle Costs		\$22,940.00	\$23,391.92	\$23,852.74	\$24,322.64
	Equipment Insurance					
	Uniforms					
	Subcontractor					
Other		\$0.00				
Depreciation		\$140,204.36	\$140,204.36	\$140,204.36	\$140,204.36	
Interest (Exclude Overhead)		\$69,926.92	\$62,566.20	\$55,205.47	\$47,844.74	
80 - Vehicle Maintenance		\$0.00				
90 - Container Maintenance		\$0.00				
00 - Administration		\$0.00				
Allocated Costs		\$0.00				
Annual Cost of Operations		\$233,071.28	\$226,162.47	\$219,262.57	\$212,371.74	
Operating Ratio Profit (exclude interest)	0.92	\$14,186.47	\$14,225.76	\$14,265.83	\$14,306.70	
Additional Annual Cost of Operations		\$247,257.75	\$240,388.24	\$233,528.40	\$226,678.43	

### Depreciation Timeline

Selection made on Pmt Sum tab→

10 Years

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill
\$300,437.91		\$140,204.36	
\$68,349.63		\$69,926.92	

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

## List Proposed Operational Changes &amp; Cost Impact

- Operational Changes Summary
- Cost Impact Summary

Fueling Station Cost Estimate	1,999,763
-------------------------------	-----------

Note that of the total fueling station cost, about \$390,910 represents modifications to the system to make it "slow fill", which is about \$26,000 annually depreciated over 15 years.

### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

		Compensation Year 1 FY 21/22	
		Slow Fill	
<b>Department 80 - Vehicle Maintenance</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation		\$0.00	
Interest		\$0.00	
Annual Cost of Operations		\$0.00	

[illegible]

	Compensation	
	Year 1 FY 21/22	
	Slow Fill	

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill

<b>Department 90 - Container Maintenance</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
Annual Cost of Operations	\$0.00


	Compensation Year 1 FY 21/22	
	Slow Fill	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.



## LOADED COST FOR DRIVER

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23	Projected FY 23/24	Projected FY 24/25
<b>Labor Costs</b>						
Regular Wages		92,300.00	95,992.00	100,464.00	104,624.00	108,956.26
Overtime		0.00	0.00	0.00	0.00	0.00
Holiday Worked		4,260.00	4,430.40	4,636.80	4,828.80	5,028.75
Vac Payout		3,550.00	3,692.00	3,864.00	4,024.00	4,190.63
Sick payout		4,260.00	4,430.40	4,636.80	4,828.80	5,028.75
Payroll Taxes		7,984.31	8,303.68	8,690.52	9,050.38	9,425.14
Workers' Comp Ins.	3.00%	6,275.30	6,463.56	6,657.47	6,857.19	7,062.91
Pension Benefits		12,376.00	14,352.00	16,848.00	18,824.00	19,344.00
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37	42,046.58	44,148.91
Employee/Med Exams	0.00%	250.00	250.00	250.00	250.00	250.00
<b>Total Department 000</b>		<b>\$167,577.05</b>	<b>\$176,051.55</b>	<b>\$186,091.97</b>	<b>\$195,333.77</b>	<b>\$203,435.36</b>

## New Union Wages Effective 1/1/20:

<b>Route Driver</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 41.98	\$ 43.60	\$ 45.15	\$ 47.15	\$ 49.45	\$ 51.15
<b>Average Rate for Fiscal Years</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
	\$ 42.79	\$ 44.38	\$ 46.15	\$ 48.30	\$ 50.30	
<b>Effective rate increase</b>		<b>3.70%</b>	<b>4.00%</b>	<b>4.66%</b>	<b>4.14%</b>	<b>4.14%</b>
<b>Mechanic</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 43.91	\$ 45.53	\$ 47.08	\$ 49.08	\$ 51.38	\$ 53.08
<b>Average Rate for Fiscal Years</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
	\$ 44.72	\$ 46.31	\$ 48.08	\$ 50.23	\$ 52.23	
<b>Effective rate increase</b>		<b>3.54%</b>	<b>3.83%</b>	<b>4.47%</b>	<b>3.98%</b>	<b>3.98%</b>
<b>Pension</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 5.20	\$ 5.50	\$ 6.40	\$ 7.40	\$ 8.80	\$ 9.30
<b>Average Rate for Fiscal Years</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
	\$ 5.35	\$ 5.95	\$ 6.90	\$ 8.10	\$ 9.05	
<b>Effective rate increase</b>		<b>11.21%</b>	<b>15.97%</b>	<b>17.39%</b>	<b>11.73%</b>	<b>11.73%</b>

## LOADED COST FOR SUPERVISOR

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23	Projected FY 23/24	Projected FY 24/25
<b>Labor Costs</b>						
Regular Wages	3.00%	75,654.64	77,924.28	80,262.01	82,669.87	85,149.96
Overtime	3.00%	0.00	0.00	0.00	0.00	0.00
Holiday Worked	3.00%	3,491.75	3,596.51	3,704.40	3,815.53	3,930.00
Vac Payout	3.00%	2,909.79	2,997.09	3,087.00	3,179.61	3,275.00
Sick payout	3.00%	3,491.75	3,596.51	3,704.40	3,815.53	3,930.00
Payroll Taxes		6,544.42	6,740.75	6,942.97	7,151.26	7,365.80
Workers' Comp Ins.	3.00%	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11
Pension Benefits		7,565.46	7,792.43	8,026.20	8,266.99	8,515.00
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37	42,046.58	44,148.91
Employee/Med Exams	0.00%	250.00	250.00	250.00	250.00	250.00
<b>Total Department 000</b>		<b>\$148,229.24</b>	<b>\$153,395.05</b>	<b>\$158,752.15</b>	<b>\$164,308.10</b>	<b>\$170,070.77</b>

DEPT	EMPLOYEE
10	Bergman, Mark
	Guzman, Gerardo

DEPT	EMPLOYEE
40	Loera, Leopoldo (Leo)
	Velez-Arreola, Joel A.

Copies (7):  
Monica, Renee, Rebecca, Nick, Tomer, Robert, Glenn

	Ibarra, Alejandro Macias-Martinez, Silvano Nuno, Oscar Ortega, Eduardo Ramos, Rodolfo Santana, James Villasenor-Arreola, Rafael	9
<b>20</b>	Freitas, Gary Garcia, Bernabe <i>Employee Opening</i>	2
<b>30</b>	Armer, Rick Colin, Octavio Del Rio, Daniel Dominguez, David Guzman, Marco Lewis, Brad Lewis, Keith Robinson, Tom Rojas Montes, Joel	9
<b>CASUAL</b>	Ballard Jr, Stephen Cardenas, Juan Duenas, Felipe Garcia, Jesus Martinez Nerio, Fernando Montes Jr, Alberto Quinones-Villalobos, German Ruelas, Alejandro Torres, Arturo Tovar, Erik	10

<b>50</b>	Berry, Angrus Burke, Sean Galindo, Cervando Garza, Victor Godinez, Hector	5
<b>59</b>	<i>Employee Opening</i>	0
<b>70</b>	Cervantes, Cristian Cordova Estrada, Aldo Escamilla, Adam Abel Largaespada, Miguel Loya, Raymond Munillo Gutierrez, Edgar Pena, Alfonso	7
<b>80</b>	O'Connor, Timothy Renteria, Enrique (Ricky) Richcreek, Darold Whalen, John Wright, Stephen Yamaguchi, Alan <i>Employee Opening</i>	6
<b>90</b>	Coote, Jeffrey Gomez, Moises Oceguera, Gustavo Jason Trejo	4

<b>TOTAL UNION EMPLOYEES: 54</b>		
(does not include 'Employee Opening' headcounts)		

Tie out		1	2	3	4
5100-000	Regular Wages	\$6,505,990.70	\$6,950,716.50	\$7,461,643.06	\$7,822,538.77
5130-000	Overtime Pay	1,222,623.88	1,279,187.47	1,331,839.84	1,386,660.59
5150-000	Holiday Overtime	\$347,044.07	\$371,967.55	\$399,638.03	\$420,552.71
5180-000	Vacation Leave	\$848,119.90	\$902,659.16	\$961,522.63	\$1,008,568.17
5200-000	Payroll Taxes	\$663,866.51	\$710,302.00	\$762,115.95	\$801,246.82
5220-000	Union Pension Costs	\$908,246.24	\$1,062,564.50	\$1,212,335.87	\$1,338,189.42
5240-000	Group Health Insurance	\$2,844,878.72	\$3,070,548.42	\$3,336,340.22	\$3,547,158.98
5260-000	Uniforms	\$61,440.07	\$65,573.58	\$70,639.40	\$73,532.05
5270-000	Employee Med Exams	\$6,606.06	\$7,299.96	\$8,128.46	\$8,545.29
7110-000	Franchise Fees	2,208,528.06	2,279,863.52	2,353,503.11	2,429,521.26
5310-000	Depreciation Expense	3,173,548.83	3,423,665.49	3,515,631.82	4,207,375.55
5300-000	Amortization Expense - Bonds	\$25,023.01	\$25,515.96	\$26,018.63	\$26,531.19
5510-000	Facilities Rental	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00
5720-000	Equipment Rental	\$16,889.13	\$17,221.84	\$17,561.11	\$17,907.07
5210-000	Workers' Comp Insurance	\$381,406.09	\$406,718.00	\$437,228.24	\$457,384.45
5330-000	Vehicle Licenses	\$281,852.50	\$316,436.11	\$365,643.51	\$390,187.75
5340-000	Vehicle Insurance	\$301,736.52	\$320,881.65	\$345,703.34	\$360,272.89
5430-000	Inventory Maintenance Parts	\$946,288.40	\$1,004,627.85	\$1,052,295.34	\$1,009,883.59
5450-000	Fuel and Lubricants	\$603,329.00	\$655,460.37	\$718,657.41	\$766,724.52
5460-000	Tires	\$228,678.65	\$243,454.97	\$262,093.08	\$272,365.64
5520-000	Utilities	\$33,641.28	\$34,304.01	\$34,979.80	\$35,668.90
5530-000	Telephone	\$64,667.26	\$65,941.21	\$67,240.25	\$68,564.88
5540-000	General Insurance	255,773.52	260,812.26	265,950.26	271,189.48
5560-000	Property Taxes and Permits	\$102,050.56	\$104,060.95	\$106,110.95	\$108,201.34
5620-000	Outside Audit Services	\$83,807.03	\$85,458.03	\$87,141.55	\$88,858.24
5630-000	Legal Services	\$6,095.66	\$6,215.75	\$6,338.20	\$6,463.06
5640-000	Outside Consult Services	\$89,496.12	\$90,077.19	\$90,669.71	\$91,273.91
5740-000	Postage	\$9,785.13	\$9,977.90	\$10,174.46	\$10,374.90
5750-000	Printing Services	\$14,317.35	\$14,599.40	\$14,887.01	\$15,180.29
5820-000	Training Programs	\$33,664.47	\$34,327.66	\$35,003.91	\$35,693.49
5830-000	Safety Supplies	\$39,382.95	\$40,158.79	\$40,949.92	\$41,756.63
5910-000	Advertising & Promotion	\$23,395.72	\$23,856.62	\$24,326.59	\$24,805.83
5920-000	Dues & Subscriptions	\$3,290.27	\$3,355.08	\$3,421.18	\$3,488.58
5925-000	Bank Fees	\$58,554.99	\$59,708.52	\$60,884.78	\$62,084.21
7310-000	Bad Debts Expense	-	-	-	-
5320-000	Interest Expense	\$341,225.31	\$430,542.18	\$628,431.34	\$788,403.00
		\$23,535,243.96	\$25,178,060.48	\$26,915,048.98	\$28,797,153.43
	Per executive summary variance	23,535,243.96	25,178,060.48	26,915,048.98	28,797,153.43
		-	-	-	-
	Allowable operating expenses	\$20,985,490.60	\$22,467,654.78	\$23,933,114.53	\$25,579,229.17
	Profit ratio	0.92	0.92	0.92	0.92
	Operating profit	\$1,824,825.27	\$1,953,709.11	\$2,081,140.39	\$2,224,280.80

City of Sunnyvale - Add-on Services Proposal Form  
3 Multi-Family Bulky Collection  
NEW AGREEMENT COST FORMS

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
Assumed Level of Participation - small complexes			50%			
Total Estimated Multi-Family Units 10,545						
Assumed Level of Participation - large complexes			25%			
Total Estimated Multi-Family Units 13,413						
Calculated Units Served			8,626			
Multi-Family Bulky Collection						
Cost of Operations						
	Regular Wages	0.00%	\$92,300.00	\$0.00	\$0.00	\$0.00
	Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	Holiday Worked	0.00%	\$4,260.00	\$0.00	\$0.00	\$0.00
	Vac/Sick Payoff	0.00%	\$7,810.00	\$0.00	\$0.00	\$0.00
	Payroll Taxes	0.00%	\$7,984.31	\$0.00	\$0.00	\$0.00
	Workers' Comp Ins.	3.00%	\$6,275.30	\$0.00	\$0.00	\$0.00
	Pension Benefits	0.00%	\$12,376.00	\$0.00	\$0.00	\$0.00
	Health/Welfare	5.00%	\$36,321.42	\$0.00	\$0.00	\$0.00
	Employee/Med Exams	0.00%	\$250.00	\$0.00	\$0.00	\$0.00
Labor Costs			\$167,577.03	\$0.00	\$0.00	\$0.00
	Taxes and Licenses	1.97%	\$2,530.19	\$0.00	\$0.00	\$0.00
	Repairs & Maintenance	1.97%	\$2,554.21	\$0.00	\$0.00	\$0.00
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$6,287.57	\$0.00	\$0.00	\$0.00
	Tires	1.97%	\$4,810.94	\$0.00	\$0.00	\$0.00
Vehicle Costs			\$16,182.91	\$0.00	\$0.00	\$0.00
	Equipment Insurance	2.00%	\$2,751.24	\$0.00	\$0.00	\$0.00
	Uniforms	1.97%	\$1,369.15	\$0.00	\$0.00	\$0.00
Other			\$4,120.39	\$0.00	\$0.00	\$0.00
Depreciation			\$27,054.70	\$0.00	\$0.00	\$0.00
Interest (Exclude Overhead)			\$9,469.15	\$0.00	\$0.00	\$0.00
	80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00			
Annual Cost of Operations			\$224,404.17	\$0.00	\$0.00	\$0.00
Operating Ratio Profit (exclude interest)			0.92	\$18,690.00	\$0.00	\$0.00
Additional Annual Cost of Operations			\$243,094.17	\$0.00	\$0.00	\$0.00

**ALLOCATED DEPARTMENTAL SUMMARY**

**CITY OF SUNNYVALE-SPECIALITY**  
**NEW AGREEMENT COST FORMS**

Compensation	
Year 1 FY 21/22	
Assumed Level of Participation	50%
Calculated Units Served	8,626
<b>Department 80 - Vehicle Maintenance</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
<b>Annual Cost of Operations</b>	<b>\$0.00</b>

### Depreciation Timeline

Selection made on Pmt Sum tab → 10 Years

**Legend**

Contractor/Proposer Input

Calculation/Pulled from Schedule [No input required]	
---	--

[illegible]

Proposed Equipment Costs	
	21/22 Cost
1 Flatbed Boom Truck	\$ 256,698
1 30 Yd Bin	6,706
1 40 Yd Bin	7,143
<b>TOTAL</b>	<b>\$ 270,547</b>

Number of Employees 1

<b>Depreciation</b>					
<b>7 Years</b>	<b>7 Years</b>	<b>7 Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
5%	50%	25%	5%	50%	25%

Compensation	
Year 1 FY 21/22	
Assumed Level of Participation	50%
Calculated Units Served	8,626
<b>Department 90 - Container Maintenance</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
Annual Cost of Operations	\$0.00

Compensation	
Year 1 FY 21/22	
Assumed Level of Participation	50%
Calculated Units Served	8,626
<b>Department 00 - Administration</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
Annual Cost of Operations	\$0.00

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

Depreciation					
7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
5%	50%	25%	5%	50%	25%

Depreciation					
7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
5%	50%	25%	5%	50%	25%

## **EXHIBIT G2 – COST FORMS**

### **2. OPTION B TEN YEAR + FIVE YEAR**

Bay Counties Waste Services, Inc.  
DBA Specialty Solid Waste & Recycling  
City of Sunnyvale RFP for Services beginning July 1, 2021  
Cost Forms - Executive Summary (10 Year Contract with 5 Year Option)

FY 21/22 - YEAR 1	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 8,611,666	\$ 8,096,981	\$ 117,368	\$ 102,697	\$ -	\$ -	\$ -	\$ 294,621	\$ -	\$ -
Vehicle Costs	1,705,122	1,513,553	21,526	21,526	-	-	125,578	-	-	22,940
Other	365,687	298,344	3,729	3,614	-	-	60,000	-	-	-
Depreciation	3,103,634	2,848,346	33,817	48,410	-	-	20,000	12,857	-	140,204
Interest	341,225	198,643	34,145	32,193	-	-	3,325	2,993	-	69,927
Allocated Costs (less interest)	7,199,381	7,178,881	-	-	-	-	-	20,500	-	-
Annual Cost of Operations	21,326,716	20,134,748	210,584	208,440	-	-	208,903	330,970	-	233,071
Operating Ratio Profit	1,763,009	1,674,849	14,823	14,807	-	-	17,271	27,554	-	13,706
Franchise Fee	2,208,528	2,208,528	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 25,298,253	\$ 24,018,125	\$ 225,407	\$ 223,246	\$ -	\$ -	\$ 226,173	\$ 358,524	\$ -	\$ 246,777

FY 22/23 - YEAR 2	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 9,465,654	\$ 8,540,378	\$ 310,153	\$ 186,092	\$ 124,061	\$ -	\$ -	\$ 304,970	\$ -	\$ -
Vehicle Costs	1,850,945	1,553,158	60,778	37,609	34,430	-	141,578	-	-	23,392
Other	387,822	304,299	10,533	6,320	6,671	-	60,000	-	-	-
Depreciation	3,351,822	2,926,906	100,939	96,820	54,096	-	20,000	12,857	-	140,204
Interest	430,542	238,756	42,139	28,804	52,624	-	2,975	2,678	-	62,566
Allocated Costs (less interest)	7,411,411	7,390,508	-	-	-	-	-	20,904	-	-
Annual Cost of Operations	22,898,197	20,954,004	524,542	355,645	271,882	-	224,553	341,408	-	226,162
Operating Ratio Profit	1,887,527	1,740,305	40,527	27,458	18,420	-	18,615	28,457	-	13,744
Franchise Fee	2,279,864	2,279,864	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 27,065,587	\$ 24,974,173	\$ 565,069	\$ 383,104	\$ 290,302	\$ -	\$ 243,167	\$ 369,865	\$ -	\$ 239,906

FY 23/24 - YEAR 3	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 10,440,481	\$ 8,952,442	\$ 521,541	\$ 325,556	\$ 325,236	\$ -	\$ -	\$ 315,706	\$ -	\$ -
Vehicle Costs	2,014,303	1,595,138	102,345	64,283	93,286	-	135,398	-	-	23,853
Other	416,543	310,372	17,209	10,696	18,265	-	60,000	-	-	-
Depreciation	3,446,735	2,806,877	159,440	122,017	158,740	-	46,600	12,857	-	140,204
Interest	628,431	440,776	37,182	25,415	64,866	-	2,625	2,363	-	55,205
Allocated Costs (less interest)	7,615,053	7,593,737	-	-	-	-	-	21,316	-	-



Bay Counties Waste Services, Inc.  
DBA Specialty Solid Waste & Recycling  
City of Sunnyvale RFP for Services beginning July 1, 2021  
Cost Forms - Executive Summary (10 Year Contract with 5 Year Option)

Annual Cost of Operations	24,561,546	21,699,342	837,717	547,968	660,393	-	244,623	352,241	-	219,263
Operating Ratio Profit	2,010,641	1,785,950	67,254	43,900	50,031	-	20,330	29,394	-	13,783
Franchise Fee	2,353,503	2,353,503	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 28,925,690	\$ 25,838,795	\$ 904,971	\$ 591,868	\$ 710,424	\$ -	\$ 264,953	\$ 381,635	\$ -	\$ 233,045

FY 24/25 - YEAR 4	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Bulky & Reuse	Technical Assistance	SB 1383	Downtown Service	Fueling Station
Cost of Operations										
Labor Costs	\$ 11,138,100	\$ 9,387,609	\$ 610,306	\$ 406,871	\$ 406,471	\$ -	\$ -	\$ 326,844	\$ -	\$ -
Vehicle Costs	2,037,889	1,639,785	117,202	78,621	117,562	-	60,398	-	-	24,323
Other	432,815	316,568	19,722	13,148	23,378	-	60,000	-	-	-
Depreciation	4,124,452	3,378,322	184,636	147,213	214,618	-	46,600	12,857	-	140,204
Interest	788,403	625,768	32,224	22,027	56,217	-	2,275	2,048	-	47,845
Allocated Costs (less interest)	7,845,973	7,824,237	-	-	-	-	-	21,736	-	-
Annual Cost of Operations	26,367,632	23,172,288	964,090	667,879	818,246	-	169,273	363,484	-	212,372
Operating Ratio Profit	2,148,933	1,894,152	78,287	54,259	64,019	-	14,030	30,365	-	13,822
Franchise Fee	2,429,521	2,429,521	-	-	-	-	-	-	-	-
Total Contractor's Payment	\$ 30,946,086	\$ 27,495,962	\$ 1,042,377	\$ 722,138	\$ 882,264	\$ -	\$ 183,303	\$ 393,849	\$ -	\$ 226,194

	Contractors Payment FY20/21	Contractors Payment FY21/22	Contractors Payment FY22/23	Contractors Payment FY23/24	Contractors Payment FY24/25
Existing Operations	\$ 22,998,754	\$ 24,018,125	\$ 24,974,173	\$ 25,838,795	\$ 27,495,962
MF Food Scraps	-	225,407	565,069	904,971	1,042,377
Yard Trimmings	-	223,246	383,104	591,868	722,138
Expanded Commercial Organics	-	-	290,302	710,424	882,264
Bulky & Reuse	-	-	-	-	-
Technical Assistance	-	226,173	243,167	264,953	183,303
SB 1383	-	358,524	369,865	381,635	393,849
Downtown Service	-	-	-	-	-
Fueling Station	-	246,777	239,906	233,045	226,194
Total Contractors Payment - 10yr	\$ 22,998,754	\$ 25,298,253	\$ 27,065,587	\$ 28,925,690	\$ 30,946,086
		10.0%	7.0%	6.9%	7.0%

Year 1 Increase FY21/22
4.4%
1.0%
1.0%
0.0%
0.0%
1.0%
1.6%
0.0%
1.1%
10.0%

% Increase by Program & Total from PY		
FY22/23	FY23/24	FY24/25
4.0%	3.5%	6.4%
150.7%	60.2%	15.2%
71.6%	54.5%	22.0%
0.0%	144.7%	24.2%
0.0%	0.0%	0.0%
7.5%	9.0%	-30.8%
3.2%	3.2%	3.2%
0.0%	0.0%	0.0%
-2.8%	-2.9%	-2.9%
7.0%	6.9%	7.0%

Contractors Payment FY20/21	Contractors Payment FY21/22	% Increase
\$ 22,998,754	\$ 25,298,253	10.0%
(2,552,037)	(3,173,549)	
20,446,717	22,124,704	8.2%

Total Contractors Payment  
Less: Core Cost Depreciation

Bay Counties Waste Services, Inc.  
DBA Specialty Solid Waste & Recycling  
City of Sunnyvale RFP for Services beginning July 1, 2021  
Cost Forms - Executive Summary (10 Year Contract with 5 Year Option)

Contract Year	1	2	3	4	
Cost savings - 10 Year Contract	FY21/22	FY22/23	FY23/24	FY24/25	Total
No profit on interest	\$ 28,667	\$ 36,170	\$ 52,795	\$ 66,234	\$ 183,866

TABLE A - CONTRACTOR PAYMENT APPLICATION SUMMARY

(Sum of all departments)

Depreciation Timeline

10 Years

	Supporting Schedule	Proposed at Current Dollars				
		FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Cost of Operations						
Labor Costs	B	\$ 7,570,491	\$ 8,096,981	\$ 8,540,378	\$ 8,952,442	\$ 9,387,609
Vehicle Costs	C	1,476,070	1,513,553	1,553,158	1,595,138	1,639,785
Other	D	292,505	298,344	304,299	310,372	316,568
Depreciation	E	2,490,896	2,848,346	2,926,906	2,806,877	3,378,322
Interest	F					
Allocated Costs	K	7,056,768	7,377,524	7,629,264	8,034,513	8,450,005
Annual Cost of Operations		\$ 18,886,731	\$ 20,134,748	\$ 20,954,004	\$ 21,699,342	\$ 23,172,288
Operating Ratio Profit (exclude interest)	L	1,754,505	1,674,849	1,740,305	1,785,950	1,894,152
Incentive Program Profit		194,481				
Bad Debt Expense		993				
Franchise Fee		\$ 2,162,044	\$ 2,208,528	\$ 2,279,864	\$ 2,353,503	\$ 2,429,521
<b>Total Contractor's Payment</b>		<b>\$ 22,998,754</b>	<b>\$ 24,018,125</b>	<b>\$ 24,974,173</b>	<b>\$ 25,838,795</b>	<b>\$ 27,495,962</b>

Note: Numbers may not add exactly due to rounding

Operating Ratio Profit - Input Here  
0.9225

## Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22
Family Food Scraps	Family Yard Trimmings	Comm Organics	3. Multi-Family Bulky 10%	Assistance Level 1	7. 1383	9. Downtown Service Area	10. Fueling Station Slow
\$ 117,368	\$ 102,697	\$ -	\$ -	\$ -	\$ 294,621	\$ -	\$ -
21,526	21,526	-	-	125,578	-	-	22,940
3,729	3,614	-	-	60,000	-	-	-
33,817	48,410	-	-	20,000	12,857	-	140,204
34,145	32,193	-	-	3,325	2,993	-	69,927
-	-	-	-	-	20,500	-	-
\$ 210,584	\$ 208,440	\$ -	\$ -	\$ 208,903	\$ 330,970	\$ -	\$ 233,071
14,823	14,807	-	-	17,271	27,554	-	13,706
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 225,407	\$ 223,246	\$ -	\$ -	\$ 226,173	\$ 358,524	\$ -	\$ 246,777

#DIV/0!

<b>Indices Used: 3 Year Historical Avg. (2017 - 2019)</b>	
9240 San Francisco - Oakland - Hayward Consumer Price Index CWURS49BSA0 Urban Wage Earners and Clerical Workers (Dec)	3.23%
Union Labor - See Employee Costs Tab	
9340 Producer Price Index WPU03THRU15 Industrial Commodities (Dec)	1.97%
2515 05-73-02-01 Producer Price Index WPU057303 #2 Diesel Fuel (Dec)	15.23%
2515 05-51 Producer Price Index WPU0551 Residential Natural Gas (#05-51)	1.80%
Assumed Health and Welfare (based upon historical increases)	5.00%
Assumed Vehicle Insurance (based upon historical increases)	2.00%

Franchise Fee Expense	2019	2018
Total collection revenue	22,408,446	21,042,019
Franchise fee	2,026,655	1,965,908

Fee/Revenue	9.044%	9.343%
Avg. 2 Years	9.193%	

BAY COUNTIES WASTE SERVICES, INC.		
COMPARATIVE STATEMENTS OF INCOME AND RETAINED EARNINGS - SPECIALTY SOLID WASTE AND RECYCLING DIVISION		
YEARS ENDED JUNE 30, 2019 AND 2018		
	2019	2018
OPERATING REVENUES:		
Collection revenue	\$ 22,408,446	\$ 21,042,019
CNG Station	65,370	33,412
TOTAL OPERATING REVENUES	22,473,816	21,075,431
OPERATING EXPENSES:		
Employee compensation and benefits	11,597,004	11,082,157
Franchise fee	2,026,655	1,965,908
Depreciation	2,705,750	2,699,573
Amortization	41,312	57,611
Rent	577,162	552,002
Other operating expenses	3,261,409	2,990,913
TOTAL OPERATING EXPENSES	20,209,292	19,348,164

TABLE A - 1 - DEPARTMENTAL SUMMARY

## Legend

Contractor/Proposer Input

Calculation/Pulled from  
Schedule [No input required]

FY 20/21 A11

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	Sched	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

## Department 10 - Commercial FEL Refuse

## Cost of Operations

Labor Costs	B	\$1,737,690.06	\$1,856,403.17	\$1,956,561.05	\$2,049,494.18	\$2,147,527.16
Vehicle Costs	C	\$328,414.50	\$336,482.26	\$344,978.84	\$353,954.28	\$363,465.94
Other	D	\$59,264.82	\$60,447.12	\$61,653.01	\$62,882.96	\$64,137.45
Depreciation	E	\$593,334.69	\$678,479.64	\$697,192.80	\$668,601.68	\$804,720.80
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,754,896.85	\$1,831,750.95	\$1,895,167.82	\$1,995,475.70	\$2,098,862.34

Annual Cost of Operations \$4,473,600.92 \$4,763,563.14 \$4,955,553.52 \$5,130,408.81 \$5,478,713.70

Operating Ratio Profit L \$415,580.41 \$396,257.10 \$412,148.48 \$422,285.93 \$447,874.56

**Total Contractor's Payment \$4,889,181.33 \$5,159,820.24 \$5,367,702.01 \$5,552,694.74 \$5,926,588.26**

Tonnage Collected	47,882.84
Tonnage Disposed (w/o Recycled Tons)	47,882.84

0.24

## Department 20 - Commercial Roll-Offs Refuse

## Cost of Operations

Labor Costs	B	\$518,461.43	\$562,491.34	\$591,735.92	\$618,873.35	\$647,426.79
Vehicle Costs	C	\$134,946.89	\$138,336.01	\$141,912.30	\$145,697.94	\$149,718.39
Other	D	\$28,454.46	\$29,022.88	\$29,602.66	\$30,194.02	\$30,797.20
Depreciation	E	\$188,588.33	\$215,651.21	\$221,599.09	\$212,511.55	\$255,776.30
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$537,219.70	\$562,203.13	\$580,812.30	\$611,953.53	\$643,627.83

Annual Cost of Operations \$1,407,670.81 \$1,507,704.57 \$1,565,662.27 \$1,619,230.39 \$1,727,346.51

Operating Ratio Profit L \$130,767.23 \$125,418.44 \$130,214.58 \$133,279.48 \$141,207.34

**Total Contractor's Payment \$1,538,438.04 \$1,633,123.01 \$1,695,876.85 \$1,752,509.87 \$1,868,553.84**

Tonnage Collected	20,929.88
Tonnage Disposed (w/o Recycled Tons)	20,929.88

0.08

TABLE A - 1 - DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
	Support	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	Sched	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

## Department 30 - Residential Refuse Collection

## Cost of Operations

Labor Costs	B	\$2,396,868.88	\$2,542,557.24	\$2,692,689.78	\$2,832,206.34	\$2,980,308.24
Vehicle Costs	C	\$377,122.41	\$386,748.46	\$396,925.31	\$407,719.30	\$419,206.54

Other	D	\$70,593.27	\$72,001.60	\$73,438.03	\$74,903.12	\$76,397.44
Depreciation	E	\$720,335.10	\$823,704.91	\$846,423.54	\$811,712.62	\$976,967.38
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,727,937.74	\$1,805,876.47	\$1,867,876.07	\$1,966,913.97	\$2,068,638.56
Annual Cost of Operations		\$5,292,857.40	\$5,630,888.68	\$5,877,352.73	\$6,093,455.35	\$6,521,518.15
Operating Ratio Profit	L	\$491,686.21	\$468,405.59	\$488,813.61	\$501,554.66	\$533,121.87
<b>Total Contractor's Payment</b>		<b>\$5,784,543.61</b>	<b>\$6,099,294.27</b>	<b>\$6,366,166.34</b>	<b>\$6,595,010.01</b>	<b>\$7,054,640.03</b>
Tonnage Collected		20,564.68				
Tonnage Disposed (w/o Recycled Tons)		20,564.68				

0.29

**Department 40 - Commercial / Industrial Recycling**

Cost of Operations						
Labor Costs	B	\$443,158.33	\$479,693.42	\$504,440.11	\$527,435.41	\$551,614.90
Vehicle Costs	C	\$114,674.41	\$117,891.27	\$121,322.75	\$124,996.19	\$128,943.04
Other	D	\$29,163.70	\$29,746.31	\$30,340.56	\$30,946.68	\$31,564.90
Depreciation	E	\$2,332.83	\$2,667.60	\$2,741.17	\$2,628.76	\$3,163.94
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$584,703.11	\$611,485.79	\$635,950.78	\$667,726.99	\$701,638.53
Annual Cost of Operations		\$1,174,032.38	\$1,241,484.39	\$1,294,795.36	\$1,353,734.03	\$1,416,925.32
Operating Ratio Profit	L	\$109,063.12	\$103,272.90	\$107,686.85	\$111,426.37	\$115,830.99
<b>Total Contractor's Payment</b>		<b>\$1,283,095.50</b>	<b>\$1,344,757.29</b>	<b>\$1,402,482.21</b>	<b>\$1,465,160.40</b>	<b>\$1,532,756.30</b>
Tonnage Collected		4,082.47				
Tonnage Disposed (w/o Recycled Tons)		0.00				

0.00

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS				
Support	Sched	Proposed at	Compensation	Compensation	Compensation	Compensation
		Current Dollars				
		FY 20/21	Year 1 FY 21/22	Year 2FY 22/23	Year 3FY 23/24	Year 4FY 24/25

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

Cost of Operations						
Labor Costs	B	\$853,416.52	\$915,979.04	\$965,695.83	\$1,011,907.56	\$1,060,678.54
Vehicle Costs	C	\$137,894.65	\$141,532.31	\$145,392.18	\$149,501.74	\$153,892.55
Other	D	\$33,360.30	\$34,026.09	\$34,705.16	\$35,397.79	\$36,104.24
Depreciation	E	\$245,561.52	\$280,800.19	\$288,544.94	\$276,712.03	\$333,047.21
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$854,692.29	\$894,264.13	\$923,112.56	\$973,032.58	\$1,023,541.09
Annual Cost of Operations		\$2,124,925.28	\$2,266,601.76	\$2,357,450.67	\$2,446,551.70	\$2,607,263.62
Operating Ratio Profit	L	\$197,397.43	\$188,547.31	\$196,066.84	\$201,376.61	\$213,138.91
<b>Total Contractor's Payment</b>		<b>\$2,322,322.71</b>	<b>\$2,455,149.07</b>	<b>\$2,553,517.51</b>	<b>\$2,647,928.31</b>	<b>\$2,820,402.53</b>

0.10

Tonnage Collected	15,271.89
Tonnage Disposed (w/o Recycled Tons)	0.00

**Department 59 - Commercial Food Scraps**

## Cost of Operations

Labor Costs	B	\$173,878.14	\$189,887.08	\$200,033.55	\$209,485.36	\$219,455.47
Vehicle Costs	C	\$27,578.94	\$27,578.94	\$0.00	\$28,306.47	\$29,078.45
Other	D	\$6,017.34	\$6,137.40	\$6,259.86	\$6,384.76	\$6,512.16
Depreciation	E	\$55,637.61	\$63,621.74	\$65,376.49	\$62,695.47	\$75,459.51
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$165,122.94	\$172,636.51	\$178,095.57	\$187,794.31	\$197,576.15

0.02

Annual Cost of Operations \$428,234.97 \$459,861.67 \$449,765.47 \$494,666.38 \$528,081.73

Operating Ratio Profit L \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

<b>Total Contractor's Payment</b>	<b>\$428,234.97</b>	<b>\$459,861.67</b>	<b>\$449,765.47</b>	<b>\$494,666.38</b>	<b>\$528,081.73</b>
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Tonnage Collected	15,271.89
Tonnage Disposed (w/o Recycled Tons)	0.00

**TABLE A - 1 - DEPARTMENTAL SUMMARY**

## CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

	0	0	0	0	0	0
	0	GREEMENT COST	\$0.00	\$0.00	\$0.00	\$0.00

**Department 70 - Multi-Family / Residential Recycling**

## Cost of Operations

Labor Costs	B	\$1,447,018.01	\$1,549,969.93	\$1,629,221.77	\$1,703,039.71	\$1,780,597.71
Vehicle Costs	C	\$355,438.36	\$364,256.68	\$373,548.11	\$383,367.98	\$393,779.73
Other	D	\$65,651.35	\$66,962.25	\$68,299.33	\$69,663.11	\$71,054.12
Depreciation	E	\$685,105.97	\$783,420.32	\$805,027.85	\$772,014.53	\$929,187.25
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs	K	\$1,432,195.81	\$1,499,307.35	\$1,548,248.77	\$1,631,615.71	\$1,716,120.46

0.27

Annual Cost of Operations \$3,985,409.50 \$4,263,916.53 \$4,424,345.84 \$4,559,701.03 \$4,890,739.26

Operating Ratio Profit L \$370,229.30 \$354,693.99 \$367,968.47 \$375,310.75 \$399,808.76

<b>Total Contractor's Payment</b>	<b>\$4,355,638.80</b>	<b>\$4,618,610.51</b>	<b>\$4,792,314.31</b>	<b>\$4,935,011.78</b>	<b>\$5,290,548.02</b>
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Tonnage Collected (White Office Paper)	165.00
Tonnage Collected (Residential)	7,353.31
Tonnage Collected (Multi-family)	1,827.02
Tonnage Disposed (w/o Recycled Tons)	0.00

**TABLE A - 2 - DEPARTMENTAL SUMMARY**

## CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

	Proposed at
Support	Current Dollars
Sched	FY 20/21
	Compensation
	Year 1 FY 21/22
	Compensation
	Year 2FY 22/23
	Compensation
	Year 3FY 23/24
	Compensation
	Year 4FY 24/25

**Department 80 - Vehicle Maintenance**

## Cost of Operations



Labor Costs	B	\$1,219,021.60	\$1,307,913.22	\$1,378,484.31	\$1,443,776.28	\$1,512,742.07	
Vehicle Costs	C	\$174,449.36	\$179,190.19	\$184,223.05	\$189,583.93	\$195,314.16	
Other	D	\$24,820.17	\$25,312.45	\$25,814.50	\$26,326.50	\$26,848.66	
Depreciation	E	\$16,829.29	\$19,244.33	\$19,775.11	\$18,964.16	\$22,825.03	0.01
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Annual Cost of Operations		\$1,435,120.42	\$1,531,660.20	\$1,608,296.97	\$1,678,650.87	\$1,757,729.92	
<b>Total to be Allocated</b>		<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>	<b>\$1,678,650.87</b>	<b>\$1,757,729.92</b>	

	Support	Proposed at Current Dollars	Compensation	Compensation	Compensation	Compensation	
	Sched	FY 20/21	Year 1 FY 21/22	Year 2FY 22/23	Year 3FY 23/24	Year 4FY 24/25	

<b>Department 90 - Container Maintenance</b>							
Cost of Operations							
Labor Costs	B	\$627,400.30	\$647,351.99	\$682,907.07	\$715,777.69	\$750,524.55	
Vehicle Costs	C	\$94,961.52	\$98,390.54	\$102,124.44	\$106,205.37	\$110,681.82	
Other	D	\$17,230.73	\$17,574.11	\$17,924.34	\$18,281.55	\$18,645.88	
Depreciation	E	\$15,374.50	\$17,580.78	\$18,065.67	\$17,324.82	\$20,851.94	0.01
Interest	F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Annual Cost of Operations		\$754,967.05	\$780,897.43	\$821,021.53	\$857,589.43	\$900,704.18	
<b>Total to be Allocated</b>		<b>\$754,967.05</b>	<b>\$780,897.43</b>	<b>\$821,021.53</b>	<b>\$857,589.43</b>	<b>\$900,704.18</b>	

<b>Department 00 - Administration</b>							
Cost of Operations							
Labor Costs	B	\$3,084,010.41	\$3,161,850.64	\$3,234,917.83	\$3,310,757.09	\$3,389,478.57	
Vehicle Costs	C	\$72,787.32	\$77,445.69	\$82,686.93	\$88,597.29	\$95,276.14	
Other	D	\$1,468,630.03	\$1,593,937.48	\$1,609,581.89	\$1,625,534.56	\$1,641,801.58	
Depreciation	E	\$28,937.16	\$33,089.71	\$34,002.36	\$32,607.96	\$39,246.54	0.01
Interest	F	\$212,316.06	\$198,643.18	\$238,756.37	\$440,775.57	\$625,768.00	
Annual Cost of Operations		\$4,866,680.98	\$5,064,966.71	\$5,199,945.37	\$5,498,272.48	\$5,791,570.84	
<b>Total to be Allocated</b>		<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>	<b>\$5,498,272.48</b>	<b>\$5,791,570.84</b>	1.0223

Totals

Depreciation 2,496,399

**TABLE B - LABOR COSTS BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Legend

Contractor/Proposer Input

Calculation/Pulled from  
Schedule [No input required]

Supporting	Proposed at		Compensation	Compensation	Compensation	Compensation
	Current Dollars	Index	Year 1	Year 2	Year 3	Year 4
Schedule	FY 20/21		FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Department 10 - Commercial FEL Refuse</b>						
Regular Wages	\$752,145.95		\$782,231.79	\$818,673.79	\$852,573.32	\$887,876.57
Overtime	\$255,994.92		\$266,234.72	\$278,637.85	\$290,175.65	\$302,191.21
Holiday Worked	\$54,010.18		\$56,170.59	\$58,787.42	\$61,221.68	\$63,756.74
Vac/Sick Payoff	\$123,789.90		\$128,741.50	\$134,739.20	\$140,318.47	\$146,128.76
Payroll Taxes	\$87,993.92		\$91,513.68	\$95,777.04	\$99,742.97	\$103,873.11
Workers' Comp Ins.	\$32,288.37	N/A	\$68,380.12	\$70,431.53	\$72,544.47	\$74,720.81
Pension Benefits	\$92,058.90		\$106,757.38	\$125,323.88	\$140,022.36	\$156,444.74
Health/Welfare	\$338,917.01	N/A	\$355,862.86	\$373,656.00	\$392,338.80	\$411,955.74
Employee/Med Exams	\$490.91		\$510.55	\$534.33	\$556.46	\$579.50
<b>Total Department 10</b>	<b>\$1,737,690.06</b>		<b>\$1,856,403.17</b>	<b>\$1,956,561.05</b>	<b>\$2,049,494.18</b>	<b>\$2,147,527.16</b>

<b>Department 20 - Commercial Roll-Offs Refuse</b>						
Regular Wages	\$276,633.68		\$287,699.03	\$301,102.12	\$313,570.12	\$326,554.39
Overtime	\$67,321.06		\$70,013.90	\$73,275.66	\$76,309.84	\$79,469.67
Holiday Worked	\$12,390.78		\$12,886.41	\$13,486.75	\$14,045.21	\$14,626.79
Vac/Sick Payoff	\$27,295.64		\$28,387.47	\$29,709.96	\$30,940.18	\$32,221.35
Payroll Taxes	\$29,940.77		\$31,138.40	\$32,589.05	\$33,938.50	\$35,343.82
Workers' Comp Ins.	\$9,160.50	N/A	\$29,436.88	\$30,319.99	\$31,229.59	\$32,166.48
Pension Benefits	\$22,106.68		\$25,636.32	\$30,094.81	\$33,624.45	\$37,568.05
Health/Welfare	\$73,612.32	N/A	\$77,292.94	\$81,157.58	\$85,215.46	\$89,476.24
Employee/Med Exams			\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 20</b>	<b>\$518,461.43</b>		<b>\$562,491.34</b>	<b>\$591,735.92</b>	<b>\$618,873.35</b>	<b>\$647,426.79</b>

<b>Department 30 - Residential Refuse Collection</b>						
Regular Wages	\$790,128.78		\$821,733.93	\$860,016.23	\$895,627.66	\$932,713.70
Overtime	\$153,328.17		\$159,461.30	\$166,890.15	\$173,800.72	\$180,997.44
Holiday Worked	\$58,923.89		\$61,280.85	\$64,135.75	\$66,791.47	\$69,557.17
Vac/Sick Payoff	\$215,277.82		\$223,888.93	\$234,319.29	\$244,021.96	\$254,126.39
Payroll Taxes	\$95,900.46		\$99,736.48	\$104,382.92	\$108,705.20	\$113,206.45
Workers' Comp Ins.	\$38,260.51	N/A	\$57,187.53	\$58,903.16	\$60,670.25	\$62,490.36
Pension Benefits	\$200,564.77		\$232,587.72	\$273,037.75	\$305,060.70	\$340,839.42
Health/Welfare	\$841,664.37	N/A	\$883,747.59	\$927,934.97	\$974,331.72	\$1,023,048.30
Employee/Med Exams	\$2,820.11		\$2,932.91	\$3,069.55	\$3,196.65	\$3,329.02
<b>Total Department 30</b>	<b>\$2,396,868.88</b>		<b>\$2,542,557.24</b>	<b>\$2,692,689.78</b>	<b>\$2,832,206.34</b>	<b>\$2,980,308.24</b>

**TABLE B - LABOR COSTS BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Supporting	Proposed at		Compensation	Compensation	Compensation	Compensation
	Current Dollars	Index	Year 1	Year 2	Year 3	Year 4
Schedule	FY 20/21		FY 21/22	FY 22/23	FY 23/24	FY 24/25

<b>Department 40 - Commercial / Industrial Recycling</b>						
Regular Wages	\$181,536.66		\$188,798.13	\$197,593.71	\$205,775.64	\$214,296.37
Overtime	\$113,652.42		\$118,198.52	\$123,705.06	\$128,827.42	\$134,161.89
Holiday Worked	\$15,151.59		\$15,757.65	\$16,491.76	\$17,174.65	\$17,885.81

Vac/Sick Payoff		\$20,592.28		\$21,415.97	\$22,413.68	\$23,341.78	\$24,308.32
Payroll Taxes		\$25,144.20		\$26,149.97	\$27,368.22	\$28,501.48	\$29,681.67
Workers' Comp Ins.	H	\$7,397.47	N/A	\$23,797.17	\$24,511.09	\$25,246.42	\$26,003.81
Pension Benefits		\$17,413.96		\$20,194.34	\$23,706.40	\$26,486.78	\$29,593.25
Health/Welfare	G	\$62,113.08	N/A	\$65,218.73	\$68,479.67	\$71,903.65	\$75,498.84
Employee/Med Exams		\$156.67		\$162.94	\$170.53	\$177.59	\$184.94

<b>Total Department 40</b>		<b>\$443,158.33</b>		<b>\$479,693.42</b>	<b>\$504,440.11</b>	<b>\$527,435.41</b>	<b>\$551,614.90</b>
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**Department 50 - Residential Yard Waste & Commercial Food Scraps**

Regular Wages		\$389,447.03		\$405,024.91	\$423,893.89	\$441,446.44	\$459,725.79
Overtime		\$81,806.84		\$85,079.11	\$89,042.71	\$92,729.78	\$96,569.52
Holiday Worked		\$25,154.57		\$26,160.75	\$27,379.51	\$28,513.24	\$29,693.91
Vac/Sick Payoff		\$68,266.31		\$70,996.96	\$74,304.51	\$77,381.30	\$80,585.50
Payroll Taxes		\$42,302.02		\$43,994.10	\$46,043.66	\$47,950.23	\$49,935.75
Workers' Comp Ins.	H	\$12,491.49	N/A	\$33,926.43	\$34,944.22	\$35,992.55	\$37,072.32
Pension Benefits		\$46,981.20		\$54,482.40	\$63,957.60	\$71,458.80	\$79,839.77
Health/Welfare	G	\$186,862.61	N/A	\$196,205.74	\$206,016.03	\$216,316.83	\$227,132.67
Employee/Med Exams		\$104.45		\$108.63	\$113.69	\$118.40	\$123.30

<b>Total Department 50</b>		<b>\$853,416.52</b>		<b>\$915,979.04</b>	<b>\$965,695.83</b>	<b>\$1,011,907.56</b>	<b>\$1,060,678.54</b>
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**Department 59 - Commercial Food Scraps**

Regular Wages		\$77,889.41		\$81,004.99	\$84,778.78	\$88,289.29	\$91,945.16
Overtime		\$16,361.37		\$17,015.82	\$17,808.54	\$18,545.96	\$19,313.91
Holiday Worked		\$5,030.92		\$5,232.16	\$5,475.91	\$5,702.65	\$5,938.79
Vac/Sick Payoff		\$13,653.26		\$14,199.39	\$14,860.90	\$15,476.26	\$16,117.10
Payroll Taxes		\$8,462.01		\$8,800.49	\$9,210.48	\$9,591.87	\$9,989.05
Workers' Comp Ins.	H	\$5,532.72	N/A	\$13,308.97	\$13,708.24	\$14,119.49	\$14,543.07
Pension Benefits		\$9,396.24		\$10,896.48	\$12,791.52	\$14,291.76	\$15,967.95
Health/Welfare	G	\$37,531.32	N/A	\$39,407.89	\$41,378.28	\$43,447.19	\$45,619.55
Employee/Med Exams		\$20.89		\$20.89	\$20.89	\$20.89	\$20.89

<b>Total Department 59</b>		<b>\$173,878.14</b>		<b>\$189,887.08</b>	<b>\$200,033.55</b>	<b>\$209,485.36</b>	<b>\$219,455.47</b>
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**Department 70 - Multi-Family Recycling**

Regular Wages		\$620,550.98		\$645,373.02	\$675,439.15	\$703,407.65	\$732,534.26
Overtime		\$351,923.04		\$365,999.96	\$383,050.88	\$398,912.20	\$415,430.30
Holiday Worked		\$52,113.50		\$54,198.04	\$56,722.98	\$59,071.75	\$61,517.79
Vac/Sick Payoff		\$52,738.25		\$54,847.78	\$57,402.99	\$59,779.92	\$62,255.28
Payroll Taxes		\$84,385.39		\$87,760.81	\$91,849.34	\$95,652.62	\$99,613.39
Workers' Comp Ins.	H	\$27,228.39	N/A	\$65,333.57	\$67,293.58	\$69,312.39	\$71,391.76
Pension Benefits		\$50,212.40		\$58,229.51	\$68,356.38	\$76,373.48	\$85,330.87
Health/Welfare	G	\$207,223.70	N/A	\$217,584.89	\$228,464.13	\$239,887.34	\$251,881.70
Employee/Med Exams		\$642.36		\$642.36	\$642.36	\$642.36	\$642.36

<b>Total Department 70</b>		<b>\$1,447,018.01</b>		<b>\$1,549,969.93</b>	<b>\$1,629,221.77</b>	<b>\$1,703,039.71</b>	<b>\$1,780,597.71</b>
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**TABLE B - LABOR COSTS BY DEPARTMENT**

\*Expenses for Departments 80, 90 and 00 are incorporated into Schedule K (Overhead)

CITY OF SUNNYVALE-SPECIALTY		NEW AGREEMENT COST FORMS					
Supporting	Schedule	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
		Current Dollars FY 20/21	Index				

**Department 80 - Vehicle Maintenance**

Regular Wages		\$593,712.64		\$616,471.30	\$644,038.14	\$669,681.70	\$696,346.31
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Overtime		\$90,453.02		\$93,920.34	\$98,120.19	\$102,027.02	\$106,089.42
Holiday Worked		\$35,687.53		\$37,055.53	\$38,712.55	\$40,253.96	\$41,856.75
Vac/Sick Payoff		\$79,323.56		\$82,364.25	\$86,047.35	\$89,473.48	\$93,036.03
Payroll Taxes		\$62,391.25		\$64,782.88	\$67,679.79	\$70,374.58	\$73,176.67
Workers' Comp Ins.	H	\$23,178.32	N/A	\$53,951.94	\$55,570.50	\$57,237.61	\$58,954.74
Pension Benefits		\$76,470.26		\$88,679.80	\$104,102.37	\$116,311.91	\$129,953.43
Health/Welfare	G	\$257,643.12	N/A	\$270,525.28	\$284,051.54	\$298,254.12	\$313,166.82
Employee/Med Exams		\$161.90		\$161.90	\$161.90	\$161.90	\$161.90
<b>Total Department 80</b>		<b>\$1,219,021.60</b>		<b>\$1,307,913.22</b>	<b>\$1,378,484.31</b>	<b>\$1,443,776.28</b>	<b>\$1,512,742.07</b>

**Department 90 - Container Maintenance**

Regular Wages		\$305,690.81		\$317,408.79	\$331,602.41	\$344,805.77	\$358,534.84
Overtime		\$34,731.88		\$36,063.25	\$37,675.90	\$39,176.03	\$40,735.90
Holiday Worked		\$17,148.60		\$17,805.95	\$18,602.19	\$19,342.87	\$20,113.04
Vac/Sick Payoff		\$42,428.05		\$44,054.44	\$46,024.42	\$47,856.97	\$49,762.48
Payroll Taxes		\$31,534.13		\$32,742.92	\$34,207.09	\$35,569.11	\$36,985.36
Workers' Comp Ins.	H	\$13,691.55	N/A	\$3,709.61	\$3,820.90	\$3,935.53	\$4,053.60
Pension Benefits		\$39,543.66		\$45,857.35	\$53,832.55	\$60,146.24	\$67,200.43
Health/Welfare	G	\$141,561.02	N/A	\$148,639.07	\$156,071.02	\$163,874.58	\$172,068.30
Employee/Med Exams		\$1,070.60		\$1,070.60	\$1,070.60	\$1,070.60	\$1,070.60
<b>Total Department 90</b>		<b>\$627,400.30</b>		<b>\$647,351.99</b>	<b>\$682,907.07</b>	<b>\$715,777.69</b>	<b>\$750,524.55</b>

**Department 00 - Administration**

Regular Wages		\$1,012,737.97	3.23%	\$1,045,449.41	\$1,079,217.42	\$1,114,076.14	\$1,150,060.80
Officers' Compensation		\$1,017,062.54	2.15%	\$1,038,956.85	\$1,038,956.85	\$1,038,956.85	\$1,038,956.85
Overtime		\$10,304.14	3.23%	\$10,636.96	\$10,980.54	\$11,335.21	\$11,701.34
Holiday Worked		\$46,270.59	3.23%	\$47,765.13	\$49,307.94	\$50,900.59	\$52,544.68
Vac/Sick Payoff		\$151,005.55	3.23%	\$155,883.03	\$160,918.05	\$166,115.70	\$171,481.24
Payroll Taxes		\$148,586.35	3.23%	\$153,385.69	\$158,340.05	\$163,454.43	\$168,734.01
Workers' Comp Ins.	H	\$28,287.31	N/A	\$11,743.81	\$12,096.12	\$12,459.01	\$12,832.78
Pension Benefits		\$225,338.04	0.00%	\$231,400.09	\$235,148.84	\$239,018.68	\$243,013.51
Health/Welfare	G	\$444,235.14	N/A	\$466,446.90	\$489,769.24	\$514,257.70	\$539,970.59
Employee/Med Exams		\$182.78	0.00%	\$182.78	\$182.78	\$182.78	\$182.78
<b>Total Department 00</b>		<b>\$3,084,010.41</b>		<b>\$3,161,850.64</b>	<b>\$3,234,917.83</b>	<b>\$3,310,757.09</b>	<b>\$3,389,478.57</b>

Officer Comp Freeze for 4 years with 10 year contract  
No freeze of Officer Comp 7 year contract

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\$139,560.45 \$325,361.47 \$458,146.66 \$605,323.38

Regular Wages		\$6,230,152.14		\$6,455,312.48	\$6,668,210.58	\$6,889,545.04
Overtime		\$1,222,623.88		\$1,279,187.47	\$1,331,839.84	\$1,386,660.59
Holiday Worked		\$334,313.06		\$349,102.75	\$363,018.07	\$377,491.46
Vac/Sick Payoff		\$824,779.72		\$860,740.36	\$894,706.03	\$930,022.45
Payroll Taxes		\$640,005.41		\$667,447.65	\$693,480.99	\$720,539.27
Workers' Comp Ins.		\$360,776.04		\$371,599.32	\$382,747.30	\$394,229.72
Pension Benefits		\$874,721.38		\$990,352.10	\$1,082,795.15	\$1,185,751.42
Health/Welfare		\$2,720,931.87		\$2,856,978.47	\$2,999,827.39	\$3,149,818.76
Employee/Med Exams		\$5,793.56		\$5,966.63	\$6,127.63	\$6,295.29

\$13,214,097.06

**TABLE C - VEHICLE COSTS BY DEPARTMENT**  
CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Supporting	Schedule	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
		Current Dollars FY 20/21	Index				

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

**Department 10 - Commercial FEL Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$59,253.33	1.97%	\$60,420.62	\$61,610.91	\$62,824.64	\$64,062.29
Repairs & Maintenance	C-2	\$96,865.21	1.97%	\$98,773.45	\$100,719.29	\$102,703.46	\$104,726.72
Gas & Oil (Diesel Costs)	C-3	\$13,540.42	15.23%	\$15,602.63	\$17,978.91	\$20,717.09	\$23,872.31
Gas & Oil (RNG Costs)	C-3	\$116,158.53	1.80%	\$118,249.38	\$120,377.87	\$122,544.67	\$124,750.48
Tires	C-4	\$42,597.01	1.97%	\$43,436.17	\$44,291.86	\$45,164.41	\$46,054.15
<b>Total Department 10</b>		<b>\$328,414.50</b>		<b>\$336,482.26</b>	<b>\$344,978.84</b>	<b>\$353,954.28</b>	<b>\$363,465.94</b>

**Department 20 - Commercial Roll-Offs Refuse**

## Vehicle Costs

Taxes and Licenses	C-1	\$20,747.97	1.97%	\$21,156.71	\$21,573.49	\$21,998.49	\$22,431.86
Repairs & Maintenance	C-2	\$49,271.61	1.97%	\$50,242.26	\$51,232.03	\$52,241.30	\$53,270.46
Gas & Oil (Diesel Costs)	C-3	\$6,022.59	15.23%	\$6,939.83	\$7,996.77	\$9,214.67	\$10,618.07
Gas & Oil (RNG Costs)	C-3	\$39,959.19	1.80%	\$40,678.46	\$41,410.67	\$42,156.06	\$42,914.87
Tires	C-4	\$18,945.53	1.97%	\$19,318.76	\$19,699.34	\$20,087.41	\$20,483.14
<b>Total Department 20</b>		<b>\$134,946.89</b>		<b>\$138,336.01</b>	<b>\$141,912.30</b>	<b>\$145,697.94</b>	<b>\$149,718.39</b>

**Department 30 - Residential Refuse Collection**

## Vehicle Costs

Taxes and Licenses	C-1	\$74,328.30	1.97%	\$75,792.57	\$77,285.68	\$78,808.21	\$80,360.73
Repairs & Maintenance	C-2	\$111,369.16	1.97%	\$113,563.13	\$115,800.33	\$118,081.59	\$120,407.80
Gas & Oil (Diesel Costs)	C-3	\$18,060.83	15.23%	\$20,811.49	\$23,981.09	\$27,633.40	\$31,841.97
Gas & Oil (RNG Costs)	C-3	\$116,547.76	1.80%	\$118,645.62	\$120,781.24	\$122,955.30	\$125,168.50
Tires	C-4	\$56,816.36	1.97%	\$57,935.64	\$59,076.97	\$60,240.79	\$61,427.53
<b>Total Department 30</b>		<b>\$377,122.41</b>		<b>\$386,748.46</b>	<b>\$396,925.31</b>	<b>\$407,719.30</b>	<b>\$419,206.54</b>

**Department 40 - Commercial / Industrial Recycling**

## Vehicle Costs

Taxes and Licenses	C-1	\$14,641.98	1.97%	\$14,930.43	\$15,224.56	\$15,524.48	\$15,830.31
Repairs & Maintenance	C-2	\$45,299.69	1.97%	\$46,192.09	\$47,102.08	\$48,029.99	\$48,976.18
Gas & Oil (Diesel Costs)	C-3	\$7,524.78	15.23%	\$8,670.80	\$9,991.37	\$11,513.05	\$13,266.49
Gas & Oil (RNG Costs)	C-3	\$23,536.16	1.80%	\$23,959.81	\$24,391.09	\$24,830.13	\$25,277.07
Tires	C-4	\$23,671.80	1.97%	\$24,138.13	\$24,613.66	\$25,098.54	\$25,592.99
<b>Total Department 40</b>		<b>\$114,674.41</b>		<b>\$117,891.27</b>	<b>\$121,322.75</b>	<b>\$124,996.19</b>	<b>\$128,943.04</b>

## CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

**Department 50 - Residential Yard Waste & Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$18,674.78	1.97%	\$19,042.67	\$19,417.81	\$19,800.34	\$20,190.41
Repairs & Maintenance	C-2	\$43,124.80	1.97%	\$43,974.36	\$44,840.65	\$45,724.01	\$46,624.78
Gas & Oil (Diesel Costs)	C-3	\$7,522.48	15.23%	\$8,668.15	\$9,988.31	\$11,509.53	\$13,262.44
Gas & Oil (RNG Costs)	C-3	\$44,907.57	1.80%	\$45,715.91	\$46,538.79	\$47,376.49	\$48,229.27
Tires	C-4	\$23,665.02	1.97%	\$24,131.22	\$24,606.61	\$25,091.36	\$25,585.66
<b>Total Department 50</b>		<b>\$137,894.65</b>		<b>\$141,532.31</b>	<b>\$145,392.18</b>	<b>\$149,501.74</b>	<b>\$153,892.55</b>

**Department 59 - Commercial Food Scraps**

## Vehicle Costs

Taxes and Licenses	C-1	\$3,734.96	1.97%	\$3,808.54	\$3,883.57	\$3,960.07	\$4,038.09
Repairs & Maintenance	C-2	\$8,624.96	1.97%	\$8,794.87	\$8,968.13	\$9,144.80	\$9,324.96

Gas & Oil (Diesel Costs)	C-3	\$1,504.50	15.23%	\$1,733.64	\$1,997.67	\$2,301.91	\$2,652.49
Gas & Oil (RNG Costs)	C-3	\$8,981.52	1.80%	\$9,143.19	\$9,307.76	\$9,475.30	\$9,645.86
Tires	C-4	\$4,733.00	1.97%	\$4,826.24	\$4,921.32	\$5,018.27	\$5,117.13
<b>Total Department 59</b>		<b>\$27,578.94</b>		<b>\$28,306.47</b>	<b>\$29,078.45</b>	<b>\$29,900.36</b>	<b>\$30,778.52</b>

#### Department 70 - Multi-Family Recycling

##### Vehicle Costs

Taxes and Licenses	C-1	\$35,911.96	1.97%	\$36,619.43	\$37,340.83	\$38,076.44	\$38,826.55
Repairs & Maintenance	C-2	\$157,394.13	1.97%	\$160,494.79	\$163,656.54	\$166,880.58	\$170,168.12
Gas & Oil (Diesel Costs)	C-3	\$14,976.34	15.23%	\$17,257.24	\$19,885.51	\$22,914.08	\$26,403.89
Gas & Oil (RNG Costs)	C-3	\$99,812.39	1.80%	\$101,609.01	\$103,437.98	\$105,299.86	\$107,195.26
Tires	C-4	\$47,343.54	1.97%	\$48,276.21	\$49,227.25	\$50,197.03	\$51,185.91
<b>Total Department 70</b>		<b>\$355,438.36</b>		<b>\$364,256.68</b>	<b>\$373,548.11</b>	<b>\$383,367.98</b>	<b>\$393,779.73</b>

#### TABLE C - VEHICLE COSTS BY DEPARTMENT

Supporting	Schedule	Proposed at Current Dollars		Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
		FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25

#### Department 80 - Vehicle Maintenance

##### Vehicle Costs

Taxes and Licenses	C-1	\$1,894.56	1.97%	\$1,931.88	\$1,969.94	\$2,008.75	\$2,048.32
Repairs & Maintenance	C-2	\$161,762.74	1.97%	\$164,949.47	\$168,198.97	\$171,512.49	\$174,891.29
Gas & Oil	C-3	\$9,835.46	15.23%	\$11,333.40	\$13,059.48	\$15,048.44	\$17,340.31
Tires	C-4	\$956.60	1.97%	\$975.45	\$994.66	\$1,014.26	\$1,034.24
<b>Total Department 80</b>		<b>\$174,449.36</b>		<b>\$179,190.19</b>	<b>\$184,223.05</b>	<b>\$189,583.93</b>	<b>\$195,314.16</b>

#### Department 90 - Container Maintenance

##### Vehicle Costs

Taxes and Licenses	C-1	\$3,140.77	1.97%	\$3,202.64	\$3,265.74	\$3,330.07	\$3,395.67
Repairs & Maintenance	C-2	\$80,069.01	1.97%	\$81,646.37	\$83,254.80	\$84,894.92	\$86,567.35
Gas & Oil	C-3	\$11,751.74	15.23%	\$13,541.53	\$15,603.91	\$17,980.38	\$20,718.79
Tires	C-4		1.97%	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 90</b>		<b>\$94,961.52</b>		<b>\$98,390.54</b>	<b>\$102,124.44</b>	<b>\$106,205.37</b>	<b>\$110,681.82</b>

#### Department 00 - Administration

##### Vehicle Costs

Taxes and Licenses	C-1	\$8,265.36	1.97%	\$8,428.19	\$8,594.22	\$8,763.53	\$8,936.17
Repairs & Maintenance	C-2	\$40,204.73	1.97%	\$40,996.76	\$41,804.40	\$42,627.95	\$43,467.72
Gas & Oil	C-3	\$24,317.23	15.23%	\$28,020.74	\$32,288.30	\$37,205.81	\$42,872.26
Tires	C-4		1.97%	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 00</b>		<b>\$72,787.32</b>		<b>\$77,445.69</b>	<b>\$82,686.93</b>	<b>\$88,597.29</b>	<b>\$95,276.14</b>

Taxes and Licenses		245,334	250,167	255,095	260,120
Repairs & Maintenance		809,628	825,577	841,841	858,425
Gas & Oil (Diesel Costs)		590,581	619,017	650,676	686,030
Gas & Oil (RNG Costs)					
Tires		223,038	227,432	231,912	236,481
		1,868,580	1,922,192	1,979,524	2,041,057
		1,868,580	1,922,192	1,979,524	2,041,057
		-	-	-	-

**TABLE D - OTHER COSTS BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALTY

Legend

	Proposed at			Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Reconcil	Current Dollars					
	Adj	FY 20/21	Index				

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

**Department 10 - Commercial FEL**

Other Costs							
Equipment Insurance		\$49,286.23	N/A	\$50,271.95	\$51,277.39	\$52,302.94	\$53,349.00
Uniforms		\$9,978.59	1.97%	\$10,175.17	\$10,375.62	\$10,580.02	\$10,788.45
<b>Total Department 10</b>	<b>#</b>	<b>\$59,264.82</b>		<b>\$60,447.12</b>	<b>\$61,653.01</b>	<b>\$62,882.96</b>	<b>\$64,137.45</b>

**Department 20 - Commercial Roll-Offs**

Other Costs							
Equipment Insurance		\$26,236.99	N/A	\$26,761.73	\$27,296.96	\$27,842.90	\$28,399.76
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70	\$2,351.12	\$2,397.44
<b>Total Department 20</b>	<b>#</b>	<b>\$28,454.46</b>		<b>\$29,022.88</b>	<b>\$29,602.66</b>	<b>\$30,194.02</b>	<b>\$30,797.20</b>

**Department 30 - Residential Collection**

Other Costs							
Equipment Insurance		\$58,816.44	N/A	\$59,992.77	\$61,192.62	\$62,416.48	\$63,664.81
Uniforms		\$11,776.83	1.97%	\$12,008.83	\$12,245.41	\$12,486.64	\$12,732.63
<b>Total Department 30</b>	<b>#</b>	<b>\$70,593.27</b>		<b>\$72,001.60</b>	<b>\$73,438.03</b>	<b>\$74,903.12</b>	<b>\$76,397.44</b>

**Department 40 - Commercial / Industrial Recycling**

Other Costs							
Equipment Insurance		\$26,946.23	N/A	\$27,485.15	\$28,034.86	\$28,595.55	\$29,167.47
Uniforms		\$2,217.47	1.97%	\$2,261.15	\$2,305.70	\$2,351.12	\$2,397.44
<b>Total Department 40</b>	<b>#</b>	<b>\$29,163.70</b>		<b>\$29,746.31</b>	<b>\$30,340.56</b>	<b>\$30,946.68</b>	<b>\$31,564.90</b>

**Department 50 - Yard Waste Recycling**

Other Costs							
Equipment Insurance		\$28,631.13	N/A	\$29,203.75	\$29,787.83	\$30,383.58	\$30,991.26
Uniforms		\$4,729.17	1.97%	\$4,822.33	\$4,917.33	\$5,014.21	\$5,112.99
<b>Total Department 50</b>	<b>#</b>	<b>\$33,360.30</b>		<b>\$34,026.09</b>	<b>\$34,705.16</b>	<b>\$35,397.79</b>	<b>\$36,104.24</b>

**Department 59 - Commercial Food Scraps**

Other Costs							
Equipment Insurance		\$5,071.51	N/A	\$5,172.94	\$5,276.40	\$5,381.93	\$5,489.57
Uniforms		\$945.83	1.97%	\$964.46	\$983.46	\$1,002.84	\$1,022.59
<b>Total Department 59</b>	<b>#</b>	<b>\$6,017.34</b>		<b>\$6,137.40</b>	<b>\$6,259.86</b>	<b>\$6,384.76</b>	<b>\$6,512.16</b>

**Department 70 - Multi-Family Recycling**

Other Costs							
Equipment Insurance		\$58,572.47	N/A	\$59,743.92	\$60,938.80	\$62,157.57	\$63,400.73
Uniforms		\$7,078.88	1.97%	\$7,218.33	\$7,360.54	\$7,505.54	\$7,653.40
<b>Total Department 70</b>	<b>#</b>	<b>\$65,651.35</b>		<b>\$66,962.25</b>	<b>\$68,299.33</b>	<b>\$69,663.11</b>	<b>\$71,054.12</b>

**TABLE D - OTHER COSTS BY DEPARTMENT**



CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Proposed at City Current Dollars			Compensation	Compensation	Compensation	Compensation
			Year 1	Year 2	Year 3	Year 4
Adj	FY 20/21	Index	FY 21/22	FY 22/23	FY 23/24	FY 24/25

Department 80 - Vehicle Maintenance

Other Costs						
Equipment Insurance	\$11,079.68	N/A	\$11,301.27	\$11,527.30	\$11,757.85	\$11,993.00
Uniforms	\$13,740.49	1.97%	\$14,011.18	\$14,287.20	\$14,568.66	\$14,855.66
<b>Total Department 80</b>	<b>#</b>	<b>\$24,820.17</b>	<b>\$25,312.45</b>	<b>\$25,814.50</b>	<b>\$26,326.50</b>	<b>\$26,848.66</b>

Department 90 - Container Maintenance

Other Costs						
Equipment Insurance	\$13,129.41	N/A	\$13,392.00	\$13,659.84	\$13,933.03	\$14,211.70
Uniforms	\$4,101.32	1.97%	\$4,182.12	\$4,264.50	\$4,348.51	\$4,434.18
<b>Total Department 90</b>	<b>#</b>	<b>\$17,230.73</b>	<b>\$17,574.11</b>	<b>\$17,924.34</b>	<b>\$18,281.55</b>	<b>\$18,645.88</b>

Department 00 - Administration

Other Costs						
Temporary Help	\$0.00	1.97%	\$0.00	\$0.00	\$0.00	\$0.00
Uniforms	\$1,780.26	1.97%	\$1,815.33	\$1,851.09	\$1,887.56	\$1,924.74
Amortization Expense	\$24,539.58	1.97%	\$25,023.01	\$25,515.96	\$26,018.63	\$26,531.19
Equipment Insurance	\$12,536.96	N/A	\$12,787.70	\$13,043.45	\$13,304.32	\$13,570.41
Facilities Rental	\$544,551.60	1.97%	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00
Utilities	\$32,991.35	1.97%	\$33,641.28	\$34,304.01	\$34,979.80	\$35,668.90
Telephone	\$63,417.93	1.97%	\$64,667.26	\$65,941.21	\$67,240.25	\$68,564.88
Liab Insurance & Bonds	\$250,832.13	N/A	\$255,773.52	\$260,812.26	\$265,950.26	\$271,189.48
Other Taxes/Licenses	\$100,079.00	1.97%	\$102,050.56	\$104,060.95	\$106,110.95	\$108,201.34
Outside Accounting	\$82,187.93	1.97%	\$83,807.03	\$85,458.03	\$87,141.55	\$88,858.24
Legal Services	\$5,977.90	1.97%	\$6,095.66	\$6,215.75	\$6,338.20	\$6,463.06
Outside Consulting Svcs	\$28,926.27	1.97%	\$29,496.12	\$30,077.19	\$30,669.71	\$31,273.91
Supplies	\$38,622.09	1.97%	\$39,382.95	\$40,158.79	\$40,949.92	\$41,756.63
Equipment Rental	\$16,562.84	1.97%	\$16,889.13	\$17,221.84	\$17,561.11	\$17,907.07
Postage	\$9,596.09	1.97%	\$9,785.13	\$9,977.90	\$10,174.46	\$10,374.90
Printing Services	\$14,040.75	1.97%	\$14,317.35	\$14,599.40	\$14,887.01	\$15,180.29
Training/Safety Program	\$33,014.09	1.97%	\$33,664.47	\$34,327.66	\$35,003.91	\$35,693.49
Advertising/Promotion	\$2,839.78	1.97%	\$2,895.72	\$2,952.77	\$3,010.94	\$3,070.25
Dues/Subscriptions	\$3,226.70	1.97%	\$3,290.27	\$3,355.08	\$3,421.18	\$3,488.58
Bank Fees	\$124,757.27	1.97%	\$58,554.99	\$59,708.52	\$60,884.78	\$62,084.21
(Gain) or Loss on Sale of Assets	\$78,149.51	N/A	\$0.00	\$0.00	\$0.00	\$0.00
(Gain) or Loss on Warranty Carts		N/A	\$0.00	\$0.00	\$0.00	\$0.00
(Gain) or Loss on Sale of Bonds		N/A	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Department 00</b>	<b>#</b>	<b>\$1,468,630.03</b>	<b>\$1,593,937.48</b>	<b>\$1,609,581.89</b>	<b>\$1,625,534.56</b>	<b>\$1,641,801.58</b>

Market change in rent - Add another \$100,000 if 7 year contract with no fixed  
Plus will fix rent for 4 years with 10 year contract

Change in vendor - new savings

Equipment Insurance	296,113	302,035	308,076	314,238
Uniforms	59,720	60,897	62,096	63,320

TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT

Department	Proposed at	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Current Dollars				
	FY 20/21				
10 - Commercial FEL	\$593,334.69	\$678,479.64	\$697,192.80	\$668,601.68	\$804,720.80
20 - Commercial Roll-Off	\$188,588.33	\$215,651.21	\$221,599.09	\$212,511.55	\$255,776.30
30 - Residential Collection	\$720,335.10	\$823,704.91	\$846,423.54	\$811,712.62	\$976,967.38
40 - Commercial Recycling	\$2,332.83	\$2,667.60	\$2,741.17	\$2,628.76	\$3,163.94
50 - Yard Waste Recycling	\$245,561.52	\$280,800.19	\$288,544.94	\$276,712.03	\$333,047.21
59 - Commercial Food Scraps	\$55,637.61	\$63,621.74	\$65,376.49	\$62,695.47	\$75,459.51
70 - Multi-Family Recycling	\$685,105.97	\$783,420.32	\$805,027.85	\$772,014.53	\$929,187.25
80 - Vehicle Maintenance	\$16,829.29	\$19,244.33	\$19,775.11	\$18,964.16	\$22,825.03
90 - Container Maintenance	\$15,374.50	\$17,580.78	\$18,065.67	\$17,324.82	\$20,851.94
00 - Administration	\$28,937.16	\$33,089.71	\$34,002.36	\$32,607.96	\$39,246.54
Total	\$2,552,037.00	\$2,918,260.43	\$2,998,749.03	\$2,875,773.57	\$3,461,245.90

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS				
Depreciation Timeline				
Department	10 Years	7 Years	7 Years	10 Years
	Proposed at	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Proposed at
	Current Dollars			Current Dollars
10 - Commercial FEL	\$593,334.69	\$706,093.00	\$593,334.69	\$678,479.64
20 - Commercial Roll-Off	\$188,588.33	\$224,427.97	\$188,588.33	\$215,651.21
30 - Residential Collection	\$720,335.10	\$857,228.78	\$720,335.10	\$823,704.91
40 - Commercial Recycling	\$2,332.83	\$2,776.16	\$2,332.83	\$2,667.60
50 - Yard Waste Recycling	\$245,561.52	\$292,228.44	\$245,561.52	\$280,800.19
59 - Commercial Food Scraps	\$55,637.61	\$66,211.07	\$55,637.61	\$63,621.74
70 - Multi-Family Recycling	\$685,105.97	\$815,304.64	\$685,105.97	\$783,420.32
80 - Vehicle Maintenance	\$16,829.29	\$20,027.56	\$16,829.29	\$19,244.33
90 - Container Maintenance	\$15,374.50	\$18,296.30	\$15,374.50	\$17,580.78
00 - Administration	\$28,937.16	\$34,436.43	\$28,937.16	\$33,089.71
Total	\$2,552,037.00	\$3,037,030.34	\$2,552,037.00	\$2,918,260.43

Legend
Contractor/Proposer Input
Calculation/Pulled from Schedule [No input

23%  
7%  
28%  
0%  
10%  
2%  
27%  
1%  
1%  
1%

Additions	1 FY21/22	2 FY22/23	3 FY23/24	4 FY24/25
1A MF Food Scraps - Trucks	475,000	489,250	503,928	-
1A MF Food Scraps - Containers	201,333	176,853	-	-
1B MF Yard Trim - Trucks	475,000	-	503,928	-
1B MF Yard Trim - Containers	493,205	-	-	-
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	-
2A Expanded Comm Organics - Containers	-	51,710	53,261	54,859
3 Bulky & Reuse - Trucks	-	-	-	-
3 Bulky & Reuse - Bins	-	-	-	-
6 Technical Assistance	100,000	-	133,000	-
7 1383	90,000	-	-	-
10 Fueling Station	1,999,763	-	-	-
10 Fueling Station - Electric Bridge	103,302	-	-	-
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Existing Depts Additions - Containers	294,600	1,665,510	4,249,475	2,792,505

10 Year Life	Life	1 FY21/22	2 FY22/23	3 FY23/24	4 FY24/25
Existing Assets Purchased Before 6/30/2021	various	2,641,131	2,352,827	1,585,339	1,425,029
Existing Depts Additions - Trucks	10	245,670	437,871	655,355	1,119,764
Existing Depts Additions - Office Equip	10	2,000	12,040	14,121	16,243
Existing Depts Additions - Containers	10	29,460	196,011	620,959	900,209
<b>Total Depreciation -Existing</b>		<b>2,918,260</b>	<b>2,998,749</b>	<b>2,875,774</b>	<b>3,461,246</b>

1A MF Food Scraps - Trucks	10	23,750	47,500	47,500	47,500
1A MF Food Scraps - Trucks	10	-	24,463	48,925	48,925
1A MF Food Scraps - Trucks	10	-	-	25,196	50,393
1A MF Food Scraps - Containers	10	10,067	20,133	20,133	20,133
1A MF Food Scraps - Containers	10	-	8,843	17,685	17,685
<b>Total 1A MF Scraps</b>		<b>33,817</b>	<b>100,939</b>	<b>159,440</b>	<b>184,636</b>

1B MF Yard Trim - Trucks	10	23,750	47,500	47,500	47,500
1B MF Yard Trim - Trucks	10	-	-	25,196	50,393
1B MF Yard Trim - Containers	10	24,660	49,320	49,320	49,320
<b>Total MF Yard Trim</b>		<b>48,410</b>	<b>96,820</b>	<b>122,017</b>	<b>147,213</b>

2A Expanded Comm Organics - Trucks	10	-	-	-	-
2A Expanded Comm Organics - Trucks	10	-	48,925	97,850	97,850
2A Expanded Comm Organics - Trucks	10	-	-	50,393	100,786
2A Expanded Comm Organics - Trucks	10	-	-	-	-
2A Expanded Comm Organics - Containers	10	-	5,171	10,497	15,983
<b>Total 2A Expanded Comm Organics</b>		<b>-</b>	<b>54,096</b>	<b>158,740</b>	<b>214,618</b>

3 Bulky & Reuse - Trucks	7	-	-	-	-
3 Bulky & Reuse - Bins	10	-	-	-	-
<b>3 Bulky &amp; Reuse</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>6 Technical Assistance</b>	<b>5</b>	<b>20,000</b>	<b>20,000</b>	<b>46,600</b>	<b>46,600</b>
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<b>7 1383</b>	<b>7</b>	<b>12,857</b>	<b>12,857</b>	<b>12,857</b>	<b>12,857</b>
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Fueling Station	15	133,318	133,318	133,318	133,318
Fueling Station Electric Bridge	15	6,887	6,887	6,887	6,887
<b>10 Fueling Station</b>		<b>140,204</b>	<b>140,204</b>	<b>140,204</b>	<b>140,204</b>

<b>TOTAL DEPRECIATION</b>		<b>3,173,549</b>	<b>3,423,665</b>	<b>3,515,632</b>	<b>4,207,376</b>
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<b>Original depreciation w/o life extension</b>		<b>3,387,224</b>	<b>3,684,840</b>	<b>3,803,406</b>	<b>4,495,150</b>
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Savings		213,675	261,175	287,775	287,775
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**TABLE F - INTEREST EXPENSE ALLOCATION  
BY DEPARTMENT**

	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
10 - Commercial FEL	\$0.00	\$0.00			
20 - Commercial Roll-Off	\$0.00	\$0.00			
30 - Residential Collection	\$0.00	\$0.00			
40 - Commercial & Industrial Recyc	\$0.00	\$0.00			
50 - Yard Waste Recycling	\$0.00	\$0.00			
70 - Multi-Family / Curbside Recycl	\$0.00	\$0.00			
80 - Vehicle Maintenance	\$0.00	\$0.00			
90 - Container Maintenance	\$0.00	\$0.00			
00 - Administrative	\$212,316.06	\$198,643.18	\$238,756.37	\$440,775.57	\$625,768.00
1A MF Food Scraps	\$0.00	\$34,144.90	\$42,139.34	\$37,181.77	\$32,224.20
1B 2B 5 Yard Trimmings	\$0.00	\$32,192.80	\$28,804.09	\$25,415.37	\$22,026.66
2A Comm Expanded Organics	\$0.00	\$0.00	\$52,623.69	\$64,865.66	\$56,216.91
3 4 MF Bulky and Reuse	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6 Technical Assistance		\$3,325.00	\$2,975.00	\$2,625.00	\$2,275.00
7 1383		\$2,992.50	\$2,677.50	\$2,362.50	\$2,047.50
10 Fueling Station		\$69,926.92	\$62,566.20	\$55,205.47	\$47,844.74
<b>Net Interest Expense</b>	<b>\$212,316.06</b>	<b>\$341,225.31</b>	<b>\$430,542.18</b>	<b>\$628,431.34</b>	<b>\$788,403.00</b>

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.

check \$0.00 \$0.00 \$0.00

Selection made on Pmt Sum tab → Depreciation Timeline

10 Years

**CITY OF SUNNYVALE-SPECIALTY  
NEW AGREEMENT COST FORMS**

	7 Years	7 Years	10 Years	10 Years	Legend
Department	Proposed at Current Dollars	Compensation Year 1	Proposed at Current Dollars	Compensation Year 1	Contractor/Proposer Input
	FY 20/21	FY 21/22	FY 20/21	FY 21/22	Calculation/Pulled from Schedule [No input required]
10 - Commercial FEL					
20 - Commercial Roll-Off					
30 - Residential Collection					
40 - Commercial Recycling					
50 - Yard Waste Recycling					
80 - Vehicle Maintenance					
90 - Container Maintenance					
00 - Administration	\$212,316.06	\$63,053.94	\$212,316.06	\$198,643.18	
1A Mf Food Scraps		\$33,637.65		\$34,144.90	
1B 2B 5 Yard Trimmings		\$31,466.65		\$32,192.80	
2A Comm Expanded Organics		\$18,028.67		\$0.00	
3 4 MF Bulky and Reuse		\$0.00		\$0.00	
6 Technical Assistance		\$3,250.00		\$3,325.00	
7 1383		\$2,925.00		\$2,992.50	
10 Fueling Station		\$68,349.63		\$69,926.92	
<b>Total</b>	<b>\$212,316.06</b>	<b>\$220,711.53</b>	<b>\$212,316.06</b>	<b>\$341,225.31</b>	

Interest Rate	5.0%			
Contract Year	1	2	3	4
	FY21/22	FY22/23	FY23/24	FY24/25
Loan Principal Balance, Beg.	3,040,393	-	-	-
1A MF Food Scraps - Trucks	475,000	489,250	503,928	
1A MF Food Scraps - Containers	201,333	176,853		
1B MF Yard Trim - Trucks	475,000		503,928	
1B MF Yard Trim - Containers	493,205			
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	-
2A Expanded Comm Organics - Contain	-	51,710	53,261	
3 Bulky & Reuse - Trucks	-			
3 Bulky & Reuse - Bins	-			
6 Technical Assistance	100,000		133,000	
7 1383	90,000			
10 Fueling Station	1,999,763			
10 Fueling Station - Electric Bridge	103,302			
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions -Containers	294,600	1,665,510	4,249,475	2,792,505
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Loan Payment (= to Depr)	3,173,549	3,423,665	3,515,632	4,207,376
Principal Estimate	2,832,324	2,993,123	2,887,200	3,418,973
Loan Principal Balance, End	6,916,971	9,308,082	15,067,981	19,106,828
Interest Rate	3.5%	3.5%	3.5%	3.5%
<b>Estimated Interest</b>	<b>341,225</b>	<b>430,542</b>	<b>628,431</b>	<b>788,403</b>

Interest Allocations				
Existing operations	198,643	238,756	440,776	625,768
1A MF Food Scraps	34,145	42,139	37,182	32,224
1B Yard Trims	32,193	28,804	25,415	22,027
2A Expanded Organics	-	52,624	64,866	56,217
3 Bulky and Reuse	-	-	-	-
6 Technical Assistance	3,325	2,975	2,625	2,275
7 1383	2,993	2,678	2,363	2,048
10 Fueling Station	69,927	62,566	55,205	47,845
Total Interest	341,225	430,542	628,431	788,403

Expected inflation cost of equipment 3.0%  
Life of Container 10

#### Expected Cost of Truck Per Unit

Front Loader Cost	475,000	489,250	503,928	519,045
<i>Front Loader Cost - Electric</i>				
Automated Side Loader	550,000	566,500	583,495	601,000
<i>Automated Side Loader - Electric</i>				
Rolloff	350,000	360,500	371,315	382,454
<i>Rolloff - Electric</i>				
Forklift	89,000	91,670	94,420	97,253
Stake Bed	76,000	78,280	80,628	83,047
Flatbed Boom Truck	256,698	264,399	272,331	280,501
Service Truck	110,000	113,300	116,699	120,200
Pickups	45,000	46,350	47,741	49,173

158 - Frontloader	-	-	-	-
101 - Frontloader	-	-	-	-
103 - Frontloader	-	-	-	519,045
105 - Frontloader	-	-	-	519,045
106 - Frontloader	-	-	503,928	-
109 - Frontloader	-	-	503,928	-

	1	2	3	4
	sed to estimate allocation of interest to new program			
1A	475,000	427,500	380,000	332,500
	201,333	181,200	161,067	140,933
	475,000	427,500	380,000	332,500
1B	493,205	443,884	394,564	345,243
2A	-	-	-	-
	978,500	869,778	761,056	881,873
	-	-	-	-
	51,710	45,964	40,219	46,604
	-	-	-	-
3	-	-	-	-
6	100,000	90,000	80,000	70,000
7	90,000	81,000	72,000	63,000
10	#####	#####	#####	1,399,834
	103,302	92,972	82,642	72,312

111 - Frontloader	-	489,250	-	-
102 - Frontloader	-	-	-	-
107 - Frontloader	-	-	-	-
New CNG Vehicle - Frontloader	-	-	-	-
New CNG Vehicle - Frontloader	-	-	-	-
201 - Rolloff	-	-	-	-
202 - Rolloff	-	-	-	-
New - Rolloff	-	-	-	-
New - Rolloff	-	-	-	-
301	-	-	-	601,000
306	-	-	-	-
320	-	-	-	601,000
311	-	-	-	-
313	-	-	-	-
314	-	-	-	-
315	-	-	-	-
316	-	-	-	-
317	-	-	-	-
318	-	-	-	-
319	-	-	-	-
441/141	-	-	-	-
442/142	-	-	-	-
501	-	566,500	-	-
502	-	-	-	601,000
503	-	-	583,495	-
504	-	-	-	601,000
505	-	-	-	601,000
592	-	-	-	-
721	550,000	-	-	-
722	550,000	-	-	-
723	550,000	-	-	-
724	550,000	-	-	-
725	-	566,500	-	-
726	-	-	583,495	-
707	-	-	-	601,000
New 700	-	-	-	-
Repair Truck - 80	-	-	-	-
Pickups - 80	-	-	-	-
Pickups - 90	-	-	-	-
Stake Side Bed - 90	-	-	-	-
Flatbed Boom Truck - 90	256,698	-	-	-
Forklift - 90	-	299,761	-	-
<b>Total Trucks</b>	<b>2,456,698</b>	<b>1,922,011</b>	<b>2,174,845</b>	<b>4,644,090</b>
Containers - maintain existing				
Dept 10	25,000	\$25,750	\$26,523	\$27,318
Dept 20	35,000	36,050	37,132	38,245
Dept 30	32,000	32,960	33,949	34,967
Dept 40	-	-	-	-
Dept 50	-	-	34,000	35,020
Dept 50 - MF/Commercial	-	-	-	27,318
Dept 59	25,000	25,750	26,523	27,318
Dept 59 - 2A	-	-	-	27,318
Relabel bins Dept 10, 40, and 59	177,600	-	-	-
Replace yard waste carts	-	1,545,000	1,591,350.00	-
Replace split carts	-	-	2,500,000	2,575,000
FoodCycle split carts	-	-	-	-
<b>Total Containers</b>	<b>294,600</b>	<b>1,665,510</b>	<b>4,249,475</b>	<b>2,792,505</b>
<b>Office equipment</b>	<b>20,000</b>	<b>100,400</b>	<b>20,808</b>	<b>21,224</b>

Interest Rate	3.5%			
Contract Year	1	2	3	4
	FY21/22	FY22/23	FY23/24	FY24/25
Loan Principal Balance, Beg.	3,040,393	4,999,294	10,383,529	19,030,628
1A MF Food Scraps - Trucks	475,000	489,250	503,928	
1A MF Food Scraps - Containers	201,333	176,853		
1B MF Yard Trim - Trucks	475,000		503,928	
1B MF Yard Trim - Containers	493,205			
2A Expanded Comm Organics - Trucks	-	978,500	1,007,855	
2A Expanded Comm Organics - Containers	-	51,710	53,261	54,859
3 Bulky & Reuse - Trucks	-			
3 Bulky & Reuse - Bins	-			
6 Technical Assistance	100,000		133,000	
7 1383	90,000			
10 Fueling Station	1,999,763			
10 Fueling Station - Electric Bridge	103,302			
Existing Depts Additions - Trucks	2,456,698	1,922,011	2,174,845	4,644,090
Existing Depts Additions - Containers	294,600	1,665,510	4,249,475	2,792,505
Existing Depts Additions - Office Equip	20,000	100,400	20,808	21,224
Expected inflation cost of equipment	3.0%			
Life of Container	10			

<b>Expected Cost of Truck Per Unit</b>				
Front Loader Cost	475,000	489,250	503,928	519,045
<i>Front Loader Cost - Electric</i>				
Automated Side Loader	550,000	566,500	583,495	601,000
<i>Automated Side Loader - Electric</i>				
Rolloff	350,000	360,500	371,315	382,454
<i>Rolloff - Electric</i>				
Forklift	97,010	99,920	102,918	106,005
Stake Bed	76,000	78,280	80,628	83,047
Flatbed Boom Truck	256,698	264,399	272,331	280,501
Service Truck	110,000	113,300	116,699	120,200
Pickups	45,000	46,350	47,741	49,173

158/458 - Frontloader (12 yr replacement)				
101/401 - Frontloader (12 yr replacement)				
103 - Frontloader (12 yr replacement)				519,045
105 - Frontloader (12 yr replacement)				519,045
106 - Frontloader (12 yr replacement)			503,928	
109 - Frontloader (12 yr replacement)			503,928	
111 - Frontloader (12 yr replacement)		489,250		
102 - Frontloader (12 yr replacement)				
107 - Frontloader (12 yr replacement)				
108 - Frontloader (12 yr replacement)				
121 - Frontloader (12 yr replacement)				
201 - Rolloff (12 yr replacement)				
202 -Rolloff (12 yr replacement)				
203 -Rolloff (12 yr replacement)				
204 -Rolloff (12 yr replacement)				
301 (12 yr replacement)				601,000
306 - (Spare) no replacement scheduled				
320 (12 yr replacement)				601,000
311 (12 yr replacement)				
313 (12 yr replacement)				
314 (12 yr replacement)				
315 (12 yr replacement)				
316 (12 yr replacement)				
317 (12 yr replacement)				
318 (12 yr replacement)				
319 (12 yr replacement)				
441/141 - Frontloader				
442/142 - Frontloader				
501 (12 yr replacement)		566,500		
502 (12 yr replacement)				601,000
503 (12 yr replacement)			583,495	
504 (12 yr replacement)				601,000
505 (12 yr replacement)				601,000
592 (12 yr replacement)				
721 (12 yr replacement)	550,000			
722 (12 yr replacement)	550,000			
723 (12 yr replacement)	550,000			
724 (12 yr replacement)	550,000			
725 (10 yr replacement)		566,500		
726 (10 yr replacement)			583,495	
707 (10 yr replacement)				601,000
728 (12 yr replacement)				
Repair Truck - 80				
Pickups - 80 (full-size)				
Pickups - 00				
Stake Side Bed - 90				
Flatbed Boom Truck - 90	256,698			
Forklift - 90 (X3) every 5 years, possibly 7		299,761		
Total Trucks - Existing	2,456,698	1,922,011	2,174,845	4,644,090
TOTAL TRUCKS W/ NEW PROGRAMS	3,496,698	3,389,761	4,190,555	4,644,090

Garbage Trucks	6	6	7	8
Other Trucks	-	3	-	-
Total Trucks	6	9	7	8

Containers - maintain existing				
Dept 10	25,000	\$25,750	\$26,523	\$27,318
Dept 20	35,000	36,050	37,132	38,245
Dept 30	32,000	32,960	33,949	34,967
Dept 40	-			
Dept 50	-	-	34,000	35,020
Dept 50 - MF/Commercial				27,318
Dept 59	25,000	25,750	26,523	27,318
Dept 59 - 2A				27,318
Relabel bins Dept 10, 40, and 59	177,600			
Replace yard waste carts		1,545,000	1,591,350.00	-
Replace split carts (department 70)			2,500,000	2,575,000
FoodCycle split carts				
Total Containers	294,600	1,665,510	4,249,475	2,792,505

Office equipment	20,000	100,400	20,808	21,224
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## TABLE G - HEALTH & WELFARE EXPENSE BY DEPARTMENT

### CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Department	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Current FY 20/21	Index				
10 - Commercial FEL	\$338,917.01	5%	\$355,862.86	\$373,656.00	\$392,338.80	\$411,955.74
20 - Commercial Roll-Off	\$73,612.32	5%	\$77,292.94	\$81,157.58	\$85,215.46	\$89,476.24
30 - Residential Collection	\$841,664.37	5%	\$883,747.59	\$927,934.97	\$974,331.72	\$1,023,048.30
40 - Commercial Recycling	\$62,113.08	5%	\$65,218.73	\$68,479.67	\$71,903.65	\$75,498.84
50 - Yard Waste Recycling	\$186,862.61	5%	\$196,205.74	\$206,016.03	\$216,316.83	\$227,132.67
59 - Commercial Food Scraps	\$37,531.32	5%	\$39,407.89	\$41,378.28	\$43,447.19	\$45,619.55
70 - Multi-Family Recycling	\$207,223.70	5%	\$217,584.89	\$228,464.13	\$239,887.34	\$251,881.70
80 - Vehicle Maintenance	\$257,643.12	5%	\$270,525.28	\$284,051.54	\$298,254.12	\$313,166.82
90 - Container Maintenance	\$141,561.02	5%	\$148,639.07	\$156,071.02	\$163,874.58	\$172,068.30
00 - Administration	\$444,235.14	5%	\$466,446.90	\$489,769.24	\$514,257.70	\$539,970.59
<b>Total</b>	<b>\$2,591,363.69</b>		<b>\$2,720,931.87</b>	<b>\$2,856,978.47</b>	<b>\$2,999,827.39</b>	<b>\$3,149,818.76</b>

\*Expenses are incorporated into Schedule B by Department

### Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

**TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Department	Proposed at Current Dollars		Revised W/C per Insurance Company		Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	Index	FY20/21	Adjustment	FY 21/22	FY 22/23	FY 23/24	FY 24/25
10 - Commercial FEL	\$32,288.37	3%	\$66,388.47		\$68,380.12	\$70,431.53	\$72,544.47	\$74,720.81
20 - Commercial Roll-Off	\$9,160.50	3%	\$28,579.50		\$29,436.88	\$30,319.99	\$31,229.59	\$32,166.48
30 - Residential Collection	\$38,260.51	3%	\$55,521.88		\$57,187.53	\$58,903.16	\$60,670.25	\$62,490.36
40 - Commercial Recycling	\$7,397.47	3%	\$23,104.05		\$23,797.17	\$24,511.09	\$25,246.42	\$26,003.81
50 - Yard Waste Recycling	\$12,491.49	3%	\$32,938.28		\$33,926.43	\$34,944.22	\$35,992.55	\$37,072.32
59 - Commercial Food Scraps	\$5,532.72	3%	\$12,921.33		\$13,308.97	\$13,708.24	\$14,119.49	\$14,543.07
70 - Multi-Family Recycling	\$27,228.39	3%	\$63,430.65		\$65,333.57	\$67,293.58	\$69,312.39	\$71,391.76
80 - Vehicle Maintenance	\$23,178.32	3%	\$52,380.52		\$53,951.94	\$55,570.50	\$57,237.61	\$58,954.74
90 - Container Maintenance	\$13,691.55	3%	\$3,601.57		\$3,709.61	\$3,820.90	\$3,935.53	\$4,053.60
00 - Administration	\$28,287.31	3%	\$11,401.76		\$11,743.81	\$12,096.12	\$12,459.01	\$12,832.78
<b>Total</b>	<b>\$197,516.63</b>		<b>\$350,268.00</b>	<b>\$ -</b>	<b>\$360,776.04</b>	<b>\$371,599.32</b>	<b>\$382,747.30</b>	<b>\$394,229.72</b>

\*Expenses are incorporated into Schedule B by Department

Average per driver: Dept 10 - 70 54  
Total Union Employees (Department 10 - 90) \$ 338,866  
Total insurance premium \$ 6,275 use for new program s  
Avg. per driver

**Legend**

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

19%  
8%  
16%  
7%  
9%  
4%  
18%  
15%  
1%  
3%

Quote for FY 20/21 from Alaska Insurance

Class Code	Estimated Annual Payroll	Rate	Premium	Net Rate	Net Premium
Location 001		SDWR			
8742					
8810	\$1,518,696	0.36	\$5,467	0.24	\$3,587
9403	\$6,364,084	10.36	\$659,319	5.45	\$346,581
9424					
	\$7,882,780	<b>SUB TOTAL</b>	\$664,786		\$350,268
Waiver of Subrogation	Percentage of Premium	2%	\$13,256		
	<b>SUB TOTAL</b>		<b>\$678,042</b>		
Experience Modification	76%		<b>(\$162,749)</b>		
Modified Std Premium			<b>\$515,342</b>		
Schedule Credit or Debit	-35.00%		<b>\$334,973</b>		
Premium Discount			<b>\$0</b>		
Discounted Premium			<b>\$334,973</b>		
Expense Constant					\$0.00
TRIA Act of 2002	0.05%		\$3,705		
Total Estimated Premium			<b>\$338,677</b>		
Guarantee Assoc. Assessment	0.00%		\$0		
CA Admin Revolving Fund	1.70%		\$5,771		
CA Anti-Fraud Assessment	0.33%		\$1,134		
UIEB Trust Fund Assessment	0.13%		\$431		
SIB Trust Fund Assessment	0.48%		\$1,636		
CA OSHA Assessment	0.39%		\$1,327		
CA LECF Assessment	0.38%		\$1,291		
	<b>TOTAL</b>		<b>\$350,268</b>		<b>\$350,268</b>

Expense Constant & CA Fees Not Included in Net Rates  
\$0.00  
\$350,268

**TABLE I - VEHICLE INSURANCE EXPENSE BY  
DEPARTMENT**

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

Department	Proposed at		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
	Current FY 20/21	Index				
10 - Commercial FEL	\$49,286.23	2%	\$50,271.95	\$51,277.39	\$52,302.94	\$53,349.00
20 - Commercial Roll-Off	\$26,236.99	2%	\$26,761.73	\$27,296.96	\$27,842.90	\$28,399.76
30 - Residential Collection	\$58,816.44	2%	\$59,992.77	\$61,192.62	\$62,416.48	\$63,664.81
40 - Commercial Recycling	\$26,946.23	2%	\$27,485.15	\$28,034.86	\$28,595.55	\$29,167.47
50 - Yard Waste Recycling	\$28,631.13	2%	\$29,203.75	\$29,787.83	\$30,383.58	\$30,991.26
59 - Commercial Food Scraps	\$5,071.51	2%	\$5,172.94	\$5,276.40	\$5,381.93	\$5,489.57
70 - Multi-Family Recycling	\$58,572.47	2%	\$59,743.92	\$60,938.80	\$62,157.57	\$63,400.73
80 - Vehicle Maintenance	\$11,079.68	2%	\$11,301.27	\$11,527.30	\$11,757.85	\$11,993.00
90 - Container Maintenance	\$13,129.41	2%	\$13,392.00	\$13,659.84	\$13,933.03	\$14,211.70
00 - Administration	\$12,536.96	2%	\$12,787.70	\$13,043.45	\$13,304.32	\$13,570.41
<b>Total</b>	<b>\$290,307.05</b>		<b>\$296,113.19</b>	<b>\$302,035.45</b>	<b>\$308,076.16</b>	<b>\$314,237.69</b>

\*Expenses are incorporated into Schedule D by Department

Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input provided]

# TABLE J - LIABILITY INSURANCE EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
10 - Commercial FEL	N/A	N/A			
20 - Commercial Roll-Off	N/A	N/A			
30 - Residential Collection	N/A	N/A			
40 - Commercial Recycling	N/A	N/A			
50 - Yard Waste Recycling	N/A	N/A			
70 - Multi-Family Recycling	N/A	N/A			
80 - Vehicle Maintenance	N/A	N/A			
90 - Container Maintenance	N/A	N/A			
00 - Administration	\$250,832.13	\$255,773.52	\$260,812.26	\$265,950.26	\$271,189.48
<b>Total</b>	<b>\$250,832.13</b>	<b>\$255,773.52</b>	<b>\$260,812.26</b>	<b>\$265,950.26</b>	<b>\$271,189.48</b>

\*Expenses are incorporated into Schedule D by Department

## Legend

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input

**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25

Department 80 - Vehicle Maintenance	\$1,435,120.42	\$1,531,660.20	\$1,608,296.97	\$1,678,650.87	\$1,757,729.92
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**Basis of Allocation - Number of Trucks**

10 - Commercial FEL	9.00	19.15%	19.15%	19.15%	19.15%
20 - Commercial Roll-Off	4.00	8.51%	8.51%	8.51%	8.51%
30 - Residential Collection	11.00	23.40%	23.40%	23.40%	23.40%
40 - Commercial & Industrial Recycling	5.00	10.64%	10.64%	10.64%	10.64%
50 - Yard Waste Recycling	6.00	12.77%	12.77%	12.77%	12.77%
59 - Commercial Food Scraps	1.00	2.13%	2.13%	2.13%	2.13%
70 - Multi-Family Recycling	11.00	23.40%	23.40%	23.40%	23.40%

<b>Total Trucks</b>	<b>47.00</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
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**Cost Allocated to Each Department**

10 - Commercial FEL	\$274,810.29	\$293,296.63	\$307,971.76	\$321,443.78	\$336,586.58
20 - Commercial Roll-Off	\$122,137.91	\$130,354.06	\$136,876.34	\$142,863.90	\$149,594.04
30 - Residential Collection	\$335,879.25	\$358,473.66	\$376,409.93	\$392,875.74	\$411,383.60
40 - Commercial & Industrial Recycling	\$152,672.39	\$162,942.57	\$171,095.42	\$178,579.88	\$186,992.54
50 - Yard Waste Recycling	\$183,206.86	\$195,531.09	\$205,314.51	\$214,295.86	\$224,391.05
59 - Commercial Food Scraps	\$30,534.48	\$32,588.51	\$34,219.08	\$35,715.98	\$37,398.51
70 - Multi-Family Recycling	\$335,879.25	\$358,473.66	\$376,409.93	\$392,875.74	\$411,383.60

<b>Total Vehicle Maintenance Costs</b>	<b>\$1,435,120.42</b>	<b>\$1,531,660.20</b>	<b>\$1,608,296.97</b>	<b>\$1,678,650.87</b>	<b>\$1,757,729.92</b>
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Department 90 - Container Maintenance	\$754,967.05	\$780,897.43	\$821,021.53	\$857,589.43	\$900,704.18
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**Basis of Allocation - Maintenance/Delivery Time (Hours)**

10 - Commercial FEL	302,663.73	40.09%	40.09%	40.09%	40.09%
20 - Commercial Roll-Off	22,607.52	2.99%	2.99%	2.99%	2.99%
30 - Residential Collection	214,635.67	28.43%	28.43%	28.43%	28.43%
40 - Commercial & Industrial Recycling	170,381.20	22.57%	22.57%	22.57%	22.57%
50 - Yard Waste Recycling	17,361.64	2.30%	2.30%	2.30%	2.30%
59 - Commercial Food Scraps	3,763.71	0.50%	0.50%	0.50%	0.50%
70 - Multi-Family Recycling	23,553.55	3.12%	3.12%	3.12%	3.12%

<b>Total Time</b>	<b>754,967.02</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
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**Cost Allocated to Each Department**

10 - Commercial FEL	\$302,663.74	\$313,059.14	\$329,144.76	\$343,804.71	\$361,089.27
20 - Commercial Roll-Off	\$22,607.52	\$23,384.01	\$24,585.53	\$25,680.55	\$26,971.63
30 - Residential Collection	\$214,635.68	\$222,007.63	\$233,414.84	\$243,811.02	\$256,068.46
40 - Commercial & Industrial Recycling	\$170,381.21	\$176,233.18	\$185,288.40	\$193,541.06	\$203,271.21

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

Based on service stops  
w /emphasis on bh services

50 - Yard Waste Recycling	\$17,361.64	\$17,957.95	\$18,880.67	\$19,721.60	\$20,713.09
59 - Commercial Food Scraps	\$3,763.71	\$3,892.98	\$4,093.01	\$4,275.31	\$4,490.25
70 - Multi-Family Recycling	\$23,553.55	\$24,362.53	\$25,614.33	\$26,755.18	\$28,100.28
<b>Total Container Maintenance Costs</b>	<b>\$754,967.05</b>	<b>\$780,897.42</b>	<b>\$821,021.53</b>	<b>\$857,589.43</b>	<b>\$900,704.18</b>

**TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT**

**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current Dollars FY 20/21	Compensation year 1 FY 21/22	Compensation year 2 FY 22/23	Compensation year 3 FY 23/24	Compensation year 4 FY 24/25
<b>Department 00 - Administration</b>	<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>	<b>\$5,498,272.48</b>	<b>\$5,791,570.84</b>
<b><i>Basis of Allocation - # of Employees</i></b>					
10 - Commercial FEL	9.00	24%	24%	24%	24%
20 - Commercial Roll-Off	3.00	8%	8%	8%	8%
30 - Residential Collection	9.00	24%	24%	24%	24%
40 - Commercial & Industrial Recycling	2.00	5%	5%	5%	5%
50 - Yard Waste Recycling	5.00	13%	13%	13%	13%
59 - Commercial Food Scraps	1.00	3%	3%	3%	3%
70 - Multi-Family Recycling	8.20	22%	22%	22%	22%
<b>Total Headcount</b>	<b>37</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

***Costs Allocated to Each Department***

10 - Commercial FEL	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30	\$1,330,227.21	\$1,401,186.49
20 - Commercial Roll-Off	\$392,474.27	\$408,465.06	\$419,350.43	\$443,409.07	\$467,062.16
30 - Residential Collection	\$1,177,422.82	\$1,225,395.17	\$1,258,051.30	\$1,330,227.21	\$1,401,186.49
40 - Commercial & Industrial Recycling	\$261,649.52	\$272,310.04	\$279,566.96	\$295,606.05	\$311,374.78
50 - Yard Waste Recycling	\$654,123.79	\$680,775.10	\$698,917.39	\$739,015.12	\$778,436.94
59 - Commercial Food Scraps	\$130,824.76	\$136,155.02	\$139,783.48	\$147,803.02	\$155,687.39
70 - Multi-Family Recycling	\$1,072,763.01	\$1,116,471.16	\$1,146,224.52	\$1,211,984.79	\$1,276,636.58
<b>Total Administration Costs</b>	<b>\$4,866,680.98</b>	<b>\$5,064,966.71</b>	<b>\$5,199,945.37</b>	<b>\$5,498,272.48</b>	<b>\$5,791,570.84</b>

**TABLE L - PROFIT ALLOCATION BY DEPARTMENT**

**CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS**

	Proposed at Current Dollars	Compensation Year 1	Compensation Year 2	Compensation Year 3	Compensation Year 4
	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total Profits to be Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,674,848.94</b>	<b>\$1,740,305.38</b>	<b>\$1,785,949.99</b>	<b>\$1,894,152.12</b>
<b><i>Basis of Allocation - Total Operating Costs</i></b>					
10 - Commercial FEL	\$4,473,600.92	\$4,763,563.14	\$4,955,553.52	\$5,130,408.81	\$5,478,713.70
20 - Commercial Roll-Off	\$1,407,670.81	\$1,507,704.57	\$1,565,662.27	\$1,619,230.39	\$1,727,346.51
30 - Residential Collection	\$5,292,857.40	\$5,630,888.68	\$5,877,352.73	\$6,093,455.35	\$6,521,518.15
40 - Commercial & Industrial Recycling	\$1,174,032.38	\$1,241,484.39	\$1,294,795.36	\$1,353,734.03	\$1,416,925.32
50 - Yard Waste Recycling	\$2,124,925.28	\$2,266,601.76	\$2,357,450.67	\$2,446,551.70	\$2,607,263.62
59 - Commercial Food Scraps	\$428,234.97	\$459,861.67	\$449,765.47	\$494,666.38	\$528,081.73
70 - Multi-Family Recycling	\$3,985,409.50	\$4,263,916.53	\$4,424,345.84	\$4,559,701.03	\$4,890,739.26
<b>Total Operating Expense</b>	<b>\$18,886,731.27</b>	<b>\$20,134,020.74</b>	<b>\$20,924,925.88</b>	<b>\$21,697,747.70</b>	<b>\$23,170,588.30</b>
10 - Commercial FEL	23.69%	23.66%	23.68%	23.64%	23.65%
20 - Commercial Roll-Off	7.45%	7.49%	7.48%	7.46%	7.45%
30 - Residential Collection	28.02%	27.97%	28.09%	28.08%	28.15%
40 - Commercial & Industrial Recycling	6.22%	6.17%	6.19%	6.24%	6.12%
50 - Yard Waste Recycling	11.25%	11.26%	11.27%	11.28%	11.25%
59 - Commercial Food Scraps	2.27%	2.28%	2.15%	2.28%	2.28%
70 - Multi-Family Recycling	21.10%	21.18%	21.14%	21.01%	21.11%
<b>Percent of Total Operating Expense</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>	<b>100.00%</b>
<b><i>Profit Allocated to Each Department</i></b>					
10 - Commercial FEL	\$415,580.41	\$396,257.10	\$412,148.48	\$422,285.93	\$447,874.56
20 - Commercial Roll-Off	\$130,767.23	\$125,418.44	\$130,214.58	\$133,279.48	\$141,207.34
30 - Residential Collection	\$491,686.21	\$468,405.59	\$488,813.61	\$501,554.66	\$533,121.87
40 - Commercial & Industrial Recycling	\$109,063.12	\$103,272.90	\$107,686.85	\$111,426.37	\$115,830.99
50 - Yard Waste Recycling	\$197,397.43	\$188,547.31	\$196,066.84	\$201,376.61	\$213,138.91
59 - Commercial Food Scraps	\$39,781.39	\$38,253.60	\$37,406.55	\$40,716.18	\$43,169.69
70 - Multi-Family Recycling	\$370,229.30	\$354,693.99	\$367,968.47	\$375,310.75	\$399,808.76
<b>Total Profit Allocated</b>	<b>\$1,754,505.09</b>	<b>\$1,674,848.94</b>	<b>\$1,740,305.38</b>	<b>\$1,785,949.99</b>	<b>\$1,894,152.12</b>

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]



**SPECIALTY SOLID WASTE AND RECYCLING FY21/22**  
**CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS**

Dept	Description	Routes	Drivers	Helpers	Rte Trks	B/U Trks
10	Front-Load Commercial Refuse	9	9	0	9	
20	Roll-Off Industrial Refuse	3	3	0	2	2
30	Residential Refuse	7	7	0	7	2
30	On Demand Clean up	1	1	1	1	1
40	Commercial Cardboard Recycling	2	2	0	2	3
50	Residential Yardwaste Recycling	4.8	5	0	5	1
59	Commercial Food Scraps	1	1	0	1	0
70	Residential Curbside Recycling	6	6	0	6	2
70	Multi-Family Recycling / White Paper	2.2	2.2	0	2	1
1A	Multi-Family Food Scraps	3	3	0	3	1
1B	Yard Trimmings	2	2	0	2	0
2A	Commercial Expanded Organics	2	2	0	2	1
3 & 4	Bulky & Reuse	0	0	0	0	0
6	Technical Assistance	0	0	0	0	0
7	SB 1383	0	0	2	0	0
8	Residential Cart Washing	0	0	0	0	0
9	Downtown Service Area	0	0	0	0	0
10	Fueling Station	0	0	0	0	0

Legend
Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

1 year1, 2 year2, 3 year3

1 year1, 2 year 3

1 year2, 2 year3

<b>Notes:</b>	<p>Update as appropriate.</p> <p>In Dept 20, the number of routes varies according to season, weather, and state of the economy.</p> <p>In Dept 50, one of the routes runs only 4 days per week.</p> <p>Dept 70 is divided into three sections: Residential curbside recycling, requiring 5 routes; white office paper recycling, requiring 1 route on Tuesdays only; and Multi Family recycling, requiring 1 route all week, and 1 route on Mondays, Wednesdays and Thursdays only.</p> <p>Backup Trucks: Extra backup vehicles are classified into department 40, which can also be used in department 10. The extra vehicles are fully depreciated, apart from major repairs.</p> <p>In Dept 30, as requested by the City, we have reduced one route, one driver and one truck, starting in FY1415.</p> <p>In department 59, Commercial Food Scraps Collection increased to a full time route, Mon - Fri in FY1819. This will require adding a truck in FY1819, scheduled to be delivered in June 2018.</p> <p>Dept 70 updated in FY19/20: Multi Family recycling, requiring 2 routes all week; White office paper requiring 1 route on Monday only. This is accounted in the 2.2 routes and 2.2 Drivers above.</p> <p>In Dept 70, Route 708 Residential Curbside Recycling to begin March 2020.</p>
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**SPECIALTY SOLID WASTE AND RECYCLING  
OPERATING STATISTICS - FY 21/22**

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Legend

**Contractor/Proposer Input**

Calculation/Pulled from  
Schedule [No input]

	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Total	Rte/Day
<b>COMMERCIAL</b>														
<b>Dept 10 - F/L Refuse</b>														
Stops	26,351	24,257	25,232	25,341	24,138	26,337	24,236	22,988	26,382	25,222	24,257	25,232	299,973	115
Tons	4,454.20	4,100.24	4,265.05	4,283.47	4,080.13	4,451.83	4,096.69	3,885.74	4,459.44	4,263.36	4,100.24	4,265.05	50,705.42	19.43
Route Hours													0	0
<b>Dept 20 - R/O Refuse</b>														
Stops	593	545	564	568	545	590	542	516	593	568	545	564	6,733	9
Tons	1,819.45	1,672.17	1,730.47	1,742.74	1,672.17	1,810.24	1,662.97	1,583.19	1,819.45	1,742.74	1,672.17	1,730.47	20,658.22	26.48
Route Hours													0	0
<b>Refuse Subtotal</b>	<b>6,273.64</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>6,026.21</b>	<b>5,752.30</b>	<b>6,262.07</b>	<b>5,759.66</b>	<b>5,468.93</b>	<b>6,278.88</b>	<b>6,006.10</b>	<b>5,772.41</b>	<b>5,995.51</b>	<b>71,363.64</b>	
<b>Dept 40 - Cardboard</b>														
Stops	7,403	6,756	7,059	7,076	6,756	7,390	6,745	6,428	7,387	7,076	6,756	7,059	83,891	161
Tons	335.11	305.83	319.54	320.31	305.83	334.53	305.33	290.98	334.39	320.31	305.83	319.54	3,797.53	7.30
Route Hours													0	0
<b>Dept 70 - W/O Paper</b>														
Stops	1,364	1,705	1,364	1,364	1,705	1,364	1,364	1,364	1,705	1,364	1,705	1,364	17,732	341
Tons	10.14	12.67	10.14	10.14	12.67	10.14	10.14	10.14	12.67	10.14	12.67	10.14	131.80	2.53
Route Hours													0	0
<b>Dept 70 - Multi-Family</b>														
Stops	20,523	18,812	19,655	19,604	18,812	20,519	18,740	17,868	20,599	19,604	18,812	19,655	233,203	448
Tons	164.15	150.46	157.21	156.80	150.46	164.12	149.89	142.91	164.76	156.80	150.46	157.21	1,865.24	3.59
Route Hours													0	0
<b>Recycling Subtotal</b>	<b>509.40</b>	<b>468.96</b>	<b>486.89</b>	<b>487.25</b>	<b>468.96</b>	<b>508.78</b>	<b>465.36</b>	<b>444.03</b>	<b>511.82</b>	<b>487.25</b>	<b>468.96</b>	<b>486.89</b>	<b>5,794.56</b>	
<b>Commercial Tons</b>	<b>6,783.04</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>6,513.46</b>	<b>6,221.26</b>	<b>6,770.85</b>	<b>6,225.01</b>	<b>5,912.96</b>	<b>6,790.70</b>	<b>6,493.35</b>	<b>6,241.38</b>	<b>6,482.40</b>	<b>77,158.20</b>	
<b>Diversion</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.54%</b>	<b>7.51%</b>	<b>7.48%</b>	<b>7.51%</b>	<b>7.54%</b>	<b>7.50%</b>	<b>7.51%</b>	<b>7.51%</b>	<b>7.51%</b>	
<b>RESIDENTIAL</b>														
<b>Dept 30 - Res Refuse</b>														
Stops	140,701	129,536	135,868	134,411	129,536	141,651	128,628	123,020	142,384	134,411	129,536	135,868	1,605,550	772
Tons	1,810.48	1,666.81	1,748.29	1,729.54	1,666.81	1,822.70	1,655.13	1,582.96	1,832.13	1,729.54	1,666.81	1,748.29	20,659.47	9.93
Route Hours													0.00	0
<b>Refuse Subtotal</b>	<b>1,810.48</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,822.70</b>	<b>1,655.13</b>	<b>1,582.96</b>	<b>1,832.13</b>	<b>1,729.54</b>	<b>1,666.81</b>	<b>1,748.29</b>	<b>20,659.47</b>	
<b>Dept 50 - Yard Waste</b>														
Stops	122,583	112,333	117,702	117,078	112,333	123,028	111,752	106,804	123,231	117,078	112,333	117,702	1,393,957	1,117
Set-Outs	61,068	55,961	58,636	58,325	55,961	61,289	55,672	53,207	61,390	58,325	55,961	58,636	694,432	556
Tons	1,492.51	1,367.71	1,433.08	1,425.48	1,367.71	1,497.93	1,360.63	1,300.39	1,500.40	1,425.48	1,367.71	1,433.08	16,972.10	13.60
Route Hours													0	0
<b>Dept 70 - Curbside</b>														
Stops	132,317	121,328	127,416	126,409	121,628	133,020	120,805	115,524	133,520	126,409	121,628	127,416	1,507,420	966
Set-Outs	107,641	98,702	103,654	102,835	98,946	108,213	98,276	93,980	108,620	102,835	98,946	103,654	1,226,301	786
Route Hours													0	0
<b>Participation</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	<b>81.35%</b>	
<b>Mixed Tons</b>	<b>674.09</b>	<b>618.11</b>	<b>649.12</b>	<b>643.99</b>	<b>619.64</b>	<b>677.67</b>	<b>615.44</b>	<b>588.54</b>	<b>680.22</b>	<b>643.99</b>	<b>619.64</b>	<b>649.12</b>	<b>7,679.57</b>	<b>4.92</b>
<b>Curbside Tons</b>	<b>674.09</b>	<b>618.11</b>	<b>649.12</b>	<b>643.99</b>	<b>619.64</b>	<b>677.67</b>	<b>615.44</b>	<b>588.54</b>	<b>680.22</b>	<b>643.99</b>	<b>619.64</b>	<b>649.12</b>	<b>7,679.57</b>	<b>4.92</b>
<b>Recycling Subtotal</b>	<b>2,166.60</b>	<b>1,985.82</b>	<b>2,082.20</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,175.60</b>	<b>1,976.08</b>	<b>1,888.93</b>	<b>2,180.62</b>	<b>2,069.47</b>	<b>1,987.34</b>	<b>2,082.20</b>	<b>24,651.67</b>	
<b>Residential Tons</b>	<b>3,977.07</b>	<b>3,652.62</b>	<b>3,830.49</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,998.30</b>	<b>3,631.20</b>	<b>3,471.89</b>	<b>4,012.75</b>	<b>3,799.01</b>	<b>3,654.15</b>	<b>3,830.49</b>	<b>45,311.14</b>	
<b>Diversion</b>	<b>54.48%</b>	<b>54.37%</b>	<b>54.36%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.41%</b>	<b>54.42%</b>	<b>54.41%</b>	<b>54.34%</b>	<b>54.47%</b>	<b>54.39%</b>	<b>54.36%</b>	<b>54.41%</b>	
<b>Total Tons</b>	<b>10,760.12</b>	<b>9,894.00</b>	<b>10,312.89</b>	<b>10,312.47</b>	<b>9,875.41</b>	<b>10,769.15</b>	<b>9,856.22</b>	<b>9,384.85</b>	<b>10,803.45</b>	<b>10,292.36</b>	<b>9,895.53</b>	<b>10,312.89</b>	<b>122,469.34</b>	
<b>Recycling Tons</b>	<b>2,676.00</b>	<b>2,454.78</b>	<b>2,569.09</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,684.38</b>	<b>2,441.43</b>	<b>2,332.96</b>	<b>2,692.44</b>	<b>2,556.72</b>	<b>2,456.31</b>	<b>2,569.09</b>	<b>30,446.23</b>	
<b>Diversion</b>	<b>24.87%</b>	<b>24.81%</b>	<b>24.91%</b>	<b>24.79%</b>	<b>24.87%</b>	<b>24.93%</b>	<b>24.77%</b>	<b>24.86%</b>	<b>24.92%</b>	<b>24.84%</b>	<b>24.82%</b>	<b>24.91%</b>	<b>24.86%</b>	

\*Tons should match tons indicated on Dept Sum Tab

**City of Sunnyvale - Add-on Services Proposal Form**  
**1A Multi-Family Food Scraps Program**

**CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS**

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary			Compensation	Compensation	Compensation	Compensation
			Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Assumed Collected Tons						
Multi-Family Food Scraps						
Cost of Operations						
	Regular Wages	0.00%	\$63,994.67	\$167,440.00	\$279,346.08	\$326,868.77
	Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	Holiday Worked	0.00%	\$2,953.60	\$7,728.00	\$12,892.90	\$15,086.25
	Vac/Sick Payoff	0.00%	\$5,414.93	\$14,168.00	\$23,636.98	\$27,658.13
	Payroll Taxes	0.00%	\$5,535.78	\$14,484.20	\$24,164.51	\$28,275.41
	Workers' Comp Ins.	3%	\$4,309.04	\$11,095.78	\$18,308.70	\$21,188.72
	Pension Benefits	0.00%	\$9,568.00	\$28,080.00	\$50,260.08	\$58,032.00
	Health/Welfare	5%	\$25,424.99	\$66,740.61	\$112,264.38	\$132,446.74
	Employee/Med Exams	0.00%	\$166.67	\$416.67	\$667.50	\$750.00
Labor Costs			\$117,367.69	\$310,153.26	\$521,541.12	\$610,306.01
				264%	168%	117%
	Taxes and Licenses	1.97%	\$6,789.42	\$18,791.46	\$32,312.59	\$37,021.51
	Repairs & Maintenance	1.97%	\$5,541.67	\$16,145.25	\$26,374.22	\$30,217.75
	Gas & Oil (Diesel Costs	15.23%	\$0.00	\$0.00	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$6,374.08	\$18,035.31	\$30,234.85	\$34,583.23
	Tires	1.97%	\$2,820.42	\$7,806.23	\$13,423.09	\$15,379.24
Vehicle Costs			\$21,525.58	\$60,778.25	\$102,344.75	\$117,201.74
	Equipment Insurance	2.00%	\$2,811.67	\$8,194.00	\$13,389.32	\$15,345.07
	Uniforms	1.97%	\$917.33	\$2,338.51	\$3,820.10	\$4,376.80
Other			\$3,729.00	\$10,532.51	\$17,209.42	\$19,721.87
Depreciation			\$33,816.67	\$100,938.51	\$159,440.06	\$184,636.43
Interest (Exclude Overhead)			\$34,144.90	\$42,139.34	\$37,181.77	\$32,224.20
	80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00	\$0.00	\$0.00	\$0.00
Annual Cost of Operations			\$210,583.83	\$524,541.86	\$837,717.12	\$964,090.25
Operating Ratio Profit (exclude interest)			0.9225	\$14,822.78	\$67,253.65	\$78,286.85
Additional Annual Cost of Operations			\$225,406.62	\$565,068.90	\$904,970.77	\$1,042,377.10

### ALLOCATED DEPARTMENTAL SUMMARY

## CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	

### Depreciation Timeline

Selection made  
on Pmt Sum  
tab→

10 Years

### Legend

Depreciation		Contractor/Proposer Input Calculation/Pulled from Schedule [No input required]
7 Years	10 Years	
		2% estimate maintenance 15
\$48,309.53	\$33,816.67	
\$33,637.65	\$34,144.90	

Cost Implementation - per FTE

Year 1	Year 2	Year 3	Year 4
--------	--------	--------	--------

67%      167%      267%      300%

Number of Employees

7/1/2021

7/1/2022

7/1/2023

2% estimate maintance 1st year

262%      167%      117%

262%      167%      117%

262%      167%      117%

293%	179%	115%
------	------	------

203%	108%	118%
250%	160%	112%

277%      172%      115%

277%      172%      115%

291%	163%	115%
255%	163%	115%

<b>Depreciation</b>	
<b>7 Years</b>	<b>10 Years</b>

	Compensation Year 1 FY 21/22	
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation	
7 Years	10 Years

	Compensation Year 1 FY 21/22	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation	
7 Years	10 Years

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.



**City of Sunnyvale - Add-on Services Proposal Form**  
**1B Multi-Family Yard Trimmings Program**

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary			Compensation	Compensation	Compensation	Compensation
			Year 1 FY 21/22	Year 2 FY 22/23	Year 3 FY 23/24	Year 4 FY 24/25
Assumed Collected Tons						
Multi-Family Yard Trimmings						
Cost of Operations						
Regular Wages	0.00%		\$55,995.33	\$100,464.00	\$174,373.33	\$217,912.51
Overtime	0.00%		\$0.00	\$0.00	\$0.00	\$0.00
Holiday Worked	0.00%		\$2,584.40	\$4,636.80	\$8,048.00	\$10,057.50
Vac/Sick Payoff	0.00%		\$4,738.07	\$8,500.80	\$14,754.67	\$18,438.75
Payroll Taxes	0.00%		\$4,843.81	\$8,690.52	\$15,083.96	\$18,850.27
Workers' Comp Ins.	3.00%		\$3,770.41	\$6,657.47	\$11,428.65	\$14,125.81
Pension Benefits	0.00%		\$8,372.00	\$16,848.00	\$31,373.33	\$38,688.00
Health/Welfare	5.00%		\$22,246.87	\$40,044.37	\$70,077.64	\$88,297.83
Employee/Med Exams	0.00%		\$145.83	\$250.00	\$416.67	\$500.00
Labor Costs			\$102,696.72	\$186,091.95	\$325,556.25	\$406,870.67
Taxes and Licenses	1.97%		\$6,789.42	\$11,868.29	\$20,567.51	\$25,167.23
Repairs & Maintenance	1.97%		\$5,541.67	\$9,687.15	\$16,463.31	\$20,145.17
Gas & Oil (Diesel Cost)	15.23%		\$0.00	\$0.00	\$0.00	\$0.00
Gas & Oil (RNG Costs)	1.80%		\$6,374.08	\$11,123.69	\$18,873.19	\$23,055.87
Tires	1.97%		\$2,820.42	\$4,930.25	\$8,378.96	\$10,252.83
Vehicle Costs			\$21,525.58	\$37,609.37	\$64,282.97	\$78,620.71
Equipment Insurance	2.00%		\$2,811.67	\$4,916.40	\$8,357.88	\$10,230.05
Uniforms	1.97%		\$802.67	\$1,403.11	\$2,338.51	\$2,917.87
Other			\$3,614.33	\$6,319.51	\$10,696.39	\$13,147.91
Depreciation			\$48,410.23	\$96,820.47	\$122,016.84	\$147,213.22
Interest (Exclude Overhead)			\$32,192.80	\$28,804.09	\$25,415.37	\$22,026.66
80 - Vehicle Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
90 - Container Maintenance			\$0.00	\$0.00	\$0.00	\$0.00
00 - Administration			\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00	\$0.00	\$0.00	\$0.00
Annual Cost of Operations			\$208,439.68	\$355,645.39	\$547,967.82	\$667,879.17

Operating Ratio Profit (exclude interest)	0.9225	\$14,806.65	\$27,458.21	\$43,900.07	\$54,258.61
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<b>Additional Annual Cost of Operations</b>	<b>\$223,246.33</b>	<b>\$383,103.60</b>	<b>\$591,867.90</b>	<b>\$722,137.78</b>
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### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	

### Depreciation Timeline

Selection made  
on Pmt Sum  
tab→

10 Years

Depreciation		Contractor/Proposer Input
7 Years	10 Years	Calculation/Pulled from Schedule [No input required]
\$69,157.48	\$48,410.23	
\$31,466.65	\$32,192.80	

Number of Employees

Number of Employees

Cost Implementation - per FTE

Year 1	Year 2	Year 3	Year 4
--------	--------	--------	--------

58%      100%      167%      200%

179%      174%      125%

179%      174%      125%

179%      174%      125%

179%	174%	125%
177%	171%	121%

177%	172%	124%
201%	186%	123%

180%	175%	126%
------	------	------

171%      167%      120%

175%      173%      122%

175%      170%      122%

175%      170%      122%

175%      167%      125%

Depreciation	
7 Years	10 Years

<b>Department 80 - Vehicle Maintenance</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation	\$0.00		
Interest	\$0.00		
Annual Cost of Operations	\$0.00		

	<b>Compensation Year 1 FY 21/22</b>	
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

	<b>Compensation Year 1 FY 21/22</b>	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

<b>Depreciation</b>	
7 Years	10 Years

<b>Depreciation</b>	
7 Years	10 Years

<b>Depreciation</b>	
7 Years	10 Years

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

City of Sunnyvale - Add-on Services Proposal Form  
2A Expanded Commercial Food Scraps ProgramCITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
Assumed Tonnage					
Expanded Commercial Food Scraps Program					
Cost of Operations					
Regular Wages	0.00%	\$0.00	\$66,976.00	\$174,373.33	\$217,912.51
Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
Holiday Worked	0.00%	\$0.00	\$3,091.20	\$8,048.00	\$10,057.50
Vac/Sick Payoff	0.00%	\$0.00	\$5,667.20	\$14,434.67	\$18,038.85
Payroll Taxes	0.00%	\$0.00	\$5,793.68	\$15,083.96	\$18,850.27
Workers' Comp Ins.	3.00%	\$0.00	\$4,438.31	\$11,428.65	\$14,125.81
Pension Benefits	0.00%	\$0.00	\$11,232.00	\$31,373.33	\$38,688.00
Health/Welfare	5.00%	\$0.00	\$26,696.24	\$70,077.64	\$88,297.83
Employee/Med Exams	0.00%	\$0.00	\$166.67	\$416.67	\$500.00
Labor Costs		\$0.00	\$124,061.30	\$325,236.25	\$406,470.77
Taxes and Licenses	1.97%	\$0.00	\$12,217.71	\$33,815.64	\$43,555.97
Repairs & Maintenance	1.97%	\$0.00	\$11,640.73	\$32,218.70	\$40,697.31
Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00	\$0.00	\$0.00
Gas & Oil (RNG Costs)	1.80%	\$0.00	\$7,284.67	\$18,873.19	\$23,055.49
Tires	1.97%	\$0.00	\$3,286.83	\$8,378.96	\$10,252.83
Vehicle Costs		\$0.00	\$34,429.93	\$93,286.49	\$117,561.59
Equipment Insurance	2.00%	-	5,735.80	15,879.97	20,460.09
Uniforms	1.97%	\$0.00	\$95,404.8	\$2,384.58	\$2,917.87
Other		\$0.00	\$6,671.20	\$18,264.55	\$23,377.96
Depreciation		\$0.00	\$54,095.99	\$158,739.85	\$214,618.50
Interest (Exclude Overhead)		\$0.00	\$52,623.69	\$64,865.66	\$56,216.91
80 - Vehicle Maintenance		\$0.00			
90 - Container Maintenance		\$0.00			
00 - Administration		\$0.00			
Allocated Costs		\$0.00			
Annual Cost of Operations		\$0.00	\$271,882.11	\$660,392.81	\$818,245.73

## Depreciation Timeline

Selection made  
on first sub-  
task

10 Years

## Legend

Depreciation		Contractor/Proposer Input Calculation/Pulled from Schedule (No input assumes 48)
7 Years	10 Years	

Number of Employees		7/1/2021	0		
		7/1/2022	1	260%	125%
		7/1/2023	2	260%	125%
		7/1/2024	2	260%	125%
Cost Implementation - per FTE				255%	125%
Year 1	Year 2	Year 3	Year 4	258%	124%
0	67%	167%	200%	279%	123%
Cost Implementation - per vehicle including spares				263%	126%
Year 1	Year 2	Year 3	Year 4	250%	120%
0	117%	317%	400%		
Trucks		12/1/2021	0	277%	129%
		12/1/2022	2	255%	122%
		12/1/2023	2		

\$0.00 \$0.00

\$18,028.67 \$0.00

units	months 1st yr	1	2	3	4
0.02	1	7	2811.6667	4916.4	5014.728
0.02	2	7	0	5,735.80	10,029.46
0.02	3			8775.774	15345.068
0.02	4				
0.02	5				
0.02	6				
percent increase from FY			2,811.67	10,652.20	23,819.96
				379%	224%
					129%
			4,820	4,916	5,015

## ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

		Compensation Year 1 FY 21/22	
<b>Department 80 - Vehicle Maintenance</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation		\$0.00	
Interest		\$0.00	
<b>Annual Cost of Operations</b>		<b>\$0.00</b>	

Depreciation	
7 Years	10 Years

		Compensation Year 1 FY 21/22	
<b>Department 90 - Container Maintenance</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation		\$0.00	
Interest		\$0.00	
<b>Annual Cost of Operations</b>		<b>\$0.00</b>	

Depreciation	
7 Years	10 Years

		Compensation Year 1 FY 21/22	
<b>Department 00 - Administration</b>			
Cost of Operations			
Labor Costs			
Vehicle Costs			
Other			
Depreciation		\$0.00	
Interest		\$0.00	
<b>Annual Cost of Operations</b>		<b>\$0.00</b>	

Depreciation	
7 Years	10 Years



Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

City of Sunnyvale - Add-on Services Proposal Form  
6 Technical Assistance  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation year 1 FY 21/22	Compensation year 2 FY 22/23	Compensation year 3 FY 23/24	Compensation year 4 FY 24/25	
Index						
Technical Assistance						
Cost of Operations						
	Regular Wages					
	Overtime					
	Holiday Worked					
	Vac/Sick Payoff					
	Payroll Taxes					
	Workers' Comp Ins.					
	Pension Benefits					
	Health/Welfare					
	Employee/Med Exams					
Labor Costs		\$0.00	\$0.00	\$0.00	\$0.00	
	Taxes and Licenses					
	Repairs & Maintenance					
	Gas & Oil (Diesel Costs)					
	Gas & Oil (RNG Costs)					
	Tires					
Vehicle Costs		\$125,577.50	\$141,577.50	\$135,398.00	\$60,398.00	
	Equipment Insurance					
	Uniforms					
	Subcontractor					
Other		\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	
Depreciation		\$20,000.00	\$20,000.00	\$46,600.00	\$46,600.00	
Interest (Exclude Overhead)		\$3,325.00	\$2,975.00	\$2,625.00	\$2,275.00	
	80 - Vehicle Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	
	90 - Container Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	
	00 - Administration	\$0.00	\$0.00	\$0.00	\$0.00	
Allocated Costs		\$0.00	\$0.00	\$0.00	\$0.00	
Annual Cost of Operations		\$208,902.50	\$224,552.50	\$244,623.00	\$169,273.00	
Operating Ratio Profit (exclude interest)		0.9225	\$17,270.74	\$18,614.91	\$20,330.46	\$14,029.64
Additional Annual Cost of Operations		\$226,173.24	\$243,167.41	\$264,953.46	\$183,302.64	

**ALLOCATED DEPARTMENTAL SUMMARY**  
CITY OF SUNNYVALE-SPECIALTY  
NEW AGREEMENT COST FORMS

	Compensation	
	Year 1 FY 21/22	
	Level 1	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	
	Compensation	

Selection made on Pmt Sum tab→

10 Years

Depreciation	
7 Years	10 Years
\$20,000.00	\$20,000.00
\$3,250.00	\$3,325.00

Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

Technology upgrades with SoftPak were deferred from year 1 to 3 and may need revision at time of implementation.

Repairs and Maintenance Details	1	2	3	4
Annual maintenance of Soft-Pak	\$ -	0	44,398	44,398
Annual map update RouteSmart	\$ -	5,000	5,000	5,000
Annual maintenance of RouteSmart	\$ -	11,000	11,000	11,000
1st Year 20,000 Shopping Totes	50,578	50,578	-	-
Truck tablets - \$5K per truck X 45 trucks	\$ 75,000	\$ 75,000	\$ 75,000	\$ -
	\$ 125,578	\$ 141,578	\$ 135,398	\$ 60,398

SCS subcontractor

## Soft-Pak & RouteSmart

Depreciation	
7 Years	10 Years
Level 1	Level 1

Depreciation

		Year 1 FY 21/22
		Level 1
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	

[illegible]

		Compensation
		Year 1 FY 21/22
		Level 1
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

[illegible]

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

City of Sunnyvale - Add-on Services Proposal Form  
7 Other 1383 Requirements  
NEW AGREEMENT COST FORMS

## Depreciation Timeline

10 Years

## Legend

## Contractor/Proposer Input

Calculation/Pulled from  
Schedule [No input]

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
Index					
<b>Other 1383 Requirements</b>					
Cost of Operations					
	Regular Wages	0.00%	\$155,848.56	\$160,524.02	\$165,339.74
	Overtime	0.00%	\$0.00	\$0.00	\$0.00
	Holiday Worked	0.00%	\$7,193.01	\$7,408.80	\$7,631.06
	Vac/Sick Payoff	0.00%	\$13,187.19	\$13,582.80	\$13,990.29
	Payroll Taxes	0.00%	\$13,481.50	\$13,885.94	\$14,302.52
	Workers' Comp Ins.	3%	\$12,550.60	\$12,927.12	\$13,314.93
	Pension Benefits	0.00%	\$15,584.86	\$16,052.40	\$16,533.97
	Health/Welfare	5%	\$76,274.98	\$80,088.73	\$84,093.17
	Employee/Med Exams	0.00%	\$500.00	\$500.00	\$500.00
<b>Labor Costs</b>			<b>\$294,620.69</b>	<b>\$304,969.81</b>	<b>\$315,705.68</b>
	Taxes and Licenses	1.97%			
	Repairs & Maintenance	1.97%	\$0.00		
	Gas & Oil (Diesel Costs)	15.23%			
	Gas & Oil (RNG Costs)	1.80%			
	Tires	1.97%			
<b>Vehicle Costs</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
	Equipment Insurance	2%			
	Uniforms	1.97%			
	Subcontractor				
<b>Other</b>			<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Depreciation</b>			<b>\$12,857.14</b>	<b>\$12,857.14</b>	<b>\$12,857.14</b>
<b>Interest (Exclude Overhead)</b>			<b>\$2,992.50</b>	<b>\$2,677.50</b>	<b>\$2,362.50</b>
	80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00	\$0.00
	00 - Administration		\$20,500.00	\$20,903.85	\$21,315.66
<b>Allocated Costs</b>			<b>\$20,500.00</b>	<b>\$20,903.85</b>	<b>\$21,315.66</b>
<b>Annual Cost of Operations</b>			<b>\$330,970.34</b>	<b>\$341,408.31</b>	<b>\$352,240.98</b>
<b>Operating Ratio Profit (exclude interest)</b>		0.9225	<b>\$27,553.69</b>	<b>\$28,457.06</b>	<b>\$29,393.59</b>
<b>Additional Annual Cost of Operations</b>			<b>\$358,524.03</b>	<b>\$369,865.37</b>	<b>\$381,634.57</b>

\$ 12,857.14 \$ 12,857.14

\$ 2,925.00 \$ 2,992.50

Number of fees 2

ALLOCATED DEPARTMENTAL SUMMARY  
SPECIALITY  
NEW AGREEMENT COST

		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
<b>Department 00 - Administration</b>					
Cost of Operations					
	Labor Costs				
	Vehicle Costs				
	Other	\$ 20,500	\$20,903.85	\$21,315.66	\$21,735.57
	Depreciation	\$0.00			
	Interest	\$0.00			
<b>Annual Cost of Operations</b>		<b>\$20,500.00</b>	<b>\$20,903.85</b>	<b>\$21,315.66</b>	<b>\$21,735.57</b>

Depreciation	
7 Years	10 Years
0%	0%

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

	1383	Core Ops	Total
Other admin costs:			
Truck Signs	2,000	-	2,000
Container swap notices	15,000	-	15,000
Corrective action tags	-	5,000	5,000
Holiday postcards	-	15,000	15,000
Website maintenance	3,000	3,300	6,300
Christmas tree mailer	-	700	700
Recycling and organic posters	500	-	500
	<u>\$ 20,500</u>	<u>\$ 24,000</u>	<u>\$ 44,500</u>

**City of Sunnyvale - Add-on Services Proposal Form**  
**9 Downtown Service Area**  
**NEW AGREEMENT COST FORMS**

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25
<b>Downtown Service Area</b>					
Cost of Operations					
	Regular Wages	\$0.00			
	Overtime	\$0.00			
	Holiday Worked	\$0.00			
	Vac/Sick Payoff	\$0.00			
	Payroll Taxes	\$0.00			
	Workers' Comp Ins.	\$0.00			
	Pension Benefits	\$0.00			
	Health/Welfare	\$0.00			
	Employee/Med Exams	\$0.00			
<b>Labor Costs</b>		<b>\$0.00</b>			
	Taxes and Licenses	\$0.00			
	Repairs & Maintenance	\$0.00			
	Gas & Oil (Diesel Costs)	\$0.00			
	Gas & Oil (RNG Costs)	\$0.00			
	Tires	\$0.00			
<b>Vehicle Costs</b>		<b>\$0.00</b>			
	Equipment Insurance	\$0.00			
	Uniforms	\$0.00			
	Subcontractor	\$0.00	\$0.00	\$0.00	\$0.00
<b>Other</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Depreciation</b>		<b>\$0.00</b>			
<b>Interest (Exclude Overhead)</b>		<b>\$0.00</b>			
	80 - Vehicle Maintenance	\$0.00			
	90 - Container Maintenance	\$0.00			
	00 - Administration	\$0.00			
<b>Allocated Costs</b>		<b>\$0.00</b>			
<b>Annual Cost of Operations</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Operating Ratio Profit (exclude interest)</b>		<b>0.9225</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Additional Annual Cost of Operations</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

		TOTAL
Department		Year 1 FY 21/22
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		\$0.00
Vehicle Costs		\$0.00
Other		\$0.00
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

		TOTAL
		Year 1 FY 21/22
Department		
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
Labor Costs		\$0.00
Vehicle Costs		\$0.00
Other		\$0.00
Depreciation		\$0.00
Interest		\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

	TOTAL	
--	-------	--

### Depreciation Timeline

Selection made on Pmt Sum tab → 10 Years

[illegible]

**Legend**

Contractor/Proposer Input

	Calculation/Pulled from Schedule [No input required]
--	--

Estimate of # of downtown bins	20
Avg. size of container	3 Cubic Yard CPT
Average # of services per week	3
Assume 600-1300 feet	\$ - Cos per month
Monthly cost of service	\$ -

<b>Depreciation</b>					
<b>7 Years</b>	<b>7 Years</b>	<b>7 Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
-	-	-	-	-	-

<b>Depreciation</b>					
<b>/ Years</b>	<b>/ Years</b>	<b>/ Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
-	-	-	-	-	-

Depreciation	
--------------	--

		Year 1 FY 21/22
	Department	
<b>Department 00 - Administration</b>		
Cost of Operations		
	Labor Costs	\$0.00
	Vehicle Costs	\$0.00
	Other	\$0.00
	Depreciation	\$0.00
	Interest	\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
-	-	-	-	-	-

City of Sunnyvale - Add-on Services Proposal Form  
10 Fueling Station  
NEW AGREEMENT COST FORMS

Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.

Department Summary		Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	Compensation Year 3 FY 23/24	Compensation Year 4 FY 24/25	
Fueling Station Cost of Operations		Slow Fill				
	Regular Wages					
	Overtime					
	Holiday Worked					
	Vac/Sick Payoff					
	Payroll Taxes					
	Workers' Comp Ins.					
	Pension Benefits					
	Health/Welfare					
	Employee/Med Exams					
	Labor Costs		\$0.00			
	Taxes and Licenses	1.97%	\$22,940.00	\$23,391.92	\$23,852.74	\$24,322.64
	Repairs & Maintenance					
	Gas & Oil (Diesel Costs)					
	Gas & Oil (RNG Costs)					
	Tires					
	Vehicle Costs		\$22,940.00	\$23,391.92	\$23,852.74	\$24,322.64
	Equipment Insurance					
	Uniforms					
	Subcontractor					
	Other		\$0.00			
Depreciation		\$140,204.36	\$140,204.36	\$140,204.36	\$140,204.36	
Interest (Exclude Overhead)		\$69,926.92	\$62,566.20	\$55,205.47	\$47,844.74	
80 - Vehicle Maintenance		\$0.00				
90 - Container Maintenance		\$0.00				
00 - Administration		\$0.00				
Allocated Costs		\$0.00				
Annual Cost of Operations		\$233,071.28	\$226,162.47	\$219,262.57	\$212,371.74	
Operating Ratio Profit (exclude interest)	0.9225	\$13,705.89	\$13,743.86	\$13,782.57	\$13,822.05	
Additional Annual Cost of Operations		\$246,777.18	\$239,906.33	\$233,045.14	\$226,193.79	

### Depreciation Timeline

Selection made on Pmt Sum tab→

10 Years

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill
\$300,437.91		\$140,204.36	
\$68,349.63		\$69,926.92	

**Legend**

<b>Contractor/Proposer Input</b>
Calculation/Pulled from Schedule [No input required]

### List Proposed Operational Changes & Cost Impact

- Operational Changes Summary
- Cost Impact Summary

Fueling Station Cost Estimate	1,999,763
-------------------------------	-----------

Note that of the total fueling station cost, about \$390,910 represents modifications to the system to make it "slow fill", which is about \$26,000 annually depreciated over 15 years.

### ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	
	Slow Fill	
<b>Department 80 - Vehicle Maintenance</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
<b>Annual Cost of Operations</b>	<b>\$0.00</b>	

<b>Depreciation</b>			
<b>7 Years</b>	<b>7 Years</b>	<b>10 Years</b>	<b>10 Years</b>
Slow Fill	Fast Fill	Slow Fill	Fast Fill

	Compensation Year 1 FY 21/22	
	Slow Fill	

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill



<b>Department 90 - Container Maintenance</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
Annual Cost of Operations	\$0.00


	Compensation Year 1 FY 21/22	
	Slow Fill	
<b>Department 00 - Administration</b>		
Cost of Operations		
Labor Costs		
Vehicle Costs		
Other		
Depreciation	\$0.00	
Interest	\$0.00	
Annual Cost of Operations	\$0.00	

Depreciation			
7 Years	7 Years	10 Years	10 Years
Slow Fill	Fast Fill	Slow Fill	Fast Fill

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation.  
Identify any grant funding sources on supporting schedules.

## LOADED COST FOR DRIVER

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23	Projected FY 23/24	Projected FY 24/25
<b>Labor Costs</b>						
Regular Wages		92,300.00	95,992.00	100,464.00	104,624.00	108,956.26
Overtime		0.00	0.00	0.00	0.00	0.00
Holiday Worked		4,260.00	4,430.40	4,636.80	4,828.80	5,028.75
Vac Payout		3,550.00	3,692.00	3,864.00	4,024.00	4,190.63
Sick payout		4,260.00	4,430.40	4,636.80	4,828.80	5,028.75
Payroll Taxes		7,964.31	8,303.68	8,690.52	9,050.38	9,425.14
Workers' Comp Ins.	3.00%	6,275.30	6,463.56	6,657.47	6,857.19	7,062.91
Pension Benefits		12,376.00	14,352.00	16,848.00	18,824.00	19,344.00
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37	42,046.58	44,148.91
Employee/Med Exams	0.00%	250.00	250.00	250.00	250.00	250.00
<b>Total Department 000</b>		<b>\$167,577.05</b>	<b>\$176,051.55</b>	<b>\$186,091.97</b>	<b>\$196,333.77</b>	<b>\$203,435.36</b>

<b>New Union Wages Effective 1/1/20:</b>						
<b>oute Driver</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 41.98	\$ 43.60	\$ 45.15	\$ 47.15	\$ 49.45	\$ 51.15
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
Average Rate for Fiscal Years	\$ 42.79	\$ 44.38	\$ 46.15	\$ 48.30	\$ 50.30	
Effective rate increase		3.70%	4.00%	4.66%	4.14%	4.14%
<b>Mechanic</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 43.91	\$ 45.53	\$ 47.08	\$ 49.08	\$ 51.38	\$ 53.08
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
Average Rate for Fiscal Years	\$ 44.72	\$ 46.31	\$ 48.08	\$ 50.23	\$ 52.23	
Effective rate increase		3.54%	3.83%	4.47%	3.98%	3.98%
<b>Pension</b>	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
	\$ 5.20	\$ 5.50	\$ 6.40	\$ 7.40	\$ 8.80	\$ 9.30
	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>FY 24/25</b>
Average Rate for Fiscal Years	\$ 5.35	\$ 5.95	\$ 6.90	\$ 8.10	\$ 9.05	
Effective rate increase		11.21%	15.97%	17.39%	11.73%	11.73%

## LOADED COST FOR SUPERVISOR

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23	Projected FY 23/24	Projected FY 24/25
<b>Labor Costs</b>						
Regular Wages	3.00%	75,654.64	77,924.28	80,282.01	82,669.87	85,149.96
Overtime	3.00%	0.00	0.00	0.00	0.00	0.00
Holiday Worked	3.00%	3,491.75	3,596.51	3,704.40	3,815.53	3,930.00
Vac Payout	3.00%	2,909.79	2,997.09	3,087.00	3,179.61	3,275.00
Sick payout	3.00%	3,491.75	3,596.51	3,704.40	3,815.53	3,930.00
Payroll Taxes		6,544.42	6,740.75	6,942.97	7,151.26	7,365.80
Workers' Comp Ins.	3.00%	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11
Pension Benefits		7,565.46	7,792.43	8,026.20	8,266.99	8,515.00
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37	42,046.58	44,148.91
Employee/Med Exams	0.00%	250.00	250.00	250.00	250.00	250.00
<b>Total Department 000</b>		<b>\$148,229.24</b>	<b>\$153,395.05</b>	<b>\$158,752.15</b>	<b>\$164,308.10</b>	<b>\$170,070.77</b>

DEPT	EMPLOYEE	
<b>10</b>	Bergman, Mark	
	Guzman, Gerardo	
	Ibarra, Alejandro	
	Macias-Martinez, Silvano	
	Nano, Oscar	
	Ortega, Eduardo	
	Ramos, Rodolfo	
<b>20</b>	Santana, James	
	Villasenor-Arreola, Rafael	9
	Fretas, Gary	
<b>30</b>	Garcia, Bernabe	2
	Employee Opening	
	Armer, Rick	
	Colin, Octavio	
	Del Rio, Daniel	
	Dominguez, David	
	Guzman, Marco	
	Lewis, Brad	
	Lewis, Keith	
	Robinson, Tom	
<b>CASUAL</b>	Rojas Montes, Joel	9
	Ballard Jr, Stephen	
	Cardenas, Juan	
	Duenas, Felipe	
	Garcia, Jesus	
	Martinez Neri, Fernando	
	Montes Jr, Alberto	
	Quinones-Villalobos, German	
	Ruelas, Alejandro	
	Tomas, Arturo	
	Tovar, Eric	10

DEPT	EMPLOYEE	
<b>40</b>	Loera, Leopoldo (Leo)	
	Velez-Arreola, Joel A.	2
<b>50</b>	Berry, Angus	
	Burke, Sean	
	Galindo, Cervando	
	Garza, Victor	
	Godinez, Hector	5
<b>59</b>	Employee Opening	3
<b>70</b>	Cervantes, Cristian	
	Cordova Estrada, Aldo	
	Escamilla, Adam Abel	
	Largasespado, Miguel	
	Loya, Raymond	
	Murillo Gutierrez, Edgar	
	Pena, Alfonso	7
<b>80</b>	O'Connor, Timothy	
	Renteria, Enrique (Ricky)	
	Richcreek, Darold	
	Whalen, John	
	Wright, Stephen	
	Yamaguchi, Alan	
	Employee Opening	6
<b>90</b>	Coote, Jeffrey	
	Gomez, Moises	
	Ocegueda, Gustavo	
	Jason Treg	4

Copies (7):  
Monica, Renee, Rebecca, Nick, Tomer, Robert, Glenn

<b>TOTAL UNION EMPLOYEES: 54</b>
<small>(does not include Employee Opening headcount)</small>

Tie out		1	2	3	4
5100-000	Regular Wages	\$6,505,990.70	\$6,950,716.50	\$7,461,643.06	\$7,822,538.77
5130-000	Overtime Pay	1,222,623.88	1,279,187.47	1,331,839.84	1,386,660.59
5150-000	Holiday Overtime	\$347,044.07	\$371,967.55	\$399,638.03	\$420,552.71
5180-000	Vacation Leave	\$848,119.90	\$902,659.16	\$961,522.63	\$1,008,568.17
5200-000	Payroll Taxes	\$663,866.51	\$710,302.00	\$762,115.95	\$801,246.82
5220-000	Union Pension Costs	\$908,246.24	\$1,062,564.50	\$1,212,335.87	\$1,338,189.42
5240-000	Group Health Insurance	\$2,844,878.72	\$3,070,548.42	\$3,336,340.22	\$3,547,158.98
5260-000	Uniforms	\$61,440.07	\$65,573.58	\$70,639.40	\$73,532.05
5270-000	Employee Med Exams	\$6,606.06	\$7,299.96	\$8,128.46	\$8,545.29
7110-000	Franchise Fees	2,208,528.06	2,279,863.52	2,353,503.11	2,429,521.26
5310-000	Depreciation Expense	3,173,548.83	3,423,665.49	3,515,631.82	4,207,375.55
5300-000	Amortization Expense - Bonds	\$25,023.01	\$25,515.96	\$26,018.63	\$26,531.19
5510-000	Facilities Rental	\$800,000.00	\$800,000.00	\$800,000.00	\$800,000.00
5720-000	Equipment Rental	\$16,889.13	\$17,221.84	\$17,561.11	\$17,907.07
5210-000	Workers' Comp Insurance	\$381,406.09	\$406,718.00	\$437,228.24	\$457,384.45
5330-000	Vehicle Licenses	\$281,852.50	\$316,436.11	\$365,643.51	\$390,187.75
5340-000	Vehicle Insurance	\$301,736.52	\$320,881.65	\$345,703.34	\$360,272.89
5430-000	Inventory Maintenance Parts	\$946,288.40	\$1,004,627.85	\$1,052,295.34	\$1,009,883.59
5450-000	Fuel and Lubricants	\$603,329.00	\$655,460.37	\$718,657.41	\$766,724.52
5460-000	Tires	\$228,678.65	\$243,454.97	\$262,093.08	\$272,365.64
5520-000	Utilities	\$33,641.28	\$34,304.01	\$34,979.80	\$35,668.90
5530-000	Telephone	\$64,667.26	\$65,941.21	\$67,240.25	\$68,564.88
5540-000	General Insurance	255,773.52	260,812.26	265,950.26	271,189.48
5560-000	Property Taxes and Permits	\$102,050.56	\$104,060.95	\$106,110.95	\$108,201.34
5620-000	Outside Audit Services	\$83,807.03	\$85,458.03	\$87,141.55	\$88,858.24
5630-000	Legal Services	\$6,095.66	\$6,215.75	\$6,338.20	\$6,463.06
5640-000	Outside Consult Services	\$89,496.12	\$90,077.19	\$90,669.71	\$91,273.91
5740-000	Postage	\$9,785.13	\$9,977.90	\$10,174.46	\$10,374.90
5750-000	Printing Services	\$14,317.35	\$14,599.40	\$14,887.01	\$15,180.29
5820-000	Training Programs	\$33,664.47	\$34,327.66	\$35,003.91	\$35,693.49
5830-000	Safety Supplies	\$39,382.95	\$40,158.79	\$40,949.92	\$41,756.63
5910-000	Advertising & Promotion	\$23,395.72	\$23,856.62	\$24,326.59	\$24,805.83
5920-000	Dues & Subscriptions	\$3,290.27	\$3,355.08	\$3,421.18	\$3,488.58
5925-000	Bank Fees	\$58,554.99	\$59,708.52	\$60,884.78	\$62,084.21
7310-000	Bad Debts Expense	-	-	-	-
5320-000	Interest Expense	\$341,225.31	\$430,542.18	\$628,431.34	\$788,403.00
		\$23,535,243.96	\$25,178,060.48	\$26,915,048.98	\$28,797,153.43
	Per executive summary variance	23,535,243.96	25,178,060.48	26,915,048.98	28,797,153.43
		-	-	-	-
	Allowable operating expenses	\$20,985,490.60	\$22,467,654.78	\$23,933,114.53	\$25,579,229.17
	Profit ratio	0.9225	0.9225	0.9225	0.9225
	Operating profit	\$1,763,008.70	\$1,887,526.55	\$2,010,641.06	\$2,148,932.53

**City of Sunnyvale - Add-on Services Proposal Form**  
**3 Multi-Family Bulky Collection**  
**NEW AGREEMENT COST FORMS**

**Note to proposer: Provide costs for requested Add-on Services as annual incremental cost increases or decreases compared to Base Services.**

Department Summary			Compensation year 1 FY 21/22	Compensation year 2 FY 22/23	Compensation year 3 FY 23/24	Compensation year 4 FY 24/25
Assumed Level of Participation - small complexes			50%			
Total Estimated Multi-Family Units 10,545						
Assumed Level of Participation - large complexes			25%			
Total Estimated Multi-Family Units 13,413						
Calculated Units Served			8,626			
Multi-Family Bulky Collection						
Cost of Operations						
	Regular Wages	0.00%	\$92,300.00	\$0.00	\$0.00	\$0.00
	Overtime	0.00%	\$0.00	\$0.00	\$0.00	\$0.00
	Holiday Worked	0.00%	\$4,260.00	\$0.00	\$0.00	\$0.00
	Vac/Sick Payoff	0.00%	\$7,810.00	\$0.00	\$0.00	\$0.00
	Payroll Taxes	0.00%	\$7,984.31	\$0.00	\$0.00	\$0.00
	Workers' Comp Ins.	3.00%	\$6,275.30	\$0.00	\$0.00	\$0.00
	Pension Benefits	0.00%	\$12,376.00	\$0.00	\$0.00	\$0.00
	Health/Welfare	5.00%	\$36,321.42	\$0.00	\$0.00	\$0.00
	Employee/Med Exams	0.00%	\$250.00	\$0.00	\$0.00	\$0.00
Labor Costs			\$167,577.03	\$0.00	\$0.00	\$0.00
	Taxes and Licenses	1.97%	\$2,530.19	\$0.00	\$0.00	\$0.00
	Repairs & Maintenance	1.97%	\$2,554.21	\$0.00	\$0.00	\$0.00
	Gas & Oil (Diesel Costs)	15.23%	\$0.00	\$0.00	\$0.00	\$0.00
	Gas & Oil (RNG Costs)	1.80%	\$6,287.57	\$0.00	\$0.00	\$0.00
	Tires	1.97%	\$4,810.94	\$0.00	\$0.00	\$0.00
Vehicle Costs			\$16,182.91	\$0.00	\$0.00	\$0.00
	Equipment Insurance	2.00%	\$2,751.24	\$0.00	\$0.00	\$0.00
	Uniforms	1.97%	\$1,369.15	\$0.00	\$0.00	\$0.00
Other			\$4,120.39	\$0.00	\$0.00	\$0.00
Depreciation			\$27,054.70	\$0.00	\$0.00	\$0.00
Interest (Exclude Overhead)			\$9,469.15	\$0.00	\$0.00	\$0.00
	80 - Vehicle Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	90 - Container Maintenance		\$0.00	\$0.00	\$0.00	\$0.00
	00 - Administration		\$0.00	\$0.00	\$0.00	\$0.00
Allocated Costs			\$0.00			
Annual Cost of Operations			\$224,404.17	\$0.00	\$0.00	\$0.00
Operating Ratio Profit (exclude interest)			0.9225	\$18,056.87	\$0.00	\$0.00
Additional Annual Cost of Operations			\$242,461.04	\$0.00	\$0.00	\$0.00

**ALLOCATED DEPARTMENTAL SUMMARY**

CITY OF SUNNYVALE-SPECIALITY  
NEW AGREEMENT COST FORMS

Compensation	
Year 1 FY 21/22	
Assumed Level of Participation	50%
Calculated Units Served	8,626
<b>Department 80 - Vehicle Maintenance</b>	
Cost of Operations	
Labor Costs	
Vehicle Costs	
Other	
Depreciation	\$0.00
Interest	\$0.00
<b>Annual Cost of Operations</b>	<b>\$0.00</b>

### Depreciation Timeline

Selection made on Pmt Sum tab → 10 Years

**Legend**

Contractor/Proposer Input

Calculation/Pulled from Schedule [No input required]
---

[illegible]

Proposed Equipment Costs	
	21/22 Cost
1 Flatbed Boom Truck	\$ 256,698
1 30 Yd Bin	6,706
1 40 Yd Bin	7,143
<b>TOTAL</b>	<b>\$ 270,547</b>

Number of Employees 1

<b>Depreciation</b>					
<b>7 Years</b>	<b>7 Years</b>	<b>7 Years</b>	<b>10 Years</b>	<b>10 Years</b>	<b>10 Years</b>
5%	50%	25%	5%	50%	25%

		Compensation
		Year 1 FY 21/22
	Assumed Level of Participation	50%
	Calculated Units Served	8,626
<b>Department 90 - Container Maintenance</b>		
Cost of Operations		
	Labor Costs	
	Vehicle Costs	
	Other	
	Depreciation	\$0.00
	Interest	\$0.00
Annual Cost of Operations		\$0.00

		Compensation
		Year 1 FY 21/22
	Assumed Level of Participation	50%
	Calculated Units Served	8,626
<b>Department 00 - Administration</b>		
Cost of Operations		
	Labor Costs	
	Vehicle Costs	
	Other	
	Depreciation	\$0.00
	Interest	\$0.00
<b>Annual Cost of Operations</b>		<b>\$0.00</b>

Contractor to provide separate supporting schedules that show both 7 Year and 10 Year depreciation. Identify any grant funding sources on supporting schedules.

Depreciation					
7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
5%	50%	25%	5%	50%	25%

Depreciation					
7 Years	7 Years	7 Years	10 Years	10 Years	10 Years
5%	50%	25%	5%	50%	25%

**EXHIBIT G3  
PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION**

**EXHIBIT G3:**

- 1. TERM SHEET**
- 2. FINAL DEAL POINTS**
- 3. FUELING STATION DETAIL**



**EXHIBIT G3  
PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION**

**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
1. TERM SHEET**

**City of Sunnyvale**  
**Specialty Collection Agreement Negotiations Term Sheet**  
**Final Draft, February 3, 2021**

This Term Sheet lists the scope and cost revisions discussed by the parties through the November 2<sup>nd</sup> City-Specialty meeting, cost form revisions shared with Specialty immediately following the November 2<sup>nd</sup> meeting, the negotiations of December 15<sup>th</sup>, 21<sup>st</sup>, 28<sup>th</sup>, and January 5<sup>th</sup>, follow-up communications regarding the fueling station, and other communications. The changes are cumulative with relation to the scope of work as proposed in Specialty's May proposal and the cost forms submitted July 16<sup>th</sup> reflecting the new CBA. The Term Sheet identifies where specific issues are addressed in the Agreement. Should there be a conflict of interpretation of a specific issue between the language of this Term Sheet and the language contained in another provision(s) of the Agreement, the latter shall prevail.

**Cost Forms** - Specialty has provided a total of four sets of final cost forms, two each for the two Term options provided in Section 2.1 (and Section 6.3 and 8.3), as follows:

1. For the 10 Year Term: One set for Contract Years One (1) and Two (2) to be included in the Agreement, and one reflecting Contract Years One (1) through Four (4) for City and Contractor reference during the annual compensation reviews, and
2. For the 10 Year + 5 Year Term: One set for Contract Years One (1) and Two (2) to be included in the Agreement, and one reflecting Contract One (1) through Four (4) for reference during the City and Contractor annual compensation reviews.

Following Council selection of a Term option, the applicable set of Contract Year One (1) and Two (2) forms will become Exhibit G2 Cost Basis for Proposal.

**Specialty Offers** – Following are offers included with Specialty's original proposal and accepted by the City, and that are not otherwise addressed in the Term Sheet:

1. Freeze on executive compensation for Contract Years One through Four
  - a. Cost forms: Table 'B Labor' Row 136
  - b. Agreement: Exhibit E Section 2B.13
2. Freeze on facility rent charges for Contract Years One through Four
  - a. Cost forms. Completed/location(s): Table 'D Other' Row 82
  - b. Agreement: Exhibit E Section 2B.14
3. New credit card vendor reduces cost
  - a. Cost forms: Table 'D Other' Row 97
4. Owner contribution towards food recovery
  - a. Agreement. Completed/location(s): Section 4.8.4
5. No profit on interest charges
  - a. Cost forms: Calculated at Table A 'Pmt Sum' Row 17 and 'Executive Summary' Row 99
  - b. Agreement: Identified as a non-allowable cost Exhibit E, Section 2.B.13.

**Annual Compensation Reviews**

1. Contract Year One (1) compensation is as provided in the cost forms with Council approval of the new franchise agreement. Ref. 'Executive Summary' Row 22
2. Contract Year Two (2) Contractor's Payment process: Agreement Section 8.3.D.
3. Contractor's Payment process beginning Contract Year Three (3) on continues use of the full administrative process defined in Article 8 and Exhibit E, consistent with past practice.

City of Sunnyvale  
Specialty Collection Agreement Negotiations Term Sheet  
Final Draft, February 3, 2021

**Container Life** – New default assumptions for cart replacement.

1. Cost forms: 'Asset Replacement Sch' and 'Depr 10yr'.
2. Agreement: Exhibit E asset life table.

**Container Replacement** - Yard trimmings cart replacement shifted out from Years 1 and 2, to Years 2 and 3. Cost forms: 'Asset Replacement Sch' Row 109.

**Truck Life** – New default assumption for truck replacement. Earlier proposed replacement to be supported by maintenance records indicating added cost that supports earlier replacement.

1. Cost forms: 'Asset Replacement Sch'.
2. Agreement: Exhibit E asset life table.

**Truck Purchases** - Year 1 planned replacement truck purchases for Base Services and new purchases for New/Expanded organics collection services, and projected purchases for Years 2 through 4. For purposes of determining Year 1 compensation, trucks purchased for Year 1 are assumed to be placed in service on January 1, 2022, with six months of depreciation allocated to Year 1.

1. Cost forms: 'Asset Replacement Sch' and 'Depr 10yr', note spares are on in cell C11 and D11 'Asset Replacement Sch'.
2. Agreement: Exhibit G6 SB 1383 Implementation Assumptions.

**Operating Stats Tabs – Trucks and Containers** – Cost forms: Op Stats Tab revised so trucks and containers align with the updated route and truck information contained in Exhibit G6 SB 1383 Implementation Assumptions.

**New/Expanded Services - Initial Assumptions**

1. Table of initial assumptions for accounts, tonnages, and participation rates for Multi-Family and Commercial Food Scraps and Yard Trimmings. Agreement: Exhibit G6 SB 1383 Implementation Assumptions. Cost forms: 'Op Stats-Trucks'
2. Agreement: Contractor commitment to meeting initial multi-family organics collection implementation needs. Agreement: Exhibit B2 Multi-Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection.

**Container Labeling** - Cost form adjustment: Cost of container labeling to be depreciated over ten years, rather than expensed in Year 1. Added fixed asset cost at 'Asset Replacement Sch' Row 109.

**SB 1383 – New Contractor Staff Positions**

1. Cost forms: Retain SB 1383 Compliance Manager and Outreach and Education Specialist positions as proposed. Cost forms: Ref. '7\_Other SB 1383' Row 13 to 21.
2. Cost forms: Addition of a modular office in Contract Year 2 to add extra office space for the two new employees: Tab "Asset Replacement Sch" Cell C115
3. Agreement: Roles and responsibilities of the SB 1383 Compliance Manager and Outreach and Education Specialist. Agreement: Section 4.8., Exhibit E Section 2B.15

City of Sunnyvale  
Specialty Collection Agreement Negotiations Term Sheet  
Final Draft, February 3, 2021

**SB 1383 Reserves**

1. Cost forms: Eliminate Year 1 and 2 reserved amounts of \$100,000 per year. . Removed from cost forms.
2. Agreement: City funding of a SB 1383 "reserve". Agreement: Sections 4.8. and 8.3.D

**Downtown Service**

1. Cost forms: Remove cost from the forms. Removed from Cost Forms from '9\_Downtown Service Area'
2. Agreement: Service is to be provided on a per-fee subscription basis outside of the City rate structure, as demand allows, and in compliance with the Municipal Code: Section 5.3.E.
3. Agreement: Specialty administrative fee related to downtown service: Section 5.3.E.

**Fueling Station**

1. Agreement: Plan for renovation: Proposal in Exhibit G1 Technical Proposal, Section 5.4.D, and Contractor email to City representative of November 11<sup>th</sup> contained in this Exhibit G3 Proposal Review and Negotiation Documentation, and the summary assumptions noted in Item 4.
2. Cost forms: Facility renovation to be depreciated over 15 years rather than 10 years. 'Depr 10yr' Row 57 and 58
3. Cost forms: Reduce projected overtime based on when slow fill is projected to be operational, based on Item 4. OT was not adjusted because the FY20/21 base numbers used to develop Contract Year One (1), FY 21/22 compensation did not include the increase in OT occurring during FY 20-21 because the increases occurred after submittal of the FY 20-21 compensation application.
4. Summary assumptions.
  - a. Adding slow fill as part of the renovation. Ref. '10\_Fueling Station Rows 32-34, Column Q-U.
  - b. Overtime resulting from lack of slow fill currently results in "approximately \$70,800 annually (~\$55,000 for drivers and ~\$15,800 for shop staff)." With no change, over time will likely increase in the future.
5. Agreement: Individual components for the annual contract with Tru-Star, in particular separating capital cost items from operational costs: Exhibit G1 Technical Proposal.
6. Agreement: Continue past practice in which all fuel sale revenues accrue to the City: Exhibit E Section 2.E

**RNG** – Ongoing coordination between Specialty and the City regarding transition to SB 1383 compliant RNG. Agreement: Section 5.4.B.

**SB1383 Procurement Requirements:** Ongoing coordination between Specialty and the City regarding meeting City's procurement requirements. Agreement: Section 4.8.6.

City of Sunnyvale  
Specialty Collection Agreement Negotiations Term Sheet  
Final Draft, February 3, 2021

**Technology**

1. Cost forms: Defer Softpac to start in Year 3. Document that costs were deferred from Year 1 and may need revision at time of implementation: '6\_Technical Assistance' Rows 17-25, Columns P-U.
2. Agreement: Note Year 1 implementation of RouteSmart and deferral of Softpac for "later implementation", with City-Contractor coordination: Section 4.13.
3. Cost forms: Updated RouteSmart costs for "In-Truck" expenses, separately identifying and documenting tablet and software costs as follows, with notes added to forms as needed: New technology costs summarized at '6\_Technical Assistance' Rows 17-25, Columns P-U and recorded in cost forms on same worksheet Row 21, Column E-I.
  - a. Software
    - i. \$100,000 software implementation fee (includes license fee, street data, on-site end user training, and professional services and project management fees) 'Asset Replacement Sch' Row 15 and 'Depr 10yr' Row 14.
    - ii. \$11,000 annual software maintenance fee, each year after Year 1
    - iii. \$5,000 annual map update, each year after Year 1
  - b. In-Truck solution
    - i. About \$5,000 per truck\* (includes tablet, GPS, associated software and installation). This cost is to be allocated to 15 trucks per year for Years 1-3.

**MFD Bulkies**

1. Cost forms: Proposed MFD bulky item program costs moved to a separate standalone tab at the far right of the file, titled "Proposed MFD Bulky Cost", and noting: "Costs as proposed by Specialty May 2020.": Added "Proposed MFD Bulky" furthest right worksheet in the workbook.
2. Agreement: Note that City/Contractor may conduct a pilot, and may develop a program at a later date: Section 4.6.

**MFD Recycling Totes** - Cost forms: Spread initial Year 1 purchase equally across Years 1 and 2: '6\_Technical Assistance' Row 21.

**MFD Food Scrap Pails** - Cost forms: Add cost assuming purchase of 15,000 totes in Year 1 and 10,000 in Year 2 at an assumed unit cost of \$5.60 (including tax and freight), based on City figure of about 24,000 total MFD units: Ref. Cell B8 and C8 'Asset Replacement Sch'.

**Cart Washing**

1. Agreement: Document parameters for provision of service. Section 5.6.I.
2. Cost forms: No change; any added compensation will be identified during annual compensation review.

**Interest Rate** - Reduce from 5.0% to 3.50%: Interest rate on Row 29 'Interest Calcs 10yr'

City of Sunnyvale  
Specialty Collection Agreement Negotiations Term Sheet  
Final Draft, February 3, 2021

**Term and Profit**

1. Cost forms: Final agreement to include the set of forms corresponding to the Council-selected option: Exhibit G2 Cost Basis for Proposal, with:
  - a. 10 Year Term: operating ratio of 92.00% in Cell B29 Table 'A Pmt Sum' OR
  - b. 10 Year + 5 Year Term: operating ratio of 92.25% in Cell B29 Table 'A Pmt Sum'
2. Agreement: Final agreement to document Term and Profit: Sections 2.1 and 8.3.Afor:
  - a. 10 Year Term: Sections 2.1 and 8.3.A. OR
  - b. 10 Year + 5 Year Term: Sections 2.1 and 8.3.A.

**Interest Calculation**

1. Cost forms: Retain past calculation method such that the annual payment on principal and interest is equal to the annual depreciation. 'Interest Calcs 10yr' Rows 26-30

**Other Technical Changes –**

Cost forms: Correct cell references in Executive Summary Tab:

1. Technical Assistance Cells I29, I46, I63 link to Subcontractor Costs corrected:: 'Executive Summary'
2. SB 1383 Cell J29 needs to link to SB 1383 Reserve Amount of \$0.0:: Corrected
3. Franchise Fee Calculation Years 2-4 – Remove the double-counting of interest: Corrected 'A Pmt Sum'

**Other Items**

1. The question of FoodCycle cart redesign options, piloting of options, and eventual cart replacements is not addressed in the Agreement.



**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
2. FINAL DEAL POINTS**

**City of Sunnyvale**  
**Specialty Collection Agreement Negotiations – Resolution of Key Outstanding Contractual Issues**  
**January 6, 2021**

The following outlines the City's proposed resolution of key outstanding contractual issues, based on their status following City-company discussions on January 5th. With the issues below resolved, and mutually satisfactory resolution of discussion of Specialty responsibility for subcontractors and edits to Exhibit F Performance Standards, a final draft agreement will be prepared, subject to final review by the City Attorney, the City's Risk Manager, the City Manager, and Specialty.

**1. Term and Profit**

The City offers the following options:

10 Year Term

The City agrees to a 10 year term in return for an additional increase in the operating ratio of 0.25%, to 92.00% (starting from the current agreed amount of 91.75% as provided in the revised Term Sheet of December 9<sup>th</sup>, 2020).

10 Year + 5 Year Term

The City is open to a base term of ten years with an extension of five years, for a total term of up to 15 years in return for an additional increase in the operating ratio of 0.50% to 92.25% (starting from the current agreed amount of 91.75% as provided in the revised Term Sheet of December 9<sup>th</sup>, 2020). For award of the extension, the City would conduct a performance review in Year 8 and Specialty would address any identified areas of noncompliance with the agreement (and is not in default), upon which award of the five year extension would be automatic.

**2. Multi-Family Organics Collection**

In order to ensure multi-family organics collection service will commence on January 1, 2022:

- a. Specialty will, as offered, place orders for the two new trucks approved for Year 1 prior to Council award based on verbal City confirmation that the Council staff report will recommend award of the new franchise and agreement to Specialty. In making this offer, Specialty acknowledges it is assuming all risk associated with placing of the deposits. [Note: This will memorialized in a Specialty letter to the ESD Director rather than in the agreement.]
- b. Specialty will, as necessary during 2022 and in consultation with the City Contract Manager, temporarily expand the ability of its current fleet and staff to provide MFD organics services by assigning drivers additional stops within an eight-hour day, adding over-time, and leasing equipment (including from affiliates). Specialty will recover reasonable and documented increased costs associated with this effort through the Year 2 and 3 compensation review processes, depending on the timing of incurred costs.

**3. Annual Compensation Review**

Section 8.3.C Effective Date. City agrees to edits as shown below:

"C. Assuming Contractor submits its Request for Determination of Contractor's Payment on or before the January 31 that immediately precedes the commencement of the Fiscal Year with respect to which the calculation is to be performed, City will use its best efforts to make the adjustment effective by July 1 of the same year, and will make retroactive adjustment to compensate for any delay in determining Contractor's Payment unless such delay results from the failure of Contractor to respond promptly and completely to requests of City for information related to any of the determinations required by this Section."

#### **4. Special Compensation Adjustments**

City agrees to the following revisions to the original language of Section 8.7 Special Compensation Adjustment Request:

"Notwithstanding Section 8.3.B.1, adjustments will take into account the effect of extraordinary, uncontrollable changes in the cost of performance. To that end, and in the limited circumstances described in this Section 8.7, Contractor's Payment will be equitably adjusted to reflect changes in cost between those projected in calculating Contractor's Payment and those actually incurred.

Contractor's Payment will be increased or decreased to the extent that the aggregate documented increases and/or decreases in Contractor's costs incurred in the prior year, over which Contractor could not have exerted control, equals or exceeds 4% of Contractor's Payment in the prior year. That adjustment will be made in the year following the year in which the difference occurred. The full amount of the difference will be accounted for if the 4% threshold is reached."

#### **5. Assessment of Liquidated Damages**

City agrees to the following revisions to the original language of the third paragraph of Section 10.6.B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards:

"Before assessing Liquidated Damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. City may review (and make copies at its own expense) all information in the possession of Contractor relating to incident(s) and/or non-performance. Contractor may, within ten (10) Business Days after receipt of notice, request a meeting with City. City may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. City Contract Manager will provide Contractor with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6. Should such notice of City intention to assess Liquidated Damages exceed \$30,000 in total, Contractor may within ten (10) Working Days of receipt of such notice request the opportunity to meet with the Director of Environmental Services to respond to the intended assessment. If Contractor has made such request within the required timeframe, the intended assessment of Liquidated Damages will not be imposed on Contractor until Contractor has been afforded the opportunity to respond to the intended assessment. In such case, the decision of the Director of Environmental Services shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. If the Director of Environmental Services is acting as the City Contract Manager, the City Manager or their designee shall designate an alternative City representative to meet with Contractor. Should Contractor not exercise its right to respond to the assessment as described in this paragraph, and in all other cases, the decision of City Contract Manager shall be final and Contractor shall not be subject to, or required to exhaust, any further administrative remedies. The City Contract Manager shall provide Contractor with a written explanation of his or her determination on each incident prior to authorizing City's Finance Department to deduct liquidated damages from payments subsequently due to Contractor."

**EXHIBIT G3 - PROPOSAL REVIEW AND  
NEGOTIATION DOCUMENTATION  
3. FUELING STATION DETAIL**

### Fueling Station - Additional information

Following is Nick Nabhan's email of November 11<sup>th</sup>, 2020 as referenced in the Term Sheet in this Exhibit G3 Proposal Review and Negotiation Documentation.

**From:** Nick Nabhan [<mailto:nick@sswr.com>]

**Sent:** Wednesday, November 11, 2020 9:46 AM

**To:** Peter Deibler <[pdeibler@hfh-consultants.com](mailto:pdeibler@hfh-consultants.com)>

**Cc:** Jason Reecy <[Jason.R@vta-cpa.com](mailto:Jason.R@vta-cpa.com)>; Mark Bowers <[mbowers@sunnyvale.ca.gov](mailto:mbowers@sunnyvale.ca.gov)>; Karen Gissibl <[kgissibl@sunnyvale.ca.gov](mailto:kgissibl@sunnyvale.ca.gov)>; Monaliza Noor <[mnoor@hfh-consultants.com](mailto:mnoor@hfh-consultants.com)>; Jerry Nabhan <[jerry@sswr.com](mailto:jerry@sswr.com)>; Bill Dobet ([bdobert@comcast.net](mailto:bdobert@comcast.net)) <[bdobert@comcast.net](mailto:bdobert@comcast.net)>

**Subject:** Re: Fueling Station and Updated Cost Summary

Peter,

Please see responses as follows, in red:

### Fueling Station

Per discussion on October 2<sup>nd</sup> and 19<sup>th</sup>, please respond to the following:

1. Please describe what the station "upgrade" entails, addressing just replacement and maintenance activities.
  - The fueling station "upgrade" entails entirely new infrastructure. The major portions of the upgrade include, but not limited to, a new natural gas compressor, new storage tanks, all related plumbing and electrical, and new computer system to control the station, a backup generator that has the capacity to run our entire operation if/when needed, and the addition of slow fill fueling posts.
2. What is the cost for addressing just the components noted in the Item 1 response.
  - The cost for the items listed in item 1 are \$1,999,763.44 at the time of the most recent quote.
3. Please describe what adding slow fill would entail.
  - The addition of slow fill would utilize all of the same equipment and add the necessary plumbing and electrical infrastructure, K-rails, and dual-hose posts to be able to fuel each truck in its parking stall. This would allow each driver to park their truck at the end of their route, hook it up to the fueling port, and clock out. This would eliminate all overtime related to fueling.
4. What is the incremental added capital cost of including slow fill during the upgrade?
  - Approximately \$390,910.00. \$77,785.99 of that is for the K-rails, which could be used for future EV charging infrastructure.
5. Are there savings in adding slow fill to the upgrade? If yes, how much?
  - The savings would be in lower electrical costs, due to fueling during off-peak hours, and a more efficient fueling process, which would reduce the delta between inlet gas and dispensed gas which currently ranges from 5%-15% of overall usage.
6. On October 2<sup>nd</sup>, you noted that you "did not calculate overtime based on street time hours and that there is not much afternoon overtime. Currently have 14-18 trucks that cannot fuel. 4-6 people come in early morning to fuel them off site, which results in tons of down time. Majority of overtime is that morning fill-up. Currently have 14-18 trucks that cannot fuel. 4-6 people come in early morning to fuel them off site, which results in tons of down time." Are the 4-6 people drivers and/or other staff? Please add more detail about how this currently works and how, if it does, it impacts collection operations and/or timing.

- During the afternoon hours, shop staff fuels the trucks to help alleviate driver overtime. Shop staff stays onsite until 8:30pm to fuel all the trucks they can, while also completing their regular job duties. During early morning hours, between 4 and 6 drivers are called in to fuel the remaining trucks both onsite and offsite.
7. On average, how many hours of overtime per-driver per-week would be saved with the addition of slow fill?
    - We are averaging 16 total overtime hours per week for fueling by drivers – this translates to approximately \$43,500 year to date.
  8. On average, for staff other than drivers, how many hours of overtime per week (if any) would be saved with the addition of slow fill?
    - We are averaging 4.5 total overtime hours per week for fueling by shop staff – this translates to approximately \$12,500 year to date
  9. Identify any additional staff cost/overtime savings that result from adding slow-fill.
    - In addition to all of the above mentioned overtime would be alleviated, shop staff would be able to spend the additional afternoon hours performing their normal job duties.
  10. Are there other improved operational efficiencies from adding slow-fill that will result in direct cost savings? In indirect cost savings?
    - Not a direct or indirect cost savings, but the addition of slow fill, will greatly benefit public fill times during daylight hours. Currently, Specialty trucks take priority over public when fueling, which greatly extends the time it takes for the public to fill. With slow fill and the Specialty fleet being filled overnight, fast fill for the public would be faster and more efficient. This could drive more sales in the future.
  11. Please identify your assumptions for Items 7 through 10.
    - Overtime hours, specific to fueling, have been logged in the payroll system. Between 1/1/2020 and 10/25/2020 there have been 665.10 driver overtime hours and 183.40 shop personnel overtime hours.
  12. How do the total weekly savings from Items 7 through 10 translate to a total annual estimate of reduced over-time hours? To other staff or non-staff savings? To total annual savings?
    - Bases on a 53-week year for 2020, the total overtime savings will translate to approximately \$70,800 annually (~\$55,000 for drivers and ~\$15,800 for shop staff). Using the current fueling station, in future years this number would increase as the employee hourly rate increases.

We look forward to discussing this further.  
Thank you



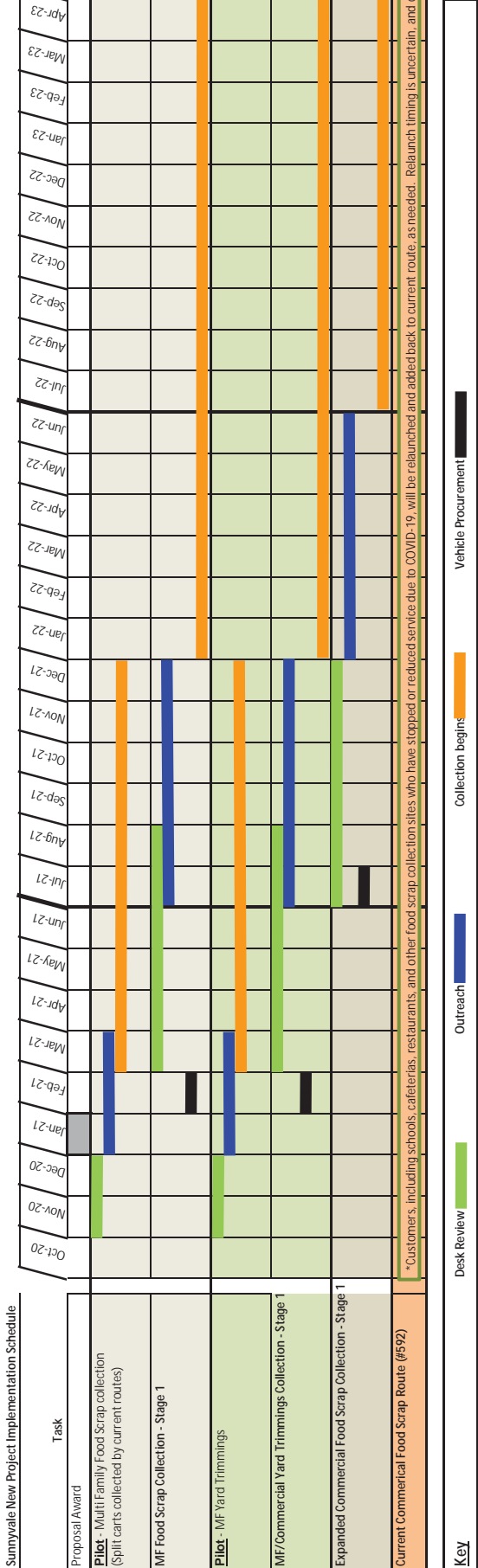
Specialty Solid Waste & Recycling

**Nick Nabhan**

General Manager

## **EXHIBIT G4 IMPLEMENTATION PLAN AND SCHEDULE**





## **EXHIBIT G5 APPROVED SUBCONTRACTORS**

## **EXHIBIT G5**

### **APPROVED SUBCONTRACTORS**

In accordance with Section 3.3 of the Agreement, the City has approved the following Subcontractors to manage the specified services and otherwise assist the Contractor in the performance of the requirements of this Agreement.

<b>Approved Facility or Subcontractor</b>	<b>Services</b>
Thomas Road Venture Group, LLC	Property owner
SCS Engineers	Customer technical assistance
TruStar Energy LLC	Fueling station renovation and operation
Trash Scouts	Customer concierge service

## **EXHIBIT G6**

### **SB 1383 IMPLEMENTATION ASSUMPTIONS**

**EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS:**

- 1. TRUCK PURCHASES**
- 2. SB 1383 SERVICE ROLLOUT ASSUMPTIONS**

## **EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS**

### **1. TRUCK PURCHASES**

	As Revised November 4, 2020			
	Yr 1	Yr 2	Yr 3	Yr 4
Existing Truck Replacements	4	3	4	8
SB 1383 Added Routes New MFD Food Expanded Commercial Food Expanded Yard Trimmings Spare	1 MFD Food 1 Yard Trimmings	1 MFD Food 1 Commercial Food  1 Spare	1 MFD Food 1 Commercial Food 1 Yard Trimmings 1 Spare	n/a
TOTAL	6 Trucks	6 Trucks	8 Trucks	8 Trucks



## **EXHIBIT G6 - SB 1383 IMPLEMENTATION ASSUMPTIONS**

### **2. SB 1383 SERVICE ROLLOUT ASSUMPTIONS**

SB 1383 Service Rollout Assumptions

Sector	Accounts*					Tons**		Notes
	CURRENT Accounts	Assumed <u>Food Scraps Participation Rate</u>	Anticipated Additional <u>Food Scraps Accounts</u>	Assumed <u>Yard Trimmings Participation Rate</u>	Anticipated Additional <u>Yard Trimmings Accounts</u>	Anticipated Additional <u>Food Scraps Tons</u>	Anticipated Additional <u>Yard Trimmings Tons</u>	
MFD	1,748 Total  Includes: 553 accounts w/ 5+ units; all with more than 2CY MSW service/week*** & 1195 accounts w/ 4 units and under	95%	1,660	65%	TBD based on desk review	3,396 tons	1,626 tons	Regarding Yard Trimming accounts, all Multi-Family accounts need to be asked if they are "self-hauling" (have landscape service that is recycling it), if not, they would need to subscribe to Specialty service or get their own.  318 of the small Multi-Family complexes (2-4 units) have Yard Trimmings service, but this needs to be confirmed by Specialty during the desk review.
COM	1,858 Total****  Includes: 791 accounts without service w/ more than 2CY MSW service/week; 832 accounts without service w/ less than 2 CY MSW service/week; 235 accounts with service w/ more than 2CY MSW service/week	95%	750*****	65%	TBD based on desk review	3,922 tons	3,377 tons	Regarding Yard Trimming accounts, all COM accounts need to be asked if they are "self-hauling" (have landscape service that is recycling it), if not, they would need to subscribe to Specialty service or get their own.

\*It is not possible at this time to clearly distinguish between "accounts" and "locations"

\*\*Anticipated tons are based on assumed participation rates and best available information.

\*\*\*MFD accounts that may apply for an SB 1383 waiver if de minimis and/or physical space requirements are met.

\*\*\*\*COM accounts that may apply for an SB 1383 waiver if de minimis and/or physical space requirements are met.

\*\*\*\*\*Anticipated additional Commercial Food Scraps accounts determined by applying a 95% participation rate to 791 Commercial accounts without service that have more than 2CY MSW service/week.

## **EXHIBIT H: INITIAL STAFFING**

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# SPECIALTY SOLID WASTE & RECYCLING

## EMPLOYEE ROSTER

Last Name	First Name	Group
Button	Douglas	OFFICERS
Dobert	William	OFFICERS
Molinaro	Robert	OFFICERS
Nabhan	Jerry	OFFICERS
Buldo-Jackson	Rebecca	MANAGEMENT
Flores	Eduardo	MANAGEMENT
Freitas	Julie	MANAGEMENT
Moore	Monica	MANAGEMENT
Nabhan	Nicholas	MANAGEMENT
Rodrigues	Robert	MANAGEMENT
Shapira	Tomer	MANAGEMENT
OPEN	SB1383	MANAGEMENT
OPEN	OUTREACH	MANAGEMENT
Lorelle	Gavin	ADMINISTRATION
Rachfal-Schmid	Renee	ADMINISTRATION
Cotter	Jessica	ADMINISTRATION
Iida	Denise	ADMINISTRATION
Lopez	Miranda	ADMINISTRATION
Lorelle	Lisa	ADMINISTRATION
Armer	Richter	UNION
Ballard Jr	Stephen	UNION
Beltran	No	UNION
Bergman	Mark	UNION
Berry	Angrus	UNION
Burke	Sean	UNION
Cardenas	Juan	UNION
Cardoway	Edward	UNION
Cervantes	Cristian	UNION
Colin	Octavio	UNION
Coote	Jeffrey	UNION
Cordova Estrada	Aldo	UNION
Del Rio	Daniel	UNION
Dominguez	David	UNION
Duenas	Felipe	UNION
Escamilla	Adam	UNION
Freitas	Gary	UNION
Galindo	Cervando	UNION
Garcia	Bernabe	UNION
Garza	Victor	UNION
Godinez	Hector	UNION
Gomez	Moises	UNION

Guzman	Gerardo	UNION
Guzman	Marco	UNION
Ibarra	Alejandro	UNION
Kumar	Krishan	UNION
Landa	Jose Luis	UNION
Largaespada	Miguel	UNION
Lewis	Keith	UNION
Loera	Leopoldo	UNION
Loya	Raymond	UNION
Macias-Martinez	Silvano	UNION
Martinez Nerio	Fernando	UNION
Montes	Alberto	UNION
Murillo Gutierrez	Edgar	UNION
Nuno	Oscar	UNION
Oceguera	Gustavo	UNION
O'Connor	Timothy	UNION
Ortega	Eduardo	UNION
Pena	Alfonso	UNION
Quinones-Villalobos	German	UNION
Ramos	Rodolfo	UNION
Renteria	Enrique	UNION
Richcreek	Darold	UNION
Robinson	Thomas	UNION
Rojas Montes	Joel	UNION
Ruelas	Alejandro	UNION
Santana	James	UNION
Torres	Arturo	UNION
Tovar	Erik	UNION
Trejo	Jason	UNION
Vega Rodriguez	Francisco	UNION
Velez-Arreola	Joel	UNION
Villasenor-Arreola	Rafael	UNION
Whalen	John	UNION
Wright	Stephen	UNION
Yamaguchi	Alan	UNION

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**EXHIBIT I:**  
**CONTRACTOR'S ENVIRONMENTALLY PREFERABLE**  
**PURCHASING POLICY**

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# Environmentally Preferable Purchasing Program

January 2021



Solid Waste and Recycling



## SECTION 1. INTRODUCTION

Specialty Solid Waste and Recycling (Specialty) has an opportunity to serve as a community model for environmental leadership by incorporating a plan of action that will conserve precious resources and reduce the use of hazardous substances, and potentially improve the environmental quality of the region. By incorporating environmental considerations in our purchasing, Specialty can reduce its burden on the local and global environment, remove unnecessary hazards from its operations, protect public health, reduce costs and liabilities, and help develop markets for environmentally responsible products. This EPPP will help us save on energy, water, and material resources as well as reduce long-term operating and maintenance costs. This EPPP will also assist in Specialty application for LEED® Existing Building: Operation and Maintenance for the administration building.

### PURPOSE

This guide is intended to be a straightforward, easy-to-use document that provides purchasers with a basic understanding of the concept and benefits of green purchasing and offers recommended steps to enable the implementation of a green purchasing program. This document also instructs on how to purchase and report in order to comply with the letter and spirit of the SB 1383 regulations.









Included in this guide are the basics of environmentally preferable purchasing, suggested purchasing resources and purchasing recommendations for many product groups. This guide will assist Specialty to make environmentally preferable buying decisions.

The goal of this policy is to encourage and increase the use of environmentally preferable products and services at Specialty. By including environmental considerations in purchasing decisions, Specialty can promote practices that improve public and worker health, conserve natural resources, and reward environmentally conscious manufacturers, while remaining fiscally responsible.

### UNDERSTANDING THE BASICS

This guide summarizes Specialty's EPPP, which are products and services that have a lesser or reduced effect on human health and the environment when compared to competing products or services. Items are selected for attributes, such as the following:

-  Contain recycled materials: made from sustainable resources, recycled or remanufactured materials or parts
-  Minimize waste – minimal packaging that is recyclable or reusable (take-back provisions)

-  Conserve energy and/or water or other natural resources
-  Prevent pollution: emissions, VOCs (volatile organic compounds)
-  Consist of fewer toxic substances or reduce the amount of toxic substances disposed or consumed
-  Uses energy alternatives to fossil fuel

## COMMON QUESTIONS

### What is environmentally preferable purchasing?

Purchasing and using of environmentally preferable products, in simple terms, means adding environmental attribute considerations to the buying decisions along with such traditional buying factors as performance, quality, service and price.

### Why is it important to buy green?

Many forward-thinking businesses have already adopted environmental purchasing policies for traditional reasons such as:

-  Recognizing market preferences and stepping up to serve customers asking for EPPPs
-  Understanding that it can distinguish a business and its products from competitors
-  Recognizing the opportunity to increase operating efficiency
-  Joining an industry or international market trend to capture market share
-  Improving compliance with environmental regulations

### What are the challenges?

There is effort required to change the “business as usual” norm and work with existing suppliers (or to find new suppliers) in order to procure environmentally preferable products and services. Additionally, there may also be existing relationships between purchasers and suppliers that make it difficult to switch to alternative products.

### How do you define ‘green’?

Defining what is “green” is complex and takes time to learn, so this program to simplify the process. Several U.S. and international organizations and agencies have developed highly acclaimed environmental guidelines and standards. Listed by product category, you will find environmental standards and/or guidelines, which are incorporated into purchasing requirements.

### How was the information gathered for this EPPP?

To relay the facts on what, how, and why implementing an EPPP is important to Specialty, we gathered information from resources like the EPA, GreenSeal, and StopWaste websites. This enabled us to produce a policy that defines the scope, specifications, metrics, goals, and responsible parties to implement the program. This EPPP of products and services was compiled by reviewing Specialty’s expenditures with a breakdown of what we purchase from each vendor.

Lastly, we reviewed our invoices to see what products already meet EPPP standards and which call for improvements and modifications.

### How do I use the EPPP?

Start by reviewing the basics, this will allow you to grasp the concepts of the program, therefore having a clear understanding of what to look for in the products and services used by Specialty. When ordering necessities for the office, refer to the appropriate category in the document and follow the standard operating procedure. This will provide the environmental attributes to look for in a product or service and the current vendor options.

## SECTION 2. ENVIRONMENTALLY PREFERABLE PURCHASING POLICY

Scope: Our green purchasing policy includes office and kitchen supplies, equipment, electronics, building maintenance, and a broad range of

services that we use at Specialty.

Specification: Buyers should look for supplies & services that meet one or more of the following specifications:

Attributes, Certifications & Eco-labels

Save Resources & Reduce Waste:

Recycled, Remanufactured, Responsible Forestry, Reusable, Rapidly Renewable, Bio-based/ Compost able, Refillable, Rechargeable, FSC, SFI, PEFC, SCS Recycled Content, Rainforest Alliance, Water Sense, CradletoCradle



## Environmentally Preferable Purchasing Program



### Save Energy & Reduce Emissions:

Energy Efficient, Renewable Power, Carbon-balanced, Energy Star, Green-e



### Use Safer Chemical & Safeguard Human Health:

Reduced Harsh Chemicals, Chlorine-free, Bio-based/ Biodegradable, USDA Organic, U.S. EPA Design for the Environment, Greenguard, Greenseal, Ecologo, SCS Indoor Advantage, ACMI, CFPA, CRI, UL Environment





Goal: 50% of total office supplies under EPPP by 2023.

 Responsible Parties: Administrative assistants, Managers

The "Buyer" is responsible for selecting products that meet the EPPP standards when possible while still being economically efficient. Buy in bulk whenever possible to reduce packaging and shipping impacts on the environment.







The "Reviewer" of spending/invoices is required to verify compliance with green initiatives. They will monitor the buyer by working together to ensure that the EPPP is followed through to the greatest extent.

Upper management should encourage the use of green and environmentally responsible vendors, service providers, and relay the importance of the EPPP goals in the office.

## SECTION 3. STANDARD OPERATING PROCEDURE- BUYERS & REVIEWER

### General

An EPPP provides an outline for how materials should be procured within a company. However, it is a small part of how products should be effectively used in a sustainable way. There are several behavioral habits which can reduce the impact of office operations, reduce cost of energy and materials and help to reduce waste. Employees should be reminded to take on a green attitude in daily operations, which include:

-  Discourage use of disposable products
-  Think, then print
-  Print double-sided when applicable
-  Recycle or compost everything you can
-  Consolidate ordering supplies and buy green
-  Power down – turn off lights and electronics

When an employee desires to purchase or re-stock materials/equipment they should follow these steps:

1. The buyer is responsible for checking this document for the preferred supplier of the product they wish to purchase.
2. Once the supplier has been identified the buyer should make an effort to see if any other materials need to be purchased from the supplier (Refer to appropriate table). They can do this by:
  - a. Checking the current inventory of products;
  - b. Emailing co-workers to ask if they require any additional products; and,
  - c. Verbally asking other co-workers if any other products are needed.

\*These steps ensure that shipping and packaging can be reduced as much as possible.
3. Products can be purchased by phone, internet or visiting the store. In each scenario, the buyer should ensure that the products being purchased meet the standards set in this EPPP (detailed by product category in this section).
  - a. If products do not meet the standards set in here, every effort should be made to purchase the most 'green' products available. (Refer to Section 2 for standards).
  - b. Additionally, if other products become available which exceed the standards set in this EPPP; this EPPP should be updated as appropriate.
4. Note: Online office supply stores have made it easy to follow the specifications in the EPPP by providing green and eco-friendly options for virtually all supplies on their websites as well as tracking systems to monitor green initiatives (Refer to online ordering guide).
5. All receipts and invoices detailing the product purchased should be delivered to accounts in a timely manner and according to the accounts protocol.
6. Accounts personnel and upper management may act as reviewers to ensure this EPPP is being correctly followed.
7. Once invoices and receipts are submitted for approval/payment the reviewer should check that the products purchased were either selected in accordance with the standards set in this EPPP, are the most 'green' products available from the vendor.
8. If there is an indication that the EPPP has not been followed, the reviewer should submit a written reminder to the purchaser about the EPPP and additional training may be necessary.



## Section 4. SB 1383 Compliance

SB 1383 All departments in a jurisdiction that make paper purchases will be required to purchase and keep purchase records for paper products that:

1. Contain 30% postconsumer recycled content
2. Are recyclable

Specialty's EPPP in place directs the company to purchase fiber that meets a minimum recycled content required under SB 1383. Specialty will also report to the City their compliance with SB 1383 in their Initial and Annual Jurisdiction Report.

**Paper Procurement**

**SB 1383 Requirement**

Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products (§18993.3)

**Regulatory Text – April 20, 2020**

39

40

41

**Section 18993.3. Recycled Content Paper Procurement Requirements**

(a) A jurisdiction shall procure paper products, and printing and writing paper, consistent with the requirements of Sections 22150-22154 of the Public Contracts Code.

Page 51

**Specialty Solid Waste Compliance Plan**

Specialty's purchasing policy is updated to ensure that all of Specialty's paper procurement contains post-consumer recycled paper content is 100% where possible. Printer paper meets this condition for many brands.

Other fiber sources will be purchased with the maximum post-consumer content available provided costs do not exceed 150% of normal price for the same product. Furthermore, Specialty is constantly evaluating and reviewing its paper procurement choices to minimize excess packaging, such as EPS peanuts, excess shrink wrap, or other plastics.





## Purchasing Guidelines



### Paper Supplies Requirements

- ♻️ Meet EPA and Green Seal standards
- ♻️ Paper products with all virgin fibers should be FSC certified
- ♻️ Minimum 30% post-consumer recycled paper
- ♻️ Products must be recyclable as defined by FTC "Green Guides"



### Environmental Attributes to Look For

- ♻️ Post-consumer recycled content
- ♻️ Processed chlorine-free
- ♻️ Recyclable
- ♻️ Soy-based inks



### Non-Paper Office Supplies Requirements

- ♻️ Minimum 10% post-consumer recycled content and/or 20% total recycled content supplies
- ♻️ Remanufactured ink and toner cartridges
- ♻️ Rechargeable batteries
- ♻️ Refillable pens, pencils, markers
- ♻️ Avoid PVC (vinyl) products



### Kitchen Supplies Requirements

- ♻️ Biodegradable kitchenware and soaps
- ♻️ Post-consumer recycled content
- ♻️ Unbleached
- ♻️ Reusable



## Janitorial & Maintenance Requirements

- Discuss options and best practices with janitorial service
- Purchase or require janitorial contractors to supply industrial and institutional cleaning products that meet Green Seal or EcoLogo certification standards for environmental preferability and
- performance.



## Environmental Attributes to Look For

- Minimizes exposure to concentrates
- No ozone depleting substances
- Recyclable packaging
- Recycled-content in packaging
- Reduced bio-concentration factor
- Reduced flammability
- Reduced or no added dyes, except when added for safety purposes
- Reduced or no added fragrances
- Reduced or no skin irritants
- Reduced or no volatile organic compounds (VOCs)
- Reduced packaging










## Office Equipment & Electronics Requirements

- Lease from a local supplier when available
- Energy Star Approved
- Refurbished
- Specify that desktop computers, notebooks and monitors purchased meet, at a minimum, all Electronic Product Environmental Assessment Tool (EPEAT) environmental criteria.







## Environmental Attributes to Look For

- Reduced or no toxic constituents
- Recycled-content

-  Designed for recycling
-  Reduced materials use
-  Energy efficient
-  Extended product life, upgradeable
-  Reduced packaging
-  Recyclable packaging
-  Environmentally sound take-back and recycling options











## Building Maintenance & Remodeling Requirements

-  Consider Green Building practices for design, construction, and operation as described in the LEED® Rating System for all building and renovations undertaken by Specialty.
-  Use products with the lowest amount of volatile organic compounds (VOCs), highest recycled content, low or no formaldehyde and no halogenated organic flame-retardants when purchasing building maintenance materials such as paint, carpeting, adhesives, furniture and casework.
-  Advertisement
-  Requirements:
  - Minimum 30% post-consumer recycled content
  - Soy-based inks when applicable



## Food Service Requirements

-  Local
-  Eco-friendly options when available
-  Environmental Attributes to Look For:
-  Biodegradable v Energy efficient
-  Recyclable
-  Recycled-content
-  Reusable
-  Water efficient



## Pest Management Requirements

- Manage pest problems through prevention and physical, mechanical and biological controls when Specialty and its contractors maintain buildings and landscapes.
- Specialty may either adopt and implement an Organic Pest Management (OPM) policy and practices or adopt and implement an Integrated Pest Management (IPM) policy and practices using the least toxic pest control as a last resort.



## Landscaping Requirements

- Employ sustainable landscape management techniques for all landscape renovations, construction and maintenance performed by Specialty.
- Training and qualifications shall include landscaping locally, landscaping for less to the landfill, nurturing the soil, conserving water, conserving energy, protecting water and air quality, and creating wildlife habitat.
- Select plants to minimize waste by choosing native and drought-tolerant plants that require no or minimal watering once established are preferred.

## **EXHIBIT J: CART SPECIFICATIONS**

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## **EXHIBIT J**

### **CART SPECIFICATIONS**

The Cart specifications provided in this Exhibit shall pertain to all Carts provided by the Contractor to Customers on the Commencement Date of this Agreement and during the Term of the Agreement.

#### **1. CART DESIGN REQUIREMENTS**

##### **A. General**

The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. Contractor shall purchase Carts that contain a minimum of thirty percent (30%) post-consumer Recycled plastic content. Contractor must submit Cart orders (including material and design specifications, colors and identification marks) to City Contract Manager for City's written approval prior to submitting the order to the manufacturer. All new Carts must be fitted with a radio frequency identification (RFID) chip to be used by Contractor for tracking, routing, inventory, or other purposes.

##### **B. Cart Handles**

The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles shall provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

##### **C. Cart Lid**

Each Cart shall be provided with a lid that continuously overlaps and comes in contact with the Cart body or otherwise causes an interface with the Cart body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Cart during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Cart to conveniently and easily open and shut the lid throughout the serviceable life of the Cart;
- The lid handle shall be an integrally molded part of the lid;

## EXHIBIT J

### CART SPECIFICATIONS

- The lid (and body) must be of such design and weight that would prevent an empty Cart from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Cart body.

#### D. Cart Colors

The Solid Waste, Recyclable Materials, and Organic Materials Carts shall be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Colors are to be determined as provided in Section 4.8.3.

#### E. Positional Markings

An arrow (at least 3 inches by 5 inches) hot stamped in white color shall be placed on the lid, indicating the direction of Cart placement.

In character size of no less than 3/16 inches, the phrase:

PLACE CART WITH ARROW FACING  
STREET FOR COLLECTION

## 2. CART PERFORMANCE REQUIREMENTS

#### A. General

All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

#### B. Cart Load Capacity

Depending on the capacity, the Carts shall have a minimum load capacity as noted on the following table without Cart distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Size (Gallons)	Minimum Load Capacity (Pounds)
96	200
64	130
32/35	70
20	40

#### C. Cart Durability

Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy



## **EXHIBIT J**

### **CART SPECIFICATIONS**

its intended use and performance, for the Term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that shall interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt, or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the Service Area.

#### **D. Chemical Resistant**

Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

#### **E. Stability and Maneuverability**

The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or an open position. The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to twenty-five (25) miles per hour as applied from any direction. The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

#### **F. Lid Performance**

Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;

## **EXHIBIT J**

### **CART SPECIFICATIONS**

- Remain closed in winds up to twenty-five (25) miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Cart.
- Lid shall be designed and constructed such that it does not fall off and into the truck when it is being serviced.

#### **G. Repairability**

Minor cracks, holes, and other damages to hinges, wheels, axle, hardware, and other component parts shall be readily repairable by the Contractor's personnel. All repairs must restore the Cart to its full functionality to meet the design and performance requirements as set for herein.

**EXHIBIT K:**  
**SB 1383 ROLES AND RESPONSIBILITIES**

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## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

The following table provides guidance regarding BCWS and City between Contractor and City allocation of responsibility for compliance with SB 1383, as based on the Final Regulations issued in November 2020. The table assumes use of the standard approach to compliance. The table is not intended to be inclusive of detailed requirements for compliance addressed in the body of the Agreement and does not relieve the Contractor of those specific obligations.

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Collection			
1.	Commencing January 1, 2022, provide Collection Containers to Generators that have lids that comply with color requirements when replacing Containers or by January 1, 2036, whichever comes first (Section 18984.7)	City to review, comment on, and approve Container colors and SB 1383 Container swap out notices to be provided to affected Customers by Contractor.	<p>Contractor to provide Containers to City and Customers that comply with SB 1383 requirements, as described in Section 4.8.3.</p> <p>At least two (2) weeks prior to providing Customers with SB 1383-compliant Containers, Contractor shall send affected Customers City-approved notices describing when and why the Container swap out will happen. Such notices shall include information about new SB 183 compliant labels, if applicable and as described under Item three (3) of this Exhibit K.</p>

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
2.	A jurisdiction may allow organic waste to be Collected in plastic bags and placed in the green Container if the facilities that recover the Source Separated organic waste provides annual written notice to the jurisdiction that the facility can remove plastic bags when it recovers Source Separated organic waste. (Section 18984.1.d)	None	Contractor shall Collect Organic Material in clear plastic bags placed inside Organic Material Containers for Processing (at SMaRT).
3.	Commencing January 1, 2022, clearly label or imprint all new Containers or lids to include language or graphic materials indicating primary materials that are accepted and rejected in each Container. (Section 18984.8)	City Contract Manager to review, comment on, and approve Container labels.	Contractor to place City-approved labels on all new Containers; labels should include text and/or graphic images that indicate primary materials that are accepted and primary materials that are not accepted for each Container type. Labels shall be placed on new Containers before or at time of initial Container delivery to Customer or to City. By the end of Agreement Term, every Customer Container shall have SB 1383-compliant labels.
<b>Contamination Monitoring</b>			
4.	Commencing April 1, 2022, conduct route reviews such that all Hauler Routes are inspected annually. During each route review, inspect randomly selected Containers for contaminants and determine organic waste Generator compliance (organic waste Generators must subscribe to Collection service or Self-Haul	<p>City Contract Manager to review, comment on, and approve route review plan and methodology provided by Contractor.</p> <p>City Contract Manager to review, comment on, and approve content and design of notices to be</p>	<p>Contractor shall develop a plan and methodology, to be approved by City, for conducting annual route reviews such that an adequate number of Containers are inspected on all routes annually.</p> <p>The amount of Containers that must be inspected per Route shall be based on guidelines provided below, as referenced in Section 18984.5. The draft regulations do not specify what an "adequate"</p>

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>Organic Materials; Commercial organic waste Generators are also required to provide color-compliant Containers to their Customers).</p> <p>If Contamination is found during route reviews or if inspected Generators are out of compliance, notify such Generators of Recycling requirements (Section 18984.5.b; 18995.1; 18984.9)</p> <p>“Route review(s)” means a visual inspection of Containers along a Hauler Route for the purpose of determining Contamination, and may include mechanical methods such as the use cameras (Section 18982)</p> <p>“Hauler Route” means the designated itinerary or sequence of stops for each segment of the jurisdictions Collection services.</p>	distributed by Contractor to noncompliant Generators.	<p>number of Containers per route review entails; however, Section 18984.5 determines adequacy for a different type of Contamination study based on Route populations. As such, these guidelines will be utilized for route reviews.</p> <ol style="list-style-type: none"> <li>1. For routes with less than 1,500 Generators the study shall include a minimum of 25 samples;</li> <li>2. For routes with 1,500-4,000 Generators the study shall include a minimum of 30 samples;</li> <li>3. For routes with 4,001-7,000 Generators the study shall include a minimum of 35 samples;</li> <li>4. For routes with more than 7,000 Generators the study shall include a minimum of 40 samples.</li> </ol> <p>In the event that Contractor identifies Contamination, Contractor shall be responsible for affixing a City-approved notice on to Customer's Containers, documenting the location or account where Contamination was present.</p> <p>Contractor shall provide monthly reports to City summarizing the results of each route review and recording, at a minimum, each Contamination location, corresponding photographic evidence, and date of Customer Contamination identified.</p>

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
Enforcement & Penalties			
5.	Commencing January 1, 2022, conduct annual compliance reviews of Commercial Solid Waste accounts that produce over two (2) cubic yards of Solid Waste per week, including organics waste (Section 18995.1.a)	<p>City shall provide Contractor with a list of Commercial accounts that have received City-approved organics Collection waivers.</p> <p>City Contract Manager shall approve format and content of all compliance reports provided by Contractor.</p> <p>City shall receive Contractor's report, review and clarify as needed, and report to the State.</p> <p>City shall follow-up with Contractor-indicated Commercial accounts that may Back-Haul Organic Materials.</p>	<p>Annually, Contractor shall perform a "desk review" of all Multi-Family and Commercial Customer accounts that produce over two (2) cubic yards of Solid Waste per week and that produce Organic Materials to ensure compliance with organics Generator requirements, as described in Section 4.8.1 of this Agreement.</p> <p>Contractor may perform the "desk review" in conjunction with route reviews described under Item 4 of this Exhibit K.</p> <p>Following each compliance review, Contractor shall provide City with a report of results, including addresses, and Service Level information in a format accepted and approved by the City.</p> <p>Additionally, Contractor shall provide to City in quarterly reports a list of Commercial Customers that Contractor believes may be Back-Hauling Organic Materials. The list shall include account information including addresses and Service Levels.</p>



## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
6.	From January 1, 2022 through December 31, 2023, provide educational materials to regulated entities not in compliance with SB 1383, as determined by compliance review of Commercial accounts (Section 18995.1.a)	City to develop content and design of compliance notices for Customers.	Contractor shall distribute City-developed compliance notices to all noncompliant Customers of Contractor annually.
7.	Commencing January 1, 2022, conduct inspections of Tier One Commercial Edible Food Generators for compliance with Section 18991.3. Beginning January 1, 2024, conduct inspections of Tier Two Commercial Edible Food Generators for compliance with Sections 18991.3. (Section 18995.1.a.2) <i>See Item 17 for outreach requirements related to Edible Food.</i>	City to design, develop, print and make available to Contractor outreach materials tailored for Tier One and Tier Two Commercial Edible Food Generators.	Contractor conduct inspections of Tier One and Tier Two Commercial Edible Food Generators. Upon observing violations and upon Customer request, Contractor shall distribute City-approved outreach materials tailored for Tier One and Tier Two Commercial Edible Food Generators.
8.	Commencing January 1, 2022, conduct inspections of Edible Food Recovery Organizations and services for compliance with Sections 18991.5. <i>See Item 17 for outreach requirements related to Edible Food.</i>	City to conduct inspections of Food Recovery Services and organizations. Upon observing violations and upon Customer request, City shall distribute outreach materials tailored for Edible Food Recovery Organizations and services.	None.
9.	Commencing January 1, 2022, investigate written SB 1383-related	City to investigate and maintain records of all SB 1383-related	Contractor to investigate and resolve written Complaints made by Customers alleging SB 1383

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	Complaints received within ninety (90) days of receiving Complaint; provide method for Customer who made Complaint to determine results of Complaint; maintain records of all Complaints and responses; take enforcement action if it is determined that a violation has occurred (Section 18995.3)	<p>Complaints received by Contactor that have not been resolved within thirty (30) days of receiving Customer Complaint. Upon resolving the Complaint, Contractor shall notify the Customer who made the Complaint.</p> <p>From January 1, 2022 to December 31, 2023, if, upon investigation, City discovers a violation has occurred, City shall provide educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, City discovers a violation has occurred, City shall take enforcement action against noncompliant Customers.</p>	<p>violations within thirty (30) days of receiving Customer Complaint. Upon resolving the Complaint, Contractor shall notify the Customer who made the Complaint.</p> <p>From January 1, 2022 to December 31, 2023, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City-approved educational materials to noncompliant Customers.</p> <p>Commencing January 1, 2024, if, upon investigation, Contractor discovers a violation has occurred, Contractor shall provide City in monthly reports with a list of such noncompliant Customers.</p> <p>Contractor shall maintain all compliant records, including documentation of resolution.</p> <p>Contractor to provide City in monthly reports a list of Customer Complaints that have not been resolved within thirty (30) days. The Complaints list shall include Customer account information including the nature of the Complaint. Such Complaints shall be discussed during the monthly Franchise Roundtable Meeting.</p>
10.	Commencing January 1, 2024, take enforcement actions, including issuing notices of violations within	City to issue penalties to noncompliant Generators based on Contractor-led inspections and	Contractor to maintain records of noncompliant Generators and report via monthly reports to City on issuance of noncompliant notices (e.g.,

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	<p>ninety (90) days of determining a violation has occurred, following up at least every ninety (90) days to issue further notices if compliance is not achieved, grant compliance deadline extensions if applicable, and impose penalties equivalent to or greater than those outlined in Articles 14 and 16 of SB 1383 (Section 18995.4)</p> <p>Impose penalties on non-compliant entities (Section 18997.2)</p>	monthly reports submitted by Contractor that identify noncompliant Generators.	Contamination tags issued, route review results, Commercial account review).
<b>Education &amp; Outreach</b>			
11.	By February 1, 2022, and annually thereafter, provide Generators with information on properly separating materials, organic waste prevention, on-site Recycling, community Composting, methane reduction benefits, how to Recycle organic waste, a list of approved haulers, and information related to food recovery (Section 18985.1.a)	<p>City to develop content and design of outreach materials and Contractor to distribute outreach materials to all Multi-Family and Commercial Customers annually.</p> <p>City to provide outreach materials to Contractor for website posting.</p>	<p>Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information.</p> <p>Contractor to disseminate City-approved educational materials as requested by City.</p>

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
12.	Translate educational materials required into any non-English language spoken by a substantial number of the public provided organic waste Collection services by the jurisdiction (Section 18985.1.e)	City to translate City-developed outreach materials, and translate such materials as needed.  City to provide translated outreach materials to Contractor for website posting.	Contractor to post City-developed educational material that has been translated by City on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request.
<b>Record Keeping &amp; Reporting</b>			
13.	By April 1, 2022, file an initial compliance report that includes copies of adopted ordinances, items required for the annual report under Section 18994.2.b, and contact information for the responsible Party for compliance-related issues (Section 18994.1)  Commencing August 1, 2022, submit an annual report relative to compliance with SB 1383; the first report is due October 1, 2022 for the period of January 1, 2022 to June 30, 2022 (Section 18994.2)	City to compile and submit relevant documentation for the initial compliance report and the annual report.  The City shall compile documentation that details the City's: hauler oversight; CALGreen building standard utilization; Edible Food recovery program; organic waste Recycling and Edible Food recovery capacity planning; and, organic waste product procurements.	No later than February 1, 2022, and within two weeks of City request, Contractor shall supply City with reports documenting organic waste Collection services; Contamination monitoring; education and outreach efforts; and, the monitoring and enforcement program.
14.	Maintain all implementation records in a central location (physical or electronic) that can be made available to or accessed by CalRecycle within ten Business Days (Sections 18981.1, 18984.4.a,	City to maintain all implementation records including: ordinances, enforceable mechanisms, contracts, or agreements; waiver and exemption records; hauler program records; Edible Food recovery	Contractor shall enter required data including documentation of organic waste Collection services; Contamination monitoring; education and outreach efforts; and, monitoring and enforcement into a City-designated reporting platform (e.g., Recyclist, Microsoft Excel, a database, etc.) within

## EXHIBIT K

### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	18984.6, 18984.14, 18985.3, 18988.4, 18991.2, 18993.2, 18995.2)	program records; and organic waste procurement records.	five (5) Business Days of any change affecting data within any required reporting category and within one (1) Business Days of notification from CalRecycle request to review implementation record.  In the event such information is not entered into a shared electronic platform, Contractor shall convey data to the City within the required period.
<b>Organics Procurement</b>			
15.	Procure a quantity of recovered organic waste that meets or exceeds the organic waste product procurement target as determined by the CalRecycle (CalRecycle will confirm and provide notice of annual procurement requirements to jurisdictions every five years). (Section 18993.1)	City to procure a quantity of Compost and mulch from Contractor annually.  The exact quantity for procurement shall be determined by the Parties.	Contractor to Transport Organic Materials Collected from Customers to the Approved Facility (SMaRT).  Contractor shall, at City's option, procure fuels derived from organics disposal (biofuels) to power Collection vehicles.
16.	Procure paper products, and printing and writing paper consistent with the requirements of Section 22150-22154 of the Public Contracts Code. These paper products shall be eligible to be labeled with an unqualified recyclable label as defined in 16 C.F.R. 260.12. Jurisdiction shall require all businesses that it	City to update Sustainable Purchasing Policy with requirements set forth in SB 1383.  City to provide Contractor with updated Sustainable Purchasing Policy for Contractor implementation.	Contractor to use City's updated Sustainable Purchasing Policy to meet minimum SB 1383 paper procurement requirements.

## EXHIBIT K

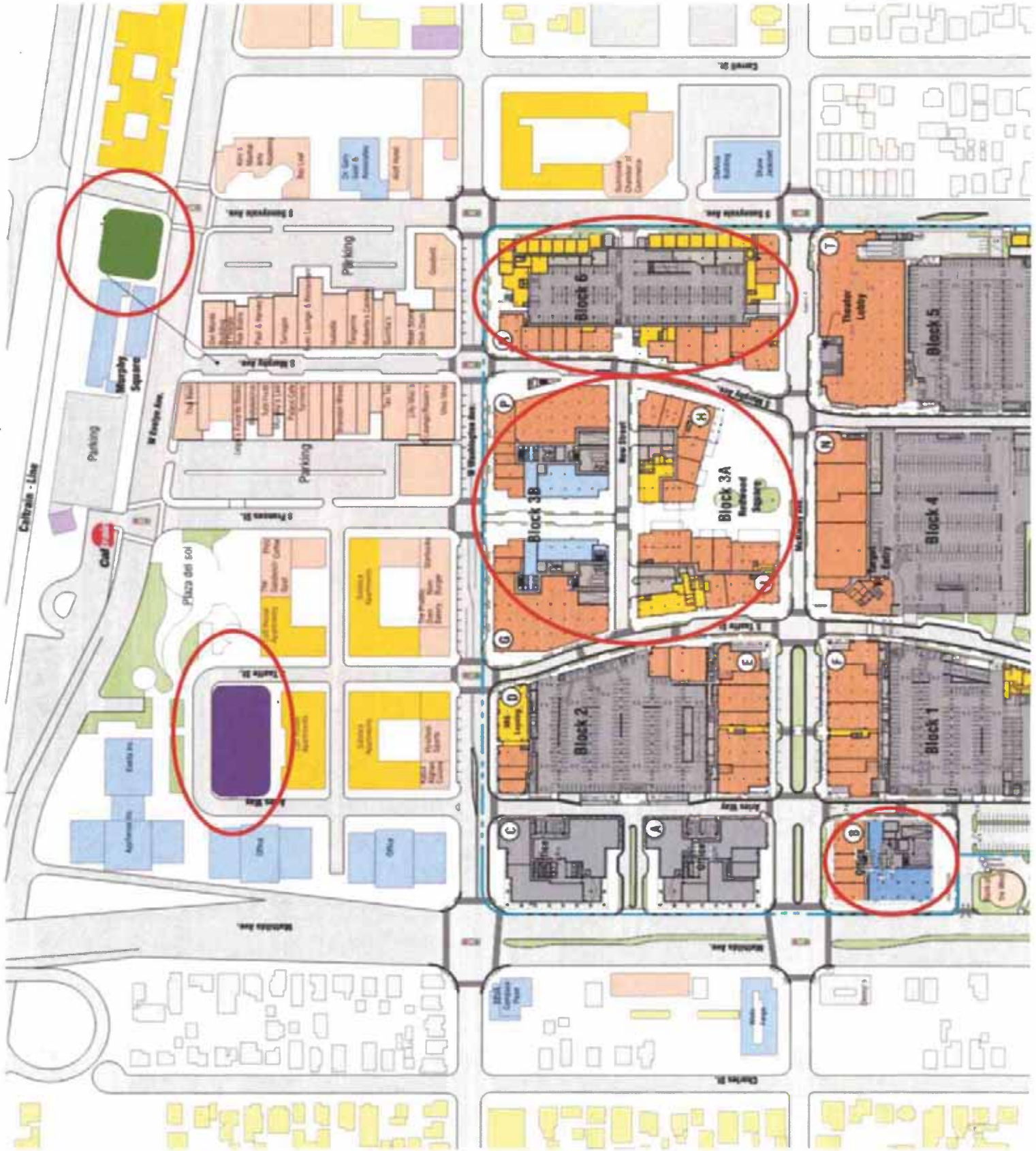
### SB 1383 ROLES AND RESPONSIBILITIES

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	purchases paper products and printing/writing paper to certify minimum percentage of postconsumer material in the paper products. (Section 18993.3)		
<b>Edible Food Recovery</b>			
17.	Commencing January 1, 2022, annually provide Tier One and Tier Two Edible Food Generators with information about the food recovery program, Generator requirements, Food Recovery Organizations and services, and Edible Food source-reduction information (Section 18985.2)	City to develop and provide to Contractor to distribute outreach materials for Commercial Edible Food Generators businesses during annual inspections.	Contractor to provide outreach material to Edible Food Generators during annual inspections.  Contractor to post City-developed educational material on its website annually or as requested by City. Contractor shall post material on its website within two weeks of City's initial request and review and make updates/changes to website on a monthly basis to ensure accuracy of information.

## **EXHIBIT L: DOWNTOWN AREA**

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## **EXHIBIT M: FORM OF PERFORMANCE BOND**

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**Following is the Fiscal Year 20-21 bond. Format has been approved by the City Risk Manager for use in Contract Year One, Fiscal Year 21-21.**

Bond No. CMS0223899

RLI Insurance Company  
Commercial Surety Division

## CONTINUATION CERTIFICATE

The RLI Insurance Company as surety hereby continues in force Bond No. CMS0223899, described as Solid Waste Contract, bound unto the City of Sunnyvale and issued on behalf of Bay Counties Waste Services, Inc. in the amount of Three Million dollars and no/100 (\$3,000,000.00) for the period beginning the 1st day of February ,2020, and ending on the 31st day of January, 2021 subject to all covenants and conditions as set forth and expressed in said bond.

This continuation certificate is executed upon the express condition that the Company's liability under the said bond and this and all continuation certificates issued in connection therewith shall not be cumulative and shall not in any event exceed the sum of the bond in force at the time of default.

Dated at Sunnyvale, California this 1<sup>st</sup> day of February,2020.

RLI Insurance Company

BY: Tammy I. Gaw

Tammy I. Gaw Attorney-In Fact







RLI Surety  
P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

## POWER OF ATTORNEY

### RLI Insurance Company

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Tammy Gaw

in the City of Sunnyvale, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of March, 2013.

State of Illinois  
County of Peoria

} SS



**RLI Insurance Company**

By: Roy C. Die Vice President

#### CERTIFICATE

On this 20th day of March, 2013, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler Notary Public



I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 20th day of March, 2013.

**RLI Insurance Company**

By: Roy C. Die Vice President

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara

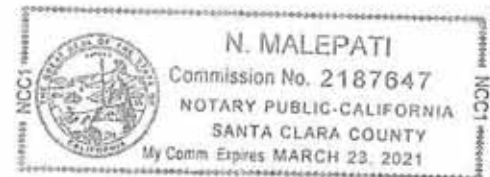
On February -01-2020 before me, N. Malepati, Notary Public  
(insert name and title of the officer)

personally appeared Tammy I Gaw  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature N. Malepati (Seal)



(Continuation Certificate)



# City of Sunnyvale

## Agenda Item

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21-0284

Agenda Date: 2/23/2021

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### REPORT TO COUNCIL

#### SUBJECT

Discussion and Direction on Ordinance Establishing a Public Process for Redistricting

#### BACKGROUND

Sunnyvale voters adopted a six-district Council election system with a directly-elected mayor (Measure B) on March 3, 2020. As part of Measure B (Sunnyvale City Charter section 609(b)), Council is required to adopt an ordinance establishing a public process for redistricting. Staff provided an overview of the redistricting process at a study session on January 12. Council further discussed options at its Council Strategic Session on January 28. Council discussion focused on the option of establishing a redistricting commission. On February 2, Council provided direction on some of the key components for establishing a redistricting commission, summarized in Attachment 1.

#### EXISTING POLICY

Sunnyvale City Charter section 609(c): "The City Council shall adopt an ordinance establishing a public process for redistricting. Such ordinance shall be adopted in sufficient time for redistricting following release of the 2020 federal Census."

#### ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" with the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines sections 15320, 15378 and 15061 (b)(3) as it is an organizational structure change and does not have the potential to result in either a direct or reasonable foreseeable indirect physical change in the environment.

#### DISCUSSION

Based on the City Council's comments on February 2, staff prepared a draft ordinance (Attachment 2) to create a public process for redistricting. It includes requirements established in federal and state law and a hybrid-format redistricting commission of seven members and three alternates. The Commission would be responsible for holding public hearings to gather public input and narrowing map options to three to five recommended maps. Recommended maps would be forwarded to the City Council for final approval.

It is important to note that the draft Ordinance includes certain elements that were not discussed on February 2. These elements are not staff recommendations, but are simply provided to help the Council visualize an Ordinance that describes the full redistricting process. In general, staff tried to include provisions that align with the City Council Policy on Boards and Commissions and common standards in redistricting ordinances from other jurisdictions. The Council should provide guidance to staff on elements it wishes to change, add, or delete. Staff will then revise the draft Ordinance based on the Council's direction and bring forward a final Ordinance for introduction at a future meeting, ideally in March. This would provide sufficient time to complete the Commissioner application and

appointment process before the City receives the Census data.

At its February 2 meeting, Council also requested a copy of the application for the Citizen's Advisory Committee (CAC). Council formed the CAC in 2019. It advised staff on outreach efforts related to a transition to district-based elections. A Council subcommittee developed the CAC application (Attachment 3). A separate Council subcommittee reviewed applications and interviewed highly qualified candidates. The subcommittee nominated CAC members to the City Council. The City Council appointed CAC members in a public meeting.

Staff prepared a draft application for the redistricting commission for Council consideration (Attachment 4). The draft application borrows elements from the CAC application.

### **FISCAL IMPACT**

There is no fiscal impact at this time. Staff estimates that the public process for redistricting will cost approximately \$150,000. Staff will request funding at a later time.

### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

### **STAFF RECOMMENDATION**

Discuss and provide direction to staff on the draft redistricting ordinance.

Prepared by: Jaqui Guzmán, Deputy City Manager and Melissa Tronquet, Assistant City Attorney

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

### **ATTACHMENTS**

1. Redistricting Commission Components
2. Draft Ordinance
3. 2019 CAC Application
4. Draft Application for Redistricting Commission



Decision Points	Current Sunnyvale Practice/Policy and/or Applicable Legal Requirements	Possible Options, Considerations, Common Components for Other Commissions	Notes, Council Comments and Direction 2/2/20
<b>SIZE</b> How many members should be on the redistricting commission?	Existing standing commissions: 5-7 Charter Review Comm.: 11 (Recent) up to 15	Commission size should be reasonable considering timeline and time needed to allow for public and commission comment	7 commissioners
<b>SELECTION PROCESS</b> How should members be selected?	Council appointment process in Council Commission Policy <ul style="list-style-type: none"> <li>written application</li> <li>eligibility determined by City Clerk</li> <li>voice or paper vote at a Council meeting</li> </ul>	<ul style="list-style-type: none"> <li>Council as a whole, individual council members?</li> <li>Quasi-random draw with self-selection?</li> <li>Selection committee? (independent or with Council)</li> <li>Or some combination?</li> <li>How much of the process should occur at a public meeting?</li> </ul>	Use Council appointment process for Commissions <ul style="list-style-type: none"> <li>written application similar to Citizen's Advisory Commission on Outreach</li> </ul>
<b>FILLING VACANCIES</b> How should vacancies be filled?	Council appointment policy (see above)	Alternates could be chosen when members are selected and would fill in if a vacancy occurs	3 alternates
<b>ELEGIBILITY &amp; MEMBERSHIP</b> Should there be specific qualifications for membership?	Council Commission Policy <ul style="list-style-type: none"> <li>Registered voter of the City</li> <li>Several commissions have specific requirements.</li> </ul>	From 2/2/21 meeting: <ul style="list-style-type: none"> <li>Registered voter of the City or eligible to vote by December 2021</li> <li>Preferred or required experience or expertise?</li> <li>Voting patterns</li> <li>Length of residency (application question)</li> </ul>	<ul style="list-style-type: none"> <li>No more than 2 from each district with every effort to get one from each district</li> </ul>
<b>RESTRICTIONS</b> Should there be restrictions on activity during and post service?	Council Commission Policy <ul style="list-style-type: none"> <li>No spouse, household member or relative of Council or executive staff</li> <li>Cannot serve on two commissions except for Board of Building Code Appeals</li> </ul>	From 2/2/21 meeting: <ul style="list-style-type: none"> <li>No spouse, household member or relative of Council or exec. staff</li> <li>May not seek election to City Council for 4 or 10 years</li> <li>No current elected officials</li> </ul> Other:	

		<ul style="list-style-type: none"> <li>Special relationships or political interests (see spreadsheet of other city redistricting commissions for examples)</li> </ul>	
<b>POWERS &amp; DUTIES</b> What should the specific duties of the commission be?	Council Commission Policy <ul style="list-style-type: none"> <li>Advisory to Council</li> <li>Some commissions have specific duties</li> </ul> State Requirements: <ul style="list-style-type: none"> <li>must follow state outreach guidelines</li> <li>must provide training on mapping criteria</li> <li>must provide training and access to mapping tools</li> <li>must accept and review draft map proposals from community</li> <li>may develop draft maps based on community input</li> <li>has authority to narrow and refine map options based on community input</li> <li>must send 2-3 viable draft maps to Council</li> <li>may recommend a draft map for approval by Council</li> </ul>	<ul style="list-style-type: none"> <li>Will the commission hold all public hearings and narrow maps?</li> <li>Will Council have some involvement (reports to Council or joint meeting/s)?</li> <li>How many maps should the commission send to the council?</li> </ul>	<ul style="list-style-type: none"> <li>Commission will hold public hearing and narrow maps</li> <li>Commission and Council will hold a joint public meeting to review maps</li> <li>Commission will send 3-5 proposed maps to Council</li> </ul>
<b>Districting Criteria</b> What criteria should the Commission use to develop, evaluate or refine draft maps?	Required to meet Federal and state requirements	Additional factors important to Council in Study Session: <ul style="list-style-type: none"> <li>Maintain existing district structure as much as possible</li> <li>Minimize disenfranchisement</li> </ul>	
<b>OTHER BY-LAW PROVISIONS</b>	Council Commission Policy	Given short timeframe to complete 2021 redistricting, using existing city commission policy promotes efficiency	

Should the Redistricting Commission establish its own by-laws or follow the by-laws followed by all standing Council Commissions?	<ul style="list-style-type: none"> <li>• Interaction with City Council, Public, Staff, and other Board and Commission Members</li> <li>• Sanctions, Investigations, removal</li> </ul>		
<b>NOTICING</b> Should there be longer noticing requirements for recommended map or final map before adoption?	State law requires draft maps to be available for public viewing at least 7 days before a hearing (per state law)	<ul style="list-style-type: none"> <li>• 14 day viewing period before final selection and/or adoption</li> </ul>	
<b>COUNCIL AUTHORITY AND DUTIES</b>	No policy or requirement- depends on authority given to commission	<p>Hybrid-format options</p> <ul style="list-style-type: none"> <li>• Council must adopt a single draft map recommended by the Redistricting Commission</li> <li>• Council may veto commission's draft map and return it to commission with comments; commission considers and makes final decision</li> <li>• Council must choose from maps recommended by commission without modification</li> </ul> <p>Advisory format options</p> <ul style="list-style-type: none"> <li>• Council considers narrowed number of maps recommended by commission, may modify and adopt</li> </ul>	<ul style="list-style-type: none"> <li>• Council may select a draft map recommended by the Redistricting Commission by majority vote</li> <li>• Council may veto commission's draft maps and return them to the commission with comments, once, with a supermajority vote</li> </ul>
<b>TIMELINES</b> Should there be a deadline for the Redistricting Commission to submit draft maps to Council?	State law: ROV: Process must be complete by December 3	<ul style="list-style-type: none"> <li>• Establish a deadline for commission to submit map/s to Council</li> </ul>	

Redistricting Ordinance Establishing Public Process- Draft for 2/23/21 City Council -Meeting

Chapter 2.31 Redistricting

2.30.010. Purpose and intent.

The purposes and intent of this chapter are to:

- (a) Implement the requirement of Sunnyvale Charter Section 609(b) by establishing a public process for redistricting;
- (b) Establish a redistricting process that is open and transparent and allows public participation in drawing of district boundaries;
- (c) Ensure that city council district boundaries are drawn according to the redistricting criteria set forth in applicable State and Federal laws; and
- (d) Facilitate a redistricting process that is conducted with integrity, fairness, and without personal or political considerations.

2.30.020 Duties and Authority of Redistricting Commission and City Council.

(a) Hybrid Redistricting Commission Established. A redistricting commission of seven members and three alternates is hereby established. The duties of the redistricting commission shall be to meet, hold public meetings and hearings as required by law, and to recommend to the city council maps of six districts by which councilmembers will be elected, as further described in this Chapter.

(b) City Council Approval of Redistricting Schedule, Outreach Plan, Budget. Within a reasonable period before the city receives the final Federal Decennial Census information, city staff shall prepare and submit to the city council for approval a community outreach plan and meeting schedule for the redistricting process. The plan and schedule will take into account all relevant state law related to redistricting. The city council shall appropriate adequate funds for the work of the redistricting commission, including funds necessary for community outreach, costs for city staff time associated with supporting the work of the redistricting commission, and hiring a demographer and any other necessary consultants or outside counsel.

(c) City Council District Map Adoption Process. The redistricting commission shall recommend, and the city council shall adopt, new districts in the following manner:

(1) The redistricting Commission shall hold public hearings as required by law. The redistricting commission shall select three to five proposed district maps to recommend to the city council. The redistricting commission shall also indicate the proposed district map that it prefers the city council adopt. Selection of the proposed district maps and the redistricting commission's preferred map shall require the affirmative vote of four commissioners. All other redistricting commission actions require only a majority vote of those present, provided that a quorum is present.

(2) Prior to the redistricting commission's recommendation of proposed district maps and selection of the preferred map, the redistricting commission and the city council shall hold a joint meeting to review map submissions and draft maps.

(3) At least seven days after the redistricting commission's proposed district maps have been made available to the public, the city council shall hold at least one public meeting to receive input on the redistricting commission's proposed district maps. After the public hearing, the city council shall take one of the following actions:

(i) Approve and adopt one of the proposed district maps. The city council may not make any changes to a proposed district map unless adjustments are required to comply with the United States Constitution or the federal Voting Rights Act, commencing at 52 U.S.C. Section 10101. If the city council approves a proposed district map, it shall become the final district map and shall be implemented.

(ii) Disapprove a proposed district map(s) by a supermajority vote. If the city council disapproves the redistricting commission's proposed district map(s), it shall explain the reasons for disapproval. It may also select one or more proposed district maps that it deems closest to meeting the city council's objectives and return that map or maps to the redistricting commission with comments. The redistricting commission shall then consider the city council's comments and reasons for disapproval and may consider changes to the city council's returned district map(s) or approve the returned map(s) without change. After such consideration, the redistricting commission shall resubmit the City Council's returned maps, which may but are not required to include changes, and its final recommended district map, which may be any map selected by the redistricting commission, to the city council and the city council shall select one of the redistricting commission's recommended district maps.

(4) If the city council fails to either adopt one of the redistricting commission's proposed district maps or reject and return a map to the redistricting commission within 60 days of the date of the city council's first meeting on the redistricting commission's proposed district maps or the deadline set by election authorities for submitting district maps, whichever occurs sooner, the redistricting commission's recommended district map shall be deemed adopted and shall go into effect immediately.

(5) The redistricting map approved and adopted pursuant to this section shall be subject to referendum as provided in Article XIV of the City Charter.

#### 2.30.030 Eligibility and appointment of Redistricting Commissioners.

(a) Composition of Redistricting Commission. The redistricting commission shall consist of seven commissioners and three alternates. The city council will use its best efforts to make appointments that achieve the goal of having at least one and not more than two members per district on the redistricting commission, based on residency at the time of application. However, this is not required if a majority of councilmembers agree to a different composition that achieves the other standards described in this section.

(b) Alternates. Alternates may fully participate in redistricting commission deliberations but may not vote and may not be counted towards the establishment of a quorum. If one of the seven commissioners becomes unable to serve for any reason, the Mayor will appoint one of the alternates to fill the vacancy, considering first the goal of achieving representation of at least one and not more than two members per district, and second the numerical order in which the city council appointed the alternates. Alternates are subject to the same terms of office, qualifications, restrictions, and standards of conduct as other commissioners under this Section.

(b) Appointment of Redistricting Commissioners. Redistricting commission members and alternates shall be selected and appointed by the city council as provided in this section.

(1) Open Application Process. Commissioners shall be selected through an open application process that aligns with the city council Policy for selecting members of other boards and commissions, except as provided in this section. Commissioners and alternates shall be appointed by the city council at a public hearing from the pool of qualified applicants.

(2) Desirable Qualifications of Applicants. The city council should select applicants that are best qualified to carry out the redistricting commission's duties and that, as a group, reasonably reflect the diversity of the City, provided that no quotas, formulas, or ratios may be applied for this purpose. In evaluating applications, the city council shall consider each applicant's:

- i. interest in and ability to carry out the responsibilities of the redistricting commission;
- ii. demonstrated ability to serve with impartiality in a nonpartisan role;
- iii. relevant analytical skills;
- iv. familiarity with the City's neighborhoods and communities;
- v. appreciation for the diverse demographics of the City, including but not limited to geography, race and ethnicity, gender, age, and economic class;
- vi. demonstrated ability to work cooperatively with other commissioners; and
- vii. relevant civic and/or volunteer activities.
- viii. ability to devote time required of a commissioner under the approved redistricting schedule and out-reach plan.

(3) Required Qualifications of Applicants. To be eligible for appointment to the redistrict commission, a person must, at the time of their appointment be a resident of the city; have resided in the city for at least one year; and be eligible to vote in the city council elections for which the redistricting will be effective.

(4) Ineligibility to Serve on Redistricting Commission. A person is not eligible for appointment if:

i. The person or any family member of the person has been elected or appointed to, or been a candidate for, an elective office of the local jurisdiction in the eight years preceding the person's application;

ii. The person or his or her spouse has done any of the following in the eight years preceding the person's application:

(A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction.

(B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.

(C) Served as a staff member or a consultant to, or who has contracted with, a currently serving elected officer of the local jurisdiction.

(D) Been registered to lobby the local jurisdiction.

(E) Contributed five hundred dollars (\$500) or more in a year to any candidate for an elective office of the local jurisdiction, which the city will adjust by the cumulative change in the California Consumer Price Index, or its successor, in every year ending in zero.

iii. A family member of the person, other than his or her spouse, has done any of the following in the four years preceding the person's application:

(A) Served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction.

(B) Served as an officer of, employee of, or paid consultant to, a political party or as an elected or appointed member of a political party central committee.

(5) Redistricting Commissioner Restrictions During and After Service. To promote public confidence in the redistricting process, redistricting commissioners and alternates shall be a designated employees for purposes of the conflict of interest code adopted by the city council and shall strive to perform their service on the redistricting commission with impartiality and integrity. In addition, redistricting commissioners and alternates shall not:

i. While serving on the redistricting commission, endorse, work for, volunteer for, or make a campaign contribution to, a candidate for an elective office of the city.

ii. Be a candidate for an elective office of the city if any of the following is true:

(A) Less than five years has elapsed since the date of the commissioner's appointment to the redistricting commission.

(B) The election for that office will be conducted using district boundaries that were adopted by the redistricting commission on which the member served, and those district boundaries have not been subsequently readopted by a redistricting commission after the end of the commission's term on the commission.

(C) The election for that office will be conducted using district boundaries that were adopted by the city council pursuant to a recommendation by the redistricting commission on which the commissioner served, and those district boundaries have not been subsequently readopted by the city council pursuant to a recommendation by the redistricting commission after the end of the commissioner's term on the redistricting commission.

iii. For four years commencing with the date of his or her appointment to the redistricting commission:

(A) Accept employment as a staff member of, or consultant to, an elected official or candidate for elective office of the city.

(B) Receive a noncompetitively bid contract with the city.

iv. For two years commencing with the date of his or her appointment to the redistricting commission, accept an appointment to an office of the city.

(6) Redistricting Commissioner Terms. The term of office of each redistricting commissioner and alternate begins with their appointment to the redistricting commission and ends when a new final district map is adopted.

#### 2.30.040 Redistricting Criteria.

After ensuring that proposed districts comply with the United States Constitution, California Constitution, and applicable federal and state laws, including the federal Voting Rights Act, commencing at 52 U.S.C. Section 10101, the redistricting commission may consider the following criteria in determining the boundaries of each city council district in its final recommended city council district maps and preferred alternative:

(1) Districts are composed of whole census units as developed by the United States Bureau of the Census; and

(2) Ensure to the extent practicable that voters who did not vote for a city council candidate in 2020 are able to vote in a district that will be on the ballot in 2022.

#### 2.30.040 Severability.

If any portion of this chapter is held to be invalid, unconstitutional, or unenforceable by a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this chapter. The city council declares that this chapter and each portion would have been adopted without



regard to whether any portion of this chapter would be later declared invalid, unconstitutional, or unenforceable.



## Citizen's Advisory Committee Recruitment Announcement and Application

The Sunnyvale City Council is soliciting applications for appointment to a Citizen's Advisory Committee (CAC) on District Elections and the California Voting Rights Act.

***Application deadline is Tuesday, January 22, 2019 at 5:00pm***

*(Interviews tentatively scheduled for January 26 and 29)*

Email application to [jguzman@sunnyvale.ca.gov](mailto:jguzman@sunnyvale.ca.gov) or

drop off/mail to Office of the City Manager: 456 W. Olive Ave, Sunnyvale, CA 94086

### Background

Today, Sunnyvale City Councilmembers are each elected to one of seven specific numbered seats on a citywide basis, known as an at-large with numbered seats election system. Recently, many cities in California have been challenged in court with allegations that their at-large election system violates the California Voting Rights Act (CVRA) by preventing members of a protected class from electing candidates of their choice or influencing election outcomes. For this reason, Sunnyvale is seeking to inform and engage our community on transitioning to an electoral system that meets the requirements of the CVRA, with the goal of sponsoring a ballot measure in 2020.

### Role of the Citizen's Advisory Committee (CAC)

Consisting of up to nine Sunnyvale residents, the CAC will play an advisory role for the City Council electoral system outreach process. Members will be responsible for providing feedback on outreach plans to engage diverse communities, understanding and communicating potential changes to the electoral system, serving as ambassadors to encourage resident engagement, and attending public outreach meetings and 3-4 CAC meetings between February and December 2019. Members should be open-minded, impartial, and community-minded. The Council's goal is that the CAC will represent the geographic, ethnic, and social diversity of the City.

#### IMPORTANT NOTICE

**Please note that all information provided on this form becomes a public record after it is officially filed.**

### Applicant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Will you be eligible to vote in a Sunnyvale election by January 1, 2020? ☐ Yes ☐ No

### Demographic Questions (optional)

Gender: ☐ Female ☐ Male ☐ Other Age: ☐ <30 ☐ 30-44 ☐ 45-64 ☐ 65+

Household Income: ☐ <\$118,000 (median household income) ☐ \$118,000+

Are you a: ☐ Renter ☐ Homeowner ☐ Other

Do you live in a: ☐ Apartment/Condo ☐ Single Family Home ☐ Mobile Home ☐ Other

**Application Questions (required)**

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Why are you interested in applying to and what are your goals for the Citizen's Advisory Committee?

What would make you a good ambassador in the community for this process?

Describe your involvement in Sunnyvale (i.e. participation in civic organizations, volunteer efforts, community activities and events, and faith, cultural, sports, or affinity groups/clubs) and connection to diverse communities.

**Thank you for applying! Those not selected to serve on the CAC are encouraged to participate in the District Elections and California Voting Rights Act community outreach meetings.**

Stay informed by visiting the City's website on [District Elections](#).

**City of Sunnyvale**  
**Citizen's Advisory Committee**  
**SUPPLEMENTAL BACKGROUND INFORMATION**

**COMPLETION OF THIS PAGE IS OPTIONAL. This page will be removed from your application prior to review.**

**IMPORTANT NOTICE**

Section 1233 of the California Government Code gives each applicant the opportunity to voluntarily indicate his/her identification on an application. The following information will be used by the City of Sunnyvale in conducting research and compiling statistical reports regarding the composition of applicants. It is illegal to use this information to discriminate against, or give preference to, a person for appointment. This page will be removed from your application and will not be a part of the application review process.

**How did you hear about the opportunity to apply? (Place an "X" next to all that apply)**

- |   |  |
|---|--|
| <input type="checkbox"/> <i>Sunnyvale Sun</i>           | <input type="checkbox"/> Announcement at City Council meeting    |
| <input type="checkbox"/> <i>San Jose Mercury News</i>   | <input type="checkbox"/> City's Web site                         |
| <input type="checkbox"/> Walk-in                        | <input type="checkbox"/> Twitter                                 |
| <input type="checkbox"/> <i>City's Quarterly Report</i> | <input type="checkbox"/> Facebook                                |
| <input type="checkbox"/> City employee                  | <input type="checkbox"/> City's Volunteer Resources division     |
| <input type="checkbox"/> City event                     | <input type="checkbox"/> Neighborhood association correspondence |
| <input type="checkbox"/> Library reader board           | <input type="checkbox"/> Word of mouth                           |
| <input type="checkbox"/> KSUN                           | <input type="checkbox"/> Other (please specify):                 |
- 

**What is your racial/ethnic background? (Place an "X" next to your answer)**

- ☐ **Asian or Pacific Islander:** All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.  
**Country of origin:** \_\_\_\_\_
- ☐ **Black (not of Hispanic Origins):** All persons having origins in any of the Black racial groups of Africa.
- ☐ **Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central/South American, or other Spanish cultures, regardless of race.
- ☐ **Native American Or Alaskan Native:** All persons having origins in any of the original peoples of North American, or who maintain cultural identification through tribal affiliation.
- ☐ **White (not of Hispanic Origin):** All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Thank you for completing this page.

Please return it with your application to the Office of the City Manager, 456 West Olive Ave, Sunnyvale, CA 94088-3707.  
(408) 730-7480, TDD (408) 730-7501, Fax (408) 730-0707.



## Sunnyvale Redistricting Commission Recruitment Announcement and Application

The Sunnyvale City Council is soliciting applications for appointment to the Sunnyvale Redistricting Commission.

***Application deadline is DATE at 5:00pm***

*(Interviews tentatively scheduled for DATE)*

Email application to [cityclerk@sunnyvale.ca.gov](mailto:cityclerk@sunnyvale.ca.gov) or

drop off/mail to Office of the City Clerk: 456 W. Olive Ave, Sunnyvale, CA 94086

### **Background**

Sunnyvale must re-draw its six Council district boundaries using new 2020 Census data. This process is called redistricting. All cities with district-based election systems, like Sunnyvale, must redistrict after each Census. This keeps population counts within each district relatively equal to ensure equal representation. Sunnyvale adopted district boundaries in 2019 using 2010 Census total population counts. We must now reevaluate districts using the new census data.

### **Role of the Redistricting Commission**

The Redistricting Commission will facilitate the process of adjusting Council district boundaries for elections between 2022 and 2030. It will hold public hearings to gather public input. It will review and narrow map options. And it will make 3-5 draft map recommendations to Council based on community input. Commissioners should be open-minded, impartial, and community-minded. The Council's goal is that the Redistricting Commission will represent the geographic, ethnic, and social diversity of the City. Learn more at [Sunnyvale.ca.gov/redistricting](http://Sunnyvale.ca.gov/redistricting).

#### **IMPORTANT NOTICE**

**Please note that all information provided on this form becomes a public record after it is officially filed.**

### **Applicant Information**

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Are you a registered Sunnyvale voter or will you be eligible to vote by December 30, 2021?

☐ Yes ☐ No

What district do you live in?    1       2       3       4       5       6

List any position or office held in any governmental agency, civic, or charitable organization including the dates

--

Have you or your immediate family member (spouse, domestic partner, child, parent, sibling, or in-law) been:

	Yes	No
An officer of, employee of, or paid consultant to, a campaign committee for a candidate for City elective office in the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
An employee or an elected official of a political party in the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
The principal officer of a campaign committee domiciled in the City that made expenditures on a City candidate election in the past five years?	<input type="checkbox"/>	<input type="checkbox"/>
A paid employee of the City in the past two years?	<input type="checkbox"/>	<input type="checkbox"/>
A paid employee of any redistricting contractor or consultant in the past four years?	<input type="checkbox"/>	<input type="checkbox"/>
Registered as a federal, state, or local paid lobbyist for a for-profit entity now or at any time in the last two years?	<input type="checkbox"/>	<input type="checkbox"/>

**Demographic Information (optional)**

Gender: ☐ Female ☐ Male ☐ Nonbinary

Household Income: ☐ <\$140,631 (median household income) ☐ \$140,631+

Are you a: ☐ Renter ☐ Homeowner ☐ Other

Do you live in a: ☐ Apartment/Condo ☐ Single Family Home ☐ Mobile Home ☐ Other

**Application Questions (required)**

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Why are you interested in serving on the Redistricting Commission and what are your objectives?

Describe the experience, training, knowledge and/or skills which qualify you for appointment to this commission.

Describe your involvement in Sunnyvale (i.e. participation in civic organizations, volunteer efforts, community activities and events, and faith, cultural, sports, or affinity groups/clubs) and connection to diverse communities.

Thank you for applying! Those not selected to serve on the commission are encouraged to participate in the Redistricting process. Stay informed by visiting [Sunnyvale.ca.gov/redistricting](https://www.sunnyvale.ca.gov/redistricting).

**City of Sunnyvale**  
**SUPPLEMENTAL BACKGROUND INFORMATION**

**COMPLETION OF THIS PAGE IS OPTIONAL. This page will be removed from your application prior to review.**

**IMPORTANT NOTICE**

Section 1233 of the California Government Code gives each applicant the opportunity to voluntarily indicate his/her identification on an application. The following information will be used by the City of Sunnyvale in conducting research and compiling statistical reports regarding the composition of applicants. It is illegal to use this information to discriminate against, or give preference to, a person for appointment. This page will be removed from your application and will not be a part of the application review process.

**What is your racial/ethnic background? (Place an "X" next to your answer)**

- ☐ **Asian or Pacific Islander:** All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.  
**Country of origin:** \_\_\_\_\_
- ☐ **Black (not of Hispanic Origins):** All persons having origins in any of the Black racial groups of Africa.
- ☐ **Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central/South American, or other Spanish cultures, regardless of race.
- ☐ **Native American Or Alaskan Native:** All persons having origins in any of the original peoples of North American, or who maintain cultural identification through tribal affiliation.
- ☐ **White (not of Hispanic Origin):** All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Thank you for completing this page.

Please return it with your application to the Office of the City Clerk, 456 West Olive Ave, Sunnyvale, CA 94088-3707. (408) 730-7480, TDD (408) 730-7501, Fax (408) 730-0707.





# City of Sunnyvale

## Agenda Item

21-0061

Agenda Date: 2/23/2021

### REPORT TO COUNCIL

#### SUBJECT

Authorize the City Manager to Enter into an Agreement with Our City Forest for Planting Trees on Homeowner's Private Property and Approve Budget Modification No. 17

#### BACKGROUND

City Council adopted the Urban Forest Management Plan (UFMP) in September 2014 (RTC 14-0396). The overall goal of the plan is to help sustain, protect and enhance the urban forest in the City of Sunnyvale in order to maximize the many benefits that it provides to residents. The urban forest is comprised of three main groups of trees including trees located on City-owned property, trees located in the public right-of-way (ROW) and trees located on private property outside of the ROW.

Major goals of the plan include:

- Increase tree canopy cover to maximize ecosystem benefits provided by the urban forest.
- Choose and locate new trees in all vacant planting spaces to maximize tree-related benefits and minimize maintenance costs.
- Develop an urban forest canopy that is stable over the long term.
- Maintain city trees to maximize benefits and minimize hazard, nuisance, hardscape damage, and maintenance costs.
- Facilitate collaboration among City departments related to issues and projects involving trees.
- Foster community support for maintaining and improving Sunnyvale's urban forest.
- Encourage proper tree management on private property.

Staff has been making consistent progress on the implementation of the UFMP since its inception. Currently the Trees Division is considering ways of working toward the goal of encouraging proper tree management on private property. To this end, an opportunity to partner with Our City Forest (OCF) to offer subsidized trees to Sunnyvale residents to be planted on the resident's private property has come forward. This program would only be available for planting trees on the resident's private property and not on City property or the ROW.

#### EXISTING POLICY

**GOAL CV-1 COMMUNITY PARTICIPATION AND ENGAGEMENT** - Achieve a community in which citizens and businesses are informed about local issues and City programs and services are actively involved in shaping the quality of life and participate in local community and government activities.

#### **GOAL LT-2: ENVIRONMENTALLY SUSTAINABLE LAND USE AND TRANSPORTATION PLANNING AND DEVELOPMENT**

Urban Forestry

- Policy LT-2.3 Accelerate the planting of large canopy trees to increase tree coverage in

Sunnyvale in order to add to the scenic beauty and walkability of the community; provide environmental benefits such as air quality improvements, wildlife habitat, and reduction of heat islands; and enhance the health, safety, and welfare of residents.

- Policy LT-2.4 Maintain and regularly review and update regulations and practices for the planting, protection, removal, replacement, and long-term management of large trees on private property and City-owned golf courses and parks.
- Policy LT-2.5 Recognize the value of protected trees and heritage landmark trees (as defined in City ordinances) to the legacy, character, and livability of the community by expanding the designation and protection of large signature and native trees on private property and in City parks.

Pursuant to Sunnyvale Charter Section 1305, at any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by affirmative votes of at least four members so as to authorize the transfer of unused balances appropriated for one purpose to another, or to appropriate available revenue not included in the budget.

### **ENVIRONMENTAL REVIEW**

This project is categorically exempt pursuant to California Environmental Quality Act Guidelines section 15304 for minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of mature, scenic trees except for forestry and agricultural purposes.

### **DISCUSSION**

The idea for this program was brought forward by Sunnyvale Urban Forest Advocates (SUFA), a volunteer Sunnyvale Community Group dedicated to enhancing Sunnyvale's urban forest, to Mayor Klein who suggested it be discussed at City Council. Our City Forest (OCF) is a San Jose based non-profit urban forestry and environmental stewardship organization focused on appreciation, protection, growth and maintenance of our urban ecosystem. Under the proposed program Sunnyvale residents would apply for a cost subsidized tree to be planted by OCF. The total cost is \$350 per tree. Sunnyvale residents will pay \$50 directly to OCF, with the remaining \$300 to be paid by the City of Sunnyvale to an amount not to exceed \$15,000. As part of the program, before a tree is planted the resident must receive training on proper tree care and sign a Tree Stewardship Application (Attachment 2). OCF monitors the Agreement for three years with regular correspondence on how the tree is progressing, Sunnyvale's Trees Division will coordinate with OCF to facilitate the selection, purchase, and planting of the trees as part of the program. At times it can be challenging to find locations on City property to expand the urban forest. This program would allow for an increase in the tree canopy on resident's available property, which will provide an overall benefit to the City.

### **FISCAL IMPACT**

Under this proposal, the portion to be paid by the City is not to exceed \$15,000 for the program and is proposed to be funded by the City Council set aside. Trees staff time to facilitate the program will be absorbed in the current operating budget. City will reimburse OCF twice yearly for costs. The program will terminate once all City funds for the program have been spent or after two years, whichever comes first.

The FY 2020/21 Council Set Aside started at \$100,000 and has a current balance of \$17,500. As part of the budget process, there were three allocations made of the Council Set Aside, \$20,000 for the Bike Rack Installation in Commercial Areas project, \$50,000 for the Cricket Stadium and Baylands

Park Study, and \$12,500 for the Sister City project. Staff recommends approval of Budget Modification No. 17 to fund the project.

**Budget Modification No. 17  
FY 2021/22**

	<b>Current</b>	<b>Increase/ (Decrease)</b>	<b>Revised</b>
<b>General Fund</b>			
<u>Expenditures</u>			
Project 829630 - Council Set Aside	\$17,500	(\$15,000)	\$2,500
 New Project - Contribution to Our City Forest		\$15,000	\$15,000

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**ALTERNATIVES**

1. Authorize the City Manager to execute a Cooperative Services Agreement with Our City Forest to plant trees on homeowner private property and Approve Budget Modification No. 17 in the Amount of \$15,000.
2. Do not authorize the City Manager to execute a Cooperative Services Agreement with Our City Forest to plant trees on homeowner private property and do not approve Budget Modification No. 17.

**STAFF RECOMMENDATION**

Alternative 1: Authorize the City Manager to execute a Cooperative Services Agreement with Our City Forest to plant trees on homeowner private property and Approve Budget Modification No. 17 in the Amount of \$15,000.

Prepared by: Jim Stark, Superintendent of Parks

Reviewed by: Tim Kirby, Director of Finance

Reviewed by: Chip Taylor, Director, Public Works

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Cooperative Services Agreement with Our City Forest and the City
2. Example contract between Our City Forest and Resident

**COOPERATIVE SERVICES  
AGREEMENT BETWEEN OUR  
CITY'S FOREST AND THE CITY OF  
SUNNYVALE**

THIS AGREEMENT is made and entered into on \_\_\_\_\_, 2021 by and between the CITY OF SUNNYVALE (hereinafter referred to as CITY), a California municipal corporation and Our City Forest, 646 N. King Rd., San Jose, CA 95133, 408-998-7337 (hereinafter referred to as CONTRACTOR) and collectively referred to as "the Parties".

WHEREAS, the Parties would like to enter into a Cooperative Services Agreement ("Agreement") for a pilot project to allow CONTRACTOR to plant trees on private residential properties within the CITY; and

WHEREAS, the CITY shall subsidize the planting of the trees on private residential properties and CONTRACTOR shall enter into agreements with each private resident regarding the respective rights and obligations between CONTRACTOR and private residents; and

NOW THEREFORE in consideration of their mutual covenants, the parties hereto agree as follows:

**1. SCOPE OF WORK.** CONTRACTOR shall provide or furnish the following specified services and/or materials:

Plant trees in Sunnyvale on residential private property using volunteer and AmeriCorps labor. Services include the cost of the tree and labor to properly plant the tree based on International Society of Arboriculture (ISA) standards. CONTRACTOR will assist the property owner in tree species selection from the City provided approved list of trees (Exhibit A – Sunnyvale Tree Species List) . CITY must approve tree species selection prior to the tree being planted. Outreach and education will also be provided by CONTRACTOR to the resident in regard to proper tree care in either electronic or written form at the time of or prior to the tree being planted. CITY will also provide outreach by marketing the program to residents via normal City channels of communication. CONTRACTOR will provide CITY with a copy of the Tree Stewardship Application for approval prior to planting and a photo of the planted tree once installed.

**2. TERM.** The services and/or materials furnished under this Agreement shall commence upon the signing of this contract and will terminate when all City funding for the agreement is exhausted or at the end of two (2) years, whichever occurs first.

**3. COMPENSATION.** For the full performance of this Agreement, CITY shall pay CONTRACTOR on a time and materials basis in an amount not to exceed \$15,000 unless

authorized otherwise by CITY, at a cost of \$300 per tree planted after the homeowner has paid CONTRACTOR a \$50 application fee. The application must be approved by CITY prior to planting. Payments are to be made on a semi-annual basis. OCF will submit invoices to CITY (Tree Division) June 1<sup>st</sup> and December 1<sup>st</sup> of each year the program is in effect and CITY will pay within 60 days upon receipt of invoice. The invoices shall include the residential address where the trees were planted, the tree species, and a copy of the residential contract.

**4. JURISDICTION, VENUE AND INTEGRATION CLAUSE.** This Agreement shall be governed by the laws of the State of California and venue shall be in the superior courts of Santa Clara County. This Agreement constitutes the entire agreement between the parties regarding its subject matter. If any provision in this Agreement is held by any court or trier of fact to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

**5. INDEMNIFICATION AND HOLD HARMLESS.** With respect to any services provided by CONTRACTOR under this Agreement, the CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by, pertaining or relating to, or arising out of, or alleged to have been caused by or arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of CITY. CITY shall not be liable for any acts of CONTRACTOR in performing services described herein.

With respect to all matters other than those covered by the foregoing paragraph, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY, its officers, agents and employees from any and all claims, actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by or arising out of, or alleged to have been caused by or arise out of the performance of this Agreement, except for any claims, actions, causes of action, losses, damages, costs or liabilities proximately caused by the sole negligence or willful misconduct of CITY. CITY shall not be liable for acts of CONTRACTOR in performing services described herein.

In the event that this contract is subject to California Civil Code section 2782(b), the foregoing indemnity provisions shall not apply to any liability for the active negligence of the City.

The foregoing indemnity provisions are intended to fully allocate all risk of liability to CONTRACTOR with respect to third-parties. No other rights of indemnity or contribution shall exist between the parties in law or in equity. The provisions set forth in this section shall

survive the termination of this Agreement.

**6. INSURANCE.** CONTRACTOR shall provide the following before commencing any services under this agreement.

**A. GENERAL LIABILITY INSURANCE:** CONTRACTOR shall provide commercial general liability, broad form general liability and business automobile liability insurance in connection with the CONTRACTOR'S performance, in the amount of not less than \$1,000,000 per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location, or the general aggregate limit shall be twice the required occurrence limit. Liability policies shall be endorsed to name CITY, its officers, volunteers, and employees as "insureds" under said insurance coverage and to state that such insurance shall be deemed "primary" such that any other insurance that may be carried by CITY shall be excess thereto. Such insurance shall be on an "occurrence," not a "claims made," basis and shall not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY (10 day notice for non-payment of premium). Endorsements shall be provided by or acceptable to the CITY.

**B. WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:** During its performance or service, CONTRACTOR shall maintain Workers' Compensation and Employers Liability insurance for all of its employees who are in any way connected with performance of these services. The Workers' Compensation Insurance shall comply with all applicable State laws. Employers Liability coverage shall be for a minimum of \$1,000,000. The CONTRACTOR shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.

It is a requirement of this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in this Agreement shall be available to the City when the City is named as an additional insured pursuant to this Agreement. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever affords greater coverage.

**C. CERTIFICATES OF INSURANCE:** CONTRACTOR shall furnish CITY a certificate of insurance, duly authenticated, evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance of copies of policies as may be reasonably required by CITY from time to time. Satisfactory evidence of said coverage shall be required within ten (10) days of award of contract.

**7. NON-DISCRIMINATION.** No discrimination shall be made in the employment of persons under this agreement because of the race, color, national origin, ancestry, religion or sex of such person.

**8. INDEPENDENT CONTRACTOR.** It is understood and agreed that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between CITY and CONTRACTOR. At all times, CONTRACTOR shall be deemed to be an independent contractor and CONTRACTOR is not authorized to bind the CITY to any contracts or other obligations in executing this agreement. CONTRACTOR certifies that no one who has or will have any financial interest under this agreement is an officer or employee of CITY.

**9. ASSIGNMENT AND AMENDMENTS.** This agreement shall not be assigned or transferred without the written consent of the CITY. No changes or variations of any kind are authorized without the written consent of the CITY.

**10. PUBLIC WORKS PROJECT.** In the event this Agreement requires the CONTRACTOR to provide services within the definition of public projects pursuant to California Public Contracts Code Section 20161, the additional terms and conditions stated below shall be in full force and effect:

ARTICLE I. The general prevailing wage rates heretofore specified and any minimum wage rates indicated in the Special Provisions are hereby specifically referred to and by this reference are made a part of this contract.

ARTICLE II. In accordance with the provisions of Section 3700 of the Labor Code, every CONTRACTOR will be required to secure the payment of compensation to his or her employees.

ARTICLE III. By my signature below, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

ARTICLE IV. The improvement contemplated in the performance of this Agreement is an improvement over which the CITY shall exercise general supervision. The CITY shall have the right to assume full and direct control over this Agreement whenever the CITY, at its sole discretion, shall determine that its responsibility to the United States or the State of California so requires.

ARTICLE V. The CONTRACTOR agrees to receive and accept the prices indicated in the CONTRACTOR's signed Proposal as full compensation for furnishing all materials and for doing all the work completed and embraced in this Agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the CITY, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work, and the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Engineer under them.

ARTICLE VI. CONTRACTOR shall be responsible for complying with the provisions of Section 1776 of the California Labor Code concerning payroll records.

ARTICLE VII. CONTRACTOR shall be responsible for complying with the provisions of California Labor Code Sections 1777.5 through 1777.7, inclusive, concerning apprentices.

ARTICLE VII. CONTRACTOR shall be responsible for complying with the provisions of California Labor Code Sections 1810 through 1815, inclusive, concerning working hours.

ARTICLE IX. CONTRACTOR shall be responsible for complying with the provisions of California Public Contracts Code Section 7104 regarding trenching and excavation that extend deeper than four (4) feet below the surface.

ARTICLE X. Time is of the essence in the performance of this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of working days as set forth in the special provisions, damage will be sustained by the CITY, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay; and it is therefore agreed that the CONTRACTOR will pay to the CITY liquidated damages for each and every calendar day's delay in finishing the work in excess of the number of working day's prescribed, in the amount of \$ *N/A* per day. The CITY further agrees that the CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such a delay was caused by the failure of the CITY or the owner of the utility to provide for removal or relocation of such utility facilities as set forth in California Government Code Section 4215.

**11. PREVAILING WAGES.** This contract may be for a public work as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code. CONTRACTOR and any subcontractors under the CONTRACTOR shall comply with Section 1782 of the California Labor Code and Sunnyvale Municipal Code Section 2.09.220 and any and all regulations concerning prevailing



wages.

**12. TERMINATION.** Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement at any time, with or without cause, in its sole discretion, by giving notice in writing to CONTRACTOR of such termination. In the event of such termination, CONTRACTOR shall have the right and obligation to immediately assemble the work then in progress for the purpose of completing the work and turning over all materials and documents to CITY. In the event of such termination, CONTRACTOR shall be compensated for all work and services performed to the point of termination in accordance with the payment provisions set forth in Section 2.1, unless the termination is for cause, in which event CONTRACTOR need be compensated only to the extent required by law.

**13. COUNTERPARTS.** The Parties may execute this Agreement in counterpart.

**14. PARTY COORDINATORS.** The Parties shall specify a coordinator for notices and coordination named below and modified only upon written notice provided to the other Party:

CONTRACTOR: Rhonda Berry  
Our City Forest  
646 N. King Rd.  
San Jose, CA 95133  
(408)-998-7337  
[rberry@ourcityforest.org](mailto:rberry@ourcityforest.org)

CITY: Jim Stark  
City of Sunnyvale  
456 W. Olive Ave  
Sunnyvale, CA 94086  
(408) 730-7506  
[jstark@sunnyvale.ca.gov](mailto:jstark@sunnyvale.ca.gov)

This Agreement shall become effective upon execution by the Parties, and on the day and year first written above.

**CONTRACTOR:**

**CITY OF SUNNYVALE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sr. Assistant City Attorney

Size Range	Scientific name	Common name	Notes	Size
<b>LARGE</b>	<i>Acer macrophyllum</i>	Bigleaf maple	Maples require routine summer water	L
Large Canopy	<i>Acer negundo</i>	Box elder	Maples require routine summer water	L
40 - 100 feet	<i>Aesculus californica</i>	California buckeye	Summer deciduous in unirrigated sites	L
at maturity	<i>Afrocarpus gracilior</i> ( <i>Afrocarpus falcatus</i> )	African fern pine	Fun fact: neither a fern nor a pine	L
	<i>Brachychiton acerifolia</i>	Flame Bottle tree		L
	<i>Brachychiton populneus</i>	Bottle tree		L
	<i>Catalpa speciosa</i>	Northern catalpa		L
	<i>Cedrus deodara</i>	Deodar cedar		L
	<i>Celtis australis</i>	European Hackberry		L
	<i>Cinamomum camphora</i>	Camphor Tree		L
	<i>Fagus sylvatica</i> 'Atropunicea'	Purple Leaf Beech	Requires summer water	L
	<i>Fraxinus americana</i> 'Autumn Purple'	Autumn Purple Ash		L
	<i>Fraxinus velutina</i> 'Rio Grande'	Rio Grande Ash		L
	<i>Ginkgo biloba</i>	Ginkgo	Female trees have odiferous fruit	L
	<i>Ginkgo biloba</i> 'Autumn Gold'	Ginkgo	Male cultivar - no fruit	L
	<i>Lophostemon confertus</i>	Brisbane box		L
	<i>Magnolia grandiflora</i>	Southern magnolia	Requires summer water	L
	<i>Melia azedarach</i>	Chinaberry		L
	<i>Pinus camariensis</i>	Canary Is. Pine	Large pine - very drought tolerant - columnar	L
	<i>Pinus pinea</i>	Italian stone pine	Large pine - very drought tolerant - very broad canopy	L
	<i>Platanus acerifolia</i> 'Yarwood'	Yarwood Sycamore		L
	<i>Platanus racemosa</i>	California sycamore		L

	<i>Platanus racemosa</i> 'Roberts'	Robert's' CA sycamore	Strong central leader, straight trunk	L
	<i>Platanus x acerfolia</i> ( <i>Platanus</i> × <i>hispanica</i> )	London plane tree		L
	<i>Podocarpus macrophyllus</i>	Yew pine	Fun fact: neither a yew nor a pine	L
	<i>Quercus agrifolia</i>	Coast live oak	Native to Sunnyvale	L
	<i>Quercus buckleyi</i>	Texas Red oak		L
	<i>Quercus douglasii</i>	Black oak	Very drought tolerant - slow to moderate growth	L
	<i>Quercus engelmannii</i>	Engelman oak		L
	<i>Quercus frainetto</i> 'Forest Green'	Forest Green oak	Similarly-sized cultivars ok	L
	<i>Quercus ilex</i>	Holly Oak		L
	<i>Quercus lobata</i>	Valley oak		L
	<i>Quercus macrocarpa</i>	Bur oak		L
	<i>Quercus macrocarpa</i> 'Urban Pinnacle'	Urban Pinnacle oak	Very narrow	L
	<i>Quercus shumardii</i>	Shumard oak		L
	<i>Quercus suber</i>	cork oak		L
	<i>Quercus virginiana</i>	Sothorn Live Oak		L

Size Range	Scientific name	Common name	Notes	Size
	<i>Sequoia sempervirens</i>	Coast Redwood	Summer water required; a very large tree, needs space	L
	<i>Styphnolobium japonicum</i> ( <i>Sophora japonica</i> )	Japanese pagoda tree		L
	<i>Taxodium distichum</i>	Bald cypress	Can tolerate wet conditions, ok in lawns	L
	<i>Tilia tomentosa</i> 'Sterling'	Silver linden	Similarly-sized cultivars ok (Green Mountain)	L
	<i>Ulmus davidiana</i> var. <i>japonica</i> 'Morton'	Accolade elm	Similarly-sized cultivars ok ( <i>Ulmus japonica</i> x <i>wilsonian</i> )	L
	<i>Ulmus parvifolia</i>	Chinese elm	Similarly-sized cultivars ok	L
	<i>Umbellularia californica</i>	California bay laurel	Cohost for Sudden Oak Death disease in Q. agrifolia	L
	<i>x Cupressocyparis leylandii</i>	Leyland cypress	Columnar, wider at the base	L
	<i>Zelkova serrata</i>	Zelkova	Similarly-sized cultivars ok	L
Size Range	Scientific name	Common name	Notes	Size
<b>MEDIUM</b>	<i>Acer buergerianum</i>	Trident Maple	Maples require routine summer water	M
Medium Canopy	<i>Acer campestre</i>	Hedge Maple	Maples require routine summer water	M
25-40 feet	<i>Acer campestre</i> 'Evelyn'	Queen Elizabeth Maple	Maples require routine summer water	M
at maturity	<i>Acer rubrum</i> 'October Glory'	October Glory maple	Maples require routine summer water	M
	<i>Acer x freemanii</i> 'Jeffersred'	Freeman Maple	Maples require routine summer water	M
	<i>Aesculus x carnea</i> 'Briotii'	Red horsechestnut		M
	<i>Arbutus</i> 'Marina'	Marina madrone		M
	<i>Betula nigra</i> 'BNMTF'	River Birch		M
	<i>Betula nigra</i> 'Heritage'	River Birch - Heritage		M
	<i>Carpinus betulus</i>	European hornbeam	Similarly-sized cultivars ok	M
	<i>Cupaniopsis anacardioides</i>	carrotwood		M

	<i>Cupressus arizonica</i> ( <i>Hesperocyparis arizonica</i> )	Arizona cypress		M
	<i>Geijera parviflora</i>	Australian willow		M
	<i>Gymnocladus dioicus</i> 'Espresso'	Kentucky coffee tree		M
	<i>Jacaranda mimosifolia</i>	jacaranda		M
	<i>Koelreuteria bipinnata</i>	Chinese flame tree		M
	<i>Koelreuteria paniculata</i>	Goldenrain tree		M
	<i>Laurus nobilis</i>	Grecian Laurel - Sweet Bay		M
	<i>Laurus nobilis</i> 'Saratoga'	Saratoga Sweet Bay		M
	<i>Maackia amurensis</i> 'JFS-Schichtell'	Maacnificent maackia		M
	<i>Morus alba</i> 'Fruitless'	Fruitless mulberry		M
	<i>Nyssa sylvatica</i> 'Haymanred'	Red rage tupelo	Requires summer water	M
	<i>Olea europaea</i> 'Wilson'	Fruitless olive	Similarly-sized cultivars ok; must be fruitless	M
	<i>Parrotia persica</i> 'Vanessa'	Persian ironwood		M
	<i>Pistacia chinensis</i>	Chinese pistache		M
	<i>Podocarpus henkelii</i>	Long Leafed Yellowwood		M
	<i>Quercus robur x alba</i> 'Streetspire'	Streetspire oak	Very narrow	M

Size Range	Scientific name	Common name	Notes	Size
	<i>Rhus lancea</i>	African sumac		M
	<i>Robinia x ambigua</i> 'Purple Robe'	Purple robe locust		M
	<i>Schinus molle</i>	Peruvian Pepper		M
	<i>Tristanopsis laurina</i> +1:112 'Elegant'	Elegant Water Gum		M
	<i>Ulmus propinqua</i> 'Emerald Sunshine'	Emerald Sunshine elm	Similarly-sized cultivars ok	M
	<i>Ulmus x</i> 'Frontier'	Frontier elm	Similarly-sized cultivars ok	M
	<i>Zelkova serrata</i> 'Musashino'	Musashino zelkova	Similarly-sized cultivars ok	M
Size Range	Scientific name	Common name	Notes	Size
<b>SMALL</b>	<i>Acer grandidentatum</i>	Bigtooth maple		S
Small Canopy	<i>Acer grandidentatum</i> 'JFS-NuMex 3'	Mesa glow maple		S
less than	<i>Arbutus unedo</i>	Strawberry tree		S
25 feet	<i>Cercis canadensis</i>	Eastern redbud		S
	<i>Cercis occidentalis</i>	Western redbud		S
	<i>Chilopsis linearis</i>	Desert Willow		S
	<i>Chionanthus retusus</i>	Chinese Fringe		S
	<i>Chitalpa tashkentensis</i>	Chitalpa	Similarly-sized cultivars ok	S
	<i>Lagerstroemia x Muskegee</i>	Crape Myrtle		S
	<i>Lagerstroemia x Natchez</i>	Crape Myrtle		S
	<i>Lagerstroemia x 'Tuscarora'</i>	Crape Myrtle		S
	<i>Prunus caroliniana</i>	Carolina laurel cherry		S
	<i>Prunus ilicifolia</i> ssp. <i>ilicifolia</i>	Holly-Leafed Cherry		S
	<i>Zelkova</i> 'City Sprite'	City Sprite zelkova	Similarly-sized cultivars ok	S

	<i>Zelkova 'Schmidtlow'</i>	Wireless zelkova	Similarly-sized cultivars ok	S
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# OUR CITY FOREST

## TREE STEWARDSHIP APPLICATION

Attachment 2  
Page 1 of 2

We believe in the **POWER OF TREES** to transform homes, communities and cities. Mature trees clean air, fight drought, prevent crime and provide beauty for generations. For a healthy urban forest, our job is to help plant the **RIGHT TREE** in the **RIGHT PLACE** with the **RIGHT CARE**. Let's get started.

### TELL US ABOUT YOUR TREE

#### WHERE WOULD YOU LIKE YOUR TREE?

\_\_\_ Front Yard

\_\_\_ Back Yard

\_\_\_ Other: \_\_\_\_\_

#### REMOVAL REPLACEMENTS:

☐

I am replacing a tree that was recently removed.

☐

The stump has been fully removed (24" in depth).

*\*Must be fully removed to plant.*

#### SPECIES

We will help you get the right tree for the right place! Include desired characteristics like Deciduous or Evergreen, flowering or non-, drought-tolerant, height, etc.

#### PLANTING ADDRESS

\_\_\_\_\_  
Name of Property Owner

\_\_\_\_\_  
Email

\_\_\_\_\_  
Address

\_\_\_\_\_  
Neighborhood

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone

### TELL US ABOUT YOU

#### TREE STEWARD INFO

A Tree Steward is the person who will be caring for the tree. \*See below for details.

☐

I am both the Tree Steward and the Property Owner. *\*If checked, skip to the Special Requests question below.*

\_\_\_\_\_  
Name of Tree Steward

\_\_\_\_\_  
Email

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone

#### SPECIAL REQUESTS

☐

I am a senior citizen **or**

☐

I am a person with a disability and need assistance to help plant my tree.

☐

I would like for Our City Forest to plant for me.

☐

I would like to help coordinate a planting for my neighborhood or street.

**PLEASE FILL OUT BOTH SIDES OF THIS FORM, SIGNATURE IS REQUIRED.**



## I AGREE TO CARE FOR MY TREE

I agree to maintain the tree(s) for a period of **three years** following the Stewardship Care Required outlined below. I agree to return stewardship surveys, which will be sent periodically. I understand that Our City Forest (OCF) provides information on the care of the tree(s) and that it is my responsibility, as the Tree Steward, to oversee their care. To ensure program success, I will plant the tree(s) at the address provided. I am aware that I am responsible for trees on my property for the duration of their life per the city code.

### STEWARDSHIP CARE REQUIRED:

- ☐ WATER THE TREE(S) REGULARLY: 10 - 15 gallons per week.
- ☐ PROVIDE NECESSARY PRUNING: OCF can provide pruning information, recommendations and instructions.
- ☐ KEEP THE WATERING BASIN MAINTAINED: Remove debris, grass and other plants; maintain soil berm and mulch
- ☐ KEEP THE TREE(S) PROPERLY STAKED: Adjust and remove as necessary.
- ☐ RETURN STAKE(S) AFTER 2-3 YEARS: Please return to the nursery at 1000 Spring St. San José,. Stake pick-up is available for seniors and disabled residents.
- ☐ MONITOR THE HEALTH OF THE TREE(S): Contact OCF if you need assistance and complete stewardship surveys which will be sent via email.

SIGN HERE

Tree Steward Signature

Date

SIGN HERE

Property Owner Signature *\*Only required if different from Tree Steward*

Date

## NEXT STEPS

- 1** Please EMAIL, MAIL or FAX this form to:  
trees@ourcityforest.org  
Our City Forest, 646 N. King Rd., San José, CA 95133  
f: (408) 998-1078

- 2** Our City Forest will contact you as soon as possible to coordinate a site visit, schedule a planting demo and provide you with more information regarding costs and further instructions.

Questions? Call (408) 998-7337x124

### HOW DID YOU HEAR ABOUT OUR CITY FOREST?

- ☐ COMMUNITY EVENT    ☐ MARKETING, FLYERS OR DOORHANGING    ☐ CITY (PERMITTING OR OTHER)    ☐ FRIEND, FAMILY OR NEIGHBOR    ☐ MEDIA    ☐ OTHER: \_\_\_\_\_

## KEEP IT GROWING

All donations are tax-deductible and help cover cost for materials, care, transportation, and our mission to make trees available to all.

Payment is \$50 per tree.

Make payment at **OURCITYFOREST.ORG/DONATE** or make check payable to: **OUR CITY FOREST.**

Our City Forest is a 501(c)3 non-profit - EIN# 77-0371911





# City of Sunnyvale

## Agenda Item

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**21-0244**

**Agenda Date: 2/23/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Annual Review and Approval of City's Code of Ethics and Conduct for Elected and Appointed Officials

#### **DISCUSSION**

This report represents Council's annual opportunity to review and revise the City's Code of Ethics and Conduct for Elected and Appointed Officials (hereafter referred to as "the Code").

The Code contains a section on ethical standards and a section on conduct which describes the way officials should treat one another, City staff, constituents, and others with whom they may come in contact with while representing the City.

No substantive changes to the Code are proposed by staff. The draft included as Attachment 1 contains the following changes to the Model of Excellence: adding a "Name" field; and removing the "City Council Seat #" field (see Attachment 1, Page 19).

The City's boards and commissions that meet on a regular basis completed their annual review of the Code during the months of September 2020 through January 2021. The Board of Building Code Appeals and the Personnel Board, which meet only on an as-needed basis, will review the Code at a future meeting yet to be scheduled.

The only Board or Commission with comments was the Planning Commission with the following motion that passed 7 - 0: recommend the City Council initiate "...a formal review of the Code of Ethics and Conduct for Elected and Appointed Officials, a process which would include involvement from members of different Boards and Commissions." Excerpts of the Planning Commissions minutes can be found in Attachment 8. If Council wants to pursue this Planning Commission recommendation, staff has included Alternative 2 to refer the matter to the Council Subcommittee on Board and Commission Bylaws for discussion and possible action.

#### **ENVIRONMENTAL REVIEW**

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (b) (5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

#### **EXISTING POLICY**

2020 Code of Ethics and Conduct for Elected and Appointed Officials.

**FISCAL IMPACT**

There is no fiscal impact associated with this report.

**PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

**ALTERNATIVES**

1. Review and approve the 2021 Code of Ethics and Conduct for Elected and Appointed Officials with non-substantive changes from the 2020 Code as set forth in Attachment 1 to the report.
2. Refer the Planning Commission's request to the Council Subcommittee on Board and Commission Bylaws for discussion and possible action.
3. Other direction as provided by Council.

**RECOMMENDATION**

Alternative 1: Review and approve the 2021 Code of Ethics and Conduct for Elected and Appointed Officials with non-substantive changes from the 2020 Code as set forth in Attachment 1 to the report.

Prepared by: David Carnahan, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager

**ATTACHMENTS**

1. Proposed 2021 Code of Ethics and Conduct for Elected and Appointed Officials
2. Excerpt of Arts Commission Minutes
3. Excerpt of Bicycle and Pedestrian Advisory Commission Minutes
4. Excerpt of Board of Library Trustees Minutes
5. Excerpt of Heritage Preservation Commission Minutes
6. Excerpt of Housing and Human Services Commission Minutes
7. Excerpt of Parks and Recreation Commission Minutes
8. Excerpt of Planning Commission Minutes
9. Excerpt of Sustainability Commission Minutes



## **City of Sunnyvale**

### **~~2020~~2021 Code of Ethics and Conduct for Elected and Appointed Officials**

*"Conduct is three-fourths of our life and its largest concern."*

*-- Matthew Arnold*

## Table of Contents

<b><u>Title</u></b>	<b><u>Page No.</u></b>
A. Ethics	3
B. Conduct	5
1. Elected and Appointed Officials' Conduct with One Another	5
2. Elected and Appointed Officials' Conduct with City Staff	7
3. Elected and Appointed Officials' Conduct with the Public	10
4. Council Conduct with Other Public Agencies	12
5. Council Conduct with Boards and Commissions	12
6. Conduct with the Media	13
C. Sanctions	14
D. Principles of Proper Conduct	16
E. Checklist for Monitoring Conduct	17
F. Glossary of Terms	17
G. Implementation	17
APPENDIX A - Model of Excellence Member Statement	19

*For ease of reference in the Code of Ethics and Conduct, the term "member" refers to any member of the Sunnyvale City Council or the City's boards and commissions established by the City Charter, City Ordinance or Council policy.*

## **Policy Purpose**

The Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation.

## **A. ETHICS**

The citizens and businesses of Sunnyvale are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. In keeping with the City of Sunnyvale Commitment to Excellence, the effective functioning of democratic government therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Sunnyvale City Council has adopted a Code of Ethics and Conduct for members of the City Council and of the City's boards and commissions to assure public confidence in the integrity of local government and its effective and fair operation. The Ethics section of the City's Code of Ethics and Conduct provides guidance on ethical issues and questions of right and wrong.

1. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Sunnyvale and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Sunnyvale City Council, boards and commissions.
2. Comply with both the spirit and the letter of the Law and City Policy. Members shall comply with the laws of the nation, the State of California and the City of Sunnyvale in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; the Sunnyvale City Charter; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.
3. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards and commissions, the staff or public.
4. Respect for Process. Members shall perform their duties in accordance with the processes and rules of order established by the City Council and board and commissions governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

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5. Conduct of Public Meetings. Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers; making personal comments not germane to the business of the body; or otherwise interfering with the orderly conduct of meetings.
6. Decisions Based on Merit. Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
7. Communication. Members shall publicly disclose substantive information that is relevant to a matter under consideration by the Council or boards and commissions, which they may have received from sources outside of the public decision-making process.
8. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest, or where they have an organizational responsibility or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.
9. Gifts and Favors. Members shall not take any special advantage of services or opportunities for personal gain, by virtue of their public office, that are not available to the public in general. They shall refrain from accepting any gifts, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.
10. Confidential Information. Members shall respect the confidentiality of information concerning the property, personnel or affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
11. Use of Public Resources. Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
12. Representation of Private Interests. In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City, nor shall members of boards and commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
13. Advocacy. Members shall represent the official policies or positions of the City Council, board or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

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Councilmembers and board and commission members have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention or display endorsements during Council meetings, board/commission meetings, or other official City meetings.

14. **Policy Role of Members.** Members shall respect and adhere to the council-manager structure of Sunnyvale City government as outlined by the Sunnyvale City Charter. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards and commissions, and City staff. Except as provided by the City Charter, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.
15. **Independence of boards and commissions.** Because of the value of the independent advice of boards and commissions to the public decision-making process, members of Council shall refrain from using their position to unduly influence the deliberations or outcomes of board and commission proceedings.
16. **Positive Work Place Environment.** Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

## **B. CONDUCT**

The Conduct section of the City's Code of Ethics and Conduct is designed to describe the manner in which Councilmembers and board and commission members should treat one another, City staff, constituents, and others they come into contact with in representing the City of Sunnyvale. It reflects the work of a Council Policy and Protocol Subcommittee that was charged with defining more clearly the behavior, manners, and courtesies that are suitable for various occasions. The Subcommittee also considered a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect." Councilmembers experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected and appointed officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual through words and actions is the touchstone that can help guide Councilmembers and board and commission members to do the right thing in even the most difficult situations.

### **1. Elected and Appointed Officials' Conduct with One Another**

*"In life, courtesy and self-possession, and in the arts, style, are the sensible impressions of the free mind, for both arise out of a deliberate shaping of all things and from never being swept away, whatever the emotion, into confusion or dullness."  
-- William Butler Yeats*

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Elected and appointed officials are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may "agree to disagree" on contentious issues.

### **1(a). In Public Meetings**

#### *Use formal titles*

Elected and appointed officials should refer to one another formally during public meetings, such as Mayor, Vice Mayor, Chair, Commissioner or Councilmember followed by the individual's last name.

#### *Practice civility and decorum in discussions and debate*

Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, public officials to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated.

#### *Honor the role of the chair in maintaining order*

It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

#### *Avoid personal comments that could offend other members*

If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.

#### *Demonstrate effective problem-solving approaches*

Members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Outside of official board or commission meetings, individual board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose. In private settings, board and commission members may communicate at any time and on any subject with individual members of the City Council, and may express to them individual viewpoints and opinions. In public, however, all members shall represent the official policies or positions of their board or commission, with the following exception. During a Council public hearing on any item addressed by the board or commission, any member may speak under standard time limits, but shall indicate whether their testimony represents an official position (majority opinion) or a minority opinion of the board/commission to which they belong. The chair shall represent the majority view of the board or commission, but may report on any minority views as well, including his or her own. When an official

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board or commission position differs from staff's recommendation on a particular policy issue, then at the Mayor's discretion additional time may be provided to the chair of the board or commission (or his/her designee) to explain the position of the board/commission or to rebut statements made by staff or the public. If new information is brought to light during a public hearing which was not shared previously with the board or commission, the Mayor may allow the board or commission chair to respond. If the Council deems the new information sufficient to warrant additional study, then by majority vote Council may remand the issue back to the board or commission for further study prior to taking other action itself.

Individual opinions and positions may be expressed by board and commission members regarding items that have not come before the particular board/commission to which they belong. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Sunnyvale, nor will they allow the inference that they do.

Although a board or commission may disagree with the final decision the Council makes, the board or commission shall not act in any manner contrary to the established policy adopted by the Council.

### **1(b). In Private Encounters**

#### *Continue respectful behavior in private*

The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

#### *Be aware of the insecurity of written notes, voicemail messages, and E-mail*

Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voicemail message were played on a speaker phone in a full office? What would happen if this E-mail message were forwarded to others? Written notes, voicemail messages and e-mail should be treated as potentially "public" communication.

#### *Even private conversations can have a public presence*

Elected and appointed officials are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

In private, board and commission members may communicate at any time and on any subject with the City Council, and may express to Council individual viewpoints and opinions.

## **2. Elected and Appointed Officials' Conduct with City Staff**

*"Never let a problem become an excuse."  
-- Robert Schuller*

Governance of a City relies on the cooperative efforts of elected officials, who set policy, appointed officials who advise the elected, and City staff who implements and administers the Council's

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policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

*Treat all staff as professionals*

Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.

*Member questions/inquiries to City staff*

1. General. Council and board/commission communications with City staff should be limited to normal City business hours unless the circumstances warrant otherwise. Responses to Council questions posed outside of normal business hours should be expected no earlier than the next business day.
2. Routine Requests for Information and Inquiries. Members may contact staff directly for information made readily available to the general public on a regular basis (e.g., “What are the library’s hours of operation?” or “How does one reserve a tee time at the golf course?”). Under these circumstances staff shall treat the member no differently than they would the general public, and the member shall not use their elected status to secure preferential treatment. The city manager does not need to be advised of such contacts.
3. Non-Routine Requests for Readily Available Information. Members may also contact staff directly for easily retrievable information not routinely requested by the general public so long as it does not require staff to discuss the issue or express an opinion (e.g., “How many traffic lights are there in the City?” or “Under what circumstances does the City lower its flags to half mast?”).
4. Non-Routine Requests Requiring Special Effort. Any member request or inquiry that requires staff to compile information that is not readily available or easily retrievable and/or that requests staff to express an opinion (legal or otherwise) must be directed to the city manager, or to the city attorney, as appropriate (e.g., “How many Study Issues completed over the past five years have required 500 or more hours of staff time?”, or “What is the logic behind the City’s sign ordinances affecting businesses along El Camino Real?”). The city manager (or city attorney as appropriate) shall be responsible for distributing such requests to his/her staff for follow-up. Responses to such requests shall be copied to all Councilmembers (if originating from a Councilmember), relevant board or commission members (if originating from a board or commission member), the city manager, the city attorney as appropriate and affected department directors.
5. Meeting Requests. Any member request for a meeting with staff must be directed to the city manager or city attorney, as appropriate.
6. Public Safety Restrictions. Under certain circumstances, requests for information regarding operations or personnel of the Department of Public Safety may be legally restricted. Applicable statutes include: The Peace Officers’ Procedural Bill of Rights (California Government Code Section 3300, et seq.), Confidentiality of Peace Officer Records (California Penal Code Section 832.5-7), and a number of exceptions to the California Public Records Act, defined in Government Code Section 6254. Providing information in response to such requests could violate the law, and might also violate due process rights that have been defined for peace officers in the State of

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California. Accordingly, it shall be the policy of the City of Sunnyvale to strictly comply with all applicable legal authorities governing the release of Department of Public Safety information and records.

*Do not disrupt City staff from their jobs*

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met. Do not attend City staff meetings unless requested by staff – even if the elected or appointed official does not say anything, his or her presence implies support, shows partiality, intimidates staff, and hampers staff's ability to do their job objectively.

*Never publicly criticize an individual employee*

Elected and appointed officials should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the city manager through private correspondence or conversation. Comments about staff in the office of the city attorney should be made directly to the city attorney. Appointed officials should make their comments regarding staff to the city manager or the Mayor.

*Do not get involved in administrative functions*

Elected and appointed officials must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits. [See Code of Ethics] The Sunnyvale City Charter, Section 807, also contains information about the prohibition of Council interference in administrative functions.

*Check with City staff on correspondence before taking action*

Before sending correspondence, Councilmembers should check with City staff to see if an official City response has already been sent or is in progress. Board and commission members shall not send correspondence except as authorized under the City's policies governing volunteers. (Council Policy 7.2.19, Boards and Commissions.)

*Limit requests for staff support*

Routine secretarial support will be provided to all Councilmembers. The Council Executive Assistant opens all mail for Councilmembers, unless a Councilmember requests other arrangements. Mail addressed to the Mayor is reviewed first by the city manager who notes suggested action and/or follow-up items.

Requests for additional staff support – even in high priority or emergency situations – should be made to the city manager who is responsible for allocating City resources in order to maintain a professional, well-run City government.

*Do not solicit political support from staff*

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private

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citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

### **3. Elected and Appointed Officials' Conduct with the Public**

*"If a man be gracious and courteous to strangers, it shows he is a citizen of the world, and that his heart is no island cut off from other lands, but a continent that joins to them."*

*-- Francis Bacon*

#### **3(a). In Public Meetings**

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

*Be welcoming to speakers and treat them with care and gentleness. While questions of clarification may be asked, the official's primary role during public testimony is to listen.*

"I give many public presentations so standing up in front of a group and using a microphone is not new to me. But I found that speaking in front of Council was an entirely different experience. I was incredibly nervous and my voice was shaking. I think the reason was because the issue was so personal to me. The Council was going to take a vote that would affect my family's daily life and my home. I was feeling a lot of emotion. The way that Council treats people during public hearings can do a lot to make them relax or to push their emotions to a higher level of intensity."

*Be fair and equitable in allocating public hearing time to individual speakers.*

"The first thing the Mayor said to me was to be brief because the meeting was running late and the Council was eager to go home. That shouldn't be my problem. I'm sorry my item was at the end of the agenda and that there were a lot of speakers, but it is critically important to me and I should be allowed to say what I have to say and believe that the Council is listening to me."

The chair will determine and announce limits on speakers at the start of the public hearing process. Questions should not be asked for the express purpose of allowing one speaker to evade the time limit imposed on all others (e.g., "Was there something else you wanted to say?"). Generally, each speaker will be allocated three minutes with applicants and appellants or their designated representatives allowed ten. If many speakers are anticipated, the chair may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers.

No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public hearing unless the chair requests additional clarification later in the process. After the close of the public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

*Give the appearance of active listening*

It is disconcerting to speakers to have members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the

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room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.

*Maintain an open mind*

Members of the public deserve an opportunity to influence the thinking of elected and appointed officials. To express an opinion or pass judgment prior to the close of a public hearing casts doubt on a member's ability to conduct a fair review of the issue. This is particularly important when officials are serving in a quasi-judicial capacity.

*Ask for clarification, but avoid debate and argument with the public*

Only the chair – not individual members – can interrupt a speaker during a presentation. However, a member can ask the chair for a point of order if the speaker is off the topic or exhibiting behavior or language the member finds disturbing.

If speakers become flustered or defensive by questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by members to the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.

*No personal attacks of any kind, under any circumstance*

Members should be aware that their body language and tone of voice, as well as the words they use, can appear to be intimidating or aggressive.

*Follow parliamentary procedure in conducting public meetings*

The city attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. The chair, subject to the appeal of the full Council or board/commission makes final rulings on parliamentary procedure.

**3(b). In Unofficial Settings**

*Make no promises on behalf of the Council, board/commission or City*

Members will frequently be asked to explain a Council or board/commission action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council or board/commission action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers in the median, etc.).

*Make no personal comments about other members*

It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other members, their opinions and actions.

*Remember that despite its impressive population figures, Sunnyvale is a small town at heart*  
Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City of Sunnyvale. Honesty

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and respect for the dignity of each individual should be reflected in every word and action taken by members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

#### **4. Council Conduct with Other Public Agencies**

*"Always do right. This will gratify some people and astonish the rest."*  
-- Mark Twain

*Be clear about representing the City or personal interests*

When representing the City, the Councilmember must support and advocate the official City position on an issue, not a personal viewpoint. Outside of official board or commission meetings, board and commission members are not authorized to represent the City or their board or commission unless specifically designated by the Council or the board or commission to do so for a particular purpose.

When representing another organization whose position is different from the City, the Councilmember should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Councilmembers should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

*Correspondence also should be equally clear about representation*

City letterhead may be used when the Councilmember is representing the City and the City's official position. A copy of official correspondence should be given to the Council Executive Assistant to be filed in the Council Office as part of the permanent public record.

City letterhead should not be used for non-City business nor for correspondence representing a dissenting point of view from an official Council position.

#### **5. Council Conduct with Boards and Commissions**

*"We rarely find that people have good sense unless they agree with us."*  
--Francois, Duc de La Rochefoucauld

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

*If attending a board or commission meeting, be careful to only express personal opinions*

Councilmembers may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation especially if it is on behalf of an individual, business or developer -- could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

*Limit contact with board and commission members to questions of clarification*

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It is inappropriate for a Councilmember to contact a board or commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact board or commission members in order to clarify a position taken by the board or commission.

*Remember that boards and commissions serve the community, not individual Councilmembers*  
The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Councilmembers, nor should Councilmembers feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and re-appointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."

*Be respectful of diverse opinions*

A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.

*Keep political support away from public forums*

Board and commission members may offer political support to a Councilmember, but not in a public forum while conducting official duties. Conversely, Councilmembers may support board and commission members who are running for office, but not in an official forum in their capacity as a Councilmember.

## **6. Conduct with the Media**

*"Keep them well fed and never let them know that all you've got is a chair and a whip."  
-- Lion Tamer School*

Board and commission members are not authorized to represent the City outside of official board/commission meetings unless specifically authorized to do so.

Councilmembers are frequently contacted by the media for background and quotes.

*The best advice for dealing with the media is to never go "off the record"*

Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

*The Mayor is the official spokesperson for the City on City positions.*

The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Councilmember is contacted by the media, the Councilmember should be clear about whether their comments represent the official City position or a personal viewpoint.

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*Choose words carefully and cautiously*

Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

**C. SANCTIONS**

*"You cannot have a proud and chivalrous spirit if your conduct is mean and paltry;  
for whatever a man's actions are, such must be his spirit."  
-- Demosthenes*

*Model of Excellence*

City Councilmembers, Board and Commission Members, and Council appointees who do not sign the Model of Excellence (Appendix A) shall be ineligible for intergovernmental assignments or Council subcommittees.

*Ethics Training for Local Officials*

City Councilmembers, Board and Commission Members, and Council appointees who are out of compliance with State- or City-mandated requirements for ethics training shall not represent the City on intergovernmental assignments or Council sub-committees, and may be subject to sanctions.

*Public Disruption*

Members of the public who do not follow proper conduct after a warning in a public hearing may be barred from further testimony at that meeting or removed from the Council Chambers.

*Inappropriate Staff Behavior*

Councilmembers should refer to the city manager any City staff or to the city attorney any City Attorney's staff who do not follow proper conduct in their dealings with Councilmembers, other City staff, or the public. These employees may be disciplined in accordance with standard City procedures for such actions. (Please refer to the section on Council Conduct with City Staff for more details on interaction with Staff.)

*Councilmembers Behavior and Conduct*

Compliance and Enforcement. The Sunnyvale Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Sunnyvale City Council, boards and commissions. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards and commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics and Conduct are brought to their attention.

City Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the City of Sunnyvale or with inter-government agencies) or have official travel restricted.

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Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Councilmembers should point out to the offending Councilmember infractions of the Code of Ethics and Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full Council in a public meeting.

#### *Board and Commission Members Behavior and Conduct*

Counseling, verbal reprimands and written warnings may be administered by the Mayor to board and commission members failing to comply with City policy. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective board or commission, the city clerk, the city attorney, the city manager, and the City Council. Written reprimands administered by the Mayor shall not be included in packets for public meetings and shall not be publicized except as required under the Public Records Act.

The City Council may impose sanctions on board and commission members whose conduct does not comply with the City's policies, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of at least a quorum of the Council at a noticed public meeting and such action shall be preceded by a Report to Council with supporting documentation. The Report to Council shall be distributed in accordance with normal procedures, including hard copies to numerous public facilities and posting online. Any Report to Council addressing alleged misconduct by a board or commission member shall be routed through the Office of the city attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

When deemed warranted, the Mayor or majority of Council may call for an investigation of board or commission member conduct. Should the city manager or city attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor or Council shall ask the city manager and/or the city attorney to investigate the allegation and report the findings.

The results of any such investigation shall be provided to the full Council in the form of a Report to Council, and shall be placed on the agenda of a noticed public meeting as "Information Only". Any such report shall be made public and distributed in accordance with normal procedures (i.e., hard copies to numerous public locations and posted online). Any report to Council addressing the investigation of board and commission members shall be routed through the Office of the City Attorney for review of whether any information is exempt from disclosure (subject to redaction) based on privacy interests authorized under the Public Records Act.

It shall be the Mayor and/or the Council's responsibility to determine the next appropriate action. Any such action taken by Council (with the exception of "take no further action") shall be conducted at a noticed public hearing. These actions include, but are not limited to: discussing and counseling the

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individual on the violations; placing the matter on a future public hearing agenda to consider sanctions; forming a Council ad hoc subcommittee to review the allegation, the investigation and its findings, as well as to recommend sanction options for Council consideration.

Under the City Charter, the City Council also may remove members of boards and commissions from office. A violation of this Code of Ethics and Conduct shall not be considered a basis for challenging the validity of a Council, board or commission decision.

#### **D. PRINCIPLES OF PROPER CONDUCT**

##### **Proper conduct IS ...**

- Keeping promises
- Being dependable
- Building a solid reputation
- Participating and being available
- Demonstrating patience
- Showing empathy
- Holding onto ethical principles under stress
- Listening attentively
- Studying thoroughly
- Keeping integrity intact
- Overcoming discouragement
- Going above and beyond, time and time again
- Modeling a professional manner

##### **Proper conduct IS NOT ...**

- Showing antagonism or hostility
- Deliberately lying or misleading
- Speaking recklessly
- Spreading rumors
- Stirring up bad feelings, divisiveness
- Acting in a self-righteous manner

##### **It all comes down to respect**

Respect for one another as individuals ... respect for the validity of different opinions ... respect for the democratic process ... respect for the community that we serve.

#### **E. CHECKLIST FOR MONITORING CONDUCT**

- Will my decision/statement/action violate the trust, rights or good will of others?
- What are my interior motives and the spirit behind my actions?
- If I have to justify my conduct in public tomorrow, will I do so with pride or shame?
- How would my conduct be evaluated by people whose integrity and character I respect?

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- Even if my conduct is not illegal or unethical, is it done at someone else's painful expense? Will it destroy their trust in me? Will it harm their reputation?
- Is my conduct fair? Just? Morally right?
- If I were on the receiving end of my conduct, would I approve and agree, or would I take offense?
- Does my conduct give others reason to trust or distrust me?
- Am I willing to take an ethical stand when it is called for? Am I willing to make my ethical beliefs public in a way that makes it clear what I stand for?
- Do I exhibit the same conduct in my private life as I do in my public life?
- Can I take legitimate pride in the way I conduct myself and the example I set?
- Do I listen and understand the views of others?
- Do I question and confront different points of view in a constructive manner?
- Do I work to resolve differences and come to mutual agreement?
- Do I support others and show respect for their ideas?
- Will my conduct cause public embarrassment to someone else?

## **F. GLOSSARY OF TERMS**

<b>attitude</b>	The manner in which one shows one's dispositions, opinions, and feelings
<b>behavior</b>	External appearance or action; manner of behaving; carriage of oneself
<b>civility</b>	Politeness, consideration, courtesy
<b>conduct</b>	The way one acts; personal behavior
<b>courtesy</b>	Politeness connected with kindness
<b>decorum</b>	Suitable; proper; good taste in behavior
<b>manners</b>	A way of acting; a style, method, or form; the way in which things are done
<b>point of order</b>	An interruption of a meeting to question whether rules or bylaws are being broken, such as the speaker has strayed from the motion currently under consideration
<b>point of personal privilege</b>	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
<b>propriety</b>	Conforming to acceptable standards of behavior
<b>protocol</b>	The courtesies that are established as proper and correct
<b>respect</b>	The act of noticing with attention; holding in esteem; courteous regard

## **G. IMPLEMENTATION**

As an expression of the standards of conduct for members expected by the City, the Sunnyvale Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to board and commissions, and newly elected and appointed officials. Members entering office shall sign a statement affirming they read and understood the City of Sunnyvale Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be annually reviewed by the City Council, boards and commissions, and the City Council shall consider recommendations from boards and commissions and update it as necessary.

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(Adopted: RTC 08-113 (4/8/08), Update: RTC 09-036 (2/3/09); Updated: RTC 09-047 (2/24/09); Approved with no changes: RTC 10-078 (3/23/10); RTC 11-058 (3/29/11); RTC 12-067 (3/20/2012); Updated: RTC 13-060 (3/19/13); Approved with no changes: RTC 14-0211 (3/18/14); RTC 15-0050 (3/24/15); RTC 16-0360 (4/5/16); RTC 17-0161 (3/28/17); RTC 18-0036 (1/9/18); RTC 19-0185 (2/26/2019); RTC 20-0021 (3/17/20))

Lead Department: Office of the City Manager

APPENDIX A - Model of Excellence Member Statement

**MODEL OF EXCELLENCE**

**Sunnyvale City Council, Boards and Commissions**

**MEMBER STATEMENT**

As a member of the Sunnyvale City Council or of a Sunnyvale board or commission, I agree to uphold the Code of Ethics and Conduct for Elected and Appointed Officials adopted by the City and conduct myself by the following model of excellence. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Sunnyvale;
- Treat all people with whom I come in contact in the way I wish to be treated;

***I affirm that I have read and understood the City of Sunnyvale Code of Ethics and Conduct for Elected and Appointed Officials.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
City Council Seat #

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**No:** 0

**Absent:** 1 - Commissioner Gluckman

- 1      [20-0566](#)      Approve the Arts Commission Meeting Minutes of September 16, 2020

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [20-0779](#)      Review & Approve 2021 Master Work Plan

Superintendent of Recreation Services, Damon Sparacino presented the draft 2021 Master Work Plan.

Commissioners inquired and staff responded:

Can we include the State of the City to the 2021 Master Work Plan? Absolutely.

Commissioner Veith requested a motion to amend the 2021 Master Work Plan to include the State of the City.

Commissioner Serrone moved and Commissioner Veith seconded the motion to Approve the 2021 Master Work Plan.

The motion carried by the following vote:

**Yes:** 4 -    Chair Eskridge  
                 Vice Chair Serrone  
                 Commissioner Vaughan  
                 Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

- 3      [20-0780](#)      Annual Review and Acceptance - Code of Ethics

Superintendent of Recreation Services, Damon Sparacino presented the 2021 Code of Ethics.

Commissioners inquired and staff responded:

Does a commissioner need the City Manager or City Attorneys' approval to contact staff members? Commissioners should contact the Commissioner liaison to direct to

the appropriate staff.

Commissioner Vaughan motioned and Commissioner Serrone seconded the motion to approve the Annual Review and Acceptance - Code of Ethics.

The motion carried by the following vote:

**Yes:** 4 - Chair Eskridge  
Vice Chair Serrone  
Commissioner Vaughan  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

**4**      [20-0832](#)      Approve Art in Private Development Project - Fortinet/901 Kifer Road

Recreation Services Coordinator II, Kristin Dance presented the Art in Private Development project and introduced Fortinet developer, Brian Hill, and artist, Xiaoze Xie, to provide detailed information regarding the project. Highlights included: Fortinet background, location of art piece, scale of sculpture, 3D rendering, glass panel details, construction and maintenance.

Commissioners inquired and the developer, artist and staff responded:

How far away would a pedestrian need to be to read the words on the sculpture? Pedestrians will be able to read all of the words surrounding the brain panel from the edge of the lawn. The wording on the software data panel may be too small to read.

Will the architectural plans include a space so that the public can view the sculpture? The landscape architect will look into the possibility of creating a pathway that will loop around the sculpture and include benches.

How does the artist envision the public participating with the sculpture? Would like the audience to be able to walk around the art piece and spend time exploring the content of the sculpture. As the sculpture is made of glass, the art piece is not meant to be physically interactive, just intellectually.

Will the words on the sculpture be in English or will other languages be included?



FRIENDLY AMENDMENT: Commissioner Cordes proposed a friendly amendment remove item number 6 and add "Add information only item to inform BPAC about which streets on the slurry seal list are going to have upgraded striping or other changes to implement the bike plan". Chair Mehlinger and Vice Chair Mehman accept the friendly amendment.

FRIENDLY AMENDMENT: Commissioner Cordes proposed a friendly amendment to add "Safe Routes to School Plan Update as an information item, date to be determined. Chair Mehlinger and Vice Chair Mehman accept the friendly amendment.

Commissioner Hafeman commented on the following:

- Should we add the Bernardo Undercrossing

Chair Mehlinger stated that the Bernardo Undercrossing is stated as "yet to be scheduled" on the 2021 Work Plan.

Chair Mehlinger asked if the BPAC would like to submit a letter to City Council on any issue that is not currently on the Work Plan, could that be agendized at a future meeting without having to go to Council to modify the workplan.

Mr. Garcia stated the item would need to be on the Work Plan.

The amendment carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehman  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

[20-0976](#) Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Ralph Garcia, Senior Transportation Engineer, commented on the Annual Review of Code of Ethics and Conduct for elected and appointed officials. Mr. Garcia stated

every year each Commission gets a copy.

Commissioner Oey asked if there were any changes.

Mr. Garcia stated he does not know of any changes.

Chair Mehlinger opened for Public Comment.

No speakers.

Chair Mehlinger closed for Public Comment.

MOTION: Chair Mehlinger moved and Commissioner Cordes seconded to have the BPAC read the Code of Ethics by the next meeting and pledge to abide by it.

The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehlman  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

Chair Mehlinger stated that Study Issues proposed in the month of November and continuing will be considered as part of the 2022 Study Issue review. In order to have a Study Issues considered for 2021, you would need to talk with a Council member or Council member elect.

#### **NON-AGENDA ITEMS & COMMENTS**

##### **-Commissioner Comments**

Commissioner Cordes commented on the following:

- There are two public workshops to review the City's budget in February in March and two all day workshops in April and May
- Central Bikeway Study
- Concerned the City won't pay for protective bikeways at intersections where street

August 3, 2020

Vice Chair Wang moved and Board Member Isaak seconded, approval of the consent calendar as presented. The motion carried by the following vote:

**Yes:** 4 - Chair Lai  
Vice Chair Wang  
Board Member Isaak  
Board Member Jain

**No:** 0

**Absent:** 1 - Board Member Cisneros

### **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [20-0801](#)      Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Superintendent Steve Sloan reviewed the 2020 Code of Ethics and Conduct for Elected and Appointed Officials with the Board.

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

- 3      [20-0802](#)      Preliminary Discussion of 2021 Master Work Plan

Superintendent Steve Sloan provided an overview of the 2020 Master Work Plan. The Board discussed items to add to the Master Work Plan.

Chair Lai opened the public hearing, and there being no public testimony, closed the public hearing.

### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

#### **NON-AGENDA ITEMS & COMMENTS**

##### **-Board Member Comments**

None.

##### **-Staff Comments**

Superintendent Steve Sloan spoke regarding the libraries service updates, which included: addition of grab-bags (assortment of 5 items in a genre), launched Instant Online Access Card, the Friends had a successful book sale, introduced Express Holds Pickup Service, changed Sidewalk Services hours, and launched Express

**Yes: 6 -** Chair Larsen  
Vice Chair Hopkins  
Commissioner Cadouri  
Commissioner Caroompas  
Commissioner Gaudenti  
Commissioner Wu

**No: 0**

Commissioners ranked the remaining two proposed study issues by priority as follows:

- 1) CDD 19-04 Update to the Historical Context Statement to include historical contributions made by Asian Americans and other minority groups
- 2) CDD 18-02 Update and Review of the Heritage Resources Inventory

MOTION:

Commissioner Caroompas motioned and Commissioner Cadouri seconded the motion to approve the rankings.

The motion carried unanimously as follows:

**Yes: 6 -** Chair Larsen  
Vice Chair Hopkins  
Commissioner Cadouri  
Commissioner Caroompas  
Commissioner Gaudenti  
Commissioner Wu

**No: 0**

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None

**NON-AGENDA ITEMS & COMMENTS**

3. [21-0139](#) Annual Review of the Code of Ethics and Conduct for Elected and Appointed Officials

Commissioners acknowledged that they are in receipt of the Annual Review of the Code of Ethics and Conduct for Elected and Appointed Officials.

**-Commissioner Comments**

Councilmember Omar Din introduced himself and stated that he is looking forward to serve as the council liaison for the Heritage Preservation Commission.

Commissioner Caroompas asked staff if the structure located at 871 E. Fremont Avenue known as Butchers Corner was reviewed by this Commission.

Mr. Schroeder replied that the structure did not meet the criteria to be nominated as a Heritage Resource.

Vice Chair Hopkins asked staff whether signs can be designated as heritage resources.

Commissioner Caroompas and Commissioner Wu asked staff about the process to advocate for study issues at the City Council Study Issue Workshop and if the workshop is open to the public.

Councilmember Din noted that the Study Issue Workshop is a public meeting.

**INFORMATION ONLY REPORTS/ITEMS**

Mr. Schroeder noted the City Council Study Issue dates.

**ADJOURNMENT**

Chair Larsen adjourned the meeting at 7:50 PM.



## City of Sunnyvale

### Meeting Minutes - Final - excerpt Housing and Human Services Commission

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Wednesday, September 23, 2020

7:00 PM

Telepresence Meeting: Web Stream

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**3**      [20-0848](#)      Annual Review of the City Code of Ethics and Conduct

There were no questions or recommendations on the City Code of Ethics and Conduct.

Work Plan will only serve as a baseline for upcoming agendas.

Can we add a presentation on park usage? Yes, our proposed 2021 Master Work Plan has a February date listed for a Picnic Usage and Field Rental agenda item.

Chair Kenton opened the public hearing, and there being no public testimony, closed the public hearing.

Commissioner Dibb moved and Commissioner Bremond seconded the motion to Review and Approve the 2021 Master Work Plan.

The motion carried by the following vote:

**Yes:** 4 - Chair Kenton  
Vice Chair Giri  
Commissioner Bremond  
Commissioner Dibb

**No:** 0

**Absent:** 1 - Commissioner Michitaka

**3**      [20-0756](#)      Annual Review and Acceptance - Code of Ethics

Superintendent of Recreation Services, Damon Sparacino presented the 2021 Code of Ethics to the Commissioners.

Commissioners inquired and staff responded:

Were there any changes from last years Code of Ethics? No, the adopted RTC 20-0021 noted that there were no changes from the 2020 Code of Ethics.

Commissioners added:

The Model of Excellence Member Statement form (signature page) does not have the year listed on the document.

Chair Kenton opened the public hearing, and there being no public testimony, closed the public hearing.

Commissioner Bremond moved and Commissioner Dibb seconded the motion to approve the Annual Review and Acceptance - Code of Ethics.

The motion carried by the following vote:

**Yes:** 4 - Chair Kenton  
Vice Chair Giri  
Commissioner Bremond  
Commissioner Dibb

**No:** 0

**Absent:** 1 - Commissioner Michitaka

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

4      [20-0564](#)      Parks and Recreation Commission Proposed Study Issues,  
Calendar Year: 2021

Chair Kenton encouraged Commissioners to be creative and suggest study issue ideas.

Commissioners inquired and staff responded:

Is the October deadline for submitting study issues today or at the end of the month? Today is the deadline for 2020. Potential study issues would be agendized for future meetings.

Could there be an extension to the deadline as meetings were canceled due to COVID? Unfortunately no; however, last year's study issues will be brought back for reconsideration. Also, study issues can still be sent in to be agendized for future meetings and considered for next year.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

None.

**-Staff Comments**

Superintendent of Parks and Golf, Jim Stark announced that the City is reopening all Sunnyvale playgrounds to the public. Although equipment will be cleaned on a regular basis, equipment would not be sanitized.

Superintendent Stark added that the basketball courts would remain closed.

**ADJOURNMENT**



softens the overall look of the proposed project.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Commissioner Harrison  
Commissioner Howe  
Commissioner Olevson  
Commissioner Rheaume  
Commissioner Weiss

**No:** 1 - Vice Chair Simons

Assistant Director Miner stated that this decision is final unless appealed or called up for review by the City Council within 15 days.

**1.B**      [20-1013](#)      Annual Review of the Code of Ethics and Conduct for Elected and Appointed Officials

Vice Chair Simons discussed in detail his opinion on issues with the 2020 Code of Ethics and Conduct for Elected and Appointed Officials such as staff conduct not being addressed; resident-made decisions causing conflicts with the Code; the Code's inability to prevent individuals or minority groups from Boards, Commissions, or City Council from influencing particular processes; and the Code not addressing how members can accomplish goals within the established processes. He gave specific, detailed examples of issues with the Code.

Commissioner Harrison asked how often the Code of Ethics is reviewed and about the most appropriate method for recommending the Code be updated. Senior Assistant City Attorney Rebecca Moon stated that the Code is updated on an as-needed basis and explained how the City Council can direct the Office of the City Manager to update it with input from the Office of the City Attorney, suggesting that any Commissioners' recommendations for updating it be stated during the public hearing.

Senior Assistant City Attorney Moon and Assistant Director Andrew Miner suggested Vice Chair Simons summarize his comments for City Council's consideration of any recommendations. Senior Assistant City Attorney Moon added that Vice Chair Simons can speak at the City Council meeting as a member of the public when the City Council considers adopting the 2020 Code. Vice Chair Simons stated that the Code should be reviewed for improvement and to better determine

the intent of it.

Chair Howard restated that Commissioners can make recommendations during the public hearing, at the Joint Meeting of City Council with Board and Commission Chairs and Vice Chairs and at the meeting when the City Council considers adopting the 2020 Code.

Commissioner Harrison discussed with Senior Assistant City Attorney Moon that the City Council must initiate the process to direct staff to update the Code and the Commissioners can make recommendations to the City Council with a motion.

MOTION: Vice Chair Simons moved and Commissioner Harrison seconded the motion to accept the 2020 Code of Ethics and Conduct for Elected and Appointed Officials and recommend to the City Council a formal review of the policy document, a process which would include involvement from members of different Boards and Commissions.

The motion carried by the following vote:

**Yes: 7 -** Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Olevson  
Commissioner Rheaume  
Commissioner Weiss

**No: 0**

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

#### **NON-AGENDA ITEMS AND COMMENTS**

##### **-Commissioner Comments**

Chair Howard shared that he learned that as sea levels rise, the salt water will push the fresh water up to the surface along with pollutants, which has implications in the coming decades for north Sunnyvale.

##### **-Staff Comments**

Assistant Director Andrew Miner stated that on December 1, 2020 the City Council approved ordinance updates to allow wireless telecommunication facilities on

## **ORAL COMMUNICATIONS**

None.

## **CONSENT CALENDAR**

- 1      [20-1032](#)      Approve the Sustainability Commission Meeting Minutes of November 16, 2020

Vice Chair Kunz moved, and Commissioner Paton seconded, a motion to approve the consent calendar. The motion carried by the following vote:

**Yes:** 5 -    Chair Wickham  
                 Vice Chair Kunz  
                 Commissioner Joesten  
                 Commissioner Paton  
                 Commissioner Veitch

**No:** 0

**Absent:** 2 -    Commissioner Padgett  
                 Commissioner Srinivasan

## **PUBLIC HEARINGS/GENERAL BUSINESS**

- 2      [20-1026](#)      Annual Review of Code of Ethics and Conduct for Elected and Appointed Officials

Madeline Willett, Environmental Engineering Coordinator, stated that there were no changes to the Code of Ethics and Conduct for Elected and Appointed Officials (hereafter, Code of Ethics) between 2019 and 2020.

Commissioner Paton moved, and Commissioner Joesten seconded, a motion declaring the Commissioners have read and will abide by the rules of the Code of Ethics. The motion carried by the following vote:

**Yes:** 5 -    Chair Wickham  
                 Vice Chair Kunz  
                 Commissioner Joesten  
                 Commissioner Paton  
                 Commissioner Veitch

**No:** 0

**Absent:** 2 - Commissioner Padgett  
Commissioner Srinivasan

- 3      [20-1029](#)      Nominate a representative to serve on the El Camino Real  
Plan Advisory Committee (ECRPAC)

Ms. Willett described the purpose of the ECRPAC and the expected commitment of the selected representative.

Chair Wickham opened the floor to nominations.

Chair Paton nominated himself.

Chair Wickham nominated Vice Chair Kunz. Vice Chair Kunz accepted the nomination.

Commissioner Paton withdrew himself from consideration.

With no further nominations, Chair Wickham closed the floor for nominations.

Commissioner Paton moved, and Commissioner Veitch seconded, a motion to nominate Vice Chair Kunz to serve on the ECRPAC. The motion carried by the following vote:

**Yes:** 5 - Chair Wickham  
Vice Chair Kunz  
Commissioner Joesten  
Commissioner Paton  
Commissioner Veitch

**No:** 0

**Absent:** 2 - Commissioner Padgett  
Commissioner Srinivasan

#### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

No new Study Issues were submitted by the Commission for 2021. The Commission will rank Study Issues in January 2021, which will include three Study Issues returning from previous years.

#### **NON-AGENDA ITEMS & COMMENTS**

##### **-Commissioner Comments**



# City of Sunnyvale

## Agenda Item

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**21-0270**

**Agenda Date:** 2/23/2021

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Tentative Council Meeting Agenda Calendar



## City of Sunnyvale Tentative Council Meeting Agenda Calendar

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### **Thursday, February 25, 2021 - City Council**

#### **Workshop**

**21-0021**                      8:30 A.M. SPECIAL COUNCIL MEETING  
Study/Budget Issues Workshop

### **Tuesday, March 2, 2021 - City Council**

#### **Study Session**

**21-0016**                      4 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Moffett Park Specific Plan: Market Condition, Land Use, Housing and Open  
Space Workshop and Study Session

### **Tuesday, March 16, 2021 - City Council**

#### **Study Session**

**21-0001**                      5 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

#### **Special Order of the Day**

**21-0342**                      SPECIAL ORDER OF THE DAY - American Red Cross Month

#### **Public Hearings/General Business**

**21-0274**                      Authorize the City Manager to Execute three Site Agreements with EVgo  
Services LLC allowing the installation of fFour Electric Vehicle (EV)  
Fast-Charging Stations at each of the following sites: the Community Center,  
Downtown Parking Lot 107, and Downtown Parking Lot 149 in Sunnyvale and  
find that the Project is Exempt from CEQA.

**21-0285**                      First Reading of Draft Ordinance Establishing a Public Process for  
Redistricting

**21-0082**                      SMaRT MOU with Mountain View

**21-0191**                      Approve the 2020 Housing Element Annual Progress Report

### **Tuesday, March 30, 2021 - City Council**

#### **Special Order of the Day**

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**21-0344** SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

**21-0345** SPECIAL ORDER OF THE DAY - Library Week

**Public Hearings/General Business**

**21-0003** Discussion and Direction Regarding Amendments to Sunnyvale Municipal Code Section 2.28.030 Related to In-Lieu Petitions for Publication Costs of City Council Candidate Statements

**21-0068** Approval of Third Substantial Amendment to the 2019 HUD Annual Action Plan to Award CDBG-CV Funding

**21-0184** Revision to Ordinance Designating Certain Streets in the Area of the Caltrain Station as Preferential Parking Zones

**21-0002** Appoint Applicants to Boards and Commissions (As Needed)

**Tuesday, April 6, 2021 - City Council**

**Special Order of the Day**

**21-0346** SPECIAL ORDER OF THE DAY - Earth Month

**21-0348** SPECIAL ORDER OF THE DAY - Recognition of Green Businesses

**21-0015** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (As Needed)

**Public Hearings/General Business**

**21-0169** Adopt a Resolution authorizing City Manager to Execute an Easement Deed to Pacific Gas and Electric Company (PG&E) over a Portion of a City Owned Parcel, known as the Wolfe Homestead Well property, in Relation to the Underground Utility District along Wolfe Road

**21-0281** Receive and File the FY 2020/21 Third Quarter Budget Update

**Tuesday, April 20, 2021 - City Council**

**Public Hearings/General Business**

**21-0083** Single Use Plastics Strategy

**21-0066** Update Regarding Housing Strategy Implementation: Mobile Home Park MOU Progress

**Tuesday, May 4, 2021 - City Council**

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**Study Session**

**21-0024** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Cultural Inclusion Study and Plan

**Special Order of the Day**

**21-0349** SPECIAL ORDER OF THE DAY - Asian Pacific American Heritage Month

**21-0350** SPECIAL ORDER OF THE DAY - Public Works Week

**Public Hearings/General Business**

**21-0070** Consider 2021 HUD Annual Action Plan

**21-0200** Consideration of Multiple General Plan Initiation Requests to Amend the  
Peery Park Specific Plan

**21-0234** Public Hearing to Adopt a Resolution Confirming the Annual Report to Levy  
and Collect an Annual Assessment for the Downtown Sunnyvale Business  
Improvement District (BID) for Fiscal Year 2021/22

**Monday, May 10, 2021 - City Council**

**Study Session**

**21-0115** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews

**Tuesday, May 11, 2021 - City Council**

**Study Session**

**21-0114** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews

**Thursday, May 20, 2021 - City Council**

**Workshop**

**21-0116** 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)  
Budget Workshop

**Tuesday, May 25, 2021 - City Council**

**Public Hearings/General Business**

**21-0072** Introduce an Ordinance to amend Chapter 19.77 "Inclusionary Below Market  
Rate Rental Housing" and 19.69 "Below Market Rate Ownership Housing" in  
Title 19 ("Zoning") of the Sunnyvale Municipal Code to modify the City's



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Inclusionary Housing Programs

**21-0117** Board and Commission Appointments

**Tuesday, June 8, 2021 - City Council**

**Special Order of the Day**

**21-0118** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members

**21-0351** SPECIAL ORDER OF THE DAY - Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ) Pride Month

**Public Hearings/General Business**

**21-0212** Annual City Council Public Hearing on FY 2021/22 Budget and Resource Allocation Plan and Establishment of Appropriations Limit and Sunnyvale Financing Authority Public Hearing on FY 2021/22 Budget

**21-0037** Approval of the 2020 Urban Water Management Plan

**21-0086** Ordinance Updates for Mandatory Organics Collection Regulation (SB 1383).

**Tuesday, June 15, 2021 - City Council**

**Public Hearings/General Business**

**21-0090** Proposed Utility Rate Increases for FY 2021/22 Rates for Water, Wastewater, and Solid Waste Utilities for Services Provided to Customers Within and Outside City Boundaries; Finding of CEQA Exemption Pursuant to Public Resource Code Section 21080(b)(8) and CEQA Guidelines Section 15273

**21-0091** Adopt a Resolution to Cause Charges for Non-Payment of Delinquent Utility Charges to be placed on the FY 2021/22 County of Santa Clara Property Tax Roll

**21-0213** City Council Adoption of the FY 2021/22 Budget, Fee Schedule and Appropriations Limit, and Sunnyvale Financing Authority Adoption of the FY 2021/22 Budget

**Tuesday, June 29, 2021 - City Council**

**Special Order of the Day**

**21-0352** SPECIAL ORDER OF THE DAY - Parks and Recreation Month

**Public Hearings/General Business**

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**21-0074**                    Housing Strategy Implementation: Consider Draft Mobile Home Park  
                                 Memorandum of Understanding

**Tuesday, July 13, 2021 - City Council**

**Public Hearings/General Business**

**21-0119**                    Agenda Items Pending - to be scheduled

**Tuesday, July 27, 2021 - City Council**

**Public Hearings/General Business**

**21-0120**                    Agenda Items Pending - to be scheduled

**Tuesday, August 10, 2021 - City Council**

**Public Hearings/General Business**

**21-0201**                    Second Quarter General Plan Initiation Requests

**Tuesday, August 17, 2021 - City Council**

**Study Session**

**21-0161**                    6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
                                 Board and Commission Interviews (as needed)

**Tuesday, August 31, 2021 - City Council**

**Study Session**

**21-0023**                    6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
                                 Administrative Fee and Revenue Policy

**Special Order of the Day**

**21-0353**                    SPECIAL ORDER OF THE DAY - Library Card Sign-Up Month

**Public Hearings/General Business**

**21-0162**                    Board and Commission Appointments (as needed)

**Tuesday, September 14, 2021 - City Council**

**Special Order of the Day**

**21-0164**                    SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and  
                                 Commission Members (as needed)

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**21-0354** SPECIAL ORDER OF THE DAY - Hispanic Heritage Month

**21-0355** SPECIAL ORDER OF THE DAY - POW/MIA Recognition Day

**Public Hearings/General Business**

**21-0163** Agenda Items Pending - to be scheduled

**Tuesday, September 28, 2021 - City Council**

**Special Order of the Day**

**21-0356** SPECIAL ORDER OF THE DAY - Breast Cancer Awareness Month

**21-0357** SPECIAL ORDER OF THE DAY - Active Aging Week and Arts and Humanities Month

**Public Hearings/General Business**

**21-0166** Agenda Items Pending - to be scheduled

**Tuesday, October 12, 2021 - City Council**

**Special Order of the Day**

**21-0358** SPECIAL ORDER OF THE DAY - Freedom from Workplace Bullying Week

**Public Hearings/General Business**

**21-0167** Agenda Items Pending - to be scheduled

**Tuesday, October 26, 2021 - City Council**

**Public Hearings/General Business**

**21-0168** Agenda Items Pending - to be scheduled

**Tuesday, November 9, 2021 - City Council**

**Public Hearings/General Business**

**21-0202** Third Quarter General Plan Initiation Requests

**Tuesday, November 16, 2021 - City Council**

**Study Session**

**21-0170** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

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**Special Order of the Day**

**21-0359** SPECIAL ORDER OF THE DAY - Picture Book Month

**21-0360** SPECIAL ORDER OF THE DAY - Small Business Saturday

**Tuesday, November 30, 2021 - City Council**

**Public Hearings/General Business**

**21-0172** Board and Commission Appointments (as needed)

**Tuesday, December 7, 2021 - City Council**

**Special Order of the Day**

**21-0174** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Board and Commission Members (as needed)

**Public Hearings/General Business**

**21-0175** Agenda Items Pending - to be scheduled

**Tuesday, December 14, 2021 - City Council**

**Study Session**

**21-0186** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Discussion of Upcoming Selection of Vice Mayor

**Public Hearings/General Business**

**21-0176** Agenda Items Pending - to be scheduled

**Tuesday, January 4, 2022 - City Council**

**Special Order of the Day**

**21-0187** SPECIAL ORDER OF THE DAY - Recognition of Outgoing Vice Mayor

**Public Hearings/General Business**

**21-0189** Selection of Vice Mayor for a One-Year Term Effective January 4, 2022

**21-0190** Determine the 2022 Seating Arrangements for City Council

**21-0276** Appoint Councilmembers to Intergovernmental Assignments; Ratify Appointments of Councilmembers made by Outside Agencies; Take Action to Modify, Create, or Terminate Council Subcommittees

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**Tuesday, January 25, 2022 - City Council**

**Special Order of the Day**

**21-0188** SPECIAL ORDER OF THE DAY - Ceremonial Oath of Office for Vice Mayor

**Public Hearings/General Business**

**21-0278** Annual Public Hearing-Discussion of Potential Council Study Issues and Budget Issues for Calendar Year 2022

**21-0279** Approve the Proposed 2022 Priority Advocacy Issues and Review Long-term Legislative Advocacy Positions (LAPs)

**Thursday, January 27, 2022 - City Council**

**Workshop**

**21-0179** 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)  
Strategic Planning Workshop

**Tuesday, February 1, 2022 - City Council**

**Public Hearings/General Business**

**21-0203** Fourth Quarter General Plan Initiation Requests

**Tuesday, February 8, 2022 - City Council**

**Study Session**

**21-0181** 6 P.M. SPECIAL COUNCIL MEETING (Study Session)  
Board and Commission Interviews (as needed)

**Tuesday, February 15, 2022 - City Council**

**Public Hearings/General Business**

**21-0182** Board and Commission Appointments (as needed)

**Thursday, February 17, 2022 - City Council**

**Workshop**

**21-0183** 8:30 A.M. SPECIAL COUNCIL MEETING (Workshop)  
Budget Issues and Study Issues Workshop

**Date to be Determined - City Council**

**Public Hearings/General Business**

<b>21-0287</b>	Cultural Inclusion
<b>21-0030</b>	El Camino Real Specific Plan
<b>21-0050</b>	Adopt Updated Lawrence Station Area Plan and Related Actions
<b>21-0053</b>	Moffett Park Specific Plan: Selection of a Preferred Land Use for Study
<b>21-0065</b>	Approval of Assessment of Fair Housing Plan



# City of Sunnyvale

## Agenda Item

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**21-0271**

**Agenda Date:** 2/23/2021

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Board/Commission Meeting Minutes



# City of Sunnyvale

## Meeting Minutes - Draft

### Planning Commission

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Monday, January 11, 2021

7:00 PM

Telepresence Meeting: City Web Stream |  
Comcast Channel 15 | AT&T Channel 99

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**Special Meeting - Study Session - Canceled | Public Hearing - 7:00 PM**

#### TELECONFERENCE NOTICE

#### **STUDY SESSION CANCELED**

#### **7:00 PM PLANNING COMMISSION MEETING**

#### **CALL TO ORDER**

Chair Howard called the meeting to order at 7:00 PM.

#### **ROLL CALL**

**Present:** 7 - Chair Daniel Howard  
Vice Chair David Simons  
Commissioner Sue Harrison  
Commissioner John Howe  
Commissioner Ken Olevson  
Commissioner Ken Rheaume  
Commissioner Carol Weiss

#### **ORAL COMMUNICATIONS**

#### **CONSENT CALENDAR**

MOTION: Commissioner Howe moved and Commissioner Weiss seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:



**Yes: 7 -** Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Olevson  
Commissioner Rheume  
Commissioner Weiss

**No: 0**

1. [21-0149](#) Approve Planning Commission Meeting Minutes of December 14, 2020

### **PUBLIC HEARINGS/GENERAL BUSINESS**

2. [21-0122](#) **Proposed Project:**  
**DESIGN REVIEW** for a first-story addition of 293 square feet and second-story addition of 206 square feet to an existing two-story home resulting in 2,956 square feet (2,501 square feet of living area and 455 square feet garage) and 47.5% floor area ratio (FAR).  
**Location:** 1519 Emperor Way (APN: 309-36-015)  
**File #:** 2020-7639  
**Zoning:** R-0 - Low Density Residential  
**Applicant / Owner:** Emerald Design Group, LLC (applicant) / Tamer M Mahmoud and Dina M Hadi (owners)  
**Environmental Review:** Class 1 Categorical Exemption relieves this project from the California Environmental Quality Act (CEQA).  
**Project Planner:** Momoko Ishijima, (408) 730-7532, [mishijima@sunnyvale.ca.gov](mailto:mishijima@sunnyvale.ca.gov)

Senior Planner Momoko Ishijima shared the staff report with a slide presentation. She noted that Recommended Conditions of Approval EP-1 and EP-3 in Attachment 4 should be removed as the Department of Public Works determined that EP-1 is not applicable to the proposed project and EP-3 was included in error.

Commissioner Weiss asked staff if the proposed project is subject to the new Reach Codes. Senior Planner Ishijima stated that the Reach Codes have an anticipated effective date of January 27, 2021 and would not apply to proposed projects deemed complete before that date.

Vice Chair Simons asked if staff recommended the change in front door style. Senior Planner Ishijima responded that the applicant proposed the front door modification.

Chair Howard opened the Public Hearing.

Dina Hadi and Tamer Mahmoud, homeowners, presented information about the proposed project.

Commissioner Weiss asked the homeowners if the new kitchen would include energy efficient upgrades. Mr. Mahmoud stated that most of their existing appliances are newer and energy efficient and they plan to use LED lighting throughout the home. Ms. Hadi added that they would also repurpose existing materials such as cabinetry.

Vice Chair Simons asked the homeowners how the second floor loft would be used and Mr. Mahmoud explained that it is intended as additional living space. Vice Chair Simons complimented the front door modification and cautioned the homeowners that a portion of the roof on their existing home forms a valley which is prone to leaks.

No members of the public spoke and the homeowners chose not to share any additional information about the proposed project.

Chair Howard closed the Public Hearing.

MOTION: Commissioner Howe moved and Commissioner Weiss seconded the motion for Alternative 2 - Approve the Design Review with modified conditions.

The modified Condition of Approval is as follows:

1. Remove Recommended Conditions of Approval EP-1 and EP-3 in Attachment 4 as the Department of Public Works determined that EP-1 is not applicable to the proposed project and EP-3 was included in error.

Commissioner Howe stated that the proposed project looks good and noted that none of the neighbors expressed any concerns about it. He commented that privacy concerns on the left elevation have been addressed and wished the homeowners and their family well.

Commissioner Weiss complimented the homeowners' efforts to update their home to accommodate their growing family and keep them living in Sunnyvale. She stated

that no deviations have been requested and she can make the findings and she hoped the other Commissioners will support the motion.

Vice Chair Simons stated that he can make the findings and the proposed project would improve the home with respect to the neighborhood. He commented that the proposed project would enhance the existing architecture with no impacts to the back of the home and with improvements to the front. He recommended the homeowners explore mossy brown and green exterior colors and stated that he supports the proposed project.

Commissioner Harrison stated that the proposed project is a nice addition to the existing home and that she will support the motion.

Chair Howard restated the motion and voiced his support for it, expressing his hope that if the motion passes, the family enjoys the improvements and the constructions goes smoothly.

The motion carried by the following vote:

**Yes:** 7 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Olevson  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

Assistant Director Andrew Miner stated that this decision is final unless appealed or called up for review by the City Council within 15 days.

3. [21-0142](#) **Proposed Project:**  
**SPECIAL DEVELOPMENT PERMIT** to allow a 12-story mixed use development on Subblock 3 South in Block 18 of the DSP, adjacent to Redwood Square, with 479 units and approximately 30,000 square feet of ground floor retail/restaurant space and two levels of below grade parking.  
**VESTING TENTATIVE MAP** to allow modifications to lot line locations and the creation of commercial condominium spaces.  
**Location:** 200 S. Taaffe Street (APNs: 209-35-023 & 022)

**File #:** 2020-7262

**Zoning:** DSP (Downtown Specific Plan)/Block 18

**General Plan:** Downtown Specific Plan

**Applicant / Owner:** STC Ventures LLC (applicant and owner)

**Environmental Review:** No additional review required as per CEQA Guidelines 15168(c)(2) and (4) - environmental impacts of the project are addressed in the Downtown Specific Plan Program Environmental Impact Report (EIR) (State Clearinghouse #2018052020).

**Project Planner:** Shaunn Mendrin, (408) 730-7431,  
smendrin@sunnyvale.ca.gov

Principal Planner Shaunn Mendrin shared the staff report with a slide presentation and noted that Recommended Condition of Approval TM-3 in Attachment 4 has been revised to allow the applicant flexibility with ownership management and the association for common area improvements throughout Block 18.

Vice Chair Simons stated his concern that the balconies are too minimalist and suggested using architectural elements from the cover of the entryway as part of the base of each balcony, or supports similarly used with awnings, or removing the plain, vertical railing so the balconies tie in more with the rest of the building. Principal Planner Mendrin stated that the Architect can provide more insight on the balconies and added that fritted glass would be used for some of them for visual interest. Vice Chair Simons observed that the corner of the building depicted in P1.0 in Attachment 5, Proposed Site and Architectural Plans, is flush which is not consistent with the rest of the building; asked what the street lighting would be; commented that the bicycle racks are too generic-looking; asked about the concept for the gateway interior walls and ceiling; expressed his hope for varied exterior sign types including those that project; and stated his concern that the building bulk might be disproportionate to the landscape and the pedestrian experience. Senior Assistant City Attorney Rebecca Moon reminded the Commissioners that this portion of the public hearing is dedicated to asking staff questions.

Commissioner Harrison confirmed with Principal Planner Mendrin that page one of Attachment 2, Project Data Table, should read that 479 is the maximum number of units.

Commissioner Howe asked staff how much of the mechanical equipment on top of the building would be visible from the ground level or from Murphy Avenue. Principal Planner Mendrin and Assistant Director Andrew Miner stated that an imperceptible amount might show depending where one is on the ground. Commissioner Howe asked staff how many of the 479 residential units would have balconies and if staff

would be amenable to a condition that directs the staff and applicant to work together to increase the number of balconies. Principal Planner Mendrin answered that 196 units would have balconies and that staff would be amenable to the condition but suggested Commissioner Howe also ask the applicant. Assistant Director Miner confirmed with Commissioner Howe that he is only interested in maximizing the number of balconies as feasible as multiple factors might make adding a certain number of balconies difficult to achieve.

Commissioner Rheume asked staff about truncated domes and the difference between a detectable warning and driveway/flush curb sidewalk edge as referenced on page L0.3 in Attachment 5. Principal Planner Mendrin and Assistant Director Miner explained that the detectable warning curbs have truncated domes, yellow surfaces with bumps that provide warning to people with visual impairments of potential hazard when entering the street. Principal Planner Mendrin remarked that for added safety, flush curbs are limited to McKinley Avenue and the intersections of Murphy and McKinley avenues and Murphy Avenue and the new private street.

Commissioner Olevson asked staff why only 470 of the 479 residential units would have an assigned parking space. Principal Planner Mendrin responded that nine units would have dedicated spaces in the public parking garage across the street on South Taaffe Street, adding that the remainder of the site's parking for guests and non-residential uses would also be located in the parking garage across on Taaffe. He added that Walker Consultants conducted a comprehensive parking analysis for all of Block 18. Chrissy Mancini Nichols, City-hired consultant representing Walker Consultants, explained that their model recommended a supply of 417 residential spaces and not a one to one parking ratio because of commuting and vehicle ownership factors. She further remarked that there would be ample public parking available considering the existing and future parking demand, with 817 public parking spaces total available on Block 18 once all new parking is built.

Chair Howard opened the Public Hearing.

Travis Duncan, representing Sares Regis, residential developer for STC Venture LLC; and Marcel Wilson with Bionic presented images and information about the proposed project with a slide presentation.

Commissioner Howe asked Mr. Duncan if they are amenable to a condition that would require the staff and applicant to work together to explore adding more balconies. Mr. Duncan answered that they welcome the opportunity to study the

option and that creating more visibility to the plaza is important. Commissioner Howe stated that more balconies enhance plaza visibility and therefore safety. Jeffrey Heller, Architect with Heller Manus Architects, expressed concern that too many balconies might alter the nature of the design and could result in a repetitive, less friendly, and less quality project. Commissioner Howe clarified that the intent of the motion would be for staff and the applicant to agree to add balconies only as feasible and appropriate. Mr. Heller stated that the caution was important to mention and added that the ample open space opportunities would also provide visibility to the plaza.

Commissioner Weiss asked Mr. Duncan if the proposed project could be built without pile driving which would be prohibited by Recommended Condition of Approval GC-20 in Attachment 4. Mr. Duncan stated that they would use a mat foundation instead, a four- to five-foot-thick reinforced concrete slab. He also stated that their geotechnical and structural engineers deemed it appropriate based on a soil analysis of the site. Commissioner Weiss expressed concern that the two- and three-bedroom floor plans do not provide storage areas beyond closets. Mr. Duncan explained that the two- and three-bedroom units would all have walk-in closets, with each closet approximately three to four times larger than a standard bedroom closet. He added that it was more important to them to provide more housing units than bigger closets. Commissioner Weiss stated her concern that residents would use the balconies as storage if not supplied adequate storage space inside the units. Mr. Duncan responded that they do not want that to happen and their other projects have not had that issue. He stated that the storage at The Flats apartments across the street is significantly underused, another reason why they believe the walk-in closets inside the units are sufficient. He added that they distributed the storage throughout the units which is more desirable and functional. Mr. Heller and Mr. Duncan further remarked that Sares Regis, as a property manager, does not allow storage on balconies. Commissioner Weiss asked how the elevators would work in the event of a power outage and Mr. Duncan answered that an emergency generator on the building's roof would supply power. Commissioner Weiss questioned why the east lobby is named such when it appears to be on the west side as depicted on page A1.3 of Attachment 5. Mr. Duncan responded that it is considered the east entrance to Building 1.

Commissioner Rheume expressed concern that the concrete columns as depicted in A2.7 in Attachment 5 are too industrial-looking and the storefronts in A2.3 are too generic, and asked if the columns could be softened and the tenant spaces designed more uniquely with different types of canopies, textures and recessed

entries. Mr. Duncan stated that the renderings provide an idea of what the storefronts could look like and the final designs are subject to the Tenant Design Guidelines and would be determined as the tenants occupy the spaces, adding that they are open to softening the columns in conjunction with staff. Assistant Director Miner clarified that the Commissioners can request specific design elements for the tenant spaces. Commissioner Rheume voiced interest in the staff and the applicant working together so that the new private street north of the project site is friendly and welcoming. Assistant Director Miner noted that Commissioner Rheume might pursue a modification that directs the applicant to submit a Miscellaneous Plan Permit for staff to review based on the Commissioners' feedback. Commissioner Rheume asked if any of the residential units would be for sale and when construction is expected to begin if the proposed project is approved. Mr. Duncan stated that all the residential units are apartments and only the ground floor commercial spaces would be condominiums and that they hope to break ground this year if the economy and other factors improve. Mr. Duncan added that construction timing for the Block 3 South and Block 3 North sites is important as their parking garages would be excavated as one. Commissioner Rheume voiced his support for a statement piece of art that improves Redwood Square, similar to the image of hippopotami in his virtual background screen. Mr. Duncan replied that they are working with the Arts Commission and they hope to provide a piece that is big, beautiful and exciting.

Chair Howard noted that he also likes the art as part of the pedestrian space in Commissioner Rheume's virtual background screen.

Vice Chair Simons asked the applicant team to address his concern about the plain appearance of the balconies and his suggestions for improving them. Vice Chair Simons asked Chair Howard how the applicant team should proceed with answering his questions if they answer while displaying slides containing new information.

Commissioner Howe asked Senior Assistant City Attorney Rebecca Moon to address his concern that members of the public would not have a chance to respond if the applicant presents new information and images about the proposed project after they have had a chance to speak. Senior Assistant City Attorney Moon stated that the Commissioners could agree to reopen the meeting to members of the public so that they could provide additional comments. Commissioner Howe agreed with Chair Howard's suggestion to allow the applicant team to share the first part of their presentation to address balconies and then finish the remaining part of their presentation after members of the public have spoken.

Vice Chair Simons added that in addition to his concerns stated earlier, he would like the applicant team to address if there would be attachment points on the gateway for hanging art, if there would be any lighting behind the mesh on the gateway, if there would be any restrictions on what is placed on the gateway glass from the interior, and if retail and information signage could be improved so that they are varied, less flat, and more visible from down the street. Mr. Duncan stated that they are open to submitting a Miscellaneous Plan Permit for Tenant Design Guidelines for commercial tenant space to ensure the final designs address Vice Chair Simons's concerns. Vice Chair Simons restated his remaining questions for the applicant team. Vice Chair Simons agreed with Commissioner Rheume that the columns and windows on the ground floor look generic and he is in favor of any different textures and recessed entries that can improve them.

Mr. Heller presented the first part of the applicant team's second presentation with additional images and information about the proposed project.

Vice Chair Simons proposed ideas for making the balconies more interesting such as shaping their undersides to match the geometric shape of the South Taaffe Street covered entrance and adding struts for aesthetic purposes. Mr. Heller stated that they can study those options and that color is a possibility for the undersides if they can maintain the overall building design. Vice Chair Simons also suggested a chain link design for the balconies' guards. Mr. Duncan agreed with Vice Chair Simons that the balconies have a subtle design and that his suggestions are worth exploring but added that any changes would be subtle so as not to detract from the park and pedestrian experience and to ensure that the building itself is the attraction. Vice Chair Simons noted that the balconies could be noticed for being too generic.

Assistant Director Miner summarized for Mr. Duncan that he believes the Commissioners are trying to maximize the tenants' amenities and improve their experience while maintaining the overall building design. Assistant Director Miner asked Commissioner Howe and Vice Chair Simons if that is the intent of their potential conditions. Commissioner Howe clarified that with regard to the number of balconies, the applicant would not be required to add more and would only be obligated to work with staff to identify opportunities to add more if feasible, with any additions approved at the staff level. Vice Chair Simons agreed that the goal is to enhance the tenant experience and commented that modern architecture looks great when the design is consistent, that some modern architecture becomes more



ornate just by the addition of balconies, and that changing architecture could become a concern with adding a lot of balconies.

Vice Chair Simons asked if the windows and window frames are flush on the corner of the building depicted on page P1.0 of Attachment 5. Mr. Heller responded that the corners are intended to be articulated with more glass and agreed that the South Taaffe Street and McKinley Avenue corner could use more articulation like the rest of the building. Vice Chair Simons confirmed with Mr. Heller that the applicant team would be open to working with staff to enhance the articulation. Vice Chair Simons stated that more visually interesting bicycle racks would significantly improve the public realm at very little cost. Assistant Director Miner stated that it might be possible to work with the Department of Public Works if the change would be limited to just the plaza. Vice Chair Simons appreciated the legal concern and commented that it does not make sense to limit consideration of the bicycle racks considering the detail with which the Commissioners review proposed projects. Assistant Director Miner stated that the Department of Public Works's adopted standard must be followed and Senior Assistant City Attorney Moon added that the bicycle racks are within that department's purview, but the Commissioners can make recommendations to that department's staff. Assistant Director Miner stated that if both he and the applicant are interested in pursuing more unique bicycle racks, then staff would commit to advocating for them with that department based on his feedback.

Chair Howard commented that he understands Redwood Square to be the focus of the site such that the building itself and the architecture exist to complement the plaza and not detract from it. He also stated he wished there was more bicycle parking in downtown, bicycle racks' functionality is more important than their aesthetics, and the Bicycle and Pedestrian Advisory Commission is better qualified to critique bicycle racks.

Mike Serrone praised the applicant for the proposed project, voiced support for it, and commented that it might be possible to update the bicycle racks later on, that more electric vehicle charges are needed, and that it would nice if an architectural element such as the entrance overhangs could be a repeated element throughout downtown.

Janet Hama expressed concerns about Redwood Square's Redwood trees that need plenty of water and air, the proposed project blocking light from the retailers across the street, and the likelihood of the residences being occupied during the

pandemic.

Michael Johnson, Executive Director with the Sunnyvale Downtown Association, voiced support for the proposed project and expressed that it would strengthen the downtown community.

Mr. Duncan presented additional information about the proposed project.

Chair Howard closed the Public Hearing.

Assistant Director Miner stated the potential conditions of approval regarding Tenant Design Guidelines, new street design and balconies that Commissioner Howe and Commissioner Rheume requested staff draft. Vice Chair Simons confirmed with Assistant Director Miner that the Tenant Design Guidelines motion can be modified to include opportunities for varied sign types, including projecting signs. Vice Chair Simons added that he is interested in a condition that directs staff and the applicant to work together to develop potential uses for the gateway, requires attachment points be hung in the upper part of the gateway and instructs them to explore different lighting and materials for the area.

MOTION: Commissioner Howe and Commissioner Weiss seconded the motion for Alternative 2 - Make the required Findings required to approve the CEQA determination that the project is consistent with the Downtown Specific Plan's Program Environmental Impact Report and no additional environmental review is required, and approve the Special Development Permit and Vesting Tentative Map based on Findings in Attachment 3 and Recommended Conditions of Approval in Attachment 4 subject to modified Conditions of Approval.

The modified Conditions of Approval are as follows:

1. Add a Condition of Approval to Attachment 4 regarding Tenant Design Guidelines to read as follows:

#### Tenant Design Guidelines

Applicant shall submit a Miscellaneous Plan Permit for Tenant Design Guidelines for retail and commercial tenant space to ensure final design includes uniqueness between tenants, addition of canopies and recessed entries, and different textures and opportunities for varied sign types, including projecting signs, subject to review and approval by the Director of Community Development. [COA] [Planning]

2. Add a Condition of Approval to Attachment 4 regarding new street design to read as follows:

#### New Street Design

Applicant shall submit a Miscellaneous Plan Permit for the final design of the new private street to the north of the project site to review street design, landscaping, street furniture and driveway design subject to review and approval by the Director of Community Development. [COA] [Planning]

3. Add a Condition of Approval to Attachment 4 regarding balconies to read as follows:

#### Balconies

Applicant shall work with staff to identify opportunities to maximize the number of balconies for the residential units, as long as additional balconies can be accommodated into the existing design without compromising architectural elements or structural integrity of the building. [COA] [Planning]

4. Modify Recommended Condition of Approval TM-3 in Attachment 4 to read as follows:

#### Owners Association Creation

Any Owner's Association formed by developer/Owner shall comport with the state law requirements for Common Interest Developments. Covenants, conditions and restrictions (CC&Rs) relating to the development are subject to review for consistency with the Conditions of Approval by the City Attorney and Director of Community Development prior to recordation of Condominium Map or alternative as defined in the approved DA. [COA] [Planning]

Commissioner Howe stated that he can make the findings and the proposed project has significantly improved over time, noting that the building height was determined when the Downtown Specific Plan (DSP) was approved in 2020. He commended the applicant team on the proposed project, acknowledged staff's work on it, and stated that the Commissioners' modifications would improve it. Commissioner Howe expressed his thankfulness for being a part of the proposed project and stated that it would be a wonderful addition to downtown.

Commissioner Weiss stated that she is excited about the proposed project and is

looking forward to spending time in Redwood Square. She recognized the proposed project for its central location to retail and transportation, vital housing opportunities including below market rate units, porte-cochere design, striking colors and materials, and the vibrancy and life it would provide downtown. She also appreciated the design's holistic approach and CityLine's involvement. She added that it would be a great, visible symbol of the new downtown Sunnyvale and further remarked that she can make the recommended findings and hoped that the other Commissioners will also support the motion.

Chair Howard restated the motion.

Commissioner Rheume stated that he will support the motion and can make the findings and applauded the applicant team, Principal Planner Mendrin and staff on their work to improve the proposed project. He noted that he particularly likes the signature archway, how the focus is on Redwood Square where people could sit among the Redwood trees and how the top floors have been stepped back to look more like a residential building, adding that those small details make a big difference long term. He stated that because the proposed project is so large, it is still important for the staff and applicant to continue to work together on details like the storefronts and balconies. He hoped for construction to begin soon and for the final product to turn out as well as everyone hopes and he urged the Commissioners to support the motion.

Commissioner Harrison noted that her favorite aspects are the vistas created from different angles that accentuate the importance of Redwood Square and the uplifting nature of the porte-cochere which is modern art. She stated that the balconies are perfect in number, rhythm and simplicity and the focus should not be on them but instead on the people and the surrounding activity. She thanked the applicant team for their hard work as the project has evolved and stated that it is a big project beautifully done and she will support the motion.

Commissioner Olevson thanked the applicant team as the project is large and has evolved over the years. He stated that he is pleased that Redwood Square has been integrated into the proposed project with the focus on restaurants and balconies, transforming it into an essential part of downtown. He commented that he likes the overall architecture and that the applicant team documented their response to each Commissioner's comments from the Study Session. He voiced his hope that the proposed project can be built as soon as possible. Commissioner Olevson stated that he cannot find any reason not to approve the proposed project and

commented that it would blend in with the DSP and enhance downtown development. He added that he supports the project wholeheartedly.

Vice Chair Simons thanked the applicant team for their hard work as the proposed project has progressed. He stated that there are architectural elements that could be improved with consistency, projections, and revealing different shapes in the building, but he believes they would not be improved to the level he expects for downtown. He noted other issues such as his belief that downtown would have a much more transient feel with the rental units that the proposed project would supply than if downtown incorporated a mix of housing types such as townhomes and condominiums. He stated that although he supports the Redwood trees for the plaza, the site would benefit from modifications to the landscaping plan to make it more useful. He further remarked that he hopes the project turns out well and he will not support the motion.

Chair Howard stated that he will support the motion, can make the findings, and is enthusiastic about the proposed project while noting his fear that there will be another economic downturn that would halt downtown redevelopment again. He commented that he understands Redwood Square is the focus of the area and the building's architecture serves to compliment it and not upstage it. He stated that the mid-rise apartments are another type of lifestyle opportunity to serve the diverse needs of people today and the thought of living downtown near restaurants and close to public transportation appeals to him. Chair Howard appreciated Vice Chair Simons's comments on ownership versus renting in downtown and stated that larger apartment management companies often encourage residents to get involved in the community more instead of with ownership units where the landlord is often off site or absent.

The motion carried by the following vote:

**Yes: 6 -** Chair Howard  
Commissioner Harrison  
Commissioner Howe  
Commissioner Olevson  
Commissioner Rheume  
Commissioner Weiss

**No: 1 -** Vice Chair Simons

Assistant Director Miner stated that this decision is final unless appealed or called up for review by the City Council within 15 days.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**NON-AGENDA ITEMS AND COMMENTS**

**-Commissioner Comments**

Vice Chair Simons asked for an update on the status of the recommendations made at the Join Meeting of City Council with Board and Commission Chairs and Vice Chairs on November 17, 2020. Assistant Director Andrew Miner stated that a City Council Subcommittee will be formed to explore some of the recommendations, and he welcomed the Commissioners' feedback on anything that is within staff's ability to improve.

Commissioner Rheume asked Assistant Director Miner to provide an update on new proposed projects submitted, projects moving towards construction, and any projects that have stalled.

Chair Howard thanked Commissioner Howe for questioning the order of the applicants' presentations and comments from members of the public and asked if it is advisable to allow the downtown applicants additional time to present. Senior Assistant City Attorney Rebecca Moon stated that the Chair has discretion to allow members of the public more time to present and that it is appropriate for more complex items for consideration and that it does not set a precedent and can be considered based on the circumstances.

**-Staff Comments**

Assistant Director Andrew Miner stated that at the next meeting on January 25, 2021 the Commissioners will rank study issues and there will be a Study Session to educate the Commissioners on staff's application review process in preparation for an upcoming appeal on a completeness item. He also gave an updated status of projects in the City and encouraged the Commissioners to participate in the next Moffett Park Specific Plan workshop on transportation and infrastructure on February 1, 2021 from 4:00 PM to 7:00 PM.

**ADJOURNMENT**

Chair Howard adjourned the meeting at 10:09 PM.



# City of Sunnyvale

## Meeting Minutes - Draft

### Parks and Recreation Commission

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Wednesday, January 13, 2021

7:00 PM

Telepresence Meeting: City Web Stream

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#### **TELECONFERENCE NOTICE**

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Kenton called the meeting to order at 7:01 p.m. via teleconference.

#### **ROLL CALL**

**Present:** 5 - Chair Ralph Kenton  
Vice Chair Prakash Giri  
Commissioner Daniel Bremond  
Commissioner Gregory Dibb  
Commissioner Mike Michitaka

Council Liaison Hendricks (Present)

#### **PRESENTATION**

##### **A      [21-0089](#)      Park Dedication Fund Review**

Superintendent of Parks and Golf, Jim Stark provided an update on the Park Dedication Fund. Highlights included: background of fund's purpose, current budget, and update on current renovations at Community Center, Washington Swim Complex and Lakewood Park.

Commissioners inquired and staff responded:

How are the fund's usage decided? The funds are managed by our Finance Department and projects are guided by the 20-year plan.

#### **ORAL COMMUNICATIONS**

Chair Kenton opened oral communications and there being no public testimony, closed oral communications.

## **CONSENT CALENDAR**

Commissioner Bremond moved and Vice Chair Giri seconded the motion to approve the consent calendar as presented.

The motion carried by the following vote:

**Yes:** 5 - Chair Kenton  
Vice Chair Giri  
Commissioner Bremond  
Commissioner Dibb  
Commissioner Michitaka

**No:** 0

**1A**      [21-0055](#)      Approve the Parks and Recreation Commission Meeting Minutes of October 14, 2020

Approve the Parks and Recreation Commission Minutes of October 14, 2020 as submitted.

**1B**      [21-0088](#)      Approve the Joint Parks and Recreation Commission and Board of Library Trustees Meeting Minutes of November 18, 2020

Approve the Joint Parks and Recreation Commission and Board of Library Trustees Meeting Minutes of November 18, 2020 as submitted.

## **PUBLIC HEARINGS/GENERAL BUSINESS**

**2**      [21-0054](#)      Rank 2021 Study Issues

Commissioners collectively discussed the study issues of DPW 20-03 Waste Reduction Initiative in Sunnyvale Parks, DPW 20-11 Evaluate Feasibility of Dog Off-leash Hours in Select Sunnyvale Parks, and LRS 20-03 Assessment of Needs for Additional Outdoor Sports Programs and Facilities.

Chair Kenton thanked the public for their emails regarding their support for the DPW 20-11 Evaluate Feasibility of Dog Off-leash Hours in Select Sunnyvale Parks study issue.

Chair Kenton opened for public comment.

Sunnyvale resident, Carol S., affirmed her support for DPW 20-11 Evaluate



Feasibility of Dog Off-leash Hours in Select Sunnyvale Parks study issue. She noted that the study issue was ranked #1 at the PRC meeting in January 2020. Carol stated that residents with pets would work within the confines of the pilot, but currently there is no program to work with.

Sunnyvale resident, Kathleen P., voiced her support for DPW 20-11 Evaluate Feasibility of Dog Off-leash Hours in Select Sunnyvale Parks study issue. She noted that currently the Seven Seas Park has a designated dog park; however, the fenced area is limited, terrain is rocky and the ground does not absorb the smell of urine very well. She is supportive of exploring alternative spaces for dogs.

Chair Kenton closed public comment.

Staff conducted a random voice vote and informed the Commissioners of the ranking study issue results:

1. LRS 20-03 Assessment of Needs for Additional Outdoor Sports Programs and Facilities
2. DPW 20-11 Evaluate Feasibility of Dog Off-leash Hours in Select Sunnyvale Parks
3. DPW 20-03 Waste Reduction Initiative in Sunnyvale Parks

Commissioner Bremond moved and Commissioner Giri seconded the motion to adopt the ranking as provided.

The motion carried by the following vote:

**Yes:** 5 - Chair Kenton  
Vice Chair Giri  
Commissioner Bremond  
Commissioner Dibb  
Commissioner Michitaka

**No:** 0

### **STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

- 3      [21-0056](#)      Parks and Recreation Commission Proposed Study Issues,  
Calendar Year: 2022

Standing item. No study issues approved in previous meeting were posted.

### **NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioner Giri asked and staff responded.

Are there any volunteer opportunities associated with parks? Yes, the public can either call the Parks division for volunteer opportunities or participate in the adopt a park program.

Chair Kenton added that the City website has many newsletters that patrons can subscribe to for relevant information throughout the City.

**-Staff Comments**

None.

**ADJOURNMENT**

Chair Kenton adjourned the meeting at 8:41pm.



# City of Sunnyvale

## Meeting Minutes - Draft Arts Commission

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Wednesday, January 20, 2021

6:00 PM

Telepresence Meeting: City Web Stream

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**Special Meeting: Study Session - 6:00 PM | Regular Meeting - 7 PM**

### **TELECONFERENCE NOTICE**

#### **6:00 P.M. SPECIAL ARTS COMMISSION MEETING (Study Session)**

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Eskridge called the meeting to order at 6:01 p.m. via teleconference.

#### **ROLL CALL**

**Present:** 4 - Chair Dawna Eskridge  
Vice Chair Sue Serrone  
Commissioner Susannah Vaughan  
Commissioner Agnes Veith  
**Absent:** 1 - Commissioner Jeremie Gluckman

Commissioner Gluckman's absence is excused.  
Commissioner Veith joined the meeting at 6:05 p.m.

Council Liaison Klein (Present)

#### **STUDY SESSION**

**A**      [21-0057](#)      Master Plan for Public Art: Project Identification and Process

Kristin Dance, Recreation Services Coordinator II, informed Commissioners that not all suggested ideas that were recommended at the previous study session were added to the running list due to proposed locations being on private property.

Commissioners provided staff with project ideas and ideal locations for art pieces.

Staff took note and will send Commissioners a list of running project items to rank priority. Subsequently, staff will send this list to City Council and the public to rank as well.

### **ADJOURNMENT SPECIAL MEETING**

Chair Eskridge adjourned the meeting at 6:69 p.m.

### **7 P.M. ARTS COMMISSION MEETING**

#### **CALL TO ORDER**

Chair Eskridge called the meeting to order at 7:00 p.m. via teleconference.

#### **ROLL CALL**

**Present:** 4 - Chair Dawna Eskridge  
Vice Chair Sue Serrone  
Commissioner Susannah Vaughan  
Commissioner Agnes Veith  
**Absent:** 1 - Commissioner Jeremie Gluckman

Commissioner Gluckman's absence is excused.

Council Liaison Klein (Present)

#### **ORAL COMMUNICATIONS**

Chair Eskridge opened oral communications and there being no public testimony, closed oral communications.

#### **CONSENT CALENDAR**

Commissioner Vaughan moved and Commissioner Veith seconded the motion to approve the consent calendar as presented.

**Yes:** 4 - Chair Eskridge  
Vice Chair Serrone  
Commissioner Vaughan  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

- 1A**      [21-0058](#)      Approve the Arts Commission Meeting Minutes of October 21, 2020

Approve the Arts Commission Minutes of October 21, 2020 as submitted.

- 1B**      [21-0140](#)      Approve the Arts Commission Meeting Minutes of December 16, 2020

Approve the Arts Commission Minutes of December 16, 2020 as submitted.

**PUBLIC HEARINGS/GENERAL BUSINESS**

- 2**      [21-0141](#)      Approve Art in Private Development Project - Harvest Properties/Catalyst/684-870 W. Maude Ave.

Kristin Dance informed Commissioners that there has been a minor change in the report regarding the interpretive display. Staff will resend full agenda packet.

Chandra Cerrito, Art Consultant at Harvest Properties, provided detailed information regarding the project. Highlights included: illustration of project phases, projected construction timeline, project background, artwork locations on property, and reason for selecting Rob Ley.

Rob Ley, artist, provided a presentation on accomplished projects of similar scope and scale. Highlights included: images of recent projects, approach to artwork, understanding of differing vantage points, message in art piece, conceptual process, selection of materials, and an interpretive plaque.

Commissioners inquired and artist responded.

Can this project use recycled materials? Yes, aluminum will be medium of choice and is generally a recycled material.

Commissioner Vaughan moved and Commissioner Serrone seconded the motion to approve the Art in Private Development Project - Harvest Properties/Catalyst/684-870 W. Maude Ave.

The motion carried by the following vote:

**Yes:** 4 - Chair Eskridge  
Vice Chair Serrone  
Commissioner Vaughan  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

**3**      [21-0059](#)      Rank 2021 Study Issues

Commissioners collectively discussed the study issues of LRS 21-01 Establish an Artist in Residence Program and LRS 21-02 Art in Private Development - Recycle, Reuse and Repurpose.

Chair Eskridge opened for public comment and there being no public testimony, closed public comment.

Staff conducted a random voice vote and informed the Commissioners of the ranking study issue results:

1. LRS 21-01 Establish an Artist in Residence Program
2. LRS 21-02 Art in Private Development - Recycle, Reuse and Repurpose

Commissioner Vaughan moved and Commissioner Veith seconded the motion to adopt the ranking as provided.

The motion carried by the following vote:

**Yes:** 4 - Chair Eskridge  
Vice Chair Serrone  
Commissioner Vaughan  
Commissioner Veith

**No:** 0

**Absent:** 1 - Commissioner Gluckman

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**4**      [21-0060](#)      Arts Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were posted.

Damon Sparacino, Superintendent of Recreation Services, informed Commissioners

that staff will provide a study issues overview presentation at the next scheduled meeting.

### **NON-AGENDA ITEMS & COMMENTS**

#### **-Commissioner Comments**

Chair Eskridge encouraged Commissioners and the public to view temporary murals located at the Community Center.

#### **-Staff Comments**

Damon Sparacino thanked all Commissioners for help bringing public art to fruition.

### **ADJOURNMENT**

Chair Eskridge adjourned the meeting at 8:18 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Bicycle and Pedestrian Advisory Commission

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Thursday, January 21, 2021

6:30 PM

Telepresence Meeting: City Web Stream

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#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Mehlinger called the meeting to order at 6:30 p.m. via teleconference.

#### **ROLL CALL**

**Present 7 -** Chair Richard Mehlinger  
Vice Chair Leia Mehlman  
Commissioner John Cordes  
Commissioner Arwen Davé  
Commissioner Dan Hafeman  
Commissioner Timothy Oey  
Commissioner Scott Swail

Russ Melton, Council Liaison, Dennis Ng, Transportation and Traffic Manager, Lillian Tsang, Principal Transportation Engineer and Ralph Garcia, Senior Transportation Engineer attended via teleconference.

#### **PRESENTATION**

**A**      [21-0210](#)      Climate Action Playbook Progress Update

Ralph Garcia introduced Nupur Hiremath, Environmental Programs Manager, Department of Environmental Services and Madeline Willett, Environmental Engineering Coordinator, Department of Environmental Services.

Nupur Hiremath and Madeline Willett presented on the Climate Action Playbook Progress. They highlighted the following:

- 2019 Communitywide Greenhouse Gas Emissions



- Recap of total emissions by year and sector
- Playbook Progress Update
- Progress Updates for Scheduled Moves Key Accomplishments
- Pandemic Staffing & Funding Impacts
- Climate Action Scoreboard and Landing Page

Vice Chair Mehlman asked why were the natural gas prices increased. Ms. Willett stated between 2018-2019 residents/commercial heaters were turned on more often which would account for the price increases.

Commissioner Davé asked if the data that was given was based on projections of the number of people and square footage building rather than direct measurements of the emissions and which ones are they? Ms. Willett stated the energy sector is actual consumption based on electricity and natural gas used and transportation emissions are based on a model which is a projection based on population and land use. Off-road emissions come from a model from the County.

Commissioner Cordes asked about the following:

- What is the future plan for the Bike Share Pilot and why isn't there discussion with the County through VTA? Ms. Tsang stated that the company who participated in the Bike Share Program has pulled from the market. No other companies have expressed interest in operating a Bike Share Program in Sunnyvale. Ms. Tsang stated VTA is not leading in any effort to deploy any Bike Share Programs.
- Are they on track to hit the 2030 targets. Ms. Hiremath stated they are half way there to hit the 2030 target so they have 9 years and 28% to go. They are 90% confident they will hit their target by 2030.

Commissioner Oey asked about the following:

- What factors went into the Vehicle Miles Traveled (VMT) model? Ms. Hiremath stated that the VMT comes from the land use and transportation element of the City's general plan.
- Will there be a system in place where measurements of VMT will actually occur rather than a model? Ms. Hiremath stated that the Traffic and Transportation staff are working on a better predictor for VMT. Ms. Willett stated Google has a pilot program with real time data for transportation to predict VMT.
- Why were commercial natural gas increasing? Ms. Willett stated there has been a large increase in square footage for commercial space.
- Is the burning of fuel the only factor in EV's? Ms. Willett stated it is only the gas that is replaced.

- Is there any type of rebate program in the Climate Action Playbook for HVAC systems by making them heat pump based? Ms. Hiremath stated it does include space heating.
- Are you prioritizing by which thing would make the biggest impact in the plan to reach the 2030 target? Ms. Hiremath stated they look for the most meaningful action the City could take to shrink the large wedge of 50% in transportation.

Commissioner Hafeman asked about the following:

- Is there data that has been tracked on heat pump water heaters and heat pump house heating and is the data available to the public? Ms. Hiremath stated that Silicon Valley Clean Energy is tracking how many homes have leveraged their program for replacing their water heater with a heat pump water heater. Ms. Hiremath stated the data is available on the SVCE website.
- Is the data from private companies being leveraged for VMT? Ms. Hiremath stated they are not leveraging data from private companies in Sunnyvale. Ms. Hiremath stated the Travel Demand Model (TDM) program may be using this data. Dennis Ng, Transportation and Traffic Manager, stated that the TDM program is in coordination with Apple, Moffett Park Business Group and Google to get corporate rider ship data.

Chair Mehlinger asked about the following:

- What is VMT per resident and employee in the City? Ms. Willett stated between 2017-2019 population has increased but the VMT per capita has remained largely the same.
- Is Sunnyvale looking into Electric Micro Mobility Devices? Ms. Tsang stated the City is currently not looking into these devices.
- If you were to take out non electricity carbon levels from 1990 and compared them to non electricity carbon levels today where would we be? Ms. Hiremath stated the 1990 levels are approximation because they didn't have someone building Sunnyvale's Greenhouse Gas and Majority in 1990. Chair Mehlinger asked to compare 2008 with today instead. Ms. Hiremath stated she will look into it.
- Has there been any discussion on a ban on 2-stroke motors? Ms. Hiremath stated off-road emissions are 7% of their inventory. The City's Community Development has been working on an update to the City's General Plan on chapters on air quality and noise.
- Has there been consideration of expanding the Bicycle Parking Retrofits Program or additional programs to promote the construction of bicycle parking for commercial parking spaces and is there any consideration to expand it? Ms. Tsang stated the program is already launched, and it is on the City's website.

Commissioner Oey asked if there is away to measure how many residents and businesses have no natural gas going to them? Ms. Willett stated Silicon Valley Clean Energy (SVCE) is working on it.

Chair Mehlinger opened for public comment.

Dave Simons, member of the public, commented and asked about the following:

- Urban Forest issue
- Conflict with trees and solar panels put on homes
- Tree selection within the City
- Recommends in addition to the Climate Action Plan to have an Urban Forest Plan

Chair Mehlinger closed for public comment.

Commissioner Oey commented on the following:

- Google data on measuring people moving about
- Dashboard that shows "complete" for implementing the Active Transportation Plan

Commissioner Davé commented on the following:

- Getting information on samples of emissions from other sources

Commissioner Cordes commented on the following:

- E-bike rebates
- Reducing VMT by having people work from home in the Climate Action Playbook
- Multi Modal Plan
- Mode shift goals
- Traffic enforcement

Chair Mehlinger asked if the City has discussed with the State to legalize automated speed enforcement camera? Mr. Ng stated there is currently is no movement at the state legislation level for doing that.

Commissioner Hafeman commented on the following:

- Measuring transit usage and active mode usage
- Thanked staff for the wonderful presentation and website/dashboard

Commissioner Swail commented on the following:

- Greenhouse gas reductions

Commissioner Oey commented on the following:

- Thanked staff for the excellent presentation
- Automated speed enforcement

Chair Mehlinger called for a recess at 7:55 p.m. Chair Mehlinger reconvened the meeting at 8:10 p.m.

### **ORAL COMMUNICATIONS**

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

### **CONSENT CALENDAR**

- 1A.      [21-0209](#)      Approve the Bicycle and Pedestrian Commission Meeting Minutes of December 17, 2020.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of December 17, 2020 as amended.

Commissioner Oey moved and Commissioner Hafeman seconded to approve amended item 1.A.

The amendment was made by Chair Mehlinger who stated on the bottom of page 4 that says "Vice Chair Mehlinger commented on the following - thanked everyone for their work on the project" should say "Vice Chair Mehلمان commented on the following - thanked everyone for their work on the project".

The motion carried the following vote:

**Yes 7 -**    Chair Mehlinger  
             Vice Chair Mehلمان  
             Commissioner Cordes  
             Commissioner Davé  
             Commissioner Hafeman  
             Commissioner Oey  
             Commissioner Swail

**No 0**

### **PUBLIC HEARINGS/GENERAL BUSINESS**

## 2      [21-0211](#)      Ranking of 2021 Study Issues

Lillian Tsang, Principal Transportation Engineer, discussed each Study Issue and provided Staff's recommendations. The Commissioners then discussed each Study Issue.

### 1. CDD 19-07 - Develop Citywide Guidelines or Criteria for Allowing Reduced Parking for Development Projects and for Future Conversions of Parking to Other Uses

- Staff recommendation: Defer

### 2. DPW 20-05 - Evelyn Avenue Multi-Use Trail and Bikeway Study

- Staff recommendation: Drop

### 3. DPW 21-01 - Bike Lanes on Hollenbeck Avenue between El Camino Real and Homestead Road

- Staff recommendation: Drop

### 4. DPW 21-02 - Community Driven Active Transportation Plan Amendment Process

- Staff recommendation: Drop

### 5. DPW 21-03 - Pedestrian and Bicycle Facility Installation on Tasman Drive from Fair Oaks Avenue to Lawrence Expressway

- Staff recommendation: Drop

Chair Mehlinger opened for Public Comment.

Dave Simons, member of the public, commented on the following:

- Rules of the Study Issue process

Chair Mehlinger closed for Public Comment.

Commissioner Cordes moved and Commissioner Oey seconded the motion to drop CDD 19-07. The motion failed by the following vote:

**Yes 1 -** Commissioner Cordes

**No 6 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

Commissioner Cordes thought the study is interesting but it is not high on the priority. Given staff's current workload, he would recommend to drop it.

Commissioner Hafeman and Chair Mehlinger commented on why this study issue should not be dropped and why it should be deferred instead.

Commissioner Oey moved and Commissioner Hafeman seconded to defer CDD 19-07. The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

Commissioner Oey agreed with Staff's recommendation on deferring this study issue.

Chair Mehlinger moved and Commissioner Oey seconded the motion to defer DPW 21-01. The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

Chair Mehlinger believed having bicycle facility on Hollenbeck Avenue is an excellent idea. However, there are other more important bicycle recommendations in the Active Transportation Plan (ATP) such as Sunnyvale-Saratoga Road, Evelyn Avenue, and Tasman Drive. Improvements on Hollenbeck is valuable but not as critical as the other locations; therefore, he recommended to defer it.

Commissioner Oey and Commissioner Hafeman agreed with Chair Mehlinger's reasonings.

Chair Mehlinger moved and Vice Chair Mehلمان seconded to defer DPW 21-02. The motion carried the following vote:

**Yes 7 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

Chair Mehlinger would like to see how the proposed improvements in the ATP would be implemented and revisit this study issue in a year.

Chair Mehlinger opened for Public Comment.

Dave Simons, member of the public commented on the following:

- Getting bike projects done during Covid-19

Ari Feinsmith, member of the public commented on the following:

- Support for the Tasman Study Issue and sending it City Council

Chair Mehlinger closed for Public Comment.

Commissioner Cordes moved and Commissioner Oey seconded to defer DPW 21-03. Commissioner Cordes indicated that BPAC should convince Staff to propose improvements on Tasman Drive; Commissioner Oey would want more time to gather more community support. Vice Chair Mehلمان also suggested to defer this study issue for a year.

Commissioner Davé explained why DPW 21-03 should not be deferred. Commissioner Hafeman and Commissioner Swail agreed this is an important corridor to implement bicycle and pedestrian improvements. Chair Mehlinger explained why he thinks this is an important study issue.

Commissioner Oey and Vice Chair Mehلمان indicated that they have been persuaded to not defer this study issue.

Commissioner Cordes moved and Commissioner Oey seconded to withdraw the motion to defer DPW 21-03.

Commissioners ranked the Study Issues as follows:

1. DPW 21-03: Pedestrian and Bicycle Facility Installation on Tasman Drive from Fair Oaks Avenue to Lawrence Expressway
2. DPW 20-05: Evelyn Avenue Multi-Use Trail and Bikeway Study

Commissioner Cordes moved and Commissioner Oey seconded the motion to accept the overall Study Issue Rankings. The motion carried by the following vote:



**Yes 7 -** Chair Mehlinger  
Vice Chair Mehلمان  
Commissioner Cordes  
Commissioner Davé  
Commissioner Hafeman  
Commissioner Oey  
Commissioner Swail

**No 0**

Commissioner Oey indicated that he is very happy DPW 21-03 is ranked number one, and hoped City Council will support BPAC's ranking.

Chair Mehlinger asked if he could get approval from the BPAC to send a letter to City Council arguing for the 1 current 1,2 ranking. Mr. Garcia stated that the Chair can send letters on behalf of the BPAC.

Chair Mehlinger asked if the Study Issue process can be discussed in future BPAC meeting. Mr. Garcia stated he would have to check with the Office of the City Manager.

**3**      [21-0214](#)      Report and Discussion of Recent Santa Clara Valley  
Transportation Authority (VTA) Bicycle and Pedestrian  
Advisory Committee (BPAC) Meeting

Timothy Oey, VTA BPAC Sunnyvale Representative, gave the meeting summary report regarding the following topics:

- Write up posted as a separate item that the BPAC can download
- Vice Mayor Glenn Hendricks is the current VTA Board Chair
- Caltrans District 4 has released a Draft Bay Area Pedestrian Plan
- Survey for Caltrans District 4 for Bike Highway Study
- Quick build education encouragement program
- Signal timing & clean air
- New Chair and Vice Chair for the VTA BPAC
- Silicon Valley Bike Coalition presentation about the survey on Silicon Valley cycling

Commissioner Hafeman thanked Commissioner Oey on his report.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

None.

**NON-AGENDA ITEMS & COMMENTS**

**-Commissioner Comments**

Commissioner Hafeman commented on the following:

- Fair Oaks Bike Lanes and Streetscape Project Phase 2 - pedestrian crossing warnings at freeway on-ramps/exits needed - Check out El Camino Real/SR 85

Commissioner Cordes commented on the following:

- Silicon Valley Bicycle Coalition monthly educational seminar, link will be sent to the BPAC

Vice Chair Mehlman commented on the following:

- Public workshop on the Moffett Park Specific Plan will be on February 1, 4:00 - 7:00 p.m.

Chair Mehlinger commented on the following:

- Improve Bicycle and Pedestrian Access at Sunnyvale Caltrain Station Study Issue

**-Staff Comments**

Lillian Tsang, Principal Transportation Engineer commented on the following:

- January 28, 2021 - Council Strategic Planning Workshop
- February 1, 2021 - Moffett Park Specific Plan Workshop
- February 2, 2021 - Mary Avenue Overcrossing City Council Study Session
- 2021 Master Work Plan will be brought to City Council for approval at the February 2 City Council meeting.
- February 25, 2021 - Study and Budget Issue Workshop for City Council
- Transportation and Traffic Safety website has been launched, will be updated periodically
- Bike Rack Installation Pilot Program has been launched
- Applying for a Caltrans Sustainable Communities Grant
- Discussion of the Transportation Development Act -, Article 3 Funding Recommendations at the February and March BPAC meetings
- Discussion of Utility bill concept design at the February and March BPAC meetings

Commissioner Oey asked about the following:

- List of new projects under consideration, specifically Crawford/Las Palmas

Commissioner Cordes asked about the following:

- Full page for Utility bill insert

**INFORMATION ONLY REPORTS/ITEMS**

[21-0215](#) BPAC 2021 Annual Work Plan (Draft)

[21-0216](#) Active Items List - January 2021

**ADJOURNMENT**

Chair Mehlinger adjourned the meeting at 10:06 p.m.



# City of Sunnyvale

## Meeting Minutes - Draft

### Planning Commission

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Monday, January 25, 2021

7:00 PM

Telepresence Meeting: City Web Stream |  
Comcast Channel 15 | AT&T Channel 99

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**Special Meeting - Study Session - Canceled | Public Hearing - 7:00 PM**

#### TELECONFERENCE NOTICE

#### **STUDY SESSION CANCELED**

#### **7:00 PM PLANNING COMMISSION MEETING**

#### **CALL TO ORDER**

Chair Howard called the meeting to order at 7:00 PM.

#### **ROLL CALL**

**Present:** 6 - Chair Daniel Howard  
Vice Chair David Simons  
Commissioner Sue Harrison  
Commissioner John Howe  
Commissioner Ken Rheaume  
Commissioner Carol Weiss  
**Absent:** 1 - Commissioner Ken Olevson

Commissioner Olevson's absence is excused.

#### **ORAL COMMUNICATIONS**

#### **CONSENT CALENDAR**

MOTION: Commissioner Howe moved and Vice Chair Simons seconded the motion to approve the Consent Calendar.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

**Absent:** 1 - Commissioner Olevson

1. [21-0218](#) Approve Planning Commission Meeting Minutes of January 11, 2021

**PUBLIC HEARINGS/GENERAL BUSINESS**

2. [21-0193](#) Selection and Ranking of Potential 2021 Study Issues

Principal Planner Amber Blizinski summarized each potential study issue for 2021.

Commissioner Weiss asked how many homes CDD 21-01 would apply to and if it would apply in all non-residential zoning districts throughout the city. Principal Planner Blizinski answered that it would affect a small number of homes located in non-residential zoning districts and each home or group of homes would need to be individually reviewed to assess compatibility with the surrounding neighborhood/properties to ensure that potentially allowing the non-conforming residential uses to expand would not cause issues/concerns.

Vice Chair Simons asked if the scope for the same study as CDD 20-02 that staff is currently interviewing consultants for could include a list of trees and their carbon sequestration rates. Principal Planner Blizinski and Assistant Director Andrew Miner stated that if possible, staff will work with the chosen consultant to include this component in the landscaping design guidelines. Vice Chair Simons stated his concern that businesses could be negatively affected by housing expansions if non-conforming houses were allowed to expand after the study was conducted associated with CDD 21-01. Principal Planner Blizinski stated that CDD 21-01 could potentially allow homeowners to add square footage to their legal non-conforming homes, but that no additional units would be allowed beyond streamlined Accessory Dwelling Units which are already allowed on these lots. Principal Planner Blizinski and Assistant Director Miner confirmed that the study would address compatibility and any unanticipated consequences to surrounding property owners and tenants.

Commissioner Howe suggested that Vice Chair Simons vote to defer CDD 20-02 so

that it can be revised later to address his concerns if needed. Commissioner Howe confirmed with Assistant Director Miner that CDD 21-01 would explore allowing single-family homeowners in non-residential zoning districts to expand and modify their homes just as single-family homeowners are allowed to do in single-family zoning districts and the implications of authorizing the change. Commissioner Howe confirmed with Principal Planner Blizinski that both the Commission and the City Council would consider any recommendations resulting from CDD 21-01.

Commissioner Rheaume asked how the scope that the City solicited bids for differs from CDD 20-02. Principal Planner Blizinski and Assistant Director Miner explained that CDD 20-02 was attached to the scope within the Request for Proposals for the work the City is solicitating consultants to do and the City expects the consultant hired to complete the study associated with CDD 20-02 in its entirety.

Vice Chair Simons stated that he would like the tree carbon sequestration information to be based on the analysis done in the United States Department of Energy's April 1998 document titled "Method for Calculating Carbon Sequestration by Trees in Urban and Suburban Settings".

Principal Planner Blizinski explained how the study issue ranking process will proceed.

Vice Chair Simons opened the Public Hearing.

Wesley Yue, owner of an existing legal non-conforming single-family home in a non-residential zoning district, voiced his support for CDD 21-01.

Richard Mehlinger, Chair of the Bicycle and Pedestrian Advisory Commission (BPAC) speaking on his own behalf, informed the Commission that BPAC voted to defer CDD 19-07 and voiced his support for CDD 21-01.

Chair Howard closed the Public Hearing.

Staff and the Commissioners discussed how the voting and ranking will take place.

MOTION: Vice Chair Simons moved and Commissioner Howe seconded the motion to amend CDD 20-02 to include calculations for carbon sequestration by trees in urban and suburban settings.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

**Absent:** 1 - Commissioner Olevson

MOTION: Vice Chair Simons moved and Commissioner Howe seconded the motion to defer the amended CDD 20-02.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

**Absent:** 1 - Commissioner Olevson

MOTION: Commissioner Harrison moved and Commissioner Howe seconded the motion to defer CDD 19-07.

Commissioner Harrison agreed with staff that deferring is appropriate due to concerns about traffic, parking and autonomous vehicles.

Chair Howard stated that he would like to rank the study issue but will vote to defer it since BPAC and Commissioner Harrison support deferring it.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0

**Absent:** 1 - Commissioner Olevson

MOTION: Commissioner Weiss moved and Vice Chair Simons seconded the motion to rank CDD 21-01 as the first priority and accept the ranking.

Commissioner Weiss stated that she supports the study issue because the homeowners of these types of properties experience undue hardship and the change could help them remain in Sunnyvale and make better use of their properties. She noted that it would require minimal staff time to study.

Vice Chair Simons voiced that the issue is worth studying because if it would not have negative, unintended consequences it would benefit the homeowners.

Commissioner Harrison stated that the issue should be explored but cautioned the homeowners that it might ultimately be determined that it is not appropriate to allow them to expand and modify their existing homes.

Chair Howard stated his support for the study issue because it could result in fairer treatment for the homeowners. He thanked members of the public for their comments on the study issues.

The motion carried by the following vote:

**Yes:** 6 - Chair Howard  
Vice Chair Simons  
Commissioner Harrison  
Commissioner Howe  
Commissioner Rheaume  
Commissioner Weiss

**No:** 0



**Absent:** 1 - Commissioner Olevson

These recommendations will be forwarded to the City Council for consideration at the Study and Budget Issues Workshop on February 25, 2021.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**NON-AGENDA ITEMS AND COMMENTS**

**-Commissioner Comments**

Commissioner Harrison explained that there are instances of people living in their parked vehicles in her neighborhood and asked staff if the City has considered designating land where people can park safely, have access to hookups and dispose of waste. Senior Assistant City Attorney Moon stated that the City is aware of the issue and multiple departments are actively working together on it. Assistant Director Andrew Miner encouraged Commissioner Harrison to submit the study issue form through the established process to discuss the issue further on a future agenda and confirmed that the zoning code does not currently allow the type of land use that she described and that any study issue sponsored by the Commission would be limited to land use on private property.

Chair Howard stated that safe parking is the term for the idea that Commissioner Harrison expressed and there is a safe parking site at Pioneer Way and Evelyn Avenue in Mountain View.

Vice Chair Simons stated that the study issue process is arcane and ineffectual and should be more community- and Board and Commission-driven, further remarking that the timing of public comments during study issue ranking can have an important influence on the final decision. Assistant Director Miner recognized that the new process has taken time to get accustomed to and emphasized that it allows the Commissioners to articulate their ideas in their own words and revise them later if needed.

**-Staff Comments**

Assistant Director Andrew Miner announced the upcoming Moffett Park Specific Plan workshops regarding transportation and infrastructure on February 1, 2021 and land use, housing, open space and market conditions on March 2, 2021. He added that the City Council's Strategic Planning Workshop will be held on January 28, 2021 and the City Council Subcommittee on Board and Commission Bylaws

Amendments that will make recommendations for changes or updates regarding Board and Commissions will meet on February 11, 2021 at 2:00 PM.

**ADJOURNMENT**

Chair Howard adjourned the meeting at 8:07 PM.



# City of Sunnyvale

## Meeting Minutes - Draft

### Board of Library Trustees

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Monday, February 1, 2021

7:00 PM

Telepresence Meeting: City Web Stream

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#### **Teleconference Notice**

#### **CALL TO ORDER**

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, the meeting was conducted telephonically.

Chair Lai called the meeting to order at 7:00 p.m.

#### **ROLL CALL**

**Present:** 4 - Chair Carey Wingyin Lai  
Vice Chair Sharlene Wang  
Board Member Mark Isaak  
Board Member Rahul Jain

Council liaison Cisneros (present)

#### **PRESENTATION**

[21-0220](#) PRESENTATION - Library Mobile App Overview

Adult services librarian, Ross Moriarty, presented the Library Mobile App presentation. Ross explained the many features of the new library app.

[21-0221](#) PRESENTATION - Library Trends and Data Visualization

Superintendent Steve Sloan presented the Library Trends and Data Visualization options. The board expressed that they would like to see data with graphics and on a quarterly basis.

#### **ORAL COMMUNICATIONS**

None.

#### **CONSENT CALENDAR**

Board Member Jain moved and Vice Chair Wang seconded, approval of the consent calendar as presented. The motion carried by the following vote:

**Yes:** 4 - Chair Lai  
Vice Chair Wang  
Board Member Isaak  
Board Member Jain

**No:** 0

[21-0219](#) Approve the Board of Library Trustees Meeting Minutes of January 4, 2021

Approve the Board of Library Trustees Minutes of January 4, 2021 as submitted.

**STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES**

**NON-AGENDA ITEMS & COMMENTS**

**-Board Member Comments**

Board Members asked and staff answered:

-Could the paper bags being used for pick-ups be recycled or re-used by the library? The library is not currently reusing the bags for sanitary reasons.

-Is there an existing procedure in place to sanitize library materials? There isn't a cost effective, practical way to sanitize library materials. Studies have examined how long the virus can remain viable on various library materials, and in the case of books, the virus is no longer detectable after 24 hours in an unstacked condition. Staff has found that there is typically more than 24 hours between material use, and it's incumbent upon the user to practice good sanitary practices including frequent washing of hands, and not touching one's face.

**-Staff Comments**

Superintendent Steve Sloan updated the board regarding: stay at home order has been lifted, but the library will remain closed offering appointment only service.

**ADJOURNMENT**

Chair Lai adjourned the meeting at 7:59 p.m.



# City of Sunnyvale

## Agenda Item

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**21-0272**

**Agenda Date:** 2/23/2021

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Information/Action Items

## Information/Action Items - Council Directions to Staff

Date Requested	Directive/Action Required	Dept	Due Date	Completed
2/7/19	Produce quarterly report on staff vacancies and include, actual staff total numbers for each department, including part-time positions.	HRD	Apr 2021	
5/21/20	Provide a quarterly status report of vacant positions that were frozen	OCM	Apr 2021	
12/1/20	Provide a property ownership map of the ponds along Sunnyvale's shoreline. Also include more information if available, on Lockheed's storm water channel.	CDD	Jan 2021	2/7/21
12/8/20	Provide clarity on any conflict of interest when voting on the MOU/Accord if a Councilmember lives in a mobile home park.	OCA	Feb 2021	

## New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
1/5/21	Review and Potentially Update Non-Residential Housing Mitigation Fees	<b>Fong</b> , Larsson, Melton	CDD	2/4/21
1/12/21	Complete Missing Gaps of Sidewalk on East Side of Poplar Avenue between El Camino Real and Peterson Middle School	<b>Melton</b> , Fong, Din, Cisneros, Klein	DPW	2/7/21
1/12/21	Pedestrian Improvements on Marion Way between Norman Drive and Oriole Avenue	<b>Melton</b> , Cisneros, Din	DPW	2/7/21
1/12/21	Explore a 2022 General Election Ballot Measure on Real Property Tax	<b>Fong</b> , Larsson, Din, Cisneros, Melton, Klein	FIN	2/9/21
1/12/21	Creation of a Human Relations Commission	<b>Cisneros</b> , Fong, Din	OCM	2/1/21
1/12/21	Consider the Creation of a Formal Process for City Council Colleague Memorandums	<b>Fong</b> , Cisneros, Melton, Din, Klein	OCM	1/29/21
1/12/21	Establishing Local Rules for City Council Campaign Contributions That Would Differ from the Requirements of AB 571	<b>Melton</b> , Fong, Din	OCM	2/1/21

Initial Sponsor in **Bold**.

Following approval by the City Manager, study issues papers are posted to:

<https://sunnyvale.ca.gov/government/council/study/studyissues.htm>

Printed on 2/18/2021



# City of Sunnyvale

## Agenda Item

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**21-0282**

**Agenda Date: 2/23/2021**

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### **REPORT TO COUNCIL**

#### **SUBJECT**

Board/Commission Resignation (Information Only)

#### **BACKGROUND AND DISCUSSION**

This report is to inform the Council of the following resignation from a City board.

Franklin Lowe, who was appointed to the Housing and Human Services Commission on August 25, 2020 and serving a term to expire June 30, 2024, has submitted a letter of resignation from the Commission, effective February 8, 2021.

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions, Section 2, Subdivision 8 states that when a resignation letter is received, staff shall prepare an Information Only Report to Council that indicates the resignation(s) and specifies the process that staff recommends to fill the new vacancy.

The Housing and Human Services Commission vacancy will be included in the upcoming recruitment process for March 2021 appointments. The application deadline for this recruitment is March 5, with interviews tentatively scheduled for March 16 and appointments on March 30.

With this resignation, the recruitment includes the following vacancies:

- Board of Building Code Appeals (1)
- Board of Library Trustees (1)
- Heritage Preservation Commission (1)
- Housing and Human Services Commission (1)

#### **EXISTING POLICY**

Administrative Policy, Chapter 1, General Management, Article 15 Boards and Commissions

#### **PUBLIC CONTACT**

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, Sunnyvale Public Library and Department of Public Safety. In addition, the agenda and report are available at the Office of the City Clerk and on the City's website.

Prepared by: David Carnahan, City Clerk

Reviewed by: Teri Silva, Assistant City Manager

Approved by: Kent Steffens, City Manager