City of Sunnyvale

Notice and Agenda

City Council

Tuesday, March 16, 2021	**5:30 PM**	**Telepresence Meeting: City Web Stream | AT&T Channel 99 | Comcast Channel 15**

Special Meeting: Board and Commission Interviews - 5:30 PM | Special Meeting: Closed Session - 6 PM | Regular Meeting - 7 PM

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

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 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 (28 CFR 35.160 (b) (1)).

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.

A 21-0001 Board and Commission Interviews

Adjourn Special Meeting

6 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

B 21-0407 Closed Session held pursuant to California Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Acquisition of 970 W Evelyn Ave, Sunnyvale, CA - APN 165-20-017
Agency negotiator: Kent Steffens, City Manager; Chip Taylor, Director of Public Works; and Sherine Nafie, City Property Administrator
Negotiating parties: Edward Woodhall, Owner

Under negotiation: Price and terms

C 21-0404 CONFERENCE WITH LEGAL COUNSEL-INITIATION OF LITIGATION
Closed Session held pursuant to California Government Code Section 54956.9(d)(4)
Number of Potential Cases: One

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

D 21-0342 American Red Cross 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 21-0289 Approve City Council Meeting Minutes of February 23, 2021

Recommendation: Approve the City Council Meeting Minutes of February 23, 2021 as submitted.

1.B 21-0307 Approve City Council Meeting Minutes of February 25, 2021 (Study Issues and Budget Issues Workshop)

Recommendation: Approve the City Council Meeting Minutes of February 25, 2021 as submitted.

1.C 21-0397 Approve City Council Meeting Minutes of March 2, 2021 (Moffett Park Specific Plan Study Session)

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

1.D 21-0369 Approve Application for Local Area Subsequent Designation for NOVA Workforce Development Area and Local Board Recertification for NOVA Workforce Board

Recommendation: Approve application for Local Area subsequent designation for the NOVA workforce development area and Local Board recertification for the NOVA Workforce Board.

1.E 21-0387 Adopt Uncodified Ordinance No. 3173-21 Awarding an Exclusive Franchise to Bay Counties Waste Services, dba Specialty, Inc., for Recycling, Organics, and Solid Waste Collection Services

Recommendation: Adopt Uncodified Ordinance No. 3173-21 Awarding an Exclusive Franchise to Bay Counties Waste Services, dba Specialty, Inc., for Recycling, Organics, and Solid Waste Collection Services.

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 21-0274

Authorize the City Manager to Execute three Site Agreements with EVgo Services LLC allowing the installation of four Electric Vehicle (EV) Fast-Charging Stations at each of the following sites: the Community Center, Downtown Parking Lot at the southwest corner of W. Evelyn Avenue and S. Sunnyvale Avenue and Downtown Parking Lot at the southeast corner of S. Frances Street and W. Evelyn Avenue, in Sunnyvale and find that the Project is Exempt from CEQA

Recommendation: Staff recommends Alternative 1:
Authorize the City Manager to Execute three Site Agreements in substantially the same form as Attachment 1 to the report, with EVgo Services LLC allowing the installation of four Electric Vehicle (EV) Fast-Charging Stations at each of the following sites: the Community Center, Downtown Parking Lot at the southwest corner of W. Evelyn Avenue and S. Sunnyvale Avenue and Downtown Parking Lot at the southeast corner of S. Frances Street and W. Evelyn Avenue, in Sunnyvale and find that the Project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b).

3 21-0285

Discussion and Direction on Ordinance Establishing a Public Process for Redistricting

Recommendation: Discuss and provide direction to staff on the draft redistricting ordinance. Direct staff to introduce the Draft Ordinance Establishing a Public Process for Redistricting on March 30, 2021.

4 21-0191

Approve the 2020 Housing Element Annual Progress Report

Recommendation: Alternative 1: Approve the 2020 Housing Element Annual Progress Report (Attachment 1 of the report) and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

5 21-0383

CONTINUED FROM FEBRUARY 23, 2021:
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.

21-0107	Tentative Council Meeting Agenda Calendar
21-0102	Board/Commission Meeting Minutes
21-0237	Information/Action Items
21-0280	Study Issue Presentation Dates for Recommended Studies in 2021 (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 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

21-0001 **Agenda Date:** 3/16/2021

Board and Commission Interviews

BACKGROUND
The application deadline was March 5, 2021. The deadline serves as a cutoff point to allow time to verify voter registration and schedule interviews.

EXISTING POLICY
Council Policy 7.2.19 Boards and Commissions
Administrative Policy Manual Chapter 1 - General Management Article 15

DISCUSSION
The City received 2 applications for current vacancies on Boards and Commissions. Both applicants are scheduled to be interviewed on March 16, 2021.

Appointments to Boards and Commissions are scheduled for March 30, 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.

Staff
Prepared by: David Carnahan, City Clerk

ATTACHMENTS
1. Board and Commission Interview Schedule - March 16, 2021
2. Summary of Board and Commission Applicants
3. Board and Commission Applications (pages without responses have been removed)

City Council Special Meeting: Board and Commission Interviews
Agenda and Interview Schedule
Tuesday, March 16, 2021 @ 5:30 p.m.

Time	**Name**	**Board/Commission**
5:30	Andrew Ma	Board of Library Trustees
5:45	Jenny Bratton	Heritage Preservation Commission (1st preference) Board of Library Trustees (4th preference)

Summary of Applicants
Board and Commission 2021 Recruitment

							Number of Vacancies:	1	1	1	1	
							Number of Applicants:	0	2	1	0	
Application Received	**Previously Interviewed within the year**	**Interview Date/Time**	**Withdrew**	**Declined Interview**	**Appointed**	**Incumbent (I), Previous Applicant (P), New (N)**	**Applicant Name**	**Board of Building Code Appeals**	**Board of Library Trustees**	**Heritage Preservation Commission**	**Housing and Human Services Commission**	
2/10/2021	No					N	Bratton, Jenny		4	1		Preferences: 2-Arts Commission (No current vacancy), 3-Parks and Rec Commission (No current vacancy)
3/2/2021	No					N	Ma, Andrew		1			

Sunnyvale

CITY OF SUNNYVALE
BOARDS AND COMMISSIONS APPLICATION

The City supports its demographic diversity and encourages applicants from all groups to apply.

Office Use Only
Date Received: 3/2/21
Voter registration verified:
On: 3/3/21
By: MH

Please print or type answers to all questions. Write N/A if not applicable.

General eligibility requirements: Sunnyvale resident and registered voter in Sunnyvale. Other requirements may apply to specific boards and commissions. For more information, contact the Office of the City Clerk via cityclerk@sunnyvale.ca.gov or at 408-730-7483, TDD 408-730-7501 or visit the City website at sunnyvale.ca.gov.

If you would like to apply for more than one vacancy, place a number next to the board or commission, in order of your preference, for which you would like to apply. Only applications for current openings will be considered at this time. Applications for future openings will be kept on file for one year. Qualified applicants will be contacted for an interview with City Council. Appointments will be made at a regular meeting of the City Council.

_____Arts Commission
_____Bicycle and Pedestrian Advisory Commission
_____Board of Building Code Appeals
__X__Board of Library Trustees
_____Heritage Preservation Commission
_____Housing and Human Services Commission
_____Parks and Recreation Commission
_____Personnel Board
_____Planning Commission
_____Sustainability Commission

If you are applying for the **Bicycle and Pedestrian Advisory Commission**, please identify the category for which you are applying. You may apply for both if qualified.
_____ Category One: Applicants must be bicyclists or pedestrians residing and registered to vote in Sunnyvale.
_____ Category Two: Applicants must have an interest in bicycle and/or pedestrian issues in the City and belong to one of the groups listed below. Sunnyvale residency is not required, but applicant must be a registered voter or legal resident. Please check as many that apply:

_____PTA/parent group member
_____Santa Clara Unified School District/Sunnyvale School District Administration
_____Neighborhood association member
_____Sunnyvale teacher or principal
_____Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.
_____Category One: Applicants shall be Sunnyvale registered voters.
_____Category Two: Applicants shall include members of the Sunnyvale business community*. Such members need not be Sunnyvale residents.

**Sunnyvale business license holders; or designated representative of Sunnyvale businesses with 200 or more employees.*

Applicant Name: Ma (Last) Andrew (First) G (M.I.)

Current Residence [redacted] (Street) Sunnyvale (City) CA (State) 94087 (Zip)

E-mail Address: [redacted]

Preferred Contact Phone Number(s): [redacted]

1. Are you a currently-registered voter in Sunnyvale? Yes

When was the last time you voted?
Month November Year 2020

Applicant Name Andrew Ma

2. Are you currently serving or have you served on a City of Sunnyvale board or commission? Yes

If yes, which one? Climate Action Plan 2.0 Advisory Comm Term currently serving _____
Term previously served 2017–2019

3. Prior attendance at a board or commission meeting is highly desirable. Have you attended meeting(s) of the board or commission for which you are applying? No

If yes, how many meetings have you attended?

NOTE: If you are applying for more than one board or commission, please reference the specific board or commission in your response to questions 4-7.

4. What motivated you to apply for this board or commission?

I grew up using the Sunnyvale Library and continue to use the Library today. I want to be a steward of the Library to ensure its long term sustainability and reach. The Library is an incredible resource for people of all ages. Not only is the Library full of knowledge and entertainment, it is a place for community and support. It is one of the best investments any community can make for the future.

Also, the Library is of personal importance to me. As a kid, I remember playing with the statue eating a hamburger on the bench. I borrowed books up until the Library shut down in 2020. I've spent many hours studying at the Library. And the Library gave my dad, a senior, the chance to attend a cooking demo with Chef Martin Yan, a very special opportunity for any fan of his cooking shows.

5. What skills or attributes can you bring to this board or commission?

As a lifelong patron, I am knowledgeable about libraries in general, and Sunnyvale's Library in particular. I have taken advantage of many library services, including borrowing books, attending events, and using library computing. I want to help ensure the public is aware of the wealth of resources available at the library. I also want to help ensure equitable access to all, one reason I am excited about the Lakewood Branch.

I also bring professional experience working in digital media. As the Library pursues more digital resources, my experience will be relevant.

6. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role?

I would aim to advise the City Council on a few key areas of vital importance:

1) How the Library is investing for a future with increasing digital circulation but declining physical circulation.
2) The state of current Library infrastructure and facilities.
3) The Civic Center Modernization Project.
4) Progress on the Lakewood Branch Library.

Applicant Name Andrew Ma

7. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission.

B.A. Mathematics & B.S. Economics, University of Pennsylvania, 2013

Climate Reality Leadership Corps Training, 2017

8. Briefly describe your current or last occupation.

I am a data scientist at Apple. I work on subscription growth for Apple Music, a streaming music service.

9. Briefly describe what you learned by attending a meeting of the City Council, board or commission. Describe what improvements you would suggest the City consider.

During my time on the Climate Action Plan 2.0 Advisory Committee, I learned about the sources of emissions in the city and how to prioritize actions to reduce vehicle miles traveled and carbon emissions.

I attended a recent virtual City Council meeting covering redistricting. I was heartened to learn that our City Council consists of thoughtful citizens who care deeply about ensuring every resident is properly and fairly represented in our new council districts. The discussion on the best form of a citizen commission to oversee the process was fascinating.

I would suggest the City better advertise the availability of Library services during this pandemic in the Horizon newsletter. Many residents do not know that Library services are currently available.

10. Describe your involvement in community activities, volunteer and civic organizations.

Climate Action Plan 2.0 Advisory Committee, City of Sunnyvale

University of Pennsylvania Alternative Spring Break, Executive Board Member

Applicant Name Andrew Ma

11. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an Attendance Policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe.

I will abstain from commenting and voting on matters involving my employer, if any were to arise.

No other concerns.

12. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? ☑ Yes ☐ No

IMPORTANT NOTICES – READ BEFORE SIGNING:
All information provided on this application becomes a public record after it is officially filed. This document will be published to the City website with the interview materials. Personal contact information will be redacted.

Applicants appointed to the **Planning Commission, Board of Building Code Appeals, Heritage Preservation Commission and Housing and Human Services Commission** are required to electronically file the Fair Political Practices Commission (FPPC) Statement of Economic Interests (Form 700), which is a public record. A copy of this form is available in the Office of the City Clerk or by visiting *www.fppc.ca.gov*

Pursuant to the Americans with Disabilities Act (ADA), the City of Sunnyvale will make reasonable efforts to accommodate persons with qualified disabilities during the boards and commission interview process. Should you require special accommodations, please contact the Office of the City Clerk at 408-730-7483 at least five days in advance of your scheduled interview.

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Your application is not complete until it is signed and submitted to the Office of the City Clerk.

Signature of Applicant _____ Date March 1, 2021

Applying your digital signature locks the information you entered on this application, preventing further edits.

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707 or email to cityclerk@sunnyvale.ca.gov

Applicant Name Andrew Ma

Board of Building Code Appeals

We are looking for someone who has experience in building construction matters

3. What do you think can be done to assure that the City of Sunnyvale building development standards are consistently applied?

Board of Library Trustees

We are looking for someone who has interest in Library-related issues

4. Community demographics and technology are constantly changing. What do you think are the principal issues the Sunnyvale Public Library may be addressing over the next few years?

Decreasing circulation–especially as the city population grows–is a serious trend that the Library must address. If the goal of the Library is to promote education and enrichment, we must find new ways to deliver materials to residents. The city has done an excellent job providing digital resources like e-books and streaming media. However, having personally come across difficulty checking out e-books through the Library's third party vendors, I believe we can do a better job.

I look forward to a modernized Library facility that matches our innovative setting. I am optimistic that a new building will attract more people to take advantage of the Library. From experience, the Cupertino Library is a bustling place, and its contemporary facility plays a role.

The Library must innovate in its use of physical space. Similar to how retailers are focusing more on experience and less on selling, the Library must also undergo some change. Physical space may be better suited for community events, while on-site storage of materials can be reduced as more media is distributed digitally.

Heritage Preservation Commission

We are looking for someone who has interest in the preservation of historic resources

5. What historical features or structures in our community do you think are at risk? What course can the City take to preserve them?

See next page for Supplemental Question No. 6 pertaining to the Heritage Preservation Commission.

Sunnyvale

CITY OF SUNNYVALE
BOARDS AND COMMISSIONS APPLICATION

The City supports its demographic diversity and encourages applicants from all groups to apply.

Office Use Only
Date Received: 01/25/21
Voter registration verified:
On: 01/28/21
By: MH

Please print or type answers to all questions. Write N/A if not applicable.

General eligibility requirements: Sunnyvale resident and registered voter in Sunnyvale. Other requirements may apply to specific boards and commissions. For more information, contact the Office of the City Clerk via cityclerk@sunnyvale.ca.gov or at 408-730-7483, TDD 408-730-7501 or visit the City website at sunnyvale.ca.gov.

If you would like to apply for more than one vacancy, place a number next to the board or commission, in order of your preference, for which you would like to apply. Only applications for current openings will be considered at this time. Applications for future openings will be kept on file for one year. Qualified applicants will be contacted for an interview with City Council. Appointments will be made at a regular meeting of the City Council.

- 2 Arts Commission
- ___ Bicycle and Pedestrian Advisory Commission
- ___ Board of Building Code Appeals
- 4 Board of Library Trustees
- 1 Heritage Preservation Commission
- ___ Housing and Human Services Commission
- 3 Parks and Recreation Commission
- ___ Personnel Board
- ___ Planning Commission
- ___ Sustainability Commission

If you are applying for the **Bicycle and Pedestrian Advisory Commission**, please identify the category for which you are applying. You may apply for both if qualified.

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☐ Category Two: Applicants must have an interest in bicycle and/or pedestrian issues in the City and belong to one of the groups listed below. Sunnyvale residency is not required, but applicant must be a registered voter or legal resident. Please check as many that apply:

- ☐ PTA/parent group member
- ☐ Santa Clara Unified School District/Sunnyvale School District Administration
- ☐ Neighborhood association member
- ☐ Sunnyvale teacher or principal
- ☐ Person interested in Sunnyvale park and recreational activities

If you are applying for the **Sustainability Commission**, please identify the category for which you are applying.

☐ Category One: Applicants shall be Sunnyvale registered voters.

☐ Category Two: Applicants shall include members of the Sunnyvale business community*. Such members need not be Sunnyvale residents.

**Sunnyvale business license holders; or designated representative of Sunnyvale businesses with 200 or more employees.*

Applicant Name: Bratton (Last) Jenny (First) ___ (M.I.)

Current Residence: [redacted] (Street) Sunnyvale (City) CA (State) 940 86 (Zip)

E-mail Address: [redacted]

Preferred Contact Phone Number(s): [redacted]

1. Are you a currently-registered voter in Sunnyvale? Yes ☑ When was the last time you voted? Month November ☑ Year 2020

Applicant Name Jenny Bratton

2. Are you currently serving or have you served on a City of Sunnyvale board or commission? No

If yes, which one? _____ Term currently serving _____
_____ Term previously served _____

3. Prior attendance at a board or commission meeting is highly desirable. Have you attended meeting(s) of the board or commission for which you are applying? No

If yes, how many meetings have you attended?

NOTE: If you are applying for more than one board or commission, please reference the specific board or commission in your response to questions 4-7.

4. What motivated you to apply for this board or commission?

I have always been interested in a way to fulfill my civic duties as a 17-year resident of Sunnyvale and give back in some way to the city I love, but never had the time to do so. I am very interested in learning more about the history of Sunnyvale and also in the preservation of this history. I figure that serving on this commission will allow me to learn more about Sunnyvale while helping educate the public about the importance of preservation.

5. What skills or attributes can you bring to this board or commission?

I used to be a journalism teacher at Woodside High School (2014-2016). While there, I enlisted in UCRiverside's Journalism Archival Project to digitally archive all past physical issues of Woodside World from 1958 to 2010. I wrote a grant in order to secure funding to allow us to contract a vendor for the physical scanning and microfilming of the paper. The project then took several months from start to finish. After I received the physical copies back from the vendor, I donated the physical paper copies to the Woodside Historical Society. By doing so, I was able to preserve the copies for prosperity. This demonstrates I have take the initiative to embark on a archiving project. Because we were the first high school paper to do this project, I have been contacted by other high school newspapers to speak about archiving their newspapers as well.

6. The primary role of a board or commission member is to provide advice to City Council on policy issues that are within the scope of that board or commission. With this in mind, what steps would you take to effectively exercise this specific board or commission role?

I would make sure to learn the ins-and-outs of the Board and commission role by making sure I am present and ask questions and do the proper research. I will read up on existing projects and proposals. Then I will introduce myself to City Council and to attend City Council meetings in order to build up a working relationship.

Applicant Name Jenny Bratton

7. Education: List college degrees and majors, and any relevant training or experience that demonstrates your ability to effectively serve on this board or commission.

UCLA, BA English Literature, 1994
UCSD, Single Subject Teaching Credential English, 1996
San Jose State Univeristy, MA Counseling, 2008

8. Briefly describe your current or last occupation.

I currently serve as the Manager of Grants and Programs for the Sequoia Healthcare District, a governmental agency that serves residents in southern San Mateo County. I have been in this role for three years. Prior to this position, I was a teacher at Woodside High School, where I taught ESL and journalism. I've been public school teacher in California for close to 15 years.

9. Briefly describe what you learned by attending a meeting of the City Council, board or commission. Describe what improvements you would suggest the City consider.

N/A

10. Describe your involvement in community activities, volunteer and civic organizations.

I was a member of Junior League San Jose for three years (2016-2019). In that time, I served as the Application and Awards chair on the Volunteer Recognition Luncheon Committee (VRL) and then the Community Impact Grants Committee chair.

As the awards chair for VRL, I was in charge of the disseminating the application and subsequent communication of the awards as well as the printing and physical issuing of certificates to all the recipients, which numbered over 100. I was also in charge of ordering customized crystal awards from Tiffany's. I also lent my proofreading and editing skills to the actual program handed out at the event and designed the logo and ads for the program.

As the Community Impact Grants Committee chair, I was in charge of an inaugural grants process that focused on a community impact area for the first time: Foster Youth and Transitional-Age Youth. Our committee of seven worked together to create the grants, solicit grant applications from the non-profits that worked with this target population, and subsequently awarded four deserving non-profits. Part of this job involved organizing the awards ceremony for the awards

Applicant Name Jenny Bratton

11. The City has a Code of Ethics and Conduct for Elected and Appointed Officials and an Attendance Policy that appointed members are required to follow. Do you have any concerns in these two areas? If so, please describe.

None whatsover.

12. If an unplanned vacancy arises on the board(s) or commission(s) you are interested in, would you be willing to accept a temporary appointment for the remainder of the unexpired term or until a recruitment is held and Council officially fills the vacancy? [✓] Yes [ ] No

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Pursuant to the Americans with Disabilities Act (ADA), the City of Sunnyvale will make reasonable efforts to accommodate persons with qualified disabilities during the boards and commission interview process. Should you require special accommodations, please contact the Office of the City Clerk at 408-730-7483 at least five days in advance of your scheduled interview.

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Your application is not complete until it is signed and submitted to the Office of the City Clerk.

Signature of Applicant Jenny Bratton Date 1/25/2021

Applying your digital signature locks the information you entered on this application, preventing further edits.

Please return to: Office of the City Clerk, 603 All America Way, P.O. Box 3707, Sunnyvale, CA 94088-3707 or email to cityclerk@sunnyvale.ca.gov

Applicant Name Jenny Bratton

SUPPLEMENTAL QUESTIONNAIRE

Note: Please respond only to questions that pertain to your selected board(s) or commission(s).

Arts Commission:

We are looking for someone who has

- **Interest in the visual, performing or literary arts**
- **Interest in the art programs of the City**
- **Background in visual or performing arts**

1. In what ways could the City strengthen art programs in the community?

For one, I would love to see an annual "City Arts Walk" where residents can 'tour' the various different art projects around town. This can be formally led or self-guided. Next, I would also love to see more local artists advertised and partake in the weekend 'art' exhibition that has been in put on in the past. I've always enjoyed this event to discover more local artists. I feel like we have a very robust visual and performing arts program at Sunnyvale Theater so perhaps it is having the City of Sunnyvale provide an online format to the theater so that more Sunnyvale residents can access these programs.

Bicycle and Pedestrian Advisory Commission

We are looking for someone who has interest in bicycle and pedestrian issues

2. Like many cities in Santa Clara County, Sunnyvale is faced with problems stemming from traffic congestion and air pollution. Suggest ways the City can improve facilities for bicyclists and improve bicycling education and safety programs for motorists, cyclists and pedestrians?

Applicant Name Jenny Bratton

Board of Building Code Appeals

We are looking for someone who has experience in building construction matters

3. What do you think can be done to assure that the City of Sunnyvale building development standards are consistently applied?

Board of Library Trustees

We are looking for someone who has interest in Library-related issues

4. Community demographics and technology are constantly changing. What do you think are the principal issues the Sunnyvale Public Library may be addressing over the next few years?

I love that the Sunnyvale Public Library is well-beloved by community and the host of wonderful community programming. I think it will remain a hub for information as long as books remain popular. I think digitizing books is something that will be an ongoing endeavor, but people will always prefer and gravitate to print items. However, libraries serves an important role in helping bridge that digitial divide. Libraries, for me, has its important role in creating a more equitable society.

Heritage Preservation Commission

We are looking for someone who has interest in the preservation of historic resources

5. What historical features or structures in our community do you think are at risk? What course can the City take to preserve them?

I do not know of any structures currently at risk per se, but I do wish to know more about the current structures under protection. The question should indicate that I need to do more research. For example, I am curious to know how the exisiting structure of an old farmhouse on the corner of Matilda and California where the current 23 & Me headquarters are located is being preserved and what it is being used for. I was very sad to see that property sold to developers and all the persimmon trees uprooted from that lot without any thought of leaving some for the existing landscaping.

See next page for Supplemental Question No. 6 pertaining to the Heritage Preservation Commission.

Applicant Name Jenny Bratton

6. What factors would influence your recommendation to preserve a particular building or site?

I think other than the financial factor, the most important factor is the historical value. For me, the site has to have a documented history. I feel like architectural merit alone isn't the important factor unless it is one of the few surviving buildings of a certain style or era.

Housing and Human Services Commission

We are looking for someone who has demonstrated interest in housing and human services issues

7. Evaluate the quality and adequacy of the housing programs that serve the Sunnyvale community.

8. Evaluate the quality and availability of the human services programs that serve the Sunnyvale community.

Applicant Name Jenny Bratton

Park and Recreation Commission

We are looking for someone who has interest in open space and recreational activities

9. Community demographics are constantly changing. What do you think are the principal issues this Commission may be addressing over the next few years?

While demographics is the same, I feel like the challenge is always keeping a robust and high quality programming that meets the various needs of the community. I love the diversity of the classes offered in terms of breadth and depth. I have a current interest in the Magical Bridge park being built in Fair Oaks Park. I would like to make sure that it doesn't go over budget. I am very proud that Sunnyvale has such great parks and open spaces, so I would like to make sure that we maintain them and upgrade them so that future generations can enjoy them.

Personnel Board

Additional eligibility requirements for Personnel Board - Please check Yes or No for each question:					
	YES	NO		YES	NO
I hold public office or employment	☐	☐	I have a spouse, household member, or designated relative (parent, step-parent, grandparent, child, sister, brother, niece, nephew, uncle, or aunt of the individual or of the individual's spouse), employed by the City of Sunnyvale in a position which has the right to have a disciplinary matter heard before the Personnel Board.	☐	☐
I am a candidate for another public office or position	☐	☐			
I am a former City employee	☐	☐			

10. Please describe your experience and responsibilities in the administration of employee discipline.

11. Please describe your experience and responsibilities in the administration of employee grievances.

City of Sunnyvale

Agenda Item

21-0407 **Agenda Date:** 3/16/2021

Closed Session held pursuant to California Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: Acquisition of 970 W Evelyn Ave, Sunnyvale, CA - APN 165-20-017
Agency negotiator: Kent Steffens, City Manager; Chip Taylor, Director of Public Works; and Sherine Nafie, City Property Administrator
Negotiating parties: Edward Woodhall, Owner
Under negotiation: Price and terms

City of Sunnyvale

Agenda Item

21-0404 **Agenda Date:** 3/16/2021

CONFERENCE WITH LEGAL COUNSEL-INITIATION OF LITIGATION
Closed Session held pursuant to California Government Code Section 54956.9(d)(4)
Number of Potential Cases: One

City of Sunnyvale

Agenda Item

21-0342 **Agenda Date:** 3/16/2021

American Red Cross Month

City of Sunnyvale

Agenda Item

21-0289 **Agenda Date:** 3/16/2021

SUBJECT
Approve City Council Meeting Minutes of February 23, 2021

RECOMMENDATION
Approve the City Council Meeting Minutes of February 23, 2021 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, February 23, 2021 | **5:00 PM** | **Telepresence Meeting: City Web Stream | AT&T Channel 99 | Comcast Channel 15**

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

5 P.M. SPECIAL COUNCIL MEETING (Closed 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 5:00 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 Alysa Cisneros
Councilmember Omar Din

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

Public Comment

Public Comment opened at 5:02 p.m.

Councilmember Melton stated he is in employment discussions with one of the taxing entities mentioned in the California Court of Appeal ruling, recused himself from the Closed Session, and left the teleconference meeting at 5:02 p.m.

Public Comment closed at 5:02 p.m.

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

Mayor Klein adjourned the meeting at 5:22 p.m.

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 5:30 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

B 21-0049 Cleanwater Program Update

Public Works Director Chip Taylor, Public Works Assistant Director Jennifer Ng and Assistant City Engineer Alison Boyer provided the staff report and presentation.

Public Comment opened at 6:29 p.m.
No speakers.
Public Comment closed at 6:29 p.m.

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 6:30 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 Alysa Cisneros
Councilmember Omar Din

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

CLOSED SESSION REPORT

Vice Mayor Hendricks reported that Council met in Closed Session held pursuant to California Government Code Section 54956.9 (d)(1). CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION Name of Case: City of Sunnyvale, et al. v. Bosler (as Director), et al. (California Court of Appeal, Third Appellate District, Case No. C081589) with Councilmember Melton recused; nothing to report.

SPECIAL ORDER OF THE DAY

C 21-0341 Women's History Month

Mayor Klein read a proclamation in honor of Women's History Month.

Jim Reynolds, Sunnyvale Historical Society spoke towards the proclamation.

ORAL COMMUNICATIONS

Councilmember Cisneros announced details of the current recruitment for various Boards and Commissions.

City Manager Kent Steffens provided an update on the transition plan for the unhoused population at Fair Oaks Park, including up to six-month hotel accommodations, case management services, on-site security, transportation to a hotel, storage of bulky items, meals and toiletries.

Tara Martin-Milius spoke towards Council's support of creating an eco-innovation district in the Moffett Park Area.

Richard Mehlinger, Bicycle and Pedestrian Advisory Commission Chair urged Council to rank Study Issues DPW 21-03 and DPW 20-05. He communicated the Commission's ranking order and deferral of Study Issues.

John Cordes requested Council sponsor a budget issue to fund implementation of the Active Transportation Plan (ATP) and Vision Zero Plan (VZP). He voiced support for allocating $5 million per year for the next five years towards implementation of the plans.

Tim Oey shared support for allocating $5 million per year to fund implementation of the ATP and for Study Issue DPW 21-03.

Ari Feinsmith communicated support for Study Issue DPW 21-03 and for a budget issue to fund implementation of the ATP.

Alec Vandenberg voiced concerns with the timeline related to the transition plan of the unhoused population at Fair Oaks Park including minimal opportunity to communicate with the community about the plan. He also voiced opposition of an encampment sweep.

Hans Bernhardt shared support for Study Issues DPW 20-05 and DPW 21-03.

Leia Mehlman voiced support for Study Issues DPW 20-05 and DPW 21-03 and for allocating $5 million per year to fund implementation of the ATP.

Alyssa shared concerns regarding the transition plan of the unhoused population at Fair Oaks Park including number of hotel rooms available, housing options beyond six-months and adequacy of case management services.

A member of the public communicated support for establishing a sanctioned encampment for the unhoused population as an alternative option to hotel accommodations, increasing the number of hotel rooms available and providing additional case management services.

Kristel Wickham communicated support for Study Issues DPW 20-05, DPW 21-03, ESD 17-01, CDD 19-07, DPW 19-11 and DPW 20-01 and for a budget issue to fund implementation of the ATP and VZP.

Helen Gettinger shared support for additional case management hours for the unhoused population at Fair Oaks Park and suggested the County of Santa Clara Office of Immigrant Relations be included in the transition plan.

Erik Lindskog voiced support for Study Issues DPW 21-03 and a budget issue to fund implementation of the ATP.

CONSENT CALENDAR

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

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 21-0018 Approve City Council Meeting Minutes of January 28, 2021 (Strategic Planning Workshop)

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)

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

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

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).

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

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

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

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

Environmental Service Director Ramana Chinnakotla provided the staff report and presentation.

Public Hearing opened at 8:55 p.m.

Marie Bernard, Executive Director, Sunnyvale Community Services communicated support for the agreement with Bay Counties Waste Services.

Richard Mehlinger voiced support for the agreement and spoke towards the delay on extending large item pick-ups to multi-family residences.

Jerry Nabhan, Operations Officer, Bay Counties Waste Services shared support for Option B.

Public Hearing closed at 9:01 p.m.

MOTION: Vice Mayor Hendricks moved and Councilmember Fong seconded the motion to approve Alternative 1: introduce the Ordinance in Attachment 1 to the report 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 to the report 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 the California Environmental Quality Act (CEQA) Pursuant to CEQA Guidelines Sections 15301 and 15308.

City Clerk David Carnahan read the Ordinance title for the record.

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

3 21-0284 Discussion and Direction on Ordinance Establishing a Public Process for Redistricting

Deputy City Manager Jaqui Guzmán and Assistant City Attorney Melissa Tronquet provided the staff report.

Public Hearing opened at 9:12 p.m.

Elaine Manley, Co-President, League of Women Voters of Cupertino-Sunnyvale communicated support for a redistricting commission and the draft ordinance.

Galen Kim Davis, Sunnyvale Fair Districting (SFD) voiced support for the draft ordinance. He shared the group's recommendation to allow redistricting commission members the opportunity to serve on additional City boards, commissions or committees and to remove the registered voter requirement.

Helen Grieco, California Common Cause communicated support for SFD's recommendations regarding hosting and streaming public hearings, providing education on the mapping tools and offering informational materials in a variety of languages.

Tara Martin-Milius shared support for SFD's recommendations and concerns with the registered voter requirement.

Mike Serrone communicated support for SFD's recommendations and shared concerns with the ordinance's prohibitions related to conflict of interest, campaign contributions and serving on future commissions.

Linda Davis spoke towards her recommendations outlined in a letter to Council, including not limiting the commission to what is required by law.

Richard Mehlinger voiced support for the League of Women Voters' recommendations.

Public Hearing closed at 9:27 p.m.

MOTION: Councilmember Din moved and Councilmember Cisneros seconded the motion to remove the voter eligibility requirement from Section 2.30.030(c)3 "Required Qualifications of Applicants."

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment to add a requirement that applicants must be a minimum of 18 years of age by the date of the city council election for which the new districts will be effective. Councilmember Din accepted the friendly amendment.

The motion carried with the following vote:

Yes: 4 - Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 3 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to direct staff to draft language that contemplates:

- Identifying three to six Alternates during the recruitment process;
- Alternates would become a primary commissioner should a Commissioner be unable to serve for any reason, such as a resignation, moving out of the district, etc.;
- On a meeting by meeting basis, Alternates may serve during a meeting should a primary Commissioner be unable to attend;
- Authorize the Mayor to appoint Alternates to vacant commission seat(s); and
- After selection of Alternates, the Mayor will identify the order in which Alternates will be called upon to attend on a meeting by meeting basis should a Commissioner be unable to attend.

FRIENDLY AMENDMENT: Mayor Klein offered a friendly amendment that Alternates be prioritized in rank order and that order would be applied when Alternates are being assigned on a meeting by meeting basis. Councilmember Melton 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: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to hear Public Hearing/General Business Agenda Item 4.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Councilmember Melton

Council took a recess at 11:58 p.m. and reconvened at 12:10 a.m. with all Councilmembers present via teleconference.

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

Public Works Director Chip Taylor provided the staff report.

Public Hearing opened at 12:20 a.m.

Denise DeLange indicated a desire to speak but was unable to provide public comment due to technical difficulties.

Public Hearing closed at 12:22 a.m.

MOTION: Councilmember Melton moved and Councilmember Fong seconded the motion to approve 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.

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: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to hear Public Hearing/General Business Agenda Item 5 and to then adjourn the meeting.

The motion failed with the following vote:

Yes: 3 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson

No: 4 - Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

MOTION: Councilmember Fong moved and Councilmember Din seconded the motion to hear the remainder of the agenda items and continue Agenda Item 5 to a future Council meeting.

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

5 21-0244 Annual Review and Approval of City's Code of Ethics and Conduct for Elected and Appointed Officials

Agenda item not heard by Council.

COUNCILMEMBERS REPORTS ON ACTIVITIES FROM INTERGOVERNMENTAL COMMITTEE ASSIGNMENTS

None.

NON-AGENDA ITEMS & COMMENTS

-Council

MOTION: Councilmember Fong moved to agendize for the March 16, 2021 Council meeting an update to the City's 2021 priority advocacy issues and long-term legislative advocacy positions (LAP) to add "Equity, Access and Inclusion" to the priority advocacy issues and LAP's.

City Manager Kent Steffens communicated that Council Policy allows for the Mayor to advocate on priority advocacy issues and LAP issues.

Councilmember Fong withdrew his motion.

MOTION: Councilmember Cisneros moved and Councilmember Din seconded the motion to agendize a discussion item regarding homelessness and the impact of the COVID-19 Pandemic in Sunnyvale.

FRIENDLY AMENDMENT: Councilmember Fong offered a friendly amendment to schedule a study session to discuss homelessness and the impact of the COVID-19 Pandemic in Sunnyvale. Councilmember Cisneros accepted the friendly amendment.

The motion carried with the following vote:

Yes: 5 - Mayor Klein
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 2 - Vice Mayor Hendricks
Councilmember Larsson

-City Manager

City Manager Kent Steffens announced details of the upcoming Budget Issues and Study Issues Workshop.

INFORMATION ONLY REPORTS/ITEMS

21-0270	Tentative Council Meeting Agenda Calendar
21-0271	Board/Commission Meeting Minutes
21-0272	Information/Action Items
21-0282	Board/Commission Resignation (Information Only)

ADJOURNMENT

Mayor Klein adjourned the meeting at 12:49 a.m.

City of Sunnyvale

Agenda Item

21-0307 **Agenda Date:** 3/16/2021

SUBJECT

Approve City Council Meeting Minutes of February 25, 2021 (Study Issues and Budget Issues Workshop)

RECOMMENDATION

Approve the City Council Meeting Minutes of February 25, 2021 as submitted.

City of Sunnyvale

Meeting Minutes - Draft
City Council

Thursday, February 25, 2021 | **8:30 AM** | **Telepresence Meeting: City Web Stream | AT&T Channel 99 | Comcast Channel 15**

Special Meeting: Study Issues and Budget Issues Workshop - 8:30 AM

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.

Tara Martin-Milius requested Council consider prioritizing and approving items that help solve key issues such as equity, inclusion, the environment and sustainability in housing and transit.

Ari Feinsmith spoke towards the history of Tasman Drive and communicated support for Study Issue DPW 21-03 and for allocating $2.5 million per year for the next two years towards implementation of the Active Transportation Plan (ATP) and Vision Zero Plan (VZP).

John Cordes shared support for a budget issue to fund the implementation of the ATP and VZP in the amount of $5 million per year for the next 10 years. He suggested possible revenue sources such as increasing development impact fees, increasing business license fees and utilizing infrastructure bonds.

Nikhit Bhatia, GreenKey shared details of a police body camera analytics software system.

Kristel Wickham, Sustainability Commission Chair communicated the Commission's ranking of Study Issues ESD 17-01 and DPW 20-01.

Caleb Sanders voiced support for Study Issues DPW 21-03, DPW 20-05 and for a budget issue to fund the implementation of the ATP.

Elana Feinsmith shared support for a permanent lane closure on Tasman Drive for pedestrian and bicyclist use.

Alexi Violet communicated support for Study Issues DPW 21-03, DPW 20-05 and for a budget issue to fund the implementation of the ATP and VZP.

Public Comment closed at 8:58 a.m.

INTRODUCTION BY THE CITY MANAGER

City Manager Kent Steffens provided an overview and update on the status of prior year study issues.

FISCAL OUTLOOK PRESENTATION

Finance Director Tim Kirby presented the fiscal outlook.

Council took a recess at 10:22 a.m. and reconvened at 10:32 a.m. with all Councilmembers present via teleconference.

OVERVIEW OF THE STUDY/BUDGET ISSUES PROCESS

Management Analyst Michelle Zahraie provided an overview of the process for ranking of study issues.

REVIEW, DISCUSSION AND PRIORITY SETTING: STUDY/BUDGET ISSUES

OFFICE OF THE CITY MANAGER

MOTION: Councilmember Melton moved and Vice Mayor Hendricks seconded the motion to drop Study Issue OCM 21-01.

The motion carried with the following vote:

Yes: 6 - Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Mayor Klein

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to defer Study Issue OCM 21-04.

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 Larsson moved and Vice Mayor Hendricks seconded the motion to defer Study Issue OCM 21-02.

The motion failed with the following vote:

Yes: 3 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson

No: 4 - Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

MOTION: Vice Mayor Hendricks moved to defer Study Issue OCM 21-03.
The motion failed due to lack of a second.

Using random order voice ranking, Council ranked Study Issues OCM 21-02 and OCM 21-03.

INFORMATION TECHNOLOGY DEPARTMENT

MOTION: Councilmember Larsson moved and Vice Mayor Hendricks seconded the motion to defer Study Issue ITD 21-01.

The motion failed with the following vote:

Yes: 2 - Vice Mayor Hendricks
Councilmember Larsson

No: 5 - Mayor Klein
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

Using random order voice ranking, Council ranked Study Issue ITD 21-01.

COMMUNITY DEVELOPMENT DEPARTMENT

MOTION: Councilmember Larsson moved and Vice Mayor Hendricks seconded the motion to drop Study Issue CDD 20-02.

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 Larsson moved and Vice Mayor Hendricks seconded the motion to defer Study Issue CDD 18-02.

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 Larsson moved and Vice Mayor Hendricks seconded the motion to defer Study Issue CDD 19-06.

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 Larsson moved and Vice Mayor Hendricks seconded the motion to defer Study Issue CDD 19-07.

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: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to defer Study Issue CDD 19-04.

The motion failed with the following vote:

Yes: 1 - Vice Mayor Hendricks

No: 6 - Mayor Klein
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

MOTION: Vice Mayor Hendricks moved to defer Study Issue CDD 21-02.
The motion failed due to the lack of a second.

MOTION: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to defer Study Issue CDD 21-01.

The motion failed with the following vote:

Yes: 2 - Vice Mayor Hendricks
Councilmember Melton

No: 5 - Mayor Klein
Councilmember Larsson
Councilmember Fong
Councilmember Cisneros
Councilmember Din

Using random order voice ranking, Council ranked Study Issues CDD 19-04, CDD 21-01 and CDD 21-02.

Council took a recess at 11:48 a.m. and reconvened at 12:35 p.m. with all Councilmembers present via teleconference.

DEPARTMENT OF PUBLIC WORKS

MOTION: Councilmember Melton moved and Councilmember Larsson seconded the motion to drop Study Issue DPW 20-12.

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 Vice Mayor Hendricks seconded the motion to drop Study Issue DPW 20-05.

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 Larsson moved and Vice Mayor Hendricks seconded the motion to drop Study Issue DPW 19-11.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Councilmember Melton

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to defer Study Issue DPW 20-01.

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: Vice Mayor Hendricks moved and Councilmember Melton seconded the motion to defer Study Issue DPW 20-03.

The motion carried with the following vote:

Yes: 6 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Cisneros
Councilmember Din

No: 1 - Councilmember Fong

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to defer Study Issue DPW 21-03.

The motion failed with the following vote:

Yes: 2 - Vice Mayor Hendricks
Councilmember Larsson

No: 5 - Mayor Klein
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to defer Study Issues DPW 21-04 and DPW 21-05.

The motion failed with the following vote:

Yes: 3 - Mayor Klein
Vice Mayor Hendricks
Councilmember Larsson

No: 4 - Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

MOTION: Vice Mayor Hendricks moved to defer Study Issue DPW 20-13.
The motion failed due to a lack of a second.

MOTION: Vice Mayor Hendricks moved and Councilmember Fong seconded the motion to defer Study Issue DPW 20-11.

The motion carried with the following vote:

Yes: 6 - Vice Mayor Hendricks
Councilmember Larsson
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

No: 1 - Mayor Klein

Using random order voice ranking, Council ranked Study Issues DPW 20-13, DPW 21-03, DPW 21-04 and DPW 21-05.

Council took a recess at 2:03 p.m. and reconvened at 2:13 p.m. with all Councilmembers present via teleconference.

DEPARTMENT OF PUBLIC WORKS (DPW) Tiebreaker:

Management Analyst Michelle Zahraie reported a tie exists between DPW 20-13 and DPW 21-05.

MOTION: Councilmember Melton moved and Councilmember Din seconded the motion to rank DPW 21-05 ahead of DPW 20-13.

Following discussion, Councilmember Melton withdrew the motion.

MOTION: Councilmember Fong moved and Councilmember Larsson seconded the motion to rank DPW 20-13 ahead of DPW 21-05.

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

ENVIRONMENTAL SERVICES DEPARTMENT

MOTION: Vice Mayor Hendricks moved and Councilmember Larsson seconded the motion to defer Study Issue ESD 17-01.

The motion failed with the following vote:

Yes: 2 - Vice Mayor Hendricks
Councilmember Larsson

No: 5 - Mayor Klein
Councilmember Melton
Councilmember Fong
Councilmember Cisneros
Councilmember Din

Using random order voice ranking, Council ranked Study Issue ESD 17-01.

LIBRARY AND RECREATION SERVICES DEPARTMENT

MOTION: Councilmember Din moved and Councilmember Melton seconded the

motion to drop Study Issue LRS 21-02.

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 Larsson seconded the motion to drop Study Issue LRS 21-01.

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: Vice Mayor Hendricks moved to defer Study Issue LRS 20-03.
The motion failed due to the lack of a second.

Using random order voice ranking, Council ranked Study Issue LRS 20-03.

DEPARTMENT OF PUBLIC SAFETY

MOTION: Councilmember Melton moved and Councilmember Larsson seconded

the motion to drop Study Issue DPS 21-01.

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

DEPARTMENT OF FINANCE

MOTION: Vice Mayor Hendricks moved to defer Study Issue FIN 21-01.
The motion failed due to lack of second.

Using random order voice ranking, Council ranked Study Issue FIN 21-01.

AVAILABILITY OF RANKING/NEXT STEPS

Management Analyst Michelle Zahraie provided closing remarks and reported the Study Issues ranking results would be made available on the City website.

CLOSING REMARKS

City Manager Kent Steffens and Mayor Klein provided closing remarks.

ADJOURNMENT

Mayor Klein adjourned the meeting at 2:54 p.m.

City of Sunnyvale

Agenda Item

21-0397 **Agenda Date:** 3/16/2021

SUBJECT
Approve City Council Meeting Minutes of March 2, 2021 (Moffett Park Specific Plan Study Session)

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

City of Sunnyvale

Meeting Minutes - Draft
City Council

Tuesday, March 2, 2021 | **4:00 PM** | **Telepresence Meeting: City Web Stream**

Special Meeting: Moffett Park Specific Plan - Market Condition, Land Use, Housing and Open Space 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: 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

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

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

- Chris Sensenig, Senior Associate, Raimi + Associates
- Sujata Srivastava, Principal, Strategic Economics
- Andy Miner, Community Development Assistant Director

The following answered questions during the Roundtable:

- Chris Sensenig, Senior Associate, Raimi + Associates
- Eric Yurkovich, Principal, Raimi + Associates
- Principal Planner Michelle King
- Sujata Srivastava, Principal, Strategic Economics
- Andy Miner, Community Development Assistant Director

Public Comment opened at 5:50 p.m.

Richard Mehlinger, Chair, Livable Sunnyvale shared the group's endorsement of high-level priorities for the area including an eco-innovation district, sustainability, housing and transportation. Speaking on his own behalf, he shared support for the project, the analysis regarding housing placement and higher density of household units.

Mike Serrone voiced support for Livable Sunnyvale's high-level priorities, higher density of household units and an eco-innovation district.

Kat Wortham, Health and Housing Director, Silicon Valley Leadership Group communicated support for mixed-use development, an eco-innovation district and a focus on affordable housing.

Bob Stromberg, Destination:Home shared support for priorities that address housing affordability specifically the importance to include extremely low-income households

Agnes Veith voiced support for the vision presented for the Moffett Park area, specifically the availability of affordable housing, preserving the natural habitat and creating a car-free zone.

John Robbins communicated support for a mixed-use district that includes eco-diversity, affordable housing with housing in the mid-range density level and opposition to placing housing near the Baylands.

David Meyer, SV@Home shared support for a mixed-use district that includes significant residential capacity and affordable housing.

Lisa Karpinski voiced concerns related to housing development, rising sea level and

ground water levels in the Moffett Park area and support for a freshwater marsh.

Raven Malone communicated support for projects that meet housing demands, housing affordability and innovation districts.

Gita Dev, Sierra Club spoke towards rising sea level in the area and voiced support for nature-based solutions.

Galen Kim Davis shared support for Livable Sunnyvale's high-level priorities for the area. He requested the City adopt a statement that the area is being developed with inclusivity in mind such as diversity, housing, socio-economic diversity and maker/innovation spaces.

Mary Buxton communicated concerns with the loss of biodiversity and rising sea level in the area

Shani Kleinhaus, Santa Clara Valley Audubon Society spoke towards loss of biodiversity and voiced support for an ecological overlay zone along the bay edge.

Sue Serrone shared support higher density of household units, affordable housing and aesthetically pleasing environment that includes art.

Alan Jian, Sunnyvale Youth Public Policy Institute (YPPI) encouraged Council to consider potential harmful environmental effects and develop strict guidelines relating to environmental protection in the development planning process for the area.

Sannath Mathapathi, Sunnyvale Youth Climate Action Team spoke towards bird habitat and bird safety. He shared information related to glass collisions from the American Bird Conservancy (ABC). He requested Council consider adopting ABC's bird-friendly building guidelines.

Linda Ruthruff, Conservation Chair, California Native Plant Society – Santa Clara Valley Chapter requested Council support development that respects nature and considers materials used, placement of buildings and transportation along with use of energy and water. She communicated support for an ecological overlay zone along the bay edge.

Rathik Murtinty, YPPI urged Council to be wary of potential floods and rising sea

level and to consider the safety of homeowners and employees during the development of the Moffett Park area.

Marie Bernard, Executive Director, Sunnyvale Community Services voiced support for affordable housing and creating equity in housing stock for low income households, supportive housing and middle income households.

Kerry Haywood requested Council direct staff to study the increase of office space including start-up space, flexible space and research & development along with mixed-use residential.

Leia Mehlman communicated support for Livable Sunnyvale's high-level priorities and for making the area a sustainable and walkable community with housing as a priority.

Gavin Lohry, Catalyze SV shared support for the projects mixed uses, affordable housing and tall building structures.

Justin Wang, Advocacy Manager, Greenbelt Alliance voiced support for development of affordable housing along with environmentally friendly elements.

Eileen McLaughlin, Citizens Committee to Complete the Refuge spoke towards an ecological overlay zone along the bay edge, storm water management and rising ground water. She communicated support for consideration of these issues during the development of the area

Linda Sell shared support for higher density of household units.

Public Comment closed at 6:49 p.m.

Adjourn Special Meeting

Mayor Klein adjourned the meeting at 7:48 p.m.

City of Sunnyvale

Agenda Item

21-0369 **Agenda Date:** 3/16/2021

REPORT TO COUNCIL

SUBJECT
Approve Application for Local Area Subsequent Designation for NOVA Workforce Development Area and Local Board Recertification for NOVA Workforce Board

BACKGROUND
The federal Workforce Innovation and Opportunity Act of 2014 (WIOA) stipulates the criteria for Local Workforce Area designation and local Workforce Board certification. WIOA required that local areas apply for initial Local Area designation, demonstrating that the local area performed successfully and sustained fiscal integrity, as defined by not in violation of significant findings from audits/reviews, gross negligence and failure to observe accepted standards of administration. Following initial designation, WIOA requires that local areas apply for subsequent designation, demonstrating that the local area is also in compliance with WIOA requirements and other federal and state laws and regulations; and has engaged in regional planning.

WIOA also mandates that Local Workforce Boards apply for initial certification and recertification, demonstrating compliance with WIOA membership requirements, in addition to the requirements described above. Membership requirements include a majority of members represent business; 20% represent the workforce that include services for individuals with barriers to employment, organized labor, and labor/management apprenticeship programs; and there is representation from adult and higher education and economic and community development.

On Feb. 10 and 24, 2015, the Council approved the initial certification of the NOVA Workforce Board and a modified initial designation of the NOVA workforce area to add San Mateo County to the now eight-jurisdiction consortium. The consortium comprises the cities of Cupertino, Los Altos, Milpitas, Mountain View, Palo Alto, Santa Clara and Sunnyvale, and the County of San Mateo. On May 21, 2019, the Council approved the recertification of the NOVA Workforce Board and Local Area subsequent designation (with no changes to the local area). These applications were approved by the state.

California Workforce Services Draft Directive WSDD-219 requires that local areas must reapply for Local Area subsequent designation and Local Board recertification that will be effective July 1, 2021, for a two-year period, ending June 30, 2023.

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 intends to submit an application (Attachment 1) for Local Area subsequent designation for the NOVA workforce area and Local Board recertification for the NOVA Workforce Board. There are no proposed changes to the current eight-jurisdiction consortium. In addition, the NOVA workforce area has satisfied all requirements for subsequent designation. It has performed successfully as defined in the guidance as having met 80% of the negotiated performance goals in Program Year (PY) 2018/19 or PY 2019/20 for two performance indicators; sustained fiscal integrity through successful fiscal monitoring reports with no findings; adhered to “Local Area Assurances” by complying with all WIOA requirements, laws and regulations; and engaged in regional planning as part of the Bay-Peninsula workforce region, comprised of three Local Workforce Boards (San Francisco, NOVA, and San Jose-based work2future). This entailed successfully negotiating performance measures as a region, participating in the development of a regional plan, contributing to regular meetings with other neighboring Workforce Board directors, and partnering on the development of regional sector-based initiatives. The NOVA Workforce Board, appointed by the Council who serves as the local Chief Elected Official for the NOVA consortium, also satisfies all requirements for recertification and is in compliance with all mandated WIOA membership categories. There are currently three pending Board appointments, referenced in the application, who are participating in the application review process and expected to be agendized for Council approval in April.

On Feb. 17, 2021, the NOVA Workforce Board Executive Committee approved the application, on behalf of the full Board, for Local Area subsequent designation and Board recertification.

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 application for Local Area subsequent designation for the NOVA workforce development area and Local Board recertification for the NOVA Workforce Board.

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. Local Area Subsequent Designation and Local Board Recertification Application Program Year 2021-23

State of California

Local Area Subsequent Designation and Local Board Recertification Application Program Year 2021-23

Local Workforce Development Area

___NOVA Workforce Development Area_____

Application for Local Area Subsequent Designation and Local Board Recertification

This application will serve as your request for Local Workforce Development Area (Local Area) subsequent designation and Local Workforce Development Board (Local Board) recertification for Program Year (PY) 2021-23 under the *Workforce Innovation and Opportunity Act* (WIOA).

If the California Workforce Development Board (CWDB) determines the application 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 application.

NOVA Workforce Development Area

Name of Local Area

505 West Olive Avenue, Suite 550

Mailing Address

Sunnyvale, CA 94086

City, State, ZIP

March 31, 2021

Date of Submission

Kris Stadelman, NOVA Director

Contact Person

(408) 730-7233

Contact Person's Phone Number

Local Board Membership

The WIOA Section 107(b)(2)(A) through (E) states the requirements for nominating and selecting members in each membership category. The WIOA Section 107(b)(2)(A) requires that business members constitute a majority of the Local Board. The chairperson shall be a business representative, per WIOA Section 107(b)(3).

The local Chief Elected Official (CEO) is required to provide the names of the individuals appointed for each category listed on the following pages or, attach a roster of the current Local Board which identifies each member's respective membership category.

Business – A majority of the members must be representatives of business in the Local Area who (i) are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policy-making or hiring authority; (ii) represent businesses, including small businesses, or organizations; and (iii) are appointed from among individuals nominated by local business organizations and business trade association (WIOA Section 107[b][2][A]).

Please identify the Local Board chairperson by typing CHAIR after their name.

Name	Title	Entity	Appointment Date	Term End Date
Thomas Baity	Market Manager	ManpowerGroup	2017	2021
Sinead Borgersen	Senior Dir., HR & Operations	Cupertino Electric, Inc.	2018	2022
Julian Chu	Dir., Global Customer Services	Google	2018	2022
Ladan Dalla Betta	Management System Manager	Amazon	2017	2021
Van Dang	Investor, Entrepreneur & Legal Advisor	Private Consultant	2017	2021
Christopher Galy	Senior V.P. & Chief People Officer	Couchbase	2017	2021
Elaine Hamilton	V.P. & COO	MM Hamilton Financial Group	2017	2021
Stephen Levy	Director	Center for Continuing Study of CA Economy	2017	2021
Anita Manwani	Founder and Principal	Carobar Business Solutions	2018	2022
Jennifer Morrill (Co-CHAIR)	Of Counsel	Orrick	2018	2022
Stacey Porter	V.P. of People Operations	Outset Medical	2018	2022
Cindy Springsteel	V.P. of Regional Employee Experience	Adobe, Inc.	2019	2023
Judy Sugiyama	Senior Dir., Talent Acquisition & Diversity/Inclusion	Applied Materials	2017	2021
Andy Switky (Co-CHAIR)	Founder/Healthcare Strategy & Design Consultant	Code Name Collective	2017	2021

Labor – Not less than 20 percent of the members must be representatives of workforce within the Local Area who must include: (i) representatives of labor organizations who have been nominated by state labor federations; (ii) a member of a labor organization or a training director from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area; and may include: (iii) representatives of community based organizations with demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment,

veterans, or individuals with disabilities; and (iv) representatives of organizations with demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth and/or out-of-school youth (WIOA Section 107[b][2][B]).

California Unemployment Insurance Code (CUIC) Section 14202(b)(1) further requires and specifies that at least 15 percent of Local Board members shall be representatives of labor organizations unless the local labor federation fails to nominate enough members. For a local area in which no employees are represented by such organizations, other representatives of employees shall be appointed to the board, but any local board that appoints representatives of employees that are not nominated by local labor federations shall demonstrate that no employees are represented by such organizations in the Local Area.

Name	Title	Entity	Appointment Date	Term End Date
Monica Alvarado	Secretary-Treasurer	*Labor Organization/Communications Workers of America	2019	2023
Russell Brunson	Director of Administrative Services	Move to Work and P.R.I.D.E. (SCC Housing Authority)	2021 (pending appt. by April 2021)	2025
Carl Cimino	Director of Training	*Labor/Registered Apprenticeship/Pipe Trades Training Center	2017	2021
Jean Cohen	Executive Officer	*Labor Organization/South Bay Labor Council/AFL-CIO	2021 (pending appt. by April 2021)	2025
Poncho Guevara	Executive Director	Sacred Heart Community Service	2017	2021
Brenda Guidry-Brown	Dir., 2nd Careers Employment Program	Peninsula Family Service	2017	2021
James Ruigomez	Business Manager	*Labor Organization/San Mateo County Building & Construction Trades Council	2020	2024

*Nominated by local labor federation; no other nominations received

Education – Each Local Board shall include representatives of entities administering education and training activities in the Local Area who must include (i) a representative of eligible providers administering WIOA Title II adult education and literacy activities; (ii) a representative of institutions of higher education providing workforce investment activities; and may include (iii) representatives of local educational agencies, and community-based organizations with

demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (WIOA Section 107[b][2][C]).

Name	Title	Entity	Appointment Date	Term End Date
Hilary Goodkind	Dean	San Mateo County Community College District	2017	2021
Judy Miner	Chancellor	Foothill-De Anza Community College District	2020	2024
Lori Parris	Assistant Director	San Mateo Adult School	2021 (pending appt. by April 2021)	2025

Economic and Community Development – Each Local Board shall include representatives of governmental, economic, and community development entities serving the Local Area who must include (i) a representative of economic and community development entities; (ii) a representative from the state employment service office under the Wagner-Peyser Act; (iii) a representative of the Vocational Rehabilitation program; and may include (iv) representatives of agencies or entities administering programs serving the Local Area relating to transportation, housing, and public assistance; (v) representatives of philanthropic organizations serving the Local Area; and (E) individuals or representatives of entities as the local CEO in the Local Area may determine to be appropriate (WIOA Section 107[b][2][D] and [E]).

Name	Title	Entity	Appointment Date	Term End Date
Rosanne Foust	President & CEO	San Mateo County Economic Development Association	2020	2024
Linda Labit	Staff Services Mgr.	CA Department of Rehabilitation	2017	2021
Maria Lucero	Employment Program Mgr.	CA Employment Development Department	2017	2021

Performed Successfully

The Local Area hereby certifies that it has performed successfully, defined as having met 80 percent of their negotiated performance goals in PY 2018-19 <u>or</u> PY 2019-20 for the following indicators:

- Employment Rate 2nd Quarter After Exit

- Median Earnings

PY 2018-19 Performance Goals				
	Adults	**Dislocated Workers**	**Youth**	
Employment Rate 2nd Quarter After Exit	58.0%	64.0%	65.4%	**Employment or Education Rate 2nd Quarter After Exit**
Median Earnings 2nd Quarter After Exit	$7,200	$13,500	BASELINE	**Median Earnings**

PY 2019-20 Performance Goals				
	Adults	**Dislocated Workers**	**Youth**	
Employment Rate 2nd Quarter After Exit	59.0%	66.0%	66.9%	**Employment or Education Rate 2nd Quarter After Exit**
Median Earnings 2nd Quarter After Exit	$7,400	$15,750	BASELINE	**Median Earnings**

Sustained Fiscal Integrity

The Local Area hereby certifies that it has not been found in violation of one or more of the following during PY 2018-19 or PY 2019-20:

- *Final determination of significant finding(s)* from audits, evaluations, or other reviews conducted by state or local governmental agencies or the Department of Labor identifying issues of fiscal integrity or misexpended funds due to the willful disregard or failure to comply with any WIOA requirement.

- *Gross negligence* – defined as a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both.

- *Failure to observe accepted standards of administration* – Local Areas must have adhered to the applicable uniform administrative requirements set forth in Title 2 *Code of Federal Regulations* (CFR) Part 200.

Certify No Violation X

Engaged in Regional Planning

Engaged in regional planning is defined as participating in and contributing to regional planning, regional plan implementation, and regional performance negotiations. The Local Area hereby certifies that it has participated in and contributed to regional planning and negotiating regional performance measures in the following ways:

The NOVA Workforce Development Area has actively engaged in regional planning and regional plan implementation. Activities include:

- NOVA has served in a leadership role, on behalf of the three workforce boards in the Bay-Peninsula RPU (BPRPU) region, for the past four years.

- Contributed to the development of the regional plan that is expected to be approved by the NOVA Workforce Board on March 24, 2021 and will be agendized for approval by the Sunnyvale City Council (CEO) in April.

- Participated in negotiating WIOA performance measures as a region representing three workforce boards.

- Took part in the bi-weekly conference calls and quarterly face-to-face meetings with the workforce board directors in the region that have served as a forum to discuss regional plan implementation strategies and create a more cohesive regional service-delivery system.

- Worked closely with the BPRPU to promote coordination across business services and to create regional career pathways. Under RPI 1.0, the BPRPU brought together a Regional Business Engagement Team to ensure that messaging to employers throughout the region is consistent and to create systems information sharing and referral across the four (now three) Workforce Development Boards in the region. The Regional Business Engagement Team also worked closely with a marketing firm to develop a common website and collateral to be used at regional employer events.

- Under Slingshot/RPI 2.0 and now RPI 3.0, the BPRPU has been focused on the development of tech apprenticeships throughout the Bay Area through an initiative

called Apprenticeship Bay Area (ABA). To date, ABA has been working with a consultant with expertise in apprenticeship and conducted a landscape analysis with education partners and major employers in the region. ABA has been engaging multiple tech giants on how to register their apprenticeship programs and help align them with a) other companies' standards and b) community-educated individuals seeking opportunities in tech; and has also helped companies fill their apprenticeship slots. In early 2020, ABA hosted a regional National Apprenticeship Week event at LinkedIn in Sunnyvale, bringing attendees from all corners of the Bay Area, including teams of employers and workforce and education agencies from beyond the Bay such as Santa Cruz and Sacramento. This event was the first uniform, regionally focused tech apprenticeship event to date. The NOVA Workforce Area has been actively engaged in the planning and delivery of these initiatives, which have helped to align industry engagement and support the development of regional career pathways.

Local Area Assurances

Through PY 2021-23, the Local Area assures that:

A. It will comply with the applicable uniform administrative requirements, cost principles, and audit requirements (WIOA Section 184[a][2] and [3]).

   Highlights of this assurance include:

   - The Local Area's procurement procedures will avoid acquisition of unnecessary or duplicative items, software, and subscriptions (in alignment with Title 2 CFR Section 200.318).

   - The Local Area will maintain and provide accounting and program records, including supporting source documentation, to auditors at all levels, as permitted by law (Title 2 CFR Section 200.508).

   Note that failure to comply with the audit requirements specified in Title 2 CFR Part 200 Subpart F will subject the Local Area to potential cash hold (Title 2 CFR Section 200.338).

B. All financial reporting will be done in compliance with federal and state regulations and guidance.

   Highlights of this assurance include:

   - Reporting will be done in compliance with Workforce Services Directive WSD19-05, *Monthly and Quarterly Financial Reporting Requirements*, (December 4, 2019).

- All close out reports will comply with the policies and procedures listed in WSD16-05, *WIOA Closeout Requirements* (July 29, 2016).

Note that failure to comply with financial reporting requirements will subject the Local Area to potential cash hold. (Title 2 CFR Section 200.338)

C. Funds will be spent in accordance with federal and state laws, regulations, and guidance.

Highlights of this assurance include:

- The Local Area will meet the requirements of the *California Unemployment Insurance Code Section* 14211, to spend a minimum of 30 percent of combined total of WIOA Title I adult and dislocated worker formula fund allocations on training services.
- The Local Area will not use funds to assist, promote, or deter union organizing (WIOA Section 181[b][7]).

D. The Local Board will select the America's Job Center of California^{SM} operator(s), with the agreement of the local CEO, through a competitive process such as a Request for Proposal, unless granted a waiver by the state (WIOA Section 121[d][2][A] and 107[g][2]).

E. The Local Board will collect, enter, and maintain data related to participant enrollment, activities, and performance necessary to meet all CalJOBS^{SM} reporting requirements and deadlines.

F. The Local Board will comply with the nondiscrimination provisions of WIOA Section 188, including the collection of necessary data.

G. The Local Area will engage in and contribute to regional planning and regional plan implementation (e.g., Local Area has participated in regional planning meetings and regional plan implementation efforts, and the Local Board and local CEO have reviewed and approved the regional plan and modifications).

H. The Local Area will participate in regional performance negotiations.

I. The Local Area will comply with CWDB policies and guidelines, legislative mandates and/or other special provisions as may be required under federal law or policy, including the WIOA or state legislation.

J. Priority shall be given to veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient for receipt of career and training services funded by WIOA Adult funding (WIOA Section 134[c][3][E] and *Training and Employment Guidance Letter* [TEGL] 10-09, and TEGL 19-16).

Application Signature Page

By signing the application, the local CEO and Local Board chair request subsequent designation of the Local Area and recertification of the Local Board. Additionally, they agree to abide by the Local Area assurances included in this application.

Local Workforce Development Board Chair

Signature

Jennifer Morrill

Name

NOVA Workforce Board Co-Chair

Title

Date

Local Workforce Development Board Chair

Signature

Andy Switky

Name

NOVA Workforce Board Co-Chair

Title

Date

Local Chief Elected Official

Signature

Honorable Larry Klein

Name

Mayor, City of Sunnyvale

Title

Date

City of Sunnyvale

Agenda Item

21-0387 **Agenda Date:** 3/16/2021

SUBJECT

Adopt Uncodified Ordinance No. 3173-21 Awarding an Exclusive Franchise to Bay Counties Waste Services, dba Specialty, Inc., for Recycling, Organics, and Solid Waste Collection Services

BACKGROUND

The attached Ordinance was introduced at a regular meeting of the City Council held on February 23, 2021 with the following vote: 7-0

RECOMMENDATION

Adopt Uncodified Ordinance No. 3173-21 Awarding an Exclusive Franchise to Bay Counties Waste Services, dba Specialty, Inc., for Recycling, Organics, and Solid Waste Collection Services.

ORDINANCE NO. 3173-21

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 February 23, 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 Mayor
Date of Attestation: _____

(SEAL)

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A

FRANCHISE AGREEMENT

BETWEEN

CITY OF SUNNYVALE

AND

BAY COUNTIES WASTE SERVICES, INC.

FOR

RECYCLING, ORGANICS, AND SOLID WASTE

COLLECTION SERVICES

MARCH 2021 – FINAL

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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 _____, 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

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, or for failure to resolve issues identified in the performance review 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 Seven (7) 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. No later than January 1, 2029, the Director of Environmental Services or their designee shall notify Contractor in writing whether contractor has successfully resolved all substantive issues identified by the performance review related to compliance with the Agreement as provided in Section 6.3.A. If Contractor has not successfully resolved all substantive issues identified by the performance review by January 1, 2029, the Agreement shall terminate on July 1, 2031.

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.

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

4.2 RECYCLABLE MATERIALS

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

4.3 ORGANIC MATERIALS

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

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

4.4 SOLID WASTE

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

4.5 C&D COLLECTION

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

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

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

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

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

4. Cooperate with efforts by City and Approved Facility to comply with CALGreen requirements as provided in Item 3 above. Such cooperation may include complying with Approved Facility direction on where to dump loads, communicating Source Separation requirements to 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 Contactor 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 ExhibitD.

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.

D. **Courtesy Collections for Admitted Late Set-Outs**. In the event that a Customer: (i) reports that their Container(s) were placed for Collection after Contractor's Collection vehicle had already passed the Premises for regularly scheduled Collection; (ii) does not claim that Contractor missed the Collection; and (iii) requests that the Contractor return and Collect their Containers, Contractor shall return to the Customer Premises and provide a Courtesy Collection at no charge to the Customer. Contractor is not required to provide more than two (2) Courtesy Collections for admitted late set-outs per Customer per calendar year. For Residential Customers, one (1) Courtesy Collection represents Collection of up to three (3) Carts (Recyclable Materials, Organic Materials, Solid Waste) per incident. Contractor shall complete the Courtesy Collection by the end of the following Working Day. The provisions of this Section shall only apply if the Customer acknowledges, and Contractor documents in writing, that the event did not constitute a missed or incomplete Collection event by the Contractor.

E. **Courtesy Collections for Contaminated Containers.** If the Collection vehicle driver observes Contamination in excess of standards agreed upon by the Parties, the driver shall affix a Courtesy Notice to the emptied Container. The Courtesy Notice shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the notice was left;

(iii) describe the City-approved return trip fee to Customer for Contractor to return and Collect the Container after Customer removes the Contamination for Containers that were not emptied; and (iv) describe the Contamination Fee the Contractor may assess after the second Courtesy Notice has been issued. Contractor shall not provide more than two (2) Courtesy Collections for Contaminated Containers per Customer per calendar year. The next day on which that Customer is to receive service, following Contractor issuance of a second Courtesy Collection, the driver shall dismount the Collection vehicle, lift the lid of the Container, and visually inspect the contents. If the driver determines that the Container again contains Prohibited Container Contaminants, driver shall affix a Non-Collection Notice to the Container in accordance with this Section and shall not Collect the Discarded Materials.

After the issuance of two Courtesy Collections, Contractor may refuse to Collect Recyclable Materials or Organic Materials Containers that are contaminated in accordance with Exhibit B, and shall leave an approved Non-Collection Notice informing Customer how to properly separate materials. During the first year of the implementation of new and expanded Organic Materials Collection to Multi-Family and Commercial Generators, Contractor shall perform at least two (2) Courtesy Collections per Contract Year per Customer of contaminated Recyclable Materials, and at least two (2) Courtesy Collections per Contract Year per Customer of contaminated Organic Materials Containers, and leave an approved Courtesy Notice notifying the Customer of the specific materials that have been incorrectly placed, and informing the Customer in which Container the materials should be placed. A Courtesy Collection of contaminated Recyclable Materials or Organic Materials may be made with a Solid Waste Collection vehicle, provided that the contaminants may safely and lawfully be Collected as Solid Waste.

F. **Identification of Excluded Waste**. If a Collection vehicle driver observes Excluded Waste in an uncollected Container, the driver shall affix a Non-Collection Notice to the Container in accordance with this Section and shall not Collect the Discarded Materials. Driver shall record that observation, which shall include photographic evidence, in the on-board computer system and immediately inform their route supervisor. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Materials may cause immediate danger.

G. **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in excess of standards agreed upon by the Parties or Excluded Waste, Contractor shall provide a Non-Collection Notice to the Generator. The Non-Collection Notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the notice was left; (iii) describe the City-approved Contamination Fee to Customer for Contractor to return and Collect the Container after Customer removes the Contamination; and (iv) provide a warning statement that a Contamination processing fee may be assessed in the future.

The driver shall record the Non-Collection event in the on-board computer system (if applicable), and Contractor's Customer service department shall update the Customer's computerized account record to note the event.

The Non-Collection Notice may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the violation occurs, or subject to City Contract Manager's approval, may be delivered by e-mail or text message, so long as a record of such communication is retained by Contractor for City review upon request.

Contractor shall submit a sample of its Non-Collection Notice to the City Contract Manager for

approval prior to implementing use of it with Customers.

H. **Assessment of Contamination Fees**. Six (6) months after 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. If the City elects to utilize Contamination Fees and subject to the provisions of the Municipal Code, Contractor shall be required to utilize the following approach for assessment of Contamination Fees. If the Contractor observes Prohibited Container Contaminants in a Generator's Organic Materials Container or Recyclable Materials Container on more than two (2) occasions in a given time period as provided in the Municipal Code, the Contractor may impose a Contamination Fee, in the amount specified by the City, and shall notify the City in its monthly report of Customers for which Contamination Fees were assessed. Contractor shall leave a Contamination Fee notice on the contaminated Containers, describing the specific material(s) of issue, explaining how to correct future set outs, and indicating that the Customer will be charged a Contamination Fee on its next bill. The format of the Contamination Fee notice must be approved by the City Contract Manager. Contractor shall Collect the contaminated Recyclable Materials or Organic Materials as Solid Waste and Transport the material to the Approved Facility.

I. **Communication with Customer**. Whenever a Container at the Premises of a Commercial or a Multi-Family Customer is not Collected, Contractor shall contact the Customer on the scheduled Collection day to explain why the Container was not Collected. Contractor shall contact such Customers through the application of a Container tag, by email, phone call, or text message if Customer approves communication by this means provided that if Contractor does not possess an email address or phone number for the Customer, Contractor may provide a written communication, which shall include a request for an email address or phone number for future notifications. Whenever a Container is not Collected because of excess Contamination, a Customer service representative shall contact the Customer to discuss and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

J. **Contractor Return for Collection**. Upon request from Customer, Contractor shall Collect Containers that received a Non-Collection Notice within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("return trip pick-up") at the applicable City-approved Rates only if Contractor successfully notifies Customer of the premium Rate for this service at the time the request is made by Customer.

K. **Disposal of Contaminated Materials.** If the Contractor observes any visible Prohibited Container Contaminant in a Generator's Organic Materials Container or Recyclable Materials Container, Contractor may Dispose of the Container's contents provided Contractor complies with the noticing requirements of this Section 4.12.2.

L. **Record of Non-Collection**. Contractor shall maintain electronic records of all Non-Collection Notices, listing all taggings, the addresses of the Parties involved, the date of the notice, the reason for the notice, and the date and manner of resolution of each instance. Contractor shall provide the above detail on a monthly basis as provided in Exhibit D. Contractor shall retain the Non-Collection log for the Term of this Agreement.

4.12.3 Customer Satisfaction Survey

At City's own expense, City may at any time conduct surveys of Customer satisfaction. In such instances, Contractor shall assist City if and as requested. If City identifies areas of inadequate Customer service, City may direct Contractor take whatever action is deemed necessary by City to bring service to an acceptable level. The results of surveys will be made available to Contractor upon request.

Contractor shall provide City access to Contractor's Customer service department at any time during regular City business hours for purposes including monitoring the quality of Customer service or researching Customer Complaints.

Contractor shall provide a sufficient level of training, as determined by the City, to one (1) or more City employee(s) regarding the use of Contractor information systems as described in this Section.

Contractor shall designate one (1) member of Contractor staff to work directly with such City employee(s). Contractor shall provide such City employee(s) with access to Customer service, call center, and operations information systems in order to validate Contractor performance standards and recommend changes to Customer Service Levels to resolve service issues or otherwise address Customer needs. In the event that recommended Service Level changes are made, the designated City staff will work with Contractor's route manager to make such changes, which shall not be denied by Contractor except for reasons related to Customer, route driver, and/or equipment safety.

Contractor shall also provide access to Customer contact information (including email addresses) for purposes of City-provided public education and outreach activities. In addition, Contractor shall ensure that the City Contract Manager and any other City staff, as requested by the City, have read-only access to all service order and Customer service records, and to all CSR notes entered into Contractor's internal information systems. Such read-only access is intended to provide the City the ability to review notes related to Customer service and/or billing issues.

4.13 TECHNOLOGY INNOVATION

City expects, and Contractor acknowledges and accepts Contractor playing a proactive and cooperative role in technology innovation related to all aspects of provision of service under this Agreement. This responsibility includes, but is not limited to, identifying and recommending City evaluation of new hardware and software, and new uses of existing hardware and software, as well as flexibility in taking City direction in using or interfacing with City hardware and software. Contractor shall recommend and/or take direction from the City regarding pilot testing of technology.

During Contract Year One (1) Contractor shall purchase and use route optimization software and on-board tablet computers to maximize the efficiency of routing, as described in Exhibit G1 Technical Proposal and specified in Exhibit G2 Cost Basis for Proposal.

4.14 SERVICE EXEMPTIONS

Upon City and/or Customer request, and written approval from the City Contract Manager, Contractor shall cease providing (and collecting payment for) Collection services to a Premises which is anticipated to be vacant for no less than thirty 30 days. In addition, upon written direction from the City Contract Manager, Contractor shall modify or otherwise cease providing Collection services to Customers requesting other service exemptions, provided that such Customers consistently demonstrate the ability

to responsibly manage Discarded Materials generated at the Premises in question in a manner consistent with Applicable Law.

ARTICLE 5.
STANDARD OF PERFORMANCE

5.1 GENERAL

Contractor shall at all times comply with Applicable Law and provide services in a manner that is safe to the public and the Contractor's employees. Except to the extent that a higher performance standard is specified in this Agreement, Contractor shall perform services in accordance with Recyclable Materials, Organic Materials, and Solid Waste management practices common to the San Francisco Bay Area.

5.2 OPERATING HOURS AND SCHEDULES

A. **Hours of Collection.** Unless otherwise authorized by the City Contract Manager, Contractor's days and hours for Collection operations shall be as follows:

1. **Residential Premises.** Unless otherwise directed by City, Collection from Residential Premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday.

2. **Commercial Premises.** Unless otherwise directed by City, Collection from Commercial Premises that are <u>two hundred (200) feet or less</u> from Residential Premises shall only occur between the hours of 7:00 a.m. and 8:00 p.m., Monday through Saturday. Unless otherwise directed by City, Collection from Commercial Premises <u>more than</u> two hundred (200) feet from Residential Premises shall only occur between the hours of 6:00 a.m. and 8:00 p.m., Monday through Saturday.

3. **Downtown.** Unless otherwise directed by City, and as further described in Exhibit L Downtown Area Map, Collection from Commercial Premises located within the Downtown boundaries shall only occur between 7:00 a.m. and 8:00 p.m. Monday through Saturday. Unless otherwise directed by City, Collection from Residential and Mixed-Use Premises located within the City Center boundaries shall only occur between 7:00 a.m. and 8:00 p.m. 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.

D. **Entry onto Private Property.** Contractor may enter onto private property to provide alternative location services to disabled Customers in accordance with Exhibit B1. Contractor may enter onto private property to provide push out Collection service to Customers who subscribe to push out service in accordance with Exhibit B.

Contractor shall promptly repair any damage caused to private property resulting from actions under its control and/or negligence on the part of Contractor’s employees or agents. For incidents for which damage is estimated to exceed $5,000 to repair, Contractor shall provide notice to the City Contract Manager within five (5) Working Days of incident.

Contractor may require Customers on private roads to sign reasonable road damage liability waivers prior to operating on such private streets. If Customers on private roads fail to sign such waivers, Contractor may, upon approval, which may or may not be conditional, from the City Contract

Manager require them to receive service at the nearest public right of way. The City Contract Manager shall review and approve the form of such waiver.

E. **Proper Container Set Out.** Contractor may educate the public on proper set-out procedures designed to maximize the efficiency of Collection (e.g., Carts spaced three (3) feet apart). Such education may be provided in the form of City-approved Container tags to be affixed to improperly placed Containers and/or City-approved guidelines for proper set out posted on Contractor's website. However, Contractor acknowledges that such procedures are not practical in all circumstances and failure of the Customer to follow such procedures does not constitute a reason for non-Collection if the Discarded Materials may be safely and reasonably serviced. Contractor's route drivers shall dismount their Collection vehicles and reposition Containers as necessary to provide Collection service. In such instances, Contractor may leave a Courtesy Notice, approved by the City's Contract Manager, as described in this Section. Contractor may not require a Customer to set out the Customer's Containers in such a manner that would block vehicle access to Customer's driveway. Contractor and Customers may mutually agree to uncommon service locations if necessary for Collection in specific areas (e.g., setting out all of the Carts in a court in a line down the middle of the court as opposed to Curbside.) Such agreements between Contractor and Customer shall be reported to the City as provided in Exhibit D.

In the event that Contractor encounters circumstances at a Customer Premises that allow for safe Collection of Discarded Materials, but do not otherwise reflect proper set-out procedures (including, but not limited to over-full Containers, spills not caused by the Contractor, Carts placed too close together, Carts placed in front of one another, Carts placed too close to parked cars), Contractor shall Collect the material and follow the noticing and resolution procedures described in Section 4.12.2.

Contractor shall retrieve Containers moved by others that have been reported to Contractor by the Customer or City, on or before the end of the next day on which Contractor must provide service in accordance with Exhibit B.

City Contract Manager may during the Term of the Agreement request Contractor identify, facilitate, manage and/or subcontract for the services of a Downtown scout service. Such service shall be provided as demand requires and in compliance with the Municipal Code, by a third party(ies) on a per-fee subscription basis as determined by the provider unless the City determines it shall set such fees through the City's utility Rate structure. To the extent Contractor arranges for, facilitates provision of, or otherwise coordinates provision of Downtown scout service by a third party(ies) that is not a Subcontractor, Contractor will receive a reasonable level of compensation as an allowable cost in the form of an administrative fee to be determined at the time the service is provided.

F. **Multi-Family and Commercial Push Out Service.** Upon Customer request, as specified in Customer's service subscription, and as otherwise required under the Sunnyvale Municipal Code, Contractor shall provide push out service for Discarded Materials to Multi-Family and Commercial Premises in accordance with Exhibits B2 and B3. Contractor shall commence push out Collection service on the next regularly scheduled Collection service day for said Customer's route following that Customer's request for push out service. Push out services are comprised of exiting from the Collection vehicle, moving the Customer's Container from its storage place (including enclosures) to the vehicle for Collection, and returning the Container to its storage place.

Upon approval of the City's Contract Manager, Contractor may refuse to provide push out service if Customer's roadway surface is not conducive to moving heavy Containers and/or placement of Container(s) requires drivers to push the Container up an incline greater than three (3) percent. Contractor shall not provide push out service for Solid Waste Containers that are larger than four (4) cubic yards or Food Scraps Containers that are larger than one (1) cubic yard.

G. **Non-Collection, Courtesy Noticing.** Prior to the Commencement Date and as detailed in Section 4.12.2, Contractor shall develop and submit template notices to the City Contract Manager for review and approval.

H. **Contamination.** As detailed in Section 4.12.2, Contractor may refuse to Collect Recyclable Materials or Organic Materials Containers that are Contaminated, and shall leave an approved Non-Collection Notice informing Customer how to properly separate materials.

I. **Litter Abatement.** Contractor shall use due care to prevent spills or leaks of material placed for Collection, fuel, and other vehicle fluids while providing services under this Agreement. Contractor shall ensure that Collection vehicle drivers utilize vehicle cameras and mirrors to identify instances in which Discarded Materials spill onto sidewalks or streets during Collection of Discarded Materials Containers. Upon leaving Customer locations for the Approved Facility, and leaving the Approved Facility, Contractor shall ensure no remaining Discarded Materials are at risk of spilling from the Collection vehicle. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall clean up all spills or leaks before leaving the site of the spill but in all events within two (2) Working Hours of Customer's Complaint thereof or the City Contract Manager's direction. Contractor shall ensure that each Collection vehicle carries a broom, shovel, and absorbent material at all times for this purpose; Contractor shall train its employees in their use.

Contractor shall not transfer loads from one vehicle to another on any Public Street, unless it is necessary to do so because of mechanical failure, combustion of material in the truck, or accidental damage to a vehicle.

J. **Covering Loads, No Leakage.** Contractor shall place tarps on all open Drop Boxes at the pickup location before Transporting materials to the Approved Facility and ensure the entire load is covered without any gaps or materials sticking out of Box, and is sealed so as to ensure no leakage of fluids. Contractor shall pay all fees charged to Contractor by the operator of the Approved Facility for improperly covered loads or purchase of a tarp, and those fees shall be considered non-allowable costs under Exhibit E.

K. **Clean Up.** Drivers shall use on-board cameras and mirrors to spot any Discarded Material falling from any Container during Collection, and shall immediately clean up the litter or spillage. Drivers shall clean up litter in the immediate vicinity of any Discarded Materials storage area (including the areas where Collection Bins and Debris Boxes are delivered for Collection) whether or not Contractor has caused the litter as soon as possible, but in all events within two (2) Working Hours of Customer's Complaint thereof or the City Contract Manager's direction. Contractor shall discuss instances of repeated spillage not caused by Contractor directly with the Customer responsible and will report such instances to City Contract Manager in its monthly report filed in accordance with Exhibit D. City shall attempt to rectify such situations with the Customer, including issuance of Customer fines in accordance with the Sunnyvale Municipal Code, if Contractor has already attempted to rectify without success.

L. **Clean Up of Illegal Dumping.** Contractor shall respond to all notifications from City regarding spilled or illegally dumped Discarded Materials, including Bulky Items, during Working Hours and, in emergencies, at night and on weekends. Contractor shall Collect and deliver such Discarded Materials to the Approved Facility, provided it does not exceed in volume the amount which can be Collected by a two-person crew in a large pick up, truck, or Collection vehicle.

M. **Development and Review of Collection Specifications.** Contractor shall work with the City to develop standard specifications for Collection Container enclosures at Commercial and Multi-Family Premises. These specifications shall be developed to ensure that the Collection Container enclosures are built to provide adequate space for and suitable configuration to allow the Contractor to safely and efficiently service Recyclable Materials, Organic Materials, and Solid Waste Containers. Contractor's Operations Manager or other appropriately qualified staff shall, upon request by the City Contract Manager, provide a review of plans for new Multi-Family and Commercial development or project design drawings. Contractor shall provide comments and recommendations resulting from the review in writing within five (5) Working Days of receipt of the documents for review. In each review report, Contractor shall comment on the acceptability of the proposed arrangements in terms of: i) the adequacy of space for Recyclable Materials, Organic Materials, and Solid Waste Containers; ii) the accessibility of the Containers for Collection including whether additional charges (e.g., push/pull, locking, etc.) would apply; iii) ease of use of Containers by tenants and potential for Collection-related injury to Contractor's workers; iv) Safe Collection vehicle access to and exit from the Premises and safety and efficiency of Collection vehicle accessibility to Containers, enclosures or, staging areas; and, v) equipment compatibility of Customer-owned containers (e.g., Compactors, Compactor Bins, etc.).

N. **No Commingling of Materials.** Contractor shall Collect materials generated in the City in Collection Vehicles separately from other materials generated outside the City service area, unless otherwise approved by the City Contract Manager. Contractor shall not commingle materials which have been Source Separated with other materials types (for example, Source Separated Recyclable Materials which have been properly placed for Collection shall not be combined with Solid Waste or Source 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.

D. **Fueling Station.** Contractor is solely responsible for ensuring safe and efficient operation of the fueling station. Contractor shall enter into a Subcontract for facility renovation, operation and maintenance of the fueling station, as provided in Section 3.3 and based on the Subcontractor proposal contained in Exhibit G1 Technical Proposal. During Contract Year One (1), Contractor shall commence the fueling station renovation, as described in Exhibit G1 Technical Proposal, and as further specified in Exhibit G2 Cost Basis for Proposal and Exhibit G3 Proposal Review and Negotiation Documentation.

E. **Tare Weights.** No less than thirty (30) calendar days prior to the Commencement Date, Contractor shall coordinate with Approved Facility operator to ensure that all vehicles used by Contractor to deliver Discarded Materials to the Approved Facility(ies) are weighed to determine unloaded ("tare") weights. Contractor shall ensure that for each vehicle, operator electronically records the tare weight, identifies vehicle as Contractor-owned, and provides a distinct vehicle identification number. As provided in Exhibit D, Contractor shall provide City Contract Manager with an initial report listing the vehicle tare weight information. Contractor shall promptly weigh additional or replacement vehicles prior to placing them into service. Contractor shall coordinate with the Approved Facility operator to recheck tare weights at least annually, or within fourteen (14)

calendar days of a City request, and shall re-tare vehicles immediately after any major maintenance or service event.

If vehicle receiving and unloading operations are recorded on video cameras at the Approved Facility, Contractor shall coordinate with Approved Facility operator to make those videos available for City review, and shall provide the name of the driver of any particular load if available.

F. **Vehicle Operation.** Contractor shall operate Collection vehicles in compliance with the California Vehicle Code and all applicable safety and local ordinances. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State Department of Transportation or local weight restrictions on Collection vehicles.

Contractor shall ensure that Contractor's employees operate Contractor's Collection vehicles in a manner that prevents tire skidding damage to the finished pavement surfaces of City streets during routine stopping and starting to Collect Discarded Materials. Contractor shall use cameras and other methods to detect tire skidding and will take disciplinary action against employees responsible for skid marks on private pavement or City streets.

G. **Noise.** All Collection operations shall be conducted as quietly as possible. Contractor shall incorporate noise control features throughout the entire Collection vehicle and shall conform to applicable Federal, State, County, and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed seventy-five (75) decibels at any one time with the additional requirement of not exceeding sixty-five (65) decibels for one-minute duration. All decibel readings shall be based on a distance of fifty (50) feet from any part of the Vehicle. The City may conduct random checks of noise emission levels to ensure compliance with this standard. The City may request Contractor to check any piece of equipment for conformance with the noise limits in response to Complaints and/or when the City Contract Manager believes it is reasonable to do so.

H. **Appearance and Signage.** Collection vehicles shall present a clean appearance while providing service under this Agreement. Contractor shall paint all Collection vehicles uniformly in a color approved by City. Contractor shall submit the specifications for all vehicles for City Contract Manager approval prior to their use. Contractor's name, local telephone number, and a unique vehicle identification number designated by Contractor for each vehicle shall be displayed on all vehicles in at least three (3) inch characters on the front, back, and both sides of each Collection vehicle. Contractor shall not place the City's logo on its Collection vehicles.

Vehicles shall be equipped with sign board holders or other hardware to allow public education signage of no less than thirty-six (36) by forty-eight (48) inches to be displayed on both sides of the vehicle. Such public education signage shall be approved by City prior to use and shall be changed twice per year, or as directed by City Contract Manager, upon City direction.

Contractor shall label the back of FoodCycle Collection vehicles in a manner that indicates which side is used for the Collection of Food Scraps and which side is used for the Collection of Solid Waste. Such FoodCycle Collection vehicle signage must be approved by City Contract Manager prior to use.

Contractor shall label the back of Dual Stream Recyclable Materials Collection vehicles in a manner that indicates which side is used for the Collection of Recyclable containers and which side is used

for the Collection of Recyclable fibers. Such Dual Stream Recyclable Materials Collection vehicle signage must be approved by City Contract Manager prior to use.

I. **Cleaning and Painting.** Contractor shall thoroughly wash vehicles used in the Collection of Discarded Materials at least once every Working Day and thoroughly steam clean them at least once every week. City may inspect Collection vehicles at any time to determine compliance with sanitation requirements. Contractor shall make Collection vehicles available to the Santa Clara County Health Department for inspection, at any frequency it requests. Contractor shall maintain records of vehicle cleaning and painting by department, vehicle and date, for annual submittal to the City Contract Manager as provided in Exhibit D.

Contractor shall repaint all vehicles used in Collection of Discarded Materials as often as is necessary to maintain the appearance of having been repainted within twelve (12) months. The City Contract Manager may require repainting of a specific Collection vehicle(s) as necessary to ensure that such vehicles give the appearance of having been repainted within twelve (12) months, in which event, Contractor will repaint them within thirty (30) days' notice from City Contract Manager's direction to repaint. The City Contract Manager's ability to require painting in no way alleviates Contractor of its sole responsibility for ensuring high-quality Collection vehicle appearance at all times.

J. **Inspections and Repairs.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired, operate properly, and perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records with respect to each Collection vehicle of all vehicle maintenance, recorded according to date and mileage and shall make such records available to the City Contract Manager upon request.

Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repairs, which must include the date, mileage, nature of repair, and the signature of a maintenance supervisor that the repair has been properly performed.

K. **Vehicle Inventory.** Contractor shall furnish sufficient equipment to provide all service required under this Agreement, including backup Collection vehicles. Contractor shall furnish the City Contract Manager with a written inventory of all vehicles, including Collection vehicles, used in providing service, and shall update the inventory annually as part of Contractor's annual report submitted to City Contract Manager as provided in Exhibit D. In the inventory, Contractor shall list all Collection vehicles by manufacturer, ID number, date of acquisition, type, capacity, and decibel rating.

L. **Storage.** Contractor shall arrange to store all Collection vehicles and other equipment in safe and secure location(s).

M. **Vehicle Selection.** After consultation with and receipt of approval from City Contract Manager, and consistent with the fuel-related provisions of Sections 5.4.B. and C., Contractor may select the type of Collection vehicles to be used, or change the type of Collection vehicles previously selected, for Collection of Discarded Materials for the remainder of the Term. When making recommendations, Contractor shall seriously consider the advice of the City Contract Manager and shall propose

Collection vehicles that will help to promote efficiency, maintain a high level of service, reduce costs consistent with the level of service to be provided, and that will be reasonable and necessary in light of the scope of service.

Contractor shall, on an ongoing basis, assess the need for use of smaller Collection vehicles, or additional smaller Collection vehicles for Collection in denser areas of the City.

5.5 COLLECTION ROUTES

A. **Route Schedules.** To preserve peace and quiet, Contractor's Collection routes shall be selected in a manner that minimizes damage to City and private streets, and minimizes inconvenience and disturbance to the public.

At least ninety (90) days prior to the Commencement Date, Contractor shall provide, for City Contract Manager approval, maps defining all Collection routes, including with the days and the times at which Collection shall regularly commence for Customers and for City facilities. City and Contractor shall confer and agree on the format of such maps prior to their development and submittal.

B. **Route Changes.** Contractor shall submit to the City Contract Manager, in writing, any proposed Route change affecting more than five (5) percent of the accounts on a Route (including maps thereof) not less than sixty (60) days prior to the proposed date of the change. Contractor shall not implement any Route changes without the prior review and approval of the City Contract Manager. Contractor shall notify the City Contract Manager not less than thirty (30) days prior to notifying affected Customers of Route changes. Contractor shall notify Customers, in writing, of planned Route changes not less than thirty (30) days before the proposed date of implementation.

C. **Route Documents.** Contractor shall maintain a routing system and make available to City Contract Manager upon request and at no cost to City, either electronic documents or online information containing at least the following information:

1. Maps, lists, and sequence of all stops on all routes;

2. Route number, name, address, day, and type of Collection;

3. Streets serviced;

4. For accounts billed by Contractor, those addresses without active accounts and the date service terminated;

5. Addresses subscribing to one of the special service options and which option it is;

6. Detailed service information reported by City (such as location of Containers on a corner lot);

7. Accounts approved for Saturday Collection as described in Section 5.2.A.2; and

8. Accounts approved by City Contract Manager for earlier Collection as provided in Section 5.2.A.

Contractor shall periodically check the routes to ensure that drivers are providing service in accordance with Contractor's routing system. Upon receiving City Contract Manager approval to change its routing system, Contractor shall update its Route documents, and provide to City Contract Manager as specified in Exhibit D.

D. **Annual Route Checks.** City and Contractor shall review current routes and routing system no less than annually for changes in total accounts or other factors that may affect routing. Otherwise, Contractor shall be prepared to review routes or routing system within ten (10) days of City Contract Manger request.

E. **Route Audits.** The City reserves the right to conduct audits of Contractor's Collection routes. The Contractor shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the City Contract Manager, to ride in the Collection vehicles in order to conduct the audits.

5.6 CONTAINER REQUIREMENTS

A. **Containers Provided to Customers.** In accordance with Exhibit B, Contractor shall provide Containers to new Residential Customers requesting service initiation, or existing Residential Customers requesting a change in service by the next regularly scheduled Collection service day for that Customer's route following that Customer's initial request for service. Upon notification of a requested start or change in service by either a Commercial Customer, or the City Contract Manager requesting or changing service on behalf of the Commercial Customer, Contractor shall deliver Containers to Commercial Customers by the next Working Day. Containers shall be designed and constructed to be watertight and prevent the leakage of liquids. All Containers shall display the Contractor's name, logo, telephone number, website address, capacity (yards or gallons), and an identifying inventory or serial number.

Contractor shall notify the City Contract Manager of all Contractor's proposed acquisitions of new Containers and shall acquire those Containers only following City Contract Manager approval, which will be deemed given in conjunction with City's approval of Contractor's payment request documenting the proposed acquisition.

B. **Removal of Containers Upon Cancellation.** Upon cancellation of any service by Customers, or upon notification of cancellation of service by City Contract Manager, Contractor shall remove all Containers previously supplied by Contractor from the Premises of the Customer within seven (7) Working Days.

C. **Notices Regarding Collection Requirements**. Within seven (7) days after receipt of communication from Customer or the City Contract Manager that a formerly unoccupied Multi-Family Residential Premise or a Commercial Premise is occupied, or that a change of ownership of an occupied Multi-Family Residential Premise or Commercial Premise has occurred, and if the Multi-Family or Commercial Customer (either Owner or occupant) has failed to request service for Collection of Discarded Materials, Contractor shall give written notice to that Customer that weekly Collection service is required by City ordinance. Contractor shall send a copy of that written notice to City Contract Manager at the same time it sends the notice to that Customer.

D. **Public Litter Containers.** Contractor shall service Public Litter Containers as provided in Exhibit B.

E. **Container Standards**

1. All new Carts and Bins shall have the ability to be routed, associated with a Customer, tracked, and inventoried, through the use of any combination of the best available technology (hardware and/or software), as agreed by City Contract Manager.

2. All Carts shall be manufactured by injection or rotational molding methods and shall meet the Cart design, color, and performance requirements provided in Section 4.8.3 and Exhibit J. Carts shall have a useful life of ten (10) or more years as evidenced by a manufacturer's warranty or other documentation acceptable to the City; Yard Trimmings Carts shall be assumed to have useful life of fifteen 15 years, depreciated over 10 years.

3. All Containers with a capacity of one (1) cubic yard or more shall meet applicable Federal regulations for Bin safety and be covered with attached lids.

4. Contractor shall differentiate Solid Waste Containers, Recyclable Materials Containers and Organic Materials Containers from each other by providing Containers of different colors in accordance with Section 4.8.3.

5. Contractor shall obtain the City Contract Manager's approval of Container specifications, colors, and labeling before acquisition, painting, and labeling occurs.

6. When purchasing plastic Collection Containers, Contractor shall purchase Containers that contain a minimum of 30% post-consumer Recycled plastic content.

7. All such Containers shall be Recycled at the end of their useful life.

F. **Container Labeling.** All markings on the Containers shall be approved by the City Contract Manager in advance of ordering such Containers consistent with Section 4.8.3. On the lid of each Cart, and the body of each Bin, Drop Box, and Public Litter Container, Contractor shall label the ultimate destination of such materials as follows: "LANDFILL" for Solid Waste; "CONTAINERS" for Recyclable Materials that are rigid containers; PAPER for Recyclable Materials that are composed of fibers (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.

Contractor shall clean Carts at a frequency sufficient to maintain them in a clean and attractive condition.

Contractor shall offer cleaning service (or clean Container exchange) to Residential Customers requesting such service, and shall charge Customers for such cleaning (or Container exchange) at the City-approved Rate for such service. Commercial Customers shall receive up to two (2) cleanings per calendar year for Food Scraps Carts at no additional cost. Contractor shall provide up to two thousand (2,000) total cleanings per Fiscal Year at no addition to Contractor's Compensation.

Within five (5) Working Days of Contractor's observation or of City Contract Manager direction, Contractor shall remove graffiti from its Containers, unless that graffiti contains obscene words or pictures, in which event Contractor shall remove it within forty-eight (48) hours (weekends excepted). If requested by City Contract Manager, Contractor shall provide the City Contract

Manager with written notice of graffiti, including a description thereof within two (2) Working Days after Contractor discovers it.

Upon request from the City Contract Manager, Contractor shall provide the City with a list of Containers and the date each Container was painted and maintained.

The City Contract Manager's ability to require Container cleaning, painting or maintenance in no way alleviates Contractor of its sole responsibility for always ensuring high-quality Container appearance.

5.7 PERSONNEL

A. **General.** Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one (1) qualified employee as City's primary point of contact with Contractor who is principally responsible for Collection operations and resolution of service requests and Complaints. Such individual shall be empowered to negotiate on behalf of and bind Contractor with respect to any changes in scope, dispute resolution, compensation adjustments, and service-related matters which may arise during the Term of this Agreement.

B. **Route Supervision.** Contractor understands and acknowledges that route supervision is the primary operations link between Contractor's drivers, and Contractor and City CSR's, and that strong, consistent, and proactive route supervision plays a crucial role in provision of high-quality Collection service and Customer service, and in successful SB 1383 compliance.

Contractor shall designate at least two (2) qualified full-time employees as route supervisors. Route supervisors shall spend a minimum of fifty percent (50%) of their time in the field checking on all aspects of Collection operations, including responding to Customer requests, inquiries, and Complaints, and to City inquiries. Contractor shall ensure route supervisors respond to City phone and electronic communications, regardless of media, within sixty (60) minutes from when the message was sent. Upon City request, Route supervisors shall be available to meet City staff at Customer Premises to provide guidance and assistance on Collection services, including, but not limited to, right sizing service for Customers. Route supervisors shall attend monthly Franchise Roundtable Meetings.

C. **Driver Qualifications**. Contractor shall ensure that all drivers are trained and qualified in the operation of Solid Waste Collection vehicles and have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. Contractor shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to annually monitor its drivers for safety.

D. **Uniforms**. Contractor shall require its drivers, and all other employees who encounter the public to wear clean, standardized uniforms bearing Contractor's name and an identification badge or other means of identifying the employee, all as approved by City.

E. **No Gratuities**. Contractor shall not permit its employees to demand, solicit or accept, directly or indirectly, any additional compensation or gratuity from members of the public for the Collection of Solid Waste under this Agreement.

F. **Safety Training**. Contractor shall provide operational and safety training to all of its employees who utilize or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly involved in Collection. Such training shall, at a minimum conform with generally accepted industry practices for such training. Contractor shall train its employees involved in Solid Waste Collection to identify, and not to Collect, Excluded Waste. Contractor shall within sixty (60) days of the Commencement Date provide City Contract Manager its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings. Contractor shall provide comprehensive safety training to its employees described in this subsection no less than quarterly and shall provide shorter, targeted safety trainings no less than monthly, or at a frequency determined by City. As provided in Exhibit D, Contractor shall document in its quarterly reports its conduct of safety trainings during the previous quarter, and document any changes in contact information or safety training frequency. Contractor shall provide the most recent version of its safety policy and safety training program with its annual report, as provided in Exhibit D. Contract Manager or designee may attend training to observe and audit quality and content of training.

G. **Employee Conduct and Courtesy Training.** Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall regularly train its employees (including Collection vehicle drivers, Route supervisors, and Customer service representatives) in Customer courtesy, including interaction with the public, prohibit the use of loud or profane language, and instruct Collection crews to perform Collection work as quietly as possible. Contractor shall provide comprehensive employee conduct and courtesy training to its employees described in this subsection no less than annually and shall provide shorter, targeted employee conduct and Customer service trainings quarterly, or at a frequency determined by City. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures, including transfer, discipline or termination. If City has notified Contractor of a Complaint related to discourteous behavior, upon request of City, Contractor shall reassign the employee to duties not entailing contact with the public while Contractor is pursuing its investigation or disciplinary process.

H. **Employee Service and Agreement Training.** Contractor shall develop a training program to ensure that all staff, including Customer service representatives, Collection drivers, Route supervisors, and supervisory staff have a full understanding of the services provided under this Agreement, and of other Agreement requirements and provision as necessary to successfully fulfill their individual responsibilities. Contractor shall provide comprehensive employee service and Agreement training to its employees described in this subsection no less than annually and shall provide shorter, targeted employee service and Agreement trainings quarterly, or at a frequency determined by City.

Up to twice per year at City direction and prior to launch of new programs, Contractor's Customer service representatives and City's Customer service representatives shall conduct joint Customer service trainings.

I. **Driver and Route Supervisor Training.** In addition to the training requirements described in subsections F, G and H, Contractor shall provide training to its Collection vehicle drivers, including relief Collection vehicle drivers, and Route supervisors in Collection routing and proactive Container maintenance resolution.

Contractor shall train its Collection vehicle drivers and Route supervisors on Contractor's standard

route stop sequence for each Route that conforms to Contractor's routing guidelines established in accordance with Section 5.5. Contractor shall require all Collection vehicle drivers, including relief Collection vehicle drivers, to follow that sequence.

Contractor shall train its Collection vehicle drivers and Route supervisors on proactively identifying Containers that require maintenance, including repainting, cleaning, or repair. Such training shall include a process for how Collection vehicle drivers and Route supervisors can create and submit work orders for Containers, including Carts and Bins, which are in need of maintenance.

Contractor shall revise and/or develop a driver litter abatement training program for City Contract Manager review and approval. The program shall, at a minimum, address the following best management practices for litter abatement:

1. Closing Container lids and right sizing service: Contractor staff will close each Container lid following Collection. Contractor staff will tag overfull Containers with Courtesy Notices, which will serve as outreach and education to the Customer. Photos of the Container will be taken by drivers, attached to the Customer's account, and will be available to outreach and Customer service staff in order to demonstrate to the Customer where a problem exists.

2. Use tags to provide outreach to Customer on 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.

3. Driver training on litter reduction techniques and litter removal best management practices.

4. Affixing signage to the back of Contractor trucks which provides a phone number for residents to report material spills. The litter abatement education plan shall be reviewed and approved by City prior to use by Contractor.

Contractor shall provide comprehensive driver and Route supervisor training to its employees described in this subsection no less than annually and shall provide ongoing targeted driver and Route supervisor trainings monthly, or at a frequency determined by City.

J. **Training Materials and Documentation.** Training materials shall be tailored for each employee 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 Contractor's employees knowingly Collect Excluded Waste or remove unsafe or poorly containerized Excluded Waste from a Collection Container.

If Excluded Waste is found in a Collection Container or Collection area that could possibly result in imminent danger to people or property, the Contractor shall immediately notify the Department of Public Safety.

C. **Response to Excluded Waste Identified at Processing or Disposal Facility.** Materials Collected by Contractor will be delivered to the Approved Facility(ies) for purposes of Processing or Disposal. In the event that load checkers and/or equipment operators at the Approved Facility identify Excluded Waste in the loads delivered by Contractor, such personnel shall remove these materials for storage in approved, on-site, Excluded Waste storage Container(s). Contractor shall arrange to remove the Excluded Wastes at its cost in accordance with Applicable Laws and regulatory requirements. The Contractor may at its sole expense attempt to identify and recover the cost of Disposal from the Generator. If the Generator can be successfully identified, the cost of this effort, as well as the cost

of Disposal shall be chargeable to the Generator. Within one (1) Working Day of Generator being successfully identified, Contractor's Customer service representative shall contact the Generator and provide information about the public health hazards and subsequent fines associated with Disposal of Excluded Waste.

5.9 CONTRACT MANAGEMENT

City has designated staff, the City Contract Manager, to be responsible for the monitoring and administration of this Agreement. Contractor shall designate an employee to serve as Contractor's Contract Manager(s), to be responsible for working closely with the City Contractor Manager in the monitoring and administration of this Agreement. It is City assumption that Contractor's General Manager will continue to fulfill this role. The Contractor's Contract Manager shall not be involved in the management, operations, administration, marketing, or other activities of Contractor other than under this Agreement.

The Contractor's Contract Manager shall meet and confer with the City Contract Manager to resolve differences of interpretation and implement and execute the requirements of this Agreement in an efficient, effective, manner that is consistent with the stated objectives of this Agreement. Contractor's Contract Manager shall respond to City requests to meet and confer within three (3) Working Days.

City Contract Manager may at times designate other agents of City to work with Contractor on specific matters. In such cases, those individuals should be considered designates of the City Contract Manager for those matters to which they have been engaged. Such designates shall be afforded all of the rights and access granted thereto. In the event of a dispute between the City Contract Manager's designate and Contractor, the City Contract Manager's determination shall be conclusive.

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, the City Contract Manager's determination shall be conclusive except where such determination results in a material impact to the Contractor's revenue and/or cost of operations. In the event a dispute between the City Contract Manager and the Contractor results in such material impact to the Contractor, the provisions of Section 10.9 shall apply. For the purposes of this section, "material impact" is an amount equal to or greater than fifty 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. The following includes, but is not limited to measures that can better capture whether sufficient or necessary progress is occurring in implementing SB 1383, and whether it is prudent for the City to shift to a "performance-based" approach to SB 1383 compliance:

A. <u>Increasing Participation</u> - Increasing the percentages of Residential Customers and of Commercial Customers, and the percentage of total Customers receiving Organics Collection service, up to a ceiling of 90% each for Single Family, Multi-Family, Commercial Customers;

B. <u>Increasing Capture Rate</u> - Increasing the average pounds Collected per cubic yard of subscribed Organics Materials capacity by Multi-Family Customers and Commercial Customers; and,

C. <u>Decreasing Contamination</u> - Decreasing the weight of Contamination as a percentage of the weight of total Recyclable Materials and Organic Materials as set-out for Collection, as measured by the waste composition studies.

The Parties will meet and confer no less than annually in conjunction with planning for Contractor submittal of Contractor's Compensation application, to assess overall progress in implementing SB 1383, the use of metrics such as those listed above for measuring specific progress, and whether these or other metrics should be adapted as incentives.

5.13 CITY OWNERSHIP OF VEHICLES, CONTAINERS, AND PROVISION OF ACCOUNT INFORMATION AT END OF TERM

A. **Vehicles.** Upon expiration or early termination of this Agreement, all fully depreciated Vehicles purchased prior to or during the Term of the Agreement and remaining in service shall, at the City's option and at no cost to the City, become property of the City. All Vehicles purchased during the Term of this Agreement that have not been fully depreciated shall be purchased by the City at a cost equal to the then remaining depreciation to be claimed. Depreciation for purposes of this Section 5.13 will be calculated as used for determining Contractor's Payments under this Agreement or the Prior Agreement.

B. **Containers.** Upon expiration or early termination of the Agreement, all Containers purchased prior to or during the Term of this Agreement, and remaining in service at Customer Premises shall become property of the City at no cost to the City if such Containers have been fully depreciated. All Containers purchased and put into service at Customer Premises during the Term of this Agreement, and Containers in inventory, that have not been fully depreciated may be purchased by the City, at the City's option, at a cost equal to the then remaining depreciation to be claimed. All Containers purchased by City and in service shall remain at the applicable Customer Premises. Any Containers not purchased by City shall be removed from Customer Premises and disposed of by Contractor in accordance with Applicable Law.

C. **Fueling Station**. Upon expiration or early termination of this Agreement, should either occur prior to June 30, 2037, the City shall pay Contractor for any remaining depreciation related to City-approved Contractor's Compensation for Contract Year 1 (Fiscal Year 2021-22) for upgrade of the fueling station as provided in Exhibit G2 Cost Basis for Proposal.

D. **New Vehicle and Container Purchases.** Contractor and City shall work cooperatively to minimize the purchase price of Vehicles and Containers required to be purchased by the City upon expiration 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 end of the record retention period) in an organized and indexed manner rather than destroying or Disposing of them.

6.2 REPORT SUBMITTAL REQUIREMENTS

Contractor shall submit monthly reports within twenty (20) calendar days after the end of the previous month, quarterly reports within twenty (20) calendar days after the end of the calendar quarter. Contractor shall submit annual reports no later than forty-five (45) calendar days after the end of each calendar year. Monthly, quarterly, and annual reports shall, at a minimum, include all data and information as described in Exhibit D. Contractor shall submit all reports to the City Contract Manager electronically via e-mail using software acceptable to the City.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by the City Contract Manager, in their sole discretion. City Contract Manager may, from time to time during the Term, review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests.

City reserves the right to require Contractor to provide additional reports or documents as City Contract Manager reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law.

6.3 PERFORMANCE REVIEW AND AUDIT

A. **City Reviews and Audits.** The City may conduct, and Contractor shall cooperate with, performance reviews and/or detailed financial audits at any point during the Term of this Agreement to verify Contractor has fulfilled its financial and operational obligations under this Agreement. The purpose of such review and audit shall be, without limitation, to review Complaints, billings, and fee payments to City, and to determine if Contractor has met the performance standards described in this Agreement (including, without limitation, performance standards established in Exhibit F). City may choose to enlist professional service providers to perform such reviews and audits. Contractor may not influence or control the City's selection of professional service providers. Contractor shall cooperate with the City and its agents during the review and audit process. If any noncompliance with the Agreement is found, the City may direct the Contractor to correct the inadequacies in accordance with Article 10 of this Agreement.

B. **Contractor Audit of Provided Service.** Contractor will audit City's billings to Generators under Section 4.11, including:

(1) Ensuring that Rates charged accurately match level and frequency of service;

(2) Adjusting Service Levels as needed (for example, too much Solid Waste service, and too little Recycling and/or Organics service, etc.);

(3) Verifying that use of additional Containers is being recorded and reported to City properly;

(4) Identifying any addresses at which Discarded Materials are being placed for Collection without Generator subscribing to service and establishing a Customer account;

(5) Verifying if Rear Yard service is still being provided or needed;

(6) Verifying that push-out service is being provided and all services are coded properly for push-out;

(7) Auditing Recycling services: Multi-Family Carts, Split-Carts, Commercial/Industrial Cardboard Bins; verifying that Container exists at address, being serviced, correcting Container type and number, and verifying Customer-owned Containers by size;

(8) Noting any needed repairs, graffiti, Bins that need cleaning or repainting, and unauthorized Solid Waste Containers; and

(9) Enforcement information, including, but not limited to: compliance with any City-approved service waivers, overflowing Containers, messy enclosures, Hazardous Waste, odor, disease vectors, severely damaged enclosures, etc.

The purpose of the audits is to determine (1) if services and Containers conform to standards and (2) that the amount that City is billing each Generator is correct in terms of the level of service (i.e.,

frequency of Collection, size of Container, location of Container) provided to Generator by Contractor. Contractor will audit 1/6th of the Customer accounts each month and submit to City a written report on that audit by the 15th day of the following month, so that City Contract Manager will receive reports monthly that will cover the entire list of Customers twice each year.

C. **Performance Hearing.** At the City's sole option, with at least thirty (30) calendar days written notification to the Contractor, it may conduct a public hearing at which the Contractor shall be present and shall participate, to review the Contractor's performance and quality of service and provide for evaluation of technological and regulatory changes. Performance and service quality review hearings may be scheduled by the City at its discretion throughout the Term of the Agreement.

ARTICLE 7.
CITY FEES

7.1 FRANCHISE FEE

The Contractor shall pay a Franchise Fee to City each month. Contractor has proposed and City has agreed that the annual amount of the Franchise Fee shall be equal to $ is $2,208,528 for all services performed under this Agreement and shall be paid in equal monthly installments. Contractor and City agree the Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to Contractor under this Agreement, which include, but are not limited to, the use of City streets. The full amount of the Franchise Fee is an operating expense when computing Contractor's Payment, but the Franchise Fee is subtracted from the Projected Annual Cost of Operations to determine profit under Section 8.3.A.5. Accordingly, the Franchise Fee is a cost paid solely by Contractor.

7.2 ADJUSTMENT OF, ADDITION TO FEES

City may establish other fees or adjust the fees established in this Article from time-to-time during the Term of this Agreement and such adjustments shall be included in the adjustment of Contractor Payments as described in Exhibit E. Without limiting the foregoing, the Franchise Fee shall be adjusted annually during the adjustment of the Contractor's Payments to reflect changes in the cost of living as calculated using San Francisco-Oakland-San Jose Consumer Price Index #9240.

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 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 Contract Year Four, the Parties shall meet no later than six months prior to the beginning of the applicable Contract Year to discuss any modifications to the agreed application format.

   For example, in January 2023, Contractor will submit a request covering Contract Year Three (3) that begins on July 1, 2023. This request will be based on the audited financial statement submitted under Section 8.8.F for the preceding Fiscal Year, and organized so as to facilitate the calculations required by this Section, and be accompanied by:

2. Supporting Documentation. Such supporting schedules as deemed necessary by City; and,

   a. A statement signed by the President or Vice President, if available (and if neither is available by the Administrative Officer) and the Chief Financial Officer of Contractor that as of the date of submission, the financial information submitted is complete and correct to the best of their knowledge and belief.

3. Components of the Contractor’s Payment. Contractor's Payment for each Fiscal Year consists of:

a. The "Projected Cost of Operations" for each Contract Year calculated as set forth in the following paragraph Section 8.3.A.4, plus

b. Profit calculated as set forth in the next succeeding paragraph (Section 8.3.A.5), plus or minus

c. Variances from prior Fiscal Year Projections as set forth in Section 8.3.B.

4. Projected Cost of Operations. Projected Cost of Operations for each Fiscal Year consists of the sum of:

a. Projected Labor-Related Costs; Projected Vehicle-Related Costs; Projected Other Costs; and

b. Projected Net Interest Expense and Depreciation Expense

Each of these projected costs and expenses is corroborated, adjusted and escalated/projected as provided in Exhibit E.

5. Profit. Profit for each Fiscal Year is calculated as follows:

a. The Franchise Fee calculation under Section 7 is subtracted from the Projected Costs of Operations, and the difference is the "Net Cost of Operations".

b. Profit for each Fiscal Year equals the quotient of Net Cost of Operations divided by 92.25%, less the Net Cost of Operations. That is,

Profit = (Net Cost of Operations /0.9225) minus Net Cost of Operations

B. **Variances from Prior Fiscal Year Projections**. Variances from Prior Contract Year Projections are determined as follows:

1. Contractor will retain any income from actual costs during any Fiscal Year being less than those projected for that year when establishing Contractor's Payment for that year, except with respect to reconciliation of the following costs:

a. Actual / projected capitalized maintenance costs as described in Exhibit E, and

b. Actual costs of interest, depreciation, and insurance described in Exhibit E ("Reconciliation plus Projection of Net Interest, Depreciation, and Insurance Expense").

2. Similarly, except for the preceding two items, Contractor will not be compensated for actual costs during any Fiscal Year being greater than those projected for that Fiscal Year when establishing Contractor's Payment for that Fiscal Year. In addition, except for those preceding two items, calculations of Contractor's Payments for future Fiscal Years will not attempt to adjust for past variances of actual costs from those that had been projected. However, City may reduce Contractor's Payments to recoup prior overpayments due to subsequently discovered fraud or misrepresentation in financial data submitted by Contractor to City.

C. **Documentation of Results and Effective Date**.

1. **Documentation of Results.** The City wishes to ensure consistent application of the process for determination of the Contractor's Payment as described in this Section 8.3, while allowing flexibility to address specific issues over time in a manner that is understood and agreed to by the Parties. Upon completion of the process for determining the Contractor's Payment for each Contract Year, the City Contract Manager shall develop a "Final Memo" summarizing the results for that Contract Year, identifying key features of that Contract Year's process, and noting any specific ways in which the process added to, elaborated on, deleted from, or otherwise modified the specific provisions of Article 8, Exhibit E, or other provisions of the Agreement. Contractor shall have the opportunity to participate in developing, and to review and comment on the draft of each Final Memo. The City Contract Manager and the Contractor's Chief Financial Officer shall be signatories to the Final Memo. Each Contract Year's determination of Contractor's Payment shall address applicable content from all previous Contract Years' Final Memos.

2. **Effective Date.** 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.

D. **Determination of Contractor's Payment for Fiscal Year Beginning on July 1, 2022.** Contractor's Payment for Fiscal Year beginning on July 1, 2022 will use the Contract Year Two (2) compensation projections shown in Exhibit G2 Cost Basis for Proposal as the default, with necessary adjustments as described in this Section 8.3.D. Except as otherwise noted, all adjustments shall be prospective based on best estimates of costs for Contract Year Two (2). The process shall include the following:

1. The Parties shall meet no later than November 1, 2021 to discuss the content of Contractor's pending application. Key elements will include:

   Review of best Contractor and City estimates for SB 1383 implementation activity during Contract Year Two (2), with reference to the projections shown in Exhibit G2 Cost Basis for Proposal and the route, account, customer participation, and Tonnage assumptions contained in Exhibit G6 SB 1383 Implementation Assumptions.

   The Parties shall also discuss, as applicable, the degree to which Contractor has incurred additional costs during Contract Year One (1) for implementation of Multi-Family Food Scraps and/or Yard Trimmings services as provided in Exhibit B2 Multi-Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection, respectively, and the extent to which they will be reimbursed in Contract Year Two (2) rather than in as part of the prior year variance analysis during Contract Year Three (3).

   The City Contract Manager shall document the results of this discussion in a memo with review and comment by Contractor.

2. Contractor shall submit a Contractor's Payment application no later than January 31, 2022, documenting any specific proposed changes to the Contract Year Two (2) compensation

projection based on the memo described in Section 8.3.D.1 and deducting any amounts for SB 1383-related expenses for which Contractor previously had been compensated as provided in Section 4.8, as adjusted for actual change in CPI as provided in Exhibit E. The application shall include "supporting documentation" as provided in Section 8.3.A.2.

3. The City Contract Manager shall facilitate City review and staff approval of the application. The City Contract Manager shall prepare a Final Memo as provided in Section 8.3.C.1 documenting all adjustments, including the degree to which City is compensating Contractor in Contract Year Two (2) rather than in Contract Year (3) as provided in Section 8.3.B, for Contract Year One (1) costs incurred in addition to those projected for implementation of Multi-Family Food Scraps and/or Yard Trimmings services, as provided in Exhibit B2 Multi-Family Residential Services, Parts 2 Food Scraps Collection and 3. Yard Trimmings Collection.

4. The City Council will review and finalize approval of Contractor's Payment for Contract Year Two (2).

8.4 TIME OF PAYMENT

City will pay Contractor's Payment determined under Section 8.3, reduced by the offsets under Section 8.5, (and adjusted, if appropriate, under Section 8.6) in monthly installments on the 25th day of each month, for service rendered the preceding month.

8.5 OFFSETS TO CONTRACTOR'S PAYMENT

Contractor's Payment made each month is reduced by the sum of the following:

A. 1/12th of the Franchise Fee due to City under Section 7.1.

B. The billings issued and cash received for services provided by Contractor under Section 4.11.B and billed directly by Contractor during the preceding month.

C. Liquidated Damages, if any, due under Section 10.6 for failure to achieve the performance standards during the preceding month.

8.6 ADJUSTMENTS FOR CHANGES IN SCOPE OF WORK

In the event of a City-Directed Change in Scope under Section 3.5, and either Party believes that the change will increase or decrease the costs of providing service, the Party that believes Contractor's Payment should be adjusted will within 30 calendar days submit to the other Party a proposed adjustment and the Parties will thereafter -meet and discuss the matter. Contractor will promptly provide all relevant schedules, supporting documentation and other financial information requested by City to evaluate the necessity for an adjustment and the amount thereof. City's Director of Environmental Services will participate in key meetings regarding those adjustments.

Pursuant to a recommendation from the Director of Environmental Services, within 90 days of the submission of the Proposed Adjustment, City will determine the amount of the adjustment, if any, and will thereafter adjust Contractor's Payment accordingly. Any adjustments are effective as of the date the change in service is implemented.

If Contractor is dissatisfied with the recommendation of the Director of Environmental Services it may appeal that decision to City Manager. If an appeal is to be taken, Contractor will promptly (and in any case within 15 days of its receipt of the Director of Environmental Services decision) submit a full written statement of the following:

A. Each item with which it disagrees;

B. The reasons for its disagreement;

C. The amount which it believes Contractor's Payment should be adjusted for each of those items.

Contractor will submit copies of all financial and operational data on which it relies. The City Manager will meet with Contractor to review the appeal and will issue his or her decision (increasing or decreasing the amount of the recommended adjustments) within 30 days after receipt of Contractor's complete appeal.

If Contractor is dissatisfied with the City Manager's decision, it may appeal that decision to the City Council. If an appeal is to be taken, Contractor will promptly (and in any case within 15 days of its receipt of the City Manager's decision) submit to the City Clerk (with a copy to the City Manager and the City Attorney) a full written statement in the same form as prescribed above. The City Council will consider 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.

F. **Delivery of Financial Statements, Other Documents, and Auditor's Report**. Within 120 days after the close of each Fiscal Year (i.e., by October 28) Contractor will deliver to City Contract Manager its audited financial statements for the preceding Fiscal Year electronically, or in such other form as is approved by the City Contract Manager, together with such other documents as may be required by City which show in detail the financial condition of Contractor and the results of its operations under this Agreement. Financial statements may be provided in a consolidated form for the two (2) entities that constitute Bay Counties Waste Services, Inc., i.e., Bay Counties Waste Services, Inc. dba Specialty Solid Waste and Recycling, and Thomas Road Venture Group, LLC, as long as all financial statements are accompanied by supplemental statements that provide sufficient detail for the City to fully understand the financial condition of each of the individual entities, and separately including each division of Specialty providing Collection services under this Agreement, operating the SMaRT Station under contract to the City, and or providing any other service to the City or to other parties. The City reserves the right to require provision of separate statements for each of the two entities, and of any new entity, or division of an entity should there be any substantive change in Contractor's legal organization or financial structure. The consolidated and supplemental statements must have been examined by an independent certified public accountant and be accompanied by the accountant's report containing (1) the accountant's representation that it has examined Contractor's financial statements in accordance with Generally Accepted Auditing Standards and (2) the accountant's unqualified opinion that such statements have been prepared in accordance with Generally Accepted Accounting Principles consistently applied and fairly reflect the results of operations and Contractor's financial condition.

At the same time that Contractor delivers its accountant's representation and opinion, Contractor will also deliver:

1. Audited consolidated financial statements of Contractor's ultimate parent Company (if any) for such Fiscal Year, together with the related opinion of the independent certified public accountant that examined those financial statements.

2. A statement disclosing whether any of Contractor's Affiliates have performed any services under this Agreement as Subcontractors, in which case City may require disclosure of the financial statements of such Affiliates.

G. **Affiliates**. Contractor will maintain its accounting records on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. Contractor must not combine, consolidate or in any other way incorporate its costs and revenues associated with providing service to City with costs and revenues associated with other operations conducted by Contractor in other locations.

Whether or not there are contractual or extra-contractual relationships between Contractor and Affiliates, if Contractor is owned or controlled by another corporation, then the financial reports and auditor's opinions required of such Contractor are also required of such "parent company" which constitutes an "Affiliate" for purposes of this Section.

H. **Affiliates and Indirect Ownership Interest.** For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal 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.

B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such environmental Contamination. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain City's approval following the notice procedures defined in Section 12.10 of any proposed investigatory or remedial action. Should Contractor fail at any time to promptly take such action, City may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse City for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Contractor's duties under this subsection shall not extend to any claims arising from the Disposal of Solid Waste at the Disposal Facility, including, but not limited to, claims arising under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) unless such claim is a direct result of Contractor's negligence or willful misconduct.

C. **Environmental Indemnity**. Contractor shall defend, indemnify, and hold City harmless against and from any and all Claims attributable to the negligence or willful misconduct of Contractor in handling Excluded Waste.

D. **Related to AB 939, AB 341, AB 1826, and SB 1383.** Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the Contractor with respect to the waste stream Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement; or (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports to regulators in a timely manner.

Notwithstanding any other provision in this Agreement, Contractor's obligations in Subsection C shall be subject to the provisions of Section 40059.1 of the Public Resources Code.

E. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (commonly known as "Proposition 218"), which impacts the Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with City to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement. Any adjustment of Rates is contingent on City's use of such Proposition 218 process as deemed necessary or advisable by the City.

If, at any time, the existing Rates or a Rate adjustment determined to be appropriate by both City and Contractor to compensate Contractor for increases in costs as described in this Agreement cannot be implemented for any reason, Contractor shall be granted the option to negotiate with City, in good faith, a reduction of services equal to the value of the Rate adjustment that cannot 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 XIIIC or XIIID, 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.

5. Cyber Liability. Contractor will maintain cyber liability insurance with a combined single limit of not less than $1 million per event. Contractor’s cyber policy must include language related to Contractor data breach. Contractor shall verify by providing City Contract Manager a copy of the Declarations Page for the policy for City review prior to the Commencement Date.

   The insurance required by this subsection includes:

   a. Premises Operations;

   b. Independent Contractor's Protective;

   c. Products and Completed Operations;

   d. Personal Injury Liability with Employment Exclusion deleted;

   e. Broad Form Blanket Contractual, including Contractor's Obligation under Section 9.1;

   f. Automobile Liability that includes Owned, Non-Owned, and Hired Motor Vehicles;

   g. Broad Form Property Damage, including Completed Operations.

6. Physical Damage. Contractor will maintain comprehensive (fire, theft and collision) physical damage insurance covering the vehicles and equipment used in providing service to City under this Agreement, with a deductible or self-insured retention not greater than $1,000.

The insurance policies required by this Section must be issued by an insurance company or companies authorized to do business in the State of California with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger and a rating classification of A or

better, except that Workers' Compensation insurance must be provided by a carrier with a size category of VIII or larger.

B. **Required Endorsements**

1. The Workers' Compensation policy must contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Contract Manager
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086"

2. The Public Liability policy must contain endorsements in substantially the following form:

a. "Thirty (30) days prior written notice shall be given to the City of Sunnyvale in the event of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall be sent to:

City Contract Manager
City of Sunnyvale
456 W. Olive Avenue
Sunnyvale, CA 94086"

b. "The City of Sunnyvale, its officers, employees, agents and volunteers are named additional insureds on this policy."

c. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of Sunnyvale, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

d. "Inclusion of the City of Sunnyvale as an insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. This policy shall protect Contractor and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the insurance company's liability as set forth in the policy beyond the amount shown or to which the insurance company would have been liable if only one Party had been named as an insured."

C. **Delivery of Proof of Coverage**. Contractor will furnish the City with certificates of insurance and additional insured endorsements for all insurance coverage required hereunder, in form and substance satisfactory to City. Certificates must show the type and amount of coverage, effective dates and dates of expiration of policies and have all required endorsements. If City requests,

Contractor will promptly deliver to City Contract Manager copies of each policy, together with all endorsements.

Contractor will furnish, in a manner approved by the City's Risk Manager renewal certificates of insurance and additional insured endorsements periodically and at least annually to the City's Contract Manager to demonstrate maintenance of the required coverage throughout the Term.

D. **Other Insurance Requirements**

1. If Contractor delegates any services to a Subcontractor that is an Affiliate, Contractor shall require and verify that each such Subcontractor purchases and maintains coverage for indemnity and insurance requirements as least as broad as specific in this Agreement to the extent they apply to the scope of the Subcontractor's work, including the same Certificate of Insurance requirements naming as additional insureds all Parties to this Agreement. Contractor shall include the following language in their agreement with Subcontractors that are Affiliates: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Franchise Agreement and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the Owner Contract Document Indemnity and insurance provisions will be furnished to the Subcontractor upon request." Contractor shall provide proof of such Compliance and verification to the City's Contract Manager or Risk Manager upon request.

2. Contractor will comply with all requirements of the insurers issuing policies. Carrying insurance does not relieve Contractor from any obligation under this Agreement. If any claim is made by any third person against Contractor or any Subcontractor on account of any occurrence, related to this Agreement, Contractor will promptly report the facts in writing to the insurance carrier and to City's Risk Manager.

   If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due Contractor.

   The Public Liability insurance required by Section 9.2.A.2 must be written on an "occurrence," rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable, Contractor must arrange for "tail coverage" to protect City from claims filed after the expiration or termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

9.3 PERFORMANCE BOND

Within seven (7) calendar days of the City's notification to Contractor that the City has executed this Agreement, Contractor shall file with the City Contract Manager a bond, payable to the City, securing the Contractor's performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be $3,000,000 and shall be annually adjusted by the CPI as provided in Exhibit E. The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key Rating Guide,

and that has a record of service and financial condition satisfactory to the City. The bond shall be in the form attached as Exhibit M.

In lieu of a performance bond, City and Contractor may agree that Contractor will provide for the issuance of an irrevocable stand by letter of credit (the "Letter of Credit") by a bank approved by City in its sole discretion (the "Bank") for the benefit of City. Under the Letter of Credit, City may draw, in one or more drawings, an aggregate amount up to $2 million (the "Stated Amount") upon the occurrence of (1) an Event of Default defined in Section 10.1, (2) Contractor's failure to timely pay any moneys due City, (3) Contractor's inability to regularly pay its bills as they become due, or (4) Contractor's failure to timely pay any Approved Facility for Recyclable Materials or Organics Processing or Disposal services if or as provided under this Agreement, as evidenced to the satisfaction of City. City and Contractor may agree that Contractor will increase the aggregate amount of the Letter of Credit in conjunction with determination of Contractor's Payment in accordance with Section 8.3. Any incremental costs or savings incurred by Contractor to secure the increased aggregate amount will be included in the calculation of Contractor's Payment for the next Rate year. The expiration date of the Letter of Credit must be no less than the Term of this Agreement provided in Section 2.1 (the "Stated Expiration Date"), unless it provides that it will not be terminated, modified or not renewed except after prior written notice by certified mail, return receipt requested, to City 60 days in advance or termination or failure to renew. The Letter of Credit may expire on the date on which the Bank receives a certificate from City saying that the Term has expired or this 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.

I. **False, Misleading, or Inaccurate Statements.** Any representation or disclosure made to the City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement; and any Contractor-provided report containing a misstatement, misrepresentation, data manipulation, or an omission of fact or content explicitly defined by the Agreement, excepting non-numerical typographical and grammatical errors.

J**.** **Seizure or Attachment.** There is a seizure of, attachment of, or levy on, some or all of Contractor's operating equipment, including, without limitation, its equipment, maintenance or office facilities, Approved Facility(ies), or any part thereof.

K. **Suspension or Termination of Service.** There is any termination or suspension of the transaction of business by Contractor related to this Agreement, including, without limitation, due to labor unrest, including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action lasting more than two (2) calendar days.

L. **Criminal Activity.** Contractor, its officers, managers, or employees are found guilty of Criminal Activity related directly or indirectly to performance of this Agreement or any other agreement held with the City.

M. **Assignment without Approval.** Contractor transfers or assigns this Agreement without the express written approval of the City pursuant to Section 12.6, and following the notice procedures defined in Section 12.10.

N. **Failure to Provide Proposal or Implement Change in Service.** Contractor fails to provide a proposal for new services or changes to services or fails to implement a change in service as

requested by the City as specified in Section 3.5.

O. **Failure to Complete Implementation Plan.** Contractor fails to complete the tasks identified in Contractor's Implementation Plan as specified in Exhibit G4.

P. **Failure to Perform Any Obligation.** Contractor fails to perform any obligation established under this Agreement.

City shall provide Contractor written notice of default within seven (7) calendar days of the City's first knowledge of the Contractor's default.

10.2 RIGHT TO TERMINATE UPON EVENT OF DEFAULT

Contractor shall be given ten (10) Business Days from written notification by City to cure any default which, in the City Contract Manager's sole opinion, creates a potential public health and safety threat.

Contractor shall be given ten (10) Business Days from written notification by City to cure any default arising under subsections C, E, F, I, J, and K in Section 10.1 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.

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 family" shall mean the parents, children, spouses, and siblings, excluding brothers-in-law and sisters-in-law of any shareholder that is a natural person.

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on: (i) Contractor's experience, skill, and reputation for conducting its Recyclable Materials, Organic Materials, and Solid Waste management operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good waste management practices; and (ii) Contractor's financial resources on a local, regional, and/or corporate level to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

If Contractor requests City's consideration of and consent to an assignment, City may deny or approve such request in its sole and complete discretion. No request by Contractor for consent to an assignment need be considered by City unless and until Contractor has met the following requirements. City may, in its sole discretion, waive one (1) or more of these requirements.

A. On the date City approves in writing Contractor's written request for City's consent to an assignment, Contractor shall pay City a transfer fee in the amount of one (1) percent of the Gross Receipts for the most-recently completed Contract Year.

B. Contractor shall pay City its actual expenses for attorneys, consultants, accountants, staff time, and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment. Such payment shall be required regardless of the ultimate determination of the City with regard to the approval or denial of the assignment. Upon submittal of Contractor's request for assignment to City, Contractor shall submit an initial deposit of one hundred thousand dollars ($100,000) for this purpose.

C. Contractor shall furnish City with reviewed financial statements of the proposed assignee's

operations for the immediately preceding three (3) operating years.

D. Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Recyclable Materials, Organic Materials, and Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any Federal, State or local contractor having jurisdiction over its waste management operations due to any significant failure to comply with State, Federal or local waste management laws and that the assignee has provided the City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its operations and management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection and Transportation of Recyclable Materials, Organic Materials, Construction and Demolition Debris (C&D), and Solid Waste including Hazardous Waste; and (v) that any other information required by City demonstrates that the proposed assignee can fulfill the terms of this Agreement in a timely, safe 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 of 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

with a copy to:

City Attorney
City of Sunnyvale
456 West Olive Avenue
Sunnyvale, California 94086

If to Contractor:

Bay Counties Waste. Services, Inc.
3355 Thomas Road
Santa Clara, CA 95054
Attention: President

with a copy to:

David Cohen, Esq.
Cohen & Ostler
455 N. Whisman Road, Suite 100
Mountain View, CA 94043

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section. Notice shall be deemed given on the day it is personally delivered or, if mailed, three (3) calendar days from the date it is deposited in the mail. Either Party may choose to provide email notification to the other Party that notice has been deposited in the mail, however such email notification shall not constitute official notice.

12.11 REPRESENTATIVES OF THE PARTIES

References in this Agreement to the "City" shall mean the City's elected body and all actions to be taken by City except as provided below. The City may delegate, in writing, authority to the City Manager and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind the Contractor. City may rely upon action taken by such designated representative as actions of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to City.

ARTICLE 13.
MISCELLANEOUS AGREEMENTS

13.1 ENTIRE AGREEMENT

This Agreement is the entire agreement between the Parties with respect to the subject matter hereof 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, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, age, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status).

13.9 EXHIBITS

Each of the Exhibits identified as Exhibit “A” through “M” is attached hereto and incorporated herein and made a part hereof by this reference. In the event of a conflict between the terms of this Agreement and the terms of an Exhibit, the terms of this Agreement shall control. In the event of a conflict between Exhibit G1 and any other Exhibit(s), such other Exhibit(s) shall control.

IN WITNESS WHEREOF, this Agreement is entered into by the Parties hereto in Santa Clara County, California on the day and year first above written.

"CITY"
City of Sunnyvale
A Municipal Corporation

Larry Klein Date
Mayor

APPROVED AS TO FORM:

John A. Nagel Date
City Attorney

ATTEST:

David Carnahan Date
City Clerk

"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

3170

FRANCHISE EXHIBITS

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, Statues 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.

"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.

“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 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 Fifteen (15) from July 1, 2035 through June 30, 2036.

"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 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.

"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 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.

"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 Section1251 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.

"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, 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.

"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, Tyvex 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.

“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.

"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.

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

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

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.

Containers:	Carts
Container Type:	Split Cart
Container Sizes:	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.
Service Frequency:	One (1) time per week on the same day as Yard Trimmings Materials and FoodCycle Collection services.
Service Location:	Curbside
Acceptable Materials:	Dual-Stream Recyclable Materials (using a Split-Container to separate fibers from containers)
Prohibited Materials:	Solid Waste, Organic Materials, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) Recyclable Materials Cart at no additional charge. 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.
Other Requirements:	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. 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. 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.

Containers:	Carts
Container Type:	Split Cart

Container Sizes:	27-, 43- and 64-gallons (or comparable size approved by the City Contract Manager).
Service Frequency:	One (1) time per week on the same day as Recyclable Materials Collection service.
Service Location:	Curbside.
Acceptable Materials:	Food Scraps and Solid Waste placed for Collection in respective sides of Split Cart.
Prohibited Materials:	Food Scraps Cart section: Yard Trimmings, Recyclable Materials, Solid Waste, Excluded Waste Solid Waste Cart section: Recyclable Materials, Organic Materials, Food Scraps, Excluded Waste
Additional Service:	Single-Family Customers shall receive one (1) FoodCycle Collection standard Split Cart. 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 in 30 pounds. 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.
Other Requirements:	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. 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. 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.

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.
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

Container Sizes: Up to two, one-gallon containers

Service Frequency: One (1) time per week on the same day as FoodCycle Collection service.

Service Location: Curbside (adjacent to Recyclable Materials Cart)

Acceptable Materials: Used household cooking oil

Prohibited Materials: Recyclable Materials, Organic Materials, Solid Waste, Excluded Waste

Additional Service: Not applicable

Other Requirements: 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.

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.

Contractor shall keep all used household cooking oil Collected pursuant to this Agreement segregated from Used Motor Oil and other materials.

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.

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.

Containers: Not applicable

Service Level: 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;

Unlimited On-call Collection of Bulky Items at per-item Rates approved by the City

Service Frequency: Up to two (2) appointments per year at no additional charge

Service Location: Curbside.

Acceptable Materials: Reusable Materials, Bulky Items, Recyclable Materials, Yard Trimmings, Solid Waste, and E-Waste.

Prohibited Materials: 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.

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 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

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 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.

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 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.

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 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 contactors 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.

Containers: Carts, Bins

Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.

Container Sizes: 96-gallon (or comparable size Carts approved by the City Contract Manager);
1-and 4-cubic yard Bins; and,
As requested by Customer.

Service Frequency: Up to five (5) 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.

Acceptable Materials: Yard Trimmings

Prohibited Materials: Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste

Additional Service: 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.

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.

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) 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

Service Frequency: 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.

Service Location: Curbside or other Customer-selected or City-designated service location at the Multi-Family Premises

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 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

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.

Containers:	Carts, Bins, Drop Boxes Commercial Customers may provide their own Bins if such Containers are compatible with Contractor Collection equipment and practices.
Container Sizes:	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.
Service Frequency:	Up to five (5) times per week by 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.
Acceptable Materials:	Recyclable Materials, Corrugated Cardboard
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	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.
Other Requirements:	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 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 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 contactors that remove material the off-site.

Containers: Carts, Bins

Commercial Customers may provide their own Bin if such Containers are compatible with Contractor Collection equipment and Collection practices.

Container Sizes: 96-gallon (or comparable size Carts approved by the City Contract Manager);
1-and 4-cubic yard Bins; and,
As requested by Customer.

Service Frequency: Up to five (5) 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.

Acceptable Materials: Yard Trimmings

Prohibited Materials: Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste

Additional Service: 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.

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 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. 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.

EXHIBIT B3
COMMERCIAL, INDUSTRIAL, AND CONSTRUCTION AND DEMOLITION SERVICES

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

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. Contactor 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.

Containers:	Carts, Bins
Container Sizes:	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.
Service Frequency:	One (1) or more times per week depending on location and quantity of Recyclable Materials.
Service Location:	Curbside or other City-designated service location at the City facility Premises
Acceptable Materials:	Dual-Stream Recyclable Materials
Prohibited Materials:	Organic Materials, Solid Waste, Excluded Waste
Additional Service:	Contractor shall allow City Customers to place unlimited flattened Cardboard in dedicated Cardboard Recycling Bin(s).
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 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.

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.

Container Sizes: 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.

Service Frequency: One (1) or more times per week depending on location and quantity of Solid Waste.

Service Location: Curbside or other City-designated service location at the City facility Premises.

Acceptable Materials: Solid Waste

Prohibited Materials: Recyclable Materials, Organic Materials, 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).

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.

Containers: Carts, Bins, Compactors

Container Sizes: 96-gallon (or comparable size Carts approved by the City Contract Manager);
1-, 3-, and 6-cubic yard Bins; and,
As requested by Customer.

Service Frequency: Up to five (5) times per week but not less than one (1) time per week, as requested by City.

Service Location: 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.

Acceptable Materials: Yard Trimmings

Prohibited Materials: Food Scraps, Recyclable Materials, Solid Waste, Excluded Waste

Additional Service: 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.

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 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. Contactor 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

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.

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.

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

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

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

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

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,

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.

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.

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.

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	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. 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. 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. 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.	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. 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.

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.

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.

Description	Purpose	Distribution/Frequency
SB 1383 and Ongoing Technical Assistance: Diversion Opportunity Waste Assessments	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. 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. 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. 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.	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. 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.

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.

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.

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

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).
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.

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 1st and 3rd 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

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:

   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.

(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.

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.

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. Tonnage of C&D delivered to each Approved Facility; and

b. 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.

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

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.

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

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:

Asset	Useful Life
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 shall be divided by the Average Index Value for the same 12-month period of the most recently completed Contract Year.

EXHIBIT E
DETERMINATION OF PROJECTED ACTUAL COSTS OF OPERATIONS

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 andEmployee Health Insurance (quotes, *etc.)*

C. Escalation of Adjusted AllowedVehicle-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"

E. Reconciliation Plus Projection of Net Interest and Depreciation Expense

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 AND PROJECTION EXAMPLES**
- **EXHIBIT E2 – DIRECTORS/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
Total	**$2,696,167.23**	**$2,702,344.20**	**$2,933,634.34**	**$2,806,941.56**	**($235,565.12)**	**($26,900.24)**	**$0.00**	**$2,544,476.20**

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)
Sub Total - Interest Expense	**366,568.51**	**375,995.30**	**153,932.00**
FY 18/19 Interest Reconciliation-Increase (Decrease)			$37,786.80
Net Interest Expense	**$366,568.51**	**$375,995.30**	**191,718.80**

	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
Net Interest Expense	**$366,568.51**	**$375,995.30**	**$191,718.80**

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
Total	**$1,766,587.24**	**$2,193,266.81**	**$2,161,296.36**	**$2,559,393.24**	**$31,970.45**	**$0.00**	**$2,591,363.69**

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
Total	**$289,141.72**	**$259,301.38**	**$482,788.01**	**$390,837.00**	**($223,486.63)**	**$0.00**	**$167,350.40**

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
Total	**$180,940.03**	**$188,035.26**	**$176,023.00**	**$253,905.00**	**$12,012.26**	**$0.00**	**265,917.26**

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
Total	**$224,929.35**	**$220,291.27**	**$208,183.00**	**$262,183.00**	**$12,108.27**	**$0.00**	**$274,291.27**

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 $1,038,957.00 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

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

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

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

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

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

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

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

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

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 BASIS FOR PROPOSAL**
- **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

Specialty 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,

Jerry Nabhan
Chief Operating Officer
Specialty Solid Waste & Recycling

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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[1]. 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-

[1] 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[2].

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.

[2] 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. Specially 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 though 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.

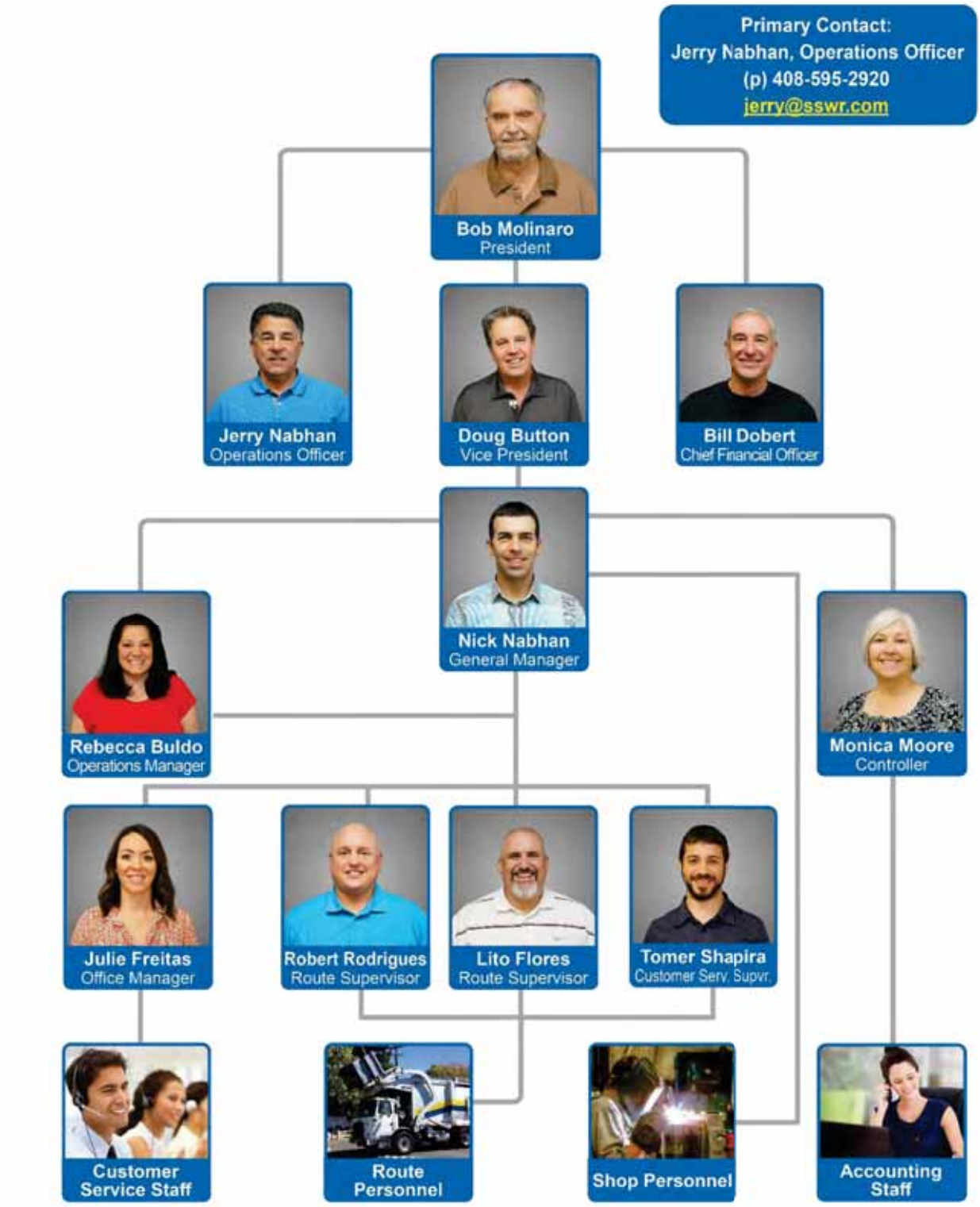
2.4 Community Involvement

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 Rotary Club
- Sunnyvale Community Services
- Dinner at the Dump
- Fit & Fun Fair
- Sunnyvale School Presentations
- Sunnyvale Art & Wine Festival
- Sunnyvale Downtown Association
- Sunnyvale Leadership
- Lakewood Community Holiday Parade
- Implementing Recycling Programs at Schools
- Sunnyvale Community Services
- Tip–a-Cop
- 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

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

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-Haardous 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.
- Maintainers 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.

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:

Other Single-Family Collection Services Summary	
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).

Multi-Family
Curbside Collection Container Summary

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	Uncontainered 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.

Commercial

Collection Container Summary

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.

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.

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

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.

City of Sunnyvale
Collection Container Summary

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[3]. 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

[3] 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[4]. 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.

[4] 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.

City-Wide Diversion
for Expanded Services

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%
Total MFD Diversion	**9,131**	**3.26%**
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%
Total Commercial Diversion	**1,554**	**0.55%**
MFD Bulky Items	640	0.23%
MFD Bulky Reuse	148	0.05%
Total Bulky Item Program Diversion	**788**	**0.28%**
City Yard Trimmings Collection	490	0.18%
Total City Organic Diversion	**490**	**0.18%**
Total Diversion Improvements	**11,963**	**4.27%**

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

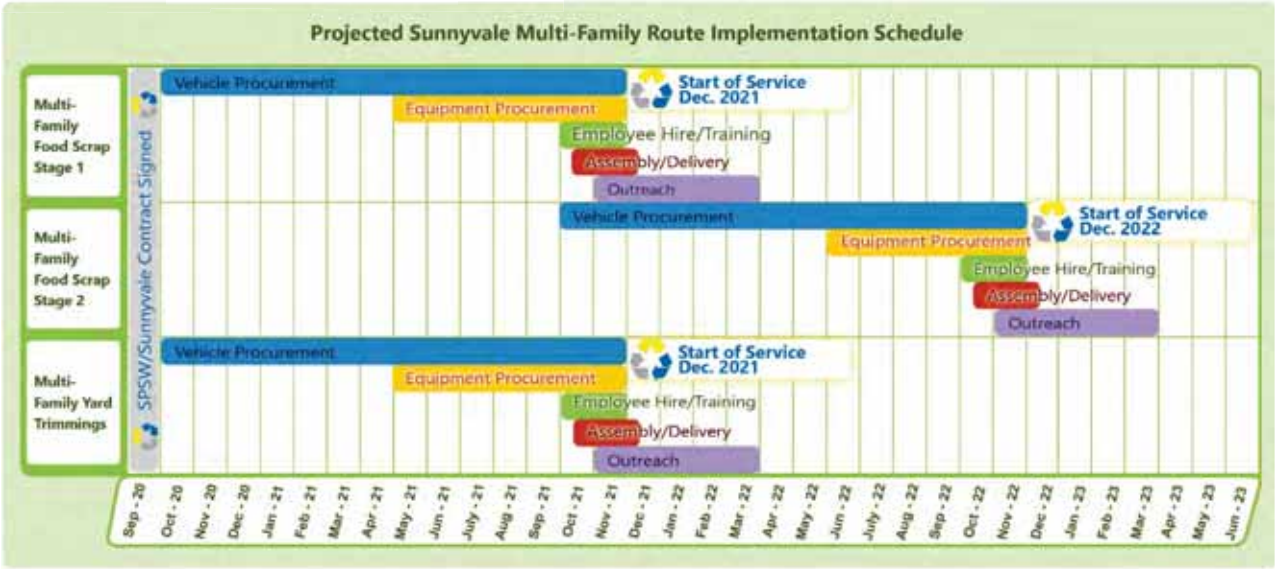
- Commitment to technological innovation
  - ✓ The use of several technology platforms that work together to provide a seamless tracking of information, collection performance, routing efficiency, customer service and data sharing with the City.

- 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.

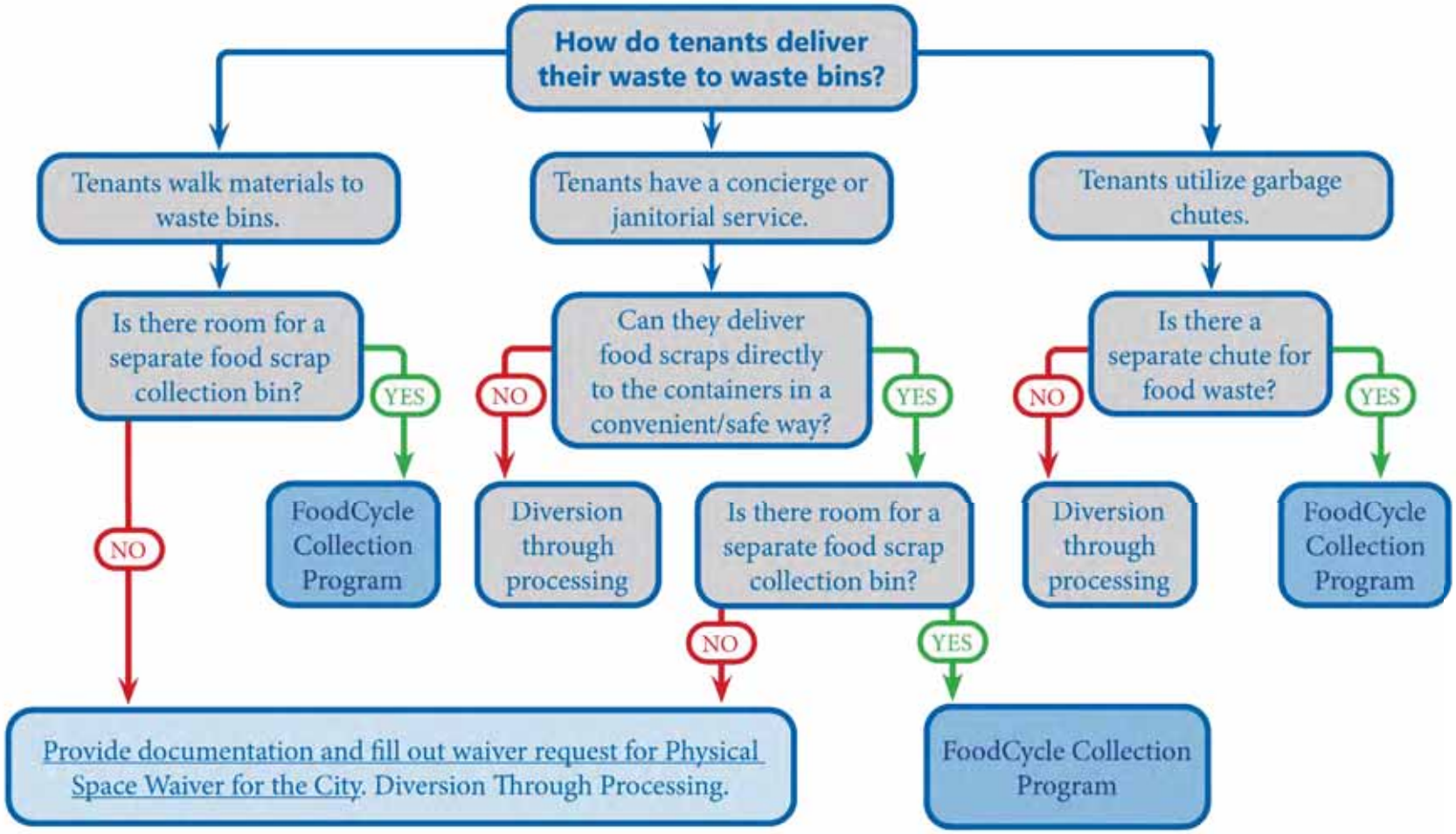
	Small Under 50 Units	Medium 50-100 Units	Large 100+ Units
Complexes	1,007	47	62
Units	7,142	3,403	13,413
Population	19,276	9,185	36,202
Estimated Disposal	12,719	6,060	23,886
Estimated Food Waste in Disposal Stream	2,562	1,113	4,812

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.

De Minimis Tonnage Waiver

APPROVED

Date: _____

To: City of Sunnyvale

Subject: _____

I, _____, representing _____ Specialty Solid Waste _____ declare that the 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, or that the company generates less than two cubic yards per week and produces less than 10 gallons of the divertible waste per week. This document waives the requirement of SB 1383 due to the de minimis tonnage threshold. Our company seeks waivers for both recyclable blue-bin waste and brown-bin waste. Under a de minimis waiver, the unseparated waste would undergo material recovery processing to recover recyclables and organics.

Date: _____

Signature: _____

Specialty Solid Waste seeks to gather 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

MFD Food Scrap
Breakdown by Service Level

	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.

MFD Yard Waste
Breakdown by Service Level

	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[5].

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.

[5] 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.

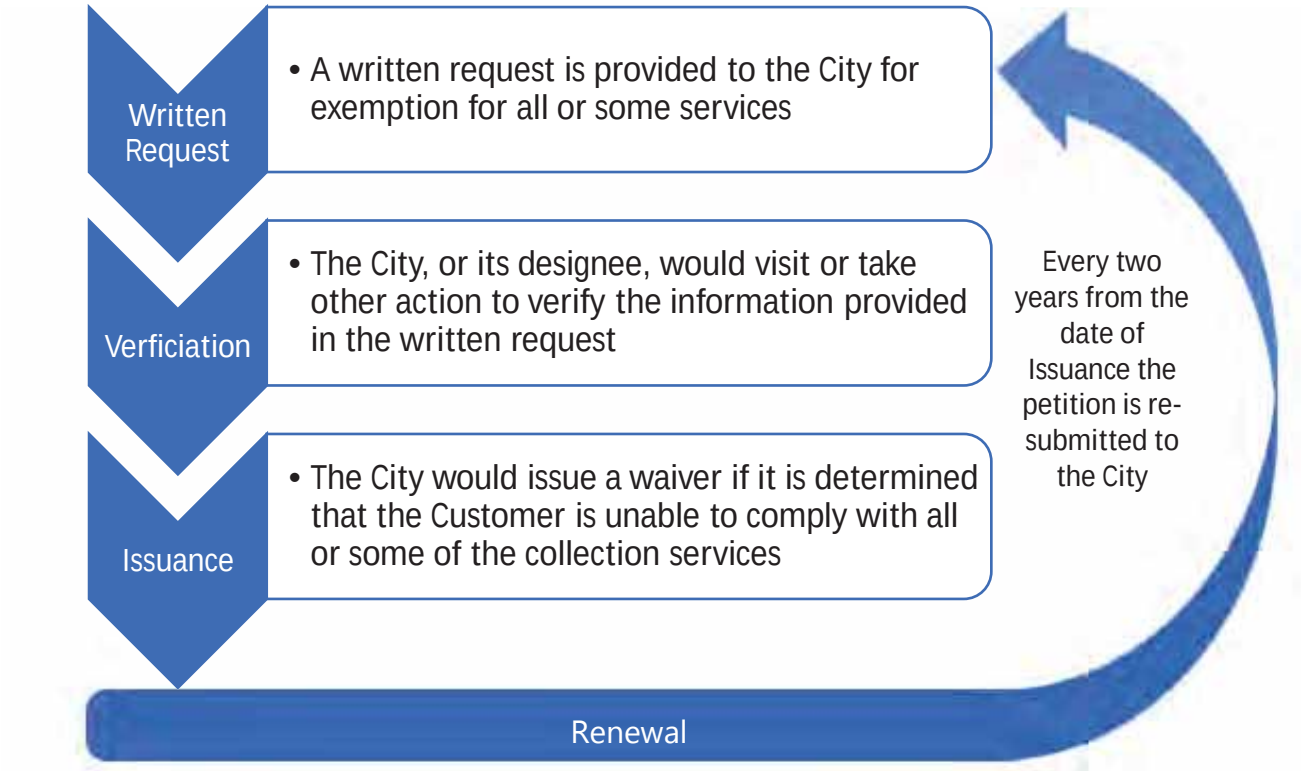
2. **Customer Requested Subscription:** Specialty, the technical assistance provider and/or the City will follow-up on the mailers with each individual complex to query if they require service. For those that utilize landscaping services that remove the yard waste, they will be noted into the customer 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 tippers, 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.

Summary of Equipment and Personnel Requirements

	FoodCycle Collection	Yard Trimming Collection
Front-Load Vehicle[5]	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

[5] 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 contaminates, 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.

	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.

Commercial Generators
Required Number of Businesses for AB 1826 and SB 1383 Compliance

	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.

Commercial Generators
Estimated Food Waste Tons Recovered AB 1826 and SB 1383 Compliance

	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.

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%
Total	**6,099**	**1,079**	**100%**

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 contaminates 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.

Food Scrap & Yard Trimming
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.

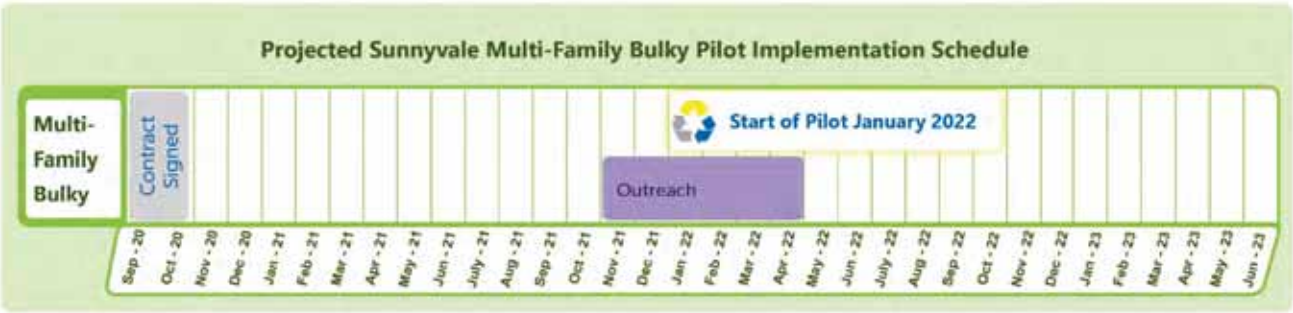
Commercial Diversion
Estimated Tons and Percent Diverted with Food Scrap & Yard Waste Collection

	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%
Total	**1,530**	**0.55%**

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.

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.

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[6]. 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.

[6] 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.

	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.

Small Complex Pilot:	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)
Medium Complex Pilot:	Max Cost $1,029.14 (30-yd bin $983.29 plus a $45.85 rental fee)
Large Complex Pilot:	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.

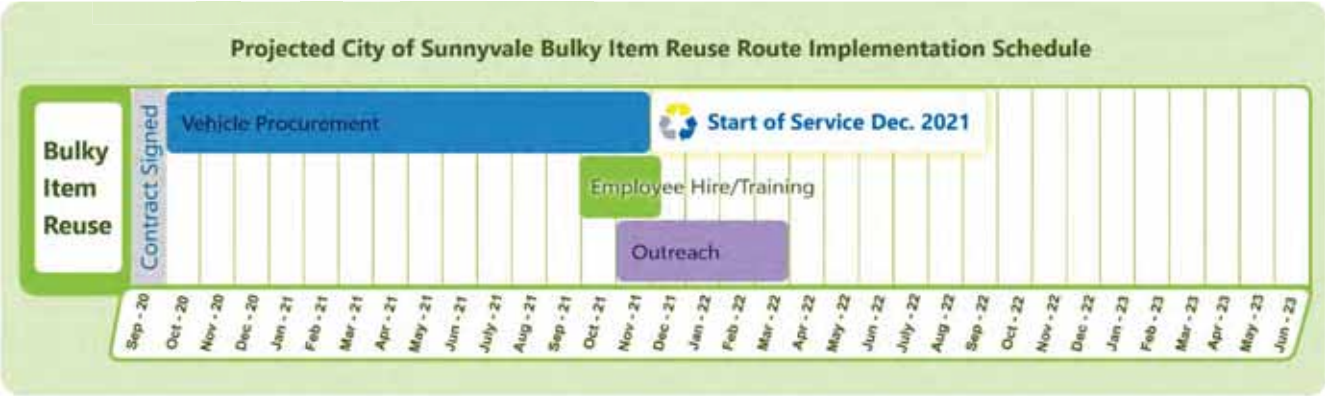
Multi-Family Bulky Pilot

Projected Average Diversion Impact Estimated at Full Roll-Out

	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 dove-tail 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

Single-Family & MFD
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.)

They 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.

Bulky Item Reuse Program
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 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.

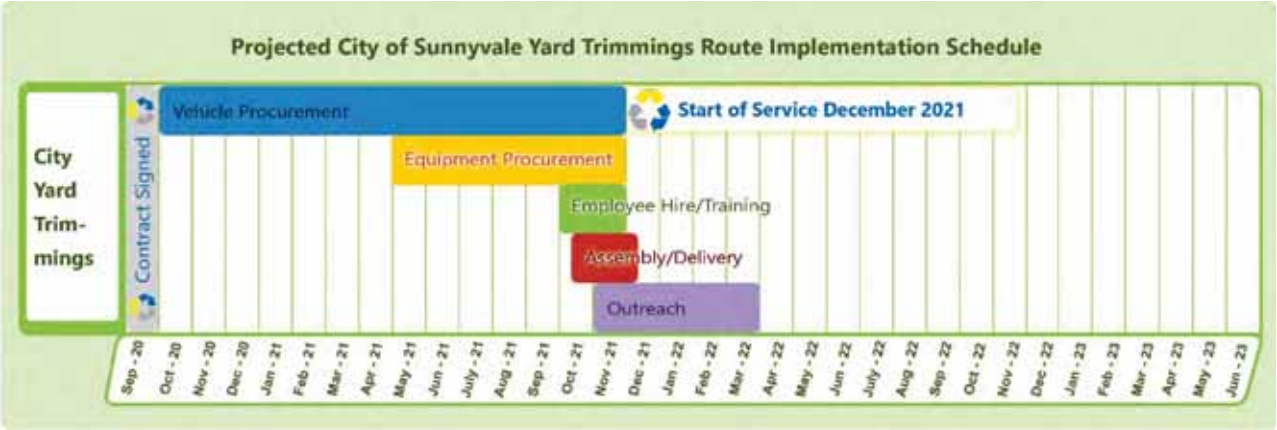
Single-Family Reuse & MFD Bulky Reuse Pilot

Projected Average Diversion Impact by 2022

	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.

Entity	Count	Yard Waste Tons
Parks	24	70
Schools	34	409
City Facilities	30	11
Total	**78**	**490**

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 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.

City Facility Diversion
Yard Waste Collection
Estimated Tons and Percent Diverted

	Tons Diverted	% Increase in City-Wide Diversion Rate
City Facilities, Schools and Parks - Yard Trimmings	490	0.45%
Total	**1,084**	**0.18%**

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[7]).

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)[8]. 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).

[7] Specialty assumes that the City will be responsible for inspections, outreach and setting up service for all Phase 1 generators.

[8] 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.

Our main objective is to continue to provide excellent service through the phase-in of new programs, with minimal disruption to customers.

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 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.

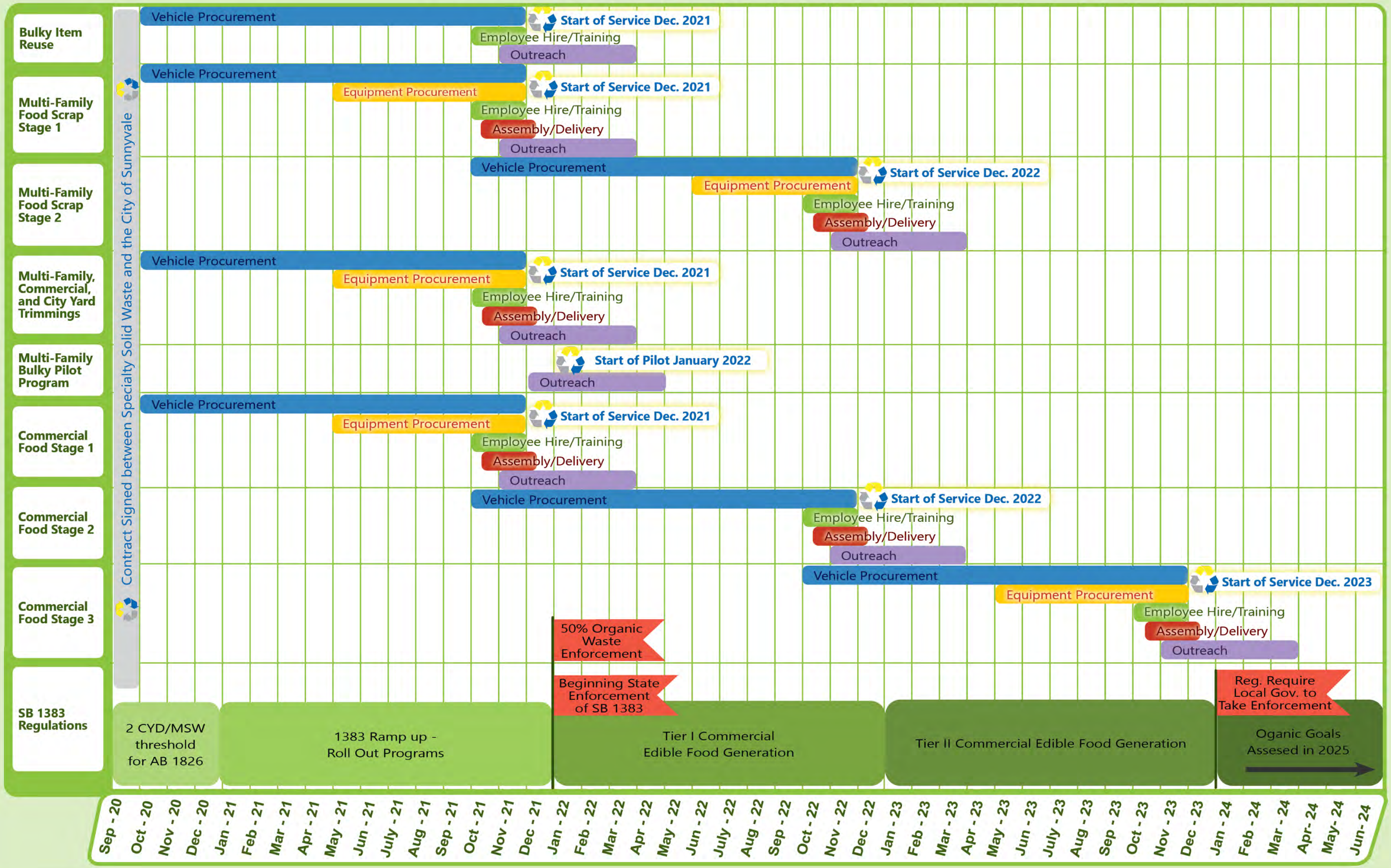
- **Multi-Family, City and Commercial Yard Trimming Collection:** Yard trimming collection for MFD complexes, City facilities and commercial generators will occur concurrently in one stage. Specialty will complete a considerable amount of research around the MFD complexes and commercial generators, as 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.

*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.

CONTAINERPROS
PROFESSIONAL WASTE SERVICES

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[9] 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 an 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.

[9] 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

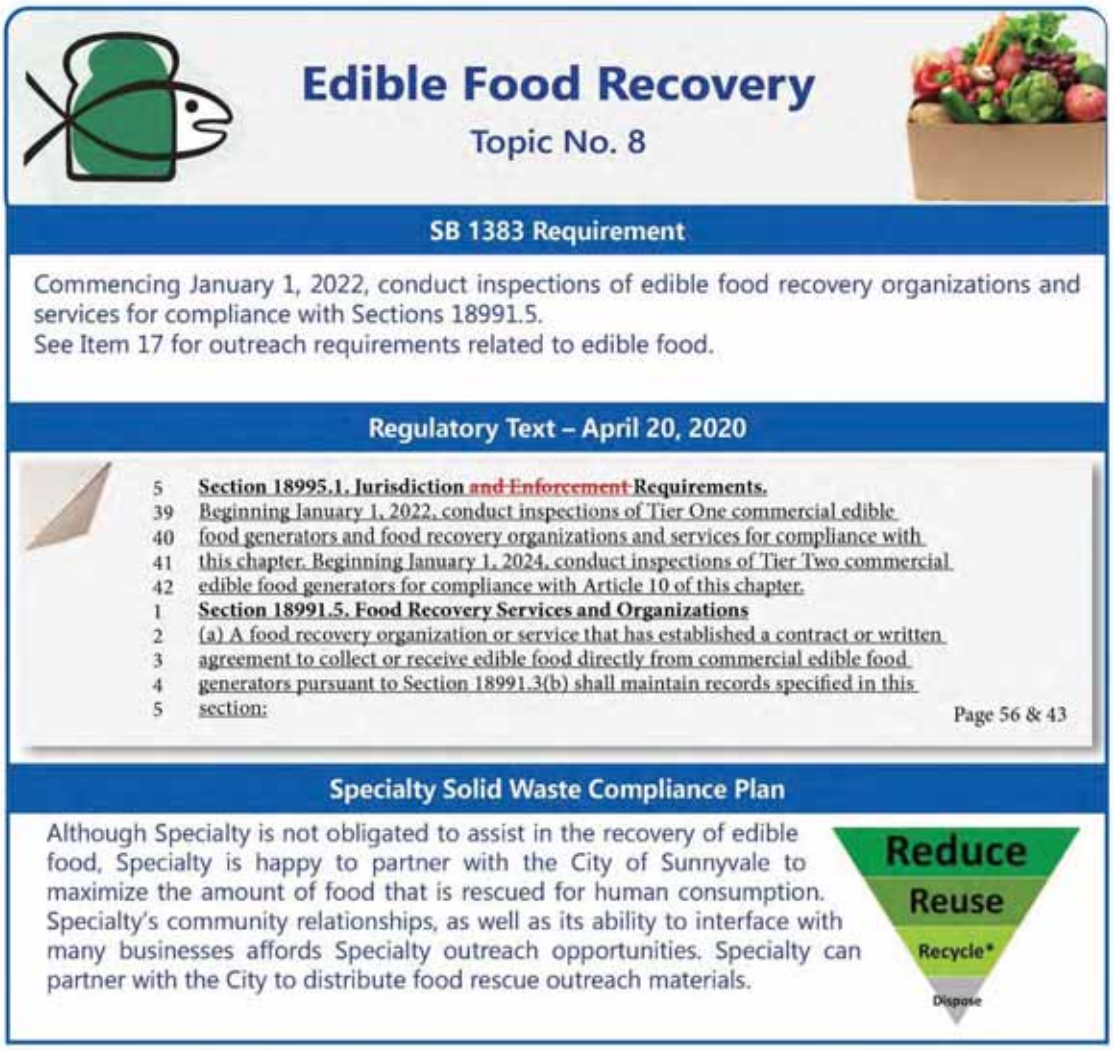
- How drivers and route supervisors can create and submit work orders for containers, including carts and bins, which are in need of maintenance
- The litter abatement training program (which will be reviewed and approved by the City)
- How drivers should identify, tag, and document overfull containers 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

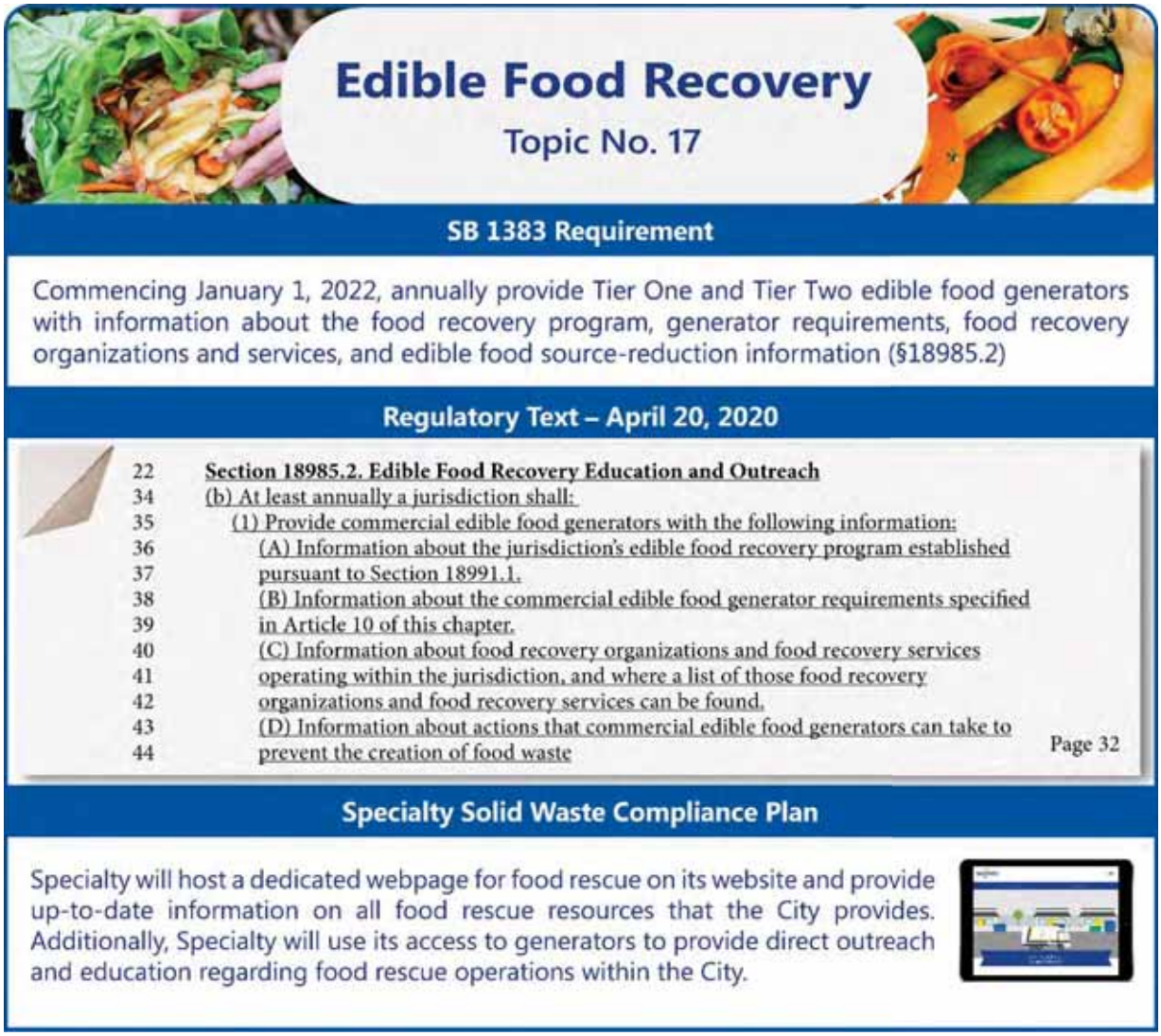


The businesses required to rescue food expands to include the following by January 1, 2024:

- 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



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.

Likely Teir 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 Distributers	
Faultine Brewing Co	1235 Oakmead Pkwy
New York Style Sausage Co	1228 Reamwood Ave

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.

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

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.
(3) Beginning January 1, 2022, investigate complaints as required under Section 18995.3.
(4) Beginning January 1, 2022 and until December 31, 2023, a jurisdiction shall provide educational material describing the applicable requirements of this chapter in response to violations.
(5) Beginning January 1, 2024, a jurisdiction shall enforce this chapter pursuant to Sections 18995.4 and 18997.2 in response to violations.

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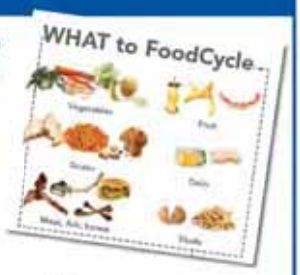
Specialty Solid Waste Compliance Plan



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.

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 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

Section 18984.7. Container Color Requirements.
(a)A jurisdiction shall procide 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 Januart 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.

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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.

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

Section 18995.4. Enforcement by a Jurisdiction.
(a) With the exception of violations of the prohibited container contaminants provisions 34 in Section 18984.5(a), which a jurisdiction shall enforce through the notice provisions of 35 Section 18984.5(b), ~~For~~ for violations of this chapter occurring on or after January 1, 36 2024, the jurisdiction shall take enforcement action as set forth in this section. 37 38
(1) The jurisdiction shall issue a Notice of Violation ~~within 60 days of a determination 39 that a violation has occurred.~~ requiring compliance within 60 days of the issuance of 40 that notice.

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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

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.

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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.

Section 1899.4.1 Initial Jurisdiction Compliance Report
(a) Each jurisdiction shall report to the Department on its implementation and compliance with the requirements of this chapter. Each jurisdiction shall report to the Department by April 1, 2022 the following information:
(1) A copy of ordinances or other enforceable mechanisms adopted pursuant to this chapter.
(2) The reporting items identified in Section 18994.2(b).
(3) The following contact information:
(A) The name, mailing address, phone number, and email address of the employee of the jurisdiction that the jurisdiction has designated as the primary contact person for the purposes of receiving communications regarding compliance with this chapter.

Section 18994.2. Jurisdiction Annual Reporting
(a) A jurisdiction shall report the information required in this section to the Department according to the following schedule:
(1) On or before October 1, 2022, a jurisdiction shall report for the period of January 1, 2022 through June 30, 2022.

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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

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:

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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 place 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.

(A) A jurisdiction that ~~is implementing~~ implements a three-container or two-container organic waste collection service pursuant to Sections 18984.1 or 18984.2 shall conduct waste ~~composition studies~~ evaluations at least twice per year and the studies occur in two distinct seasons of the year.

(E) The waste ~~composition studies~~ evaluations shall include at least the following minimum number of samples from all the hauler routes included in the studies:

1. For routes with less than 1,500 generators the study shall include a minimum 38 of 25 samples.
2. For routes with 1,500-3,999 generators the study shall include a minimum of 40 30 samples.
3. For routes with 4,000- 6,999 generators the study shall include a minimum of 42 35 samples.
4. For routes with ~~more than~~ 7,000 or more generators the study shall include a 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:

- ✓ 1st 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.
- ✓ 2nd Violation/1st 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.
- ✓ 2nd Offense: Should the generator continue to contaminate the container the second penalty shall be between $100 to $200 in fines.
- ✓ 3rd 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

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.

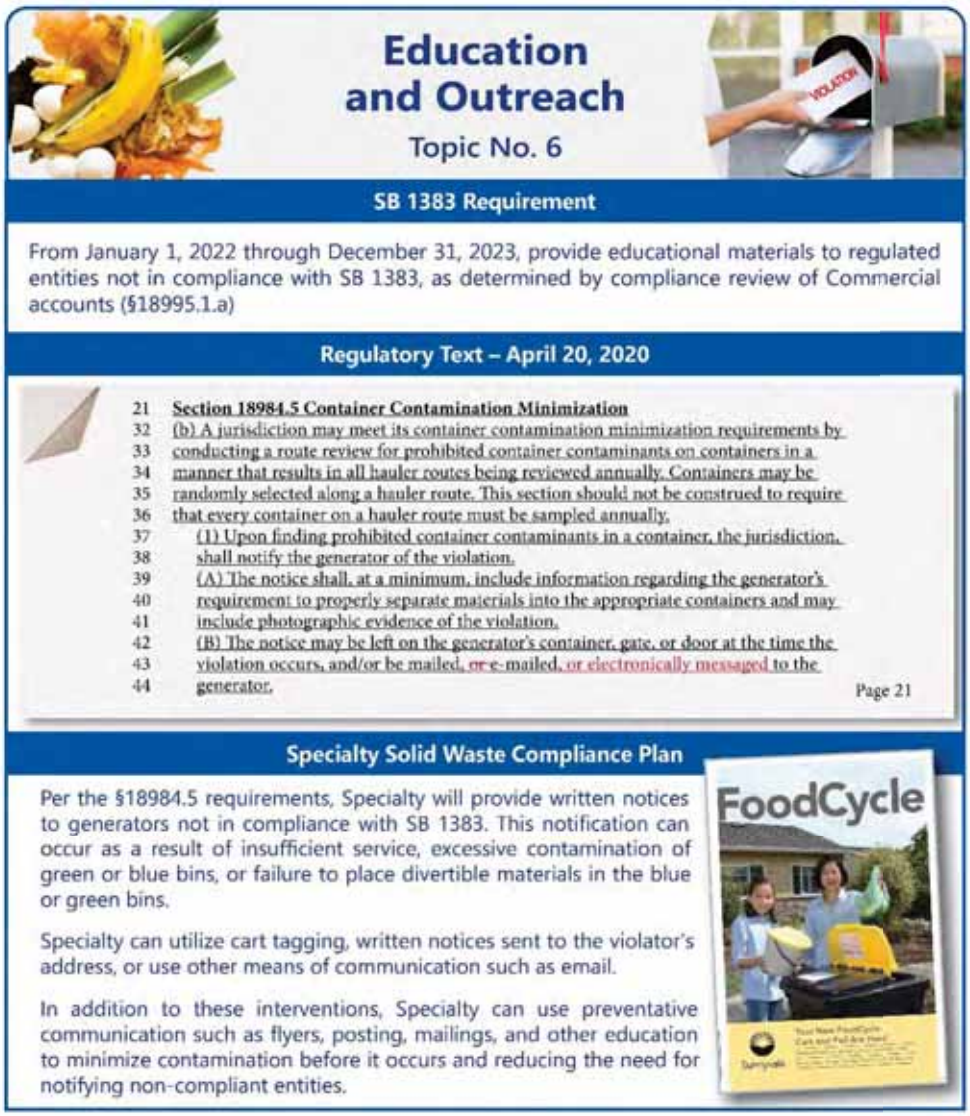
Examples include:

- 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

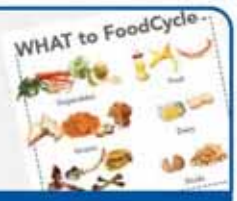
Specialty wishes to continue working in a collaborative manner with the City and has committed to hiring one full-time Outreach Manager. In addition, Specialty has added a potential sub-contractor (SCS) that can assist in delivering technical assistance, as described in Section 3.4.6. Specialty shall 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.



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.

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.

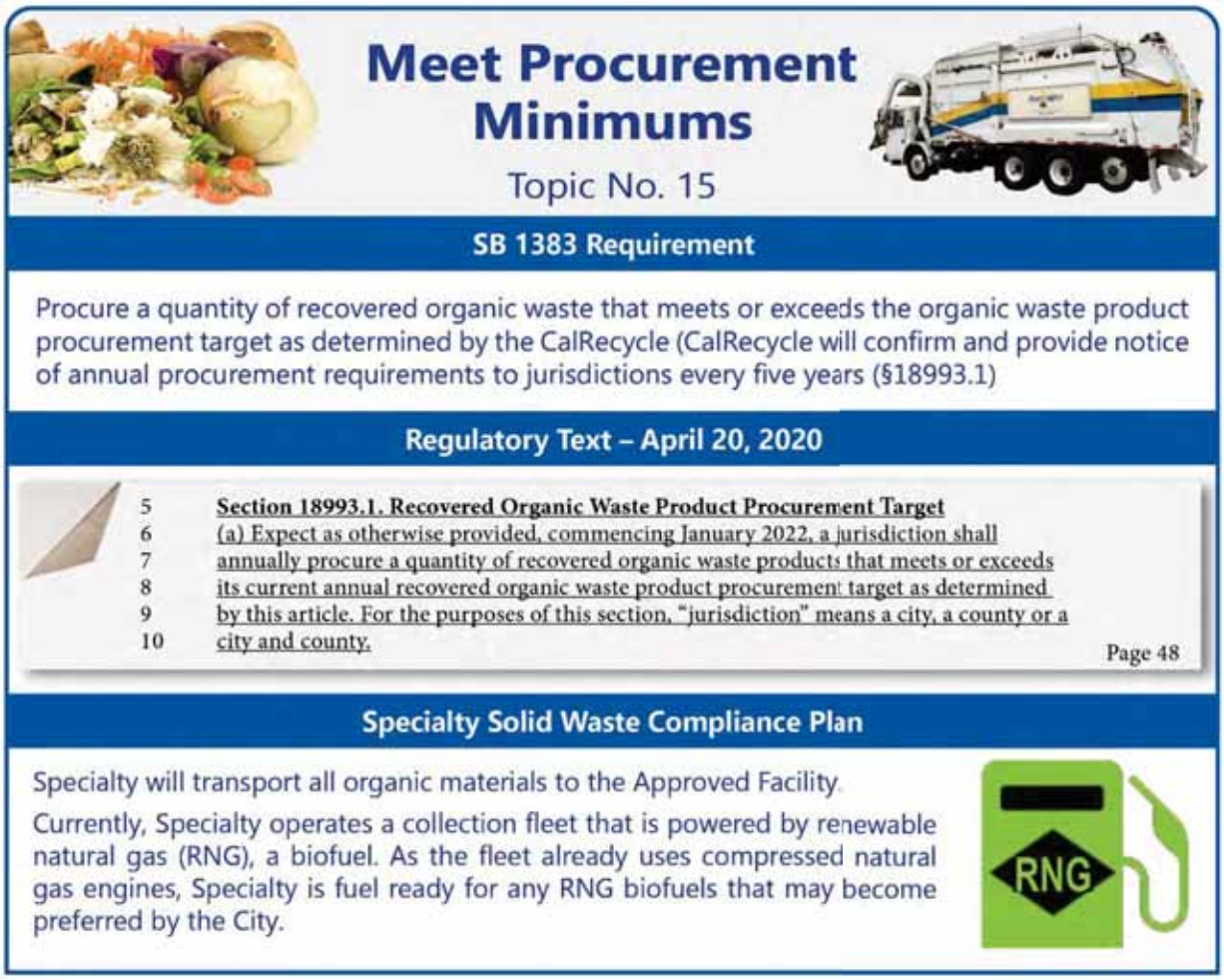
27 **Section 18985.1. Organic Waste Recovery Education and Outreach.**
14 (e) Consistent with Section 7295 of the Government Code, jurisdictions shall translate
15 educational materials required by this chapter into any non-English language spoken by
16 a substantial number of the public provided organic waste collection services by the
17 jurisdiction. Page 31

Specialty Solid Waste Compliance Plan

Specialty has staff that is able to respond to requests form 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.



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 produts (§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.

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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[10]" 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:

1st - Empty the food waste container.
2nd – Rinse the container
3rd- Scrub the container with soap and water
4th – 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

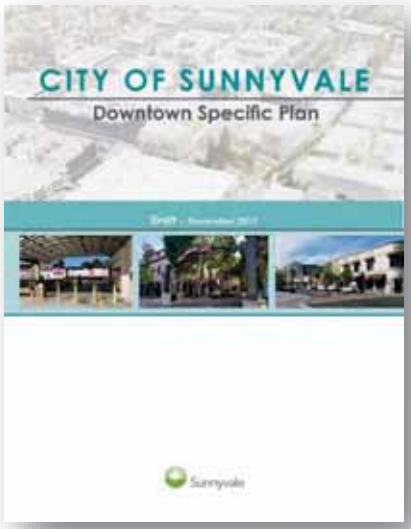
[10] https://www.alwaysgreenalwaysclean.com/services.html

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.

Downtown Sunnyvale
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

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 contaminates, into the appropriate containers (as necessary) and the need to divert recyclables into the fiber and container bins that are free from contaminates.

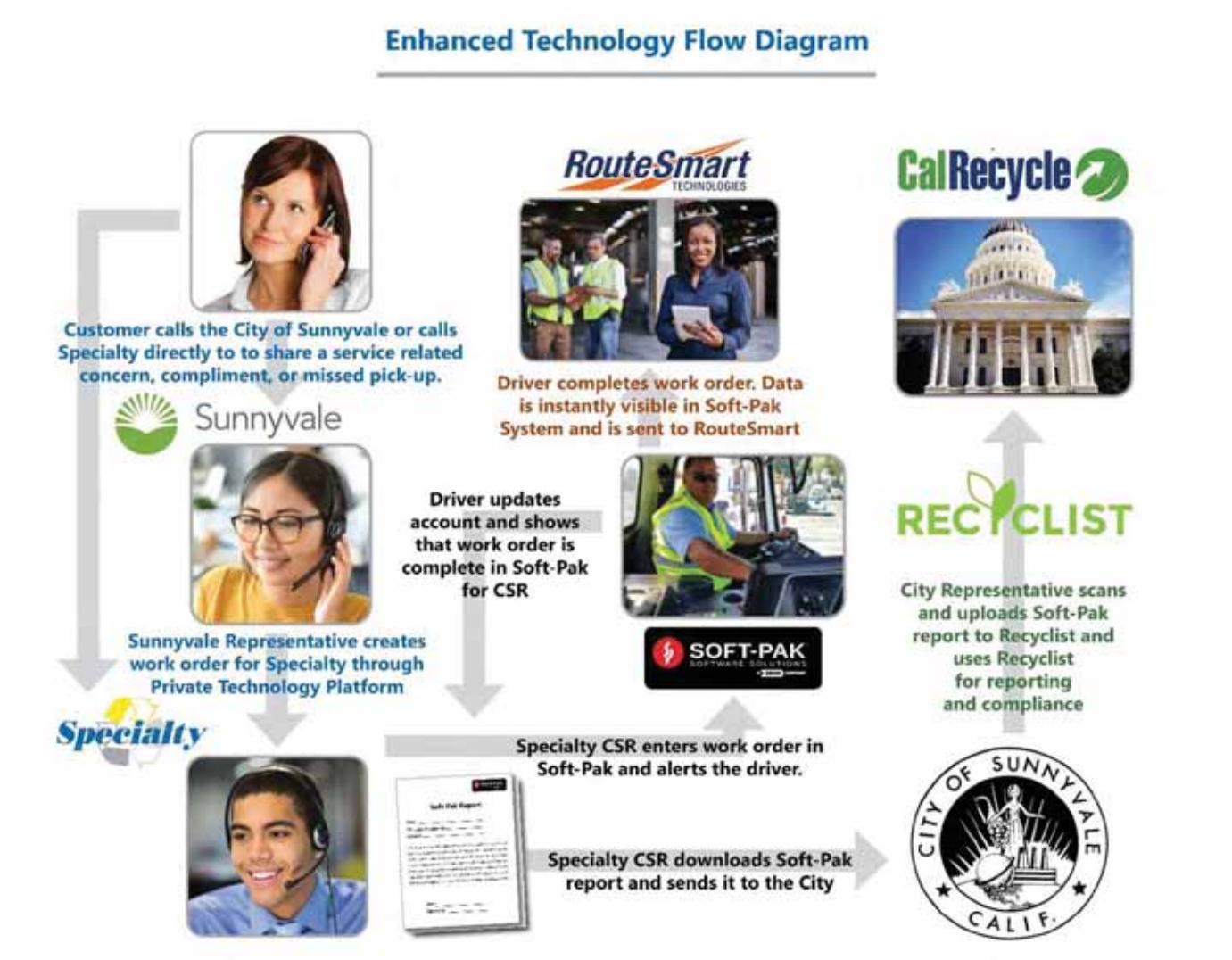
Diversion Rate Impact

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.



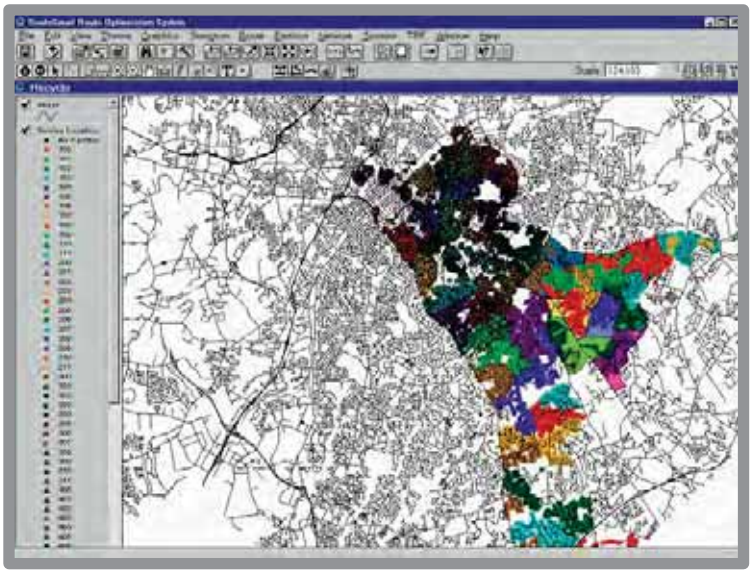
The process begins with a Sunnyvale resident or business owner making a call to the City to make a complaint or report a missed pick-up, where the City representative will create a work order for Specialty. Customers also have the option to call Specialty directly at (408)- 565-9900. This phone line 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 is 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)

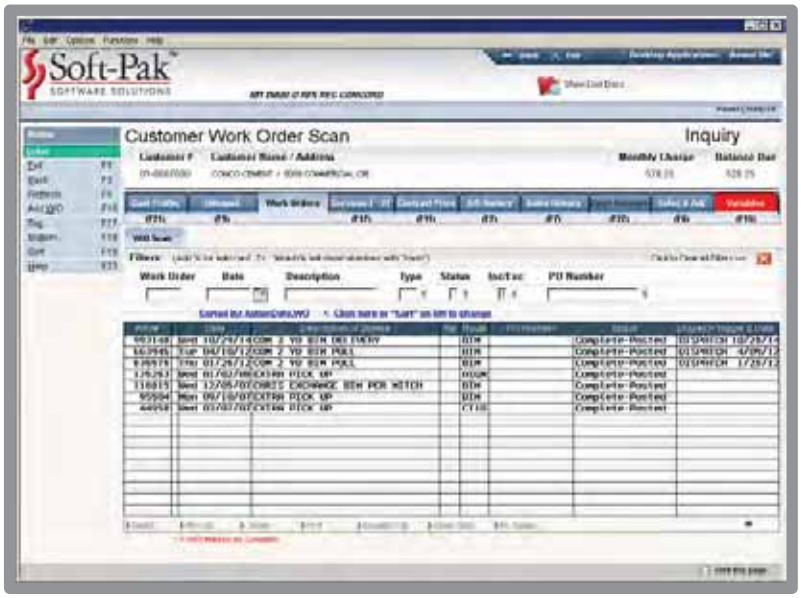


For the waste industry, developing routes that are equitable across the entire fleet is a crucial aspect of daily efficiency and productivity. Without the proper balance, routes may not be serviced efficiently or adequately. This is where automated route balancing comes in. Ensuring balanced daily routes 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.

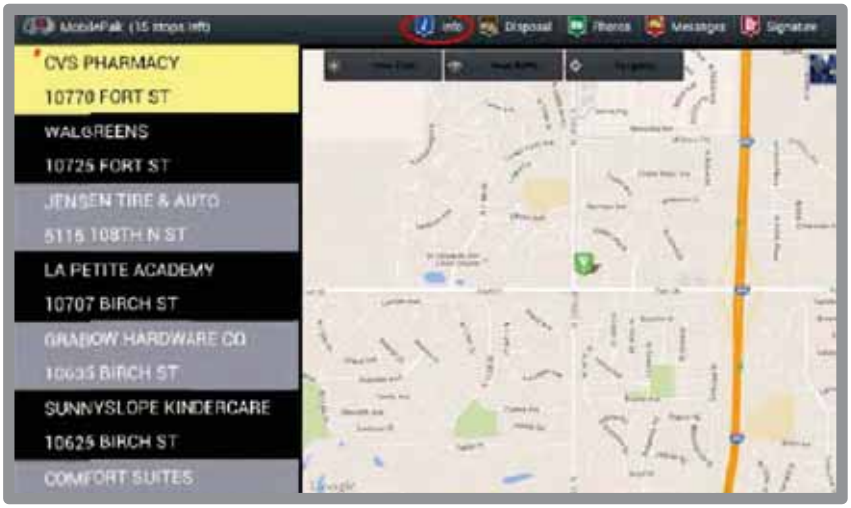
RouteSmart has a close business partnership with Soft-Pak and integrated their products to provide the waste industry with a complete information management solution. Soft-Pak information can be uploaded to RouteSmart so that the information only has to be collected and input by the drivers and CSRs 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 devise 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

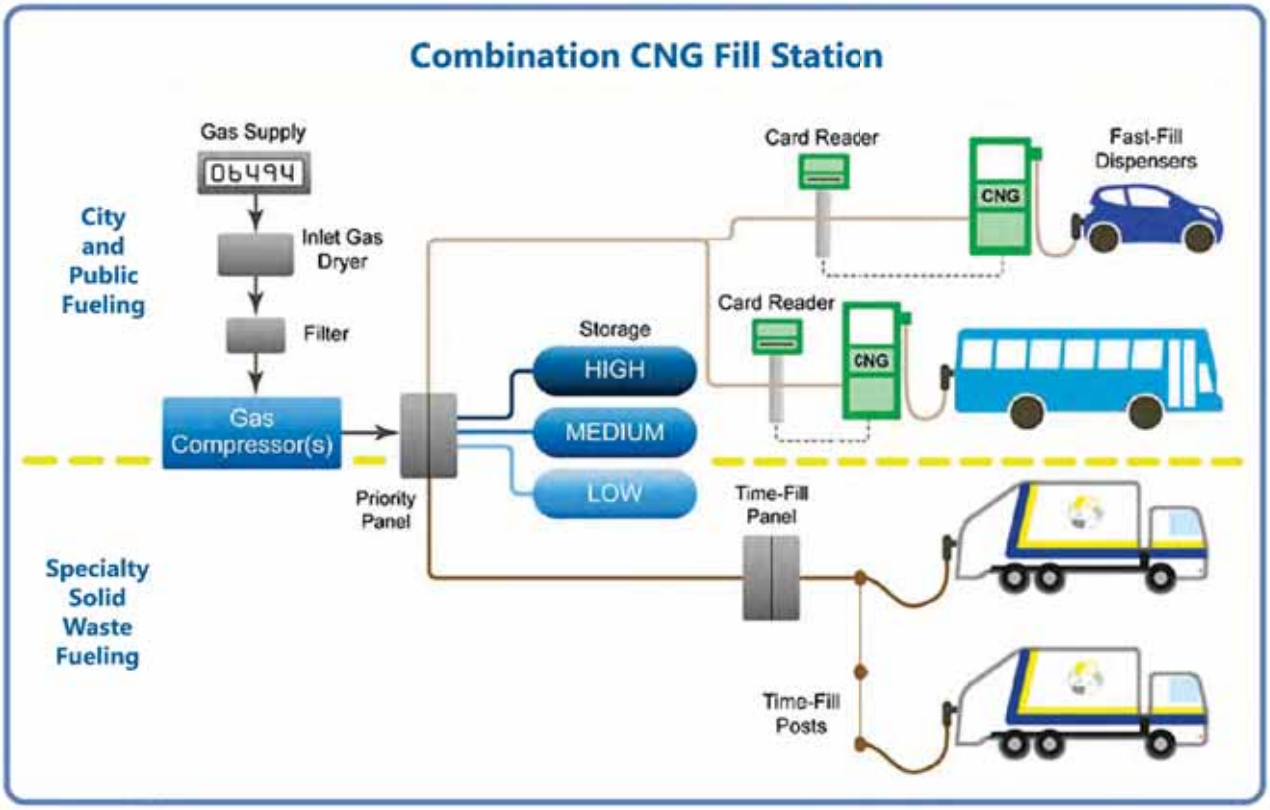
station to a "combination-fill" option that also includes a "time-fill" or "slow-fill" pump, which is best for refueling larger vehicles overnight.

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.[11] 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



[11] See U.S. Department of Energy – Alternative Fuels Data Center
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

TOTAL PRICE WITH TAXES AND FREIGHT	$1,999,763.44
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.[12]

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:

[12] 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.[13] 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.[14] 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

[13] See https://www.cityofpaloalto.org/news/displaynews.asp?NewsID=4068 , last updated October 2017
[14] 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.[15]

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.[16] 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."[17] 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."[18]

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."[19]

[15] See CARB's rulemaking page for the updated proposal for the June 2020 Board meeting: https://ww2.arb.ca.gov/our-work/programs/advanced-clean-trucks

[16] See https://www.fleetowner.com/covid-19-coverage/article/21128021/cv-production-to-fall-to-great-recession-levels-ftr

[17] See letter from EMA to Steven Cliff, CARB dated March 23, 2020 (Appendix F)

[18] https://ww3.arb.ca.gov/regact/2019/act2019/apph.pdf at p. 1 "*Total Cost of Ownership Discussion Document*"

[19] 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."[20] 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.

[20] 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:

OmnisRisk

May 15, 2020

Specialty Solid Waste Services – MOD
Rate for Collection Services RFP

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.

Omnis Risk Insurance Solutions

Tammy Gaw
Omnis Risk Insurance Solutions
Sunnyvale, CA
tgaw@omnisrisk.com

Experience Rating Worksheet

SHARE WITH	Employer Name	Employer Alternate Name	Description
Tammy Gaw Omnis Risk Insurance Solutions	(DBA) ALAME	SSWR	2019 Projection
tgaw@omnisrisk.com	CORPORATION:		CONTACT:
Phone: Fax: CSR Name: Tammy Gaw CSR Phone: () - CSR Email: tgaw@omnisrisk.com	Zip Code (Looks up City and State) 95054 Mailing Address 3355 Thomas Rd City , State Santa Clara , CA	Phone: (408) Fax Organization Website	First Name Last Name Email Address Phone

Risk ID: 0-14-45-95 Agency ID: Unbilled Rating Date: 04/01/2020 Experience Period: 07/01/2015 to 07/01/2018 **X-Mod: 67**

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

Tammy Gaw

Omnis Risk Insurance Solutions

Tammy Gaw – President – CIC, CRM
Omnis Risk Insurance Solutions, Inc.
108 S. Sunnyvale Ave., Suite A Sunnyvale CA 94086
Cell: (408) 981 5489
Office: (408) 245-6600
Email: TGaw@omnisrisk.com
Website: Omnisrisk.com
License# 0G44942

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 under 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 sperate 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.

THE COUNTY OF SANTA CLARA 1850

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] (Signature)

Name: Jerry Nabhan (Printed Name)

Title: SECRETARY

Date: APRIL 7, 2020

[signature]
Signature

SECRETARY
Title

SECRETARY'S CERTIFICATE

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 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 3rd 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.

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

is compliant with applicable laws, including SB 1383. The City will reviewed the MFD program design contained in the company's March 3rd 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.

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);

- 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.

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 (4th 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.

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 (l), 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.

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 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 6th 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. *(1st) unfranchised haulers collecting waste/operating in the City;* Yes, this protocol is designed for unfranchised haulers in the City and,

ii. *(2nd) 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 contaminates 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.*

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:

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 (4th 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

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*

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

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.

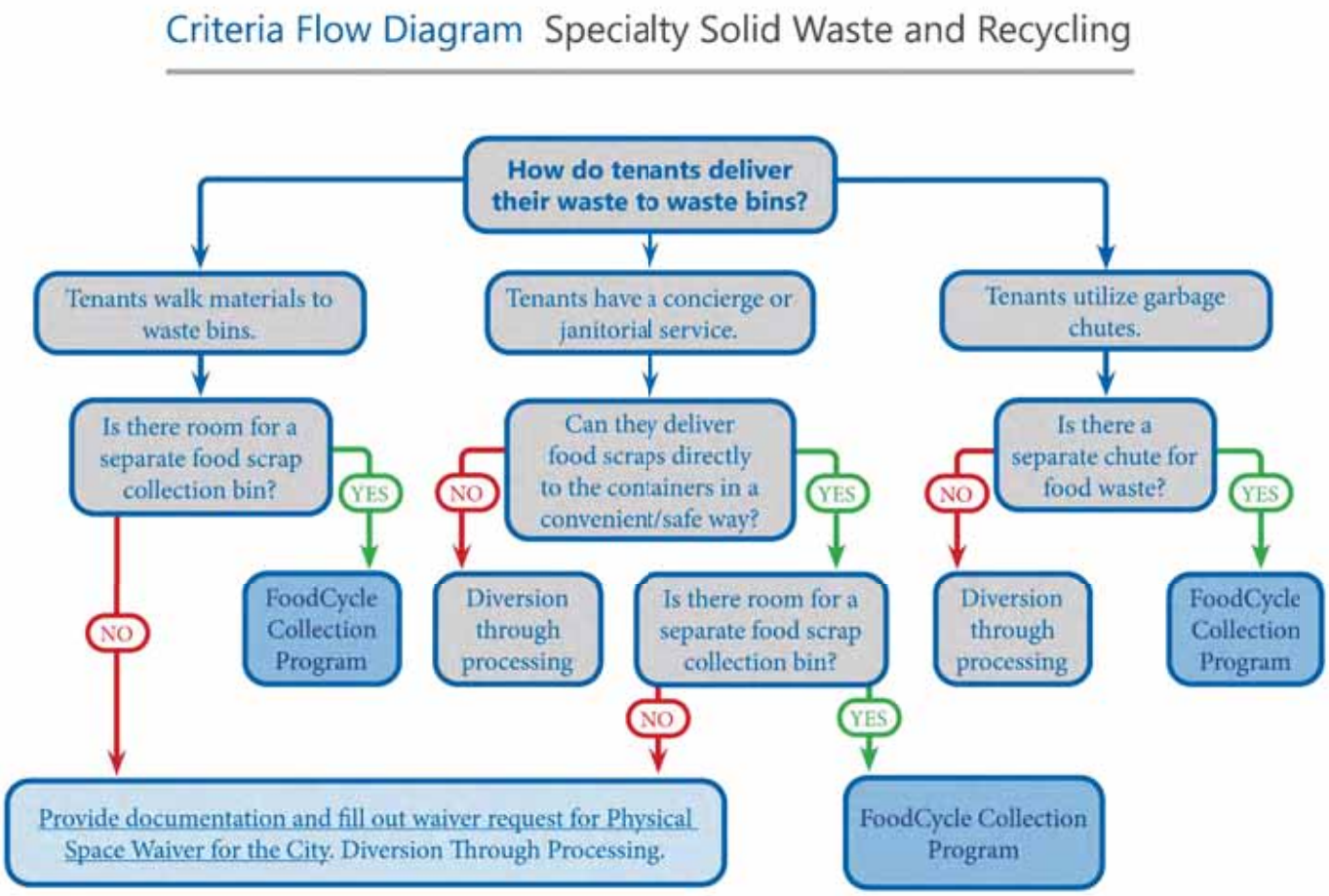
11. *Regarding "SMaRT high diversion organics waste processing", ability to do so will be a factor in any decision to consider the performance-based approach. Regarding the "or", the City does not consider Scenario 3 to be sufficient without Scenario 1.*

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 though 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.*

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.



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

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
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

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 enclosers 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

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 operationh.

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):

> 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

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 24th 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

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 ~~Sub~~contractor(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.*

_____ _05/12/2020_
Jerry Nabhan Date

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 15th. This information was also conveyed via email on April 3rd. 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 24th 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.

_____ _05/12/2020_
Jerry Nabhan 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

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.

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.

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

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.

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.

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:

- 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

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.

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.

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
SCS ENGINEERS

Michelle P. Leonard
Project Director
Vice President,
Practice Leader, Sustainable Materials Management
626-792-9593 direct
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

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.

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	• Comprehensive SMM/Solid Waste/Zero Waste Plans • Regulation Review and Recommendations • Policy Development and Implementation • SB 1383 Organics Recycling and Edible Food Recovery Capacity Planning • Organics Recycling and Edible Food Recovery Capacity Reporting (2022, 2024, 2029, 2034) • Edible Food Recovery Capacity Expansion Planning • Program Planning • Benchmarking of Services and Fees • Diversion Analysis and Planning • Waste Generation and Characterization Studies • Feasibility Studies

	• Greenhouse Gas Inventories • Sustainability Plans
Financial and Economic Analysis	• Rate Analysis • Hauler Audits • Cost of Service Studies • Franchise Agreement Reviews • Cost, Financial, and Economic Analysis • Evaluation of Public-Private Partnerships • Development of RFQ/RFP/Bid Documents • Procurement Assistance • Grant funding applications and management • Customer Billing and Service Reviews
Program Design and Implementation	• Waste Assessments, Collection Assessments and Diversion Assessments • Business Technical Assistance • Generator Studies • Facility Feasibility Studies • Implementation Schedules • Monitoring and Evaluation • Program Effectiveness and Improvements • Special Events and Public Venue Programs • Develop and Maintain Food Recovery Organization Lists • Inspections for SB 1383 Tier 1 and Tier 2 Edible Food Generators • Program Implementer Trainings • Establish Communication Models for Local Government Officials, Food Suppliers and Intermediary Organizations
Public Outreach and Education	• Development of Public Education Programs • Outreach for SB 1383 Tier 1 and Tier 2 Edible Food Generators • Provide Guidance to Interface with Health Departments • Facilitation of Public Meetings, Workshops, Seminars and School Assemblies • Design and Create Employee and Volunteer Protocol • Public Opinion Surveys • Flyers, Posters, Newsletters, Social Media

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.

PROPOSAL

SPECIALITY SOLID WASTE
CITY OF SUNNYVALE
MARCH 19,2020

Push and Pull Service
Scout Service

TRASH SCOUTS

BA WASTE SERVICES

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

Associa®

Peet's Coffee & Tea

Square

CIM

510 3rd St #200B, Oakland CA 94607 | www.bawaste.com | (510) 788-0462 | www.trashscouts.com

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

TruStar Energy CNG

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General Station Layout ..... Error! Bookmark not defined.

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- 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
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Specialty Waste & Recycling Station Build Schedule of Values: ..... Error! Bookmark not defined.

Specialty Waste & Recycling Station Build Detailed Schedule of Values: 15

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					
Total		**2**	**10**	**150**		**2400**

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

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.***

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.

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

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 ¾" 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

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 105F°. 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.]

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

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.

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.

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

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

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

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

ANGI Service Contact
Tim Roach – Service Manager ANGI – Email: 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 32nd Ave. NW
Rochester, MN 55901
Cell: (507)440-9318
dkubista@trustarenergy.com

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 Item	Price
ENGINEERING	
Grant Processing	$4,200.00
Design & Engineering	$54,340.00
Permitting	$20,635.84
EQUIPMENT	
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
CIVIL CONSTRUCTION	
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
TOTAL PRICE WITH TAXES AND FREIGHT	$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: _____

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

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

State Tax:	8.5%	$8.50
Freight:		$15,000.00
Station Build Total:		$1,999,763.44
Required Down Payment:		$399,952.69

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,

Gary Lima
Chief Operating Officer

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.

Receiving, Assembly & Distribution Estimates

	Service	Estimated Service Cost	Estimated Project Cost
Option **#1**:	Carts	$18,000.00	
	Bins	$18,400.00	
			$36,400.00
Option **#2**:	Carts	$18,000.00	
	Bins	$46,110.00	
			$64,110.00
Option **#3**:	Carts	$18,000.00	
	Bins	$10,200.00	
			$28,200.00

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.*

Confidential & Proprietary – Unlawful to disseminate without the express written permission of Container*Pros*, Inc.

Attachment B

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.

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 receptable 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 1st 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 1st 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.

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.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 1st 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

SB 1383 Regulations - Article 12 - Procurement of Recovered Organic Waste Products

City of Sunnyvale RFP Review Meeting - February 2020

CalRecycle will be providing the annual recovered organic waste product procurement for each jurisdiction on or before January 1,2022 and □□□□□□□□□□ thereafter, which shall be calculated by multiplying the per capita procurement target of 0.08 tons per resident which may be achieved directly or via a franchise. □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□products below to implement the circular economy locally, and on a statewide basis would create huge markets for a population of 44 million people by 2025. A balanced procurement portfolio would fuel 2,000 trucks, produce 87 MW and amend 100,000 acres of parklands.

Section 18993.1(e) A jurisdiction shall comply with one or both of the following:

(1) Directly procuring recovered organic waste products for use or giveaway.

(2) Requiring, through a written contract or agreement, that a direct service provider to the jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the jurisdiction.

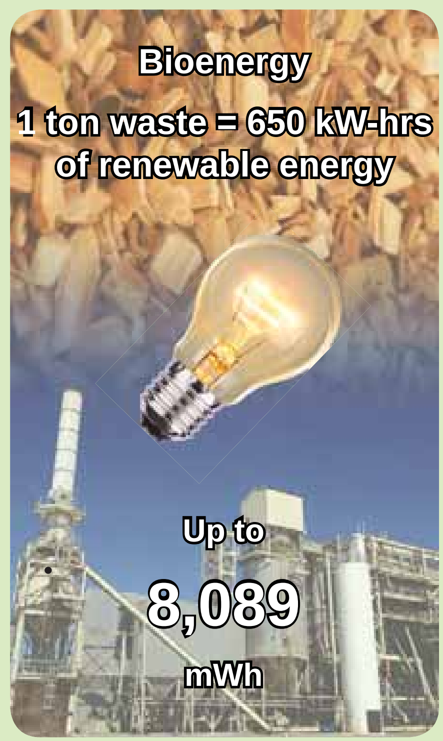
Section 18993.2 (a) A jurisdiction shall include all documents supporting its compliance, including, but not limited to, the following:

(1) A description of how the jurisdiction will comply with the requirements

(2) The name, physical location, and contact information of the each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and. if applicable, where the product was applied.

(3) All invoices or similar records evidencing all procurement.; and

(4) If a jurisdiction will include procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements mandate, the jurisdiction shall include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the jurisdiction, such as invoices or similar records evidencing procurement.



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.

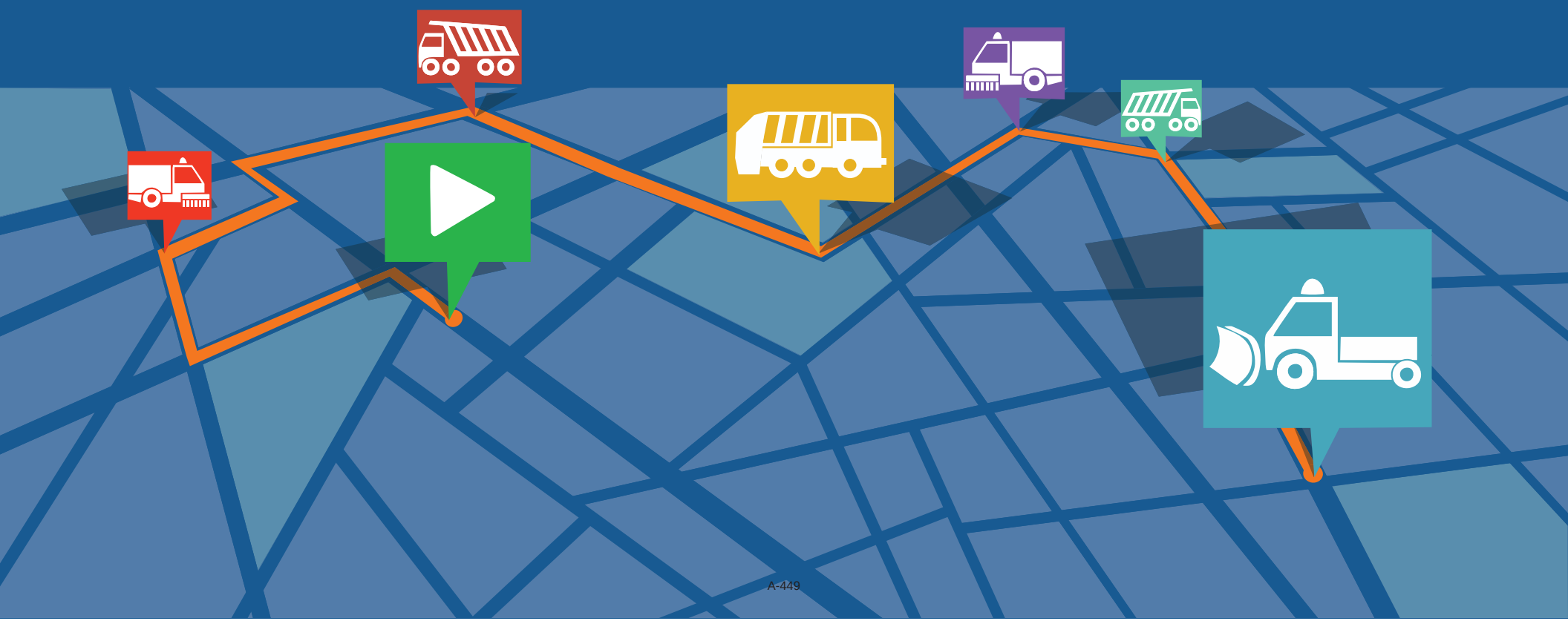
Trucks Fueled:

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

#7 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.

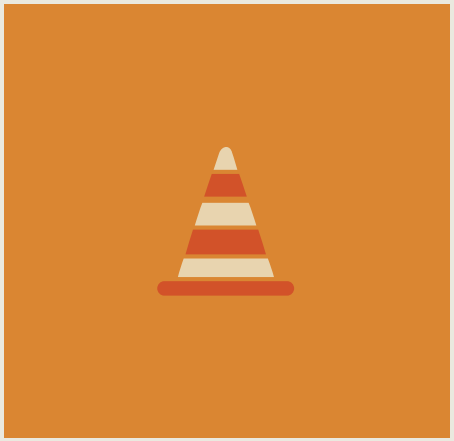
About RouteSmart...

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.

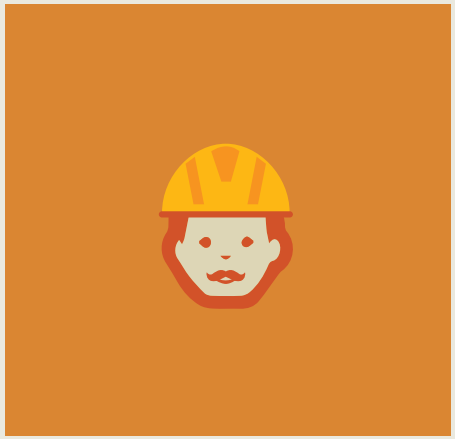
RouteSmart TECHNOLOGIES

For more information, visit 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

18563 4

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.

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:

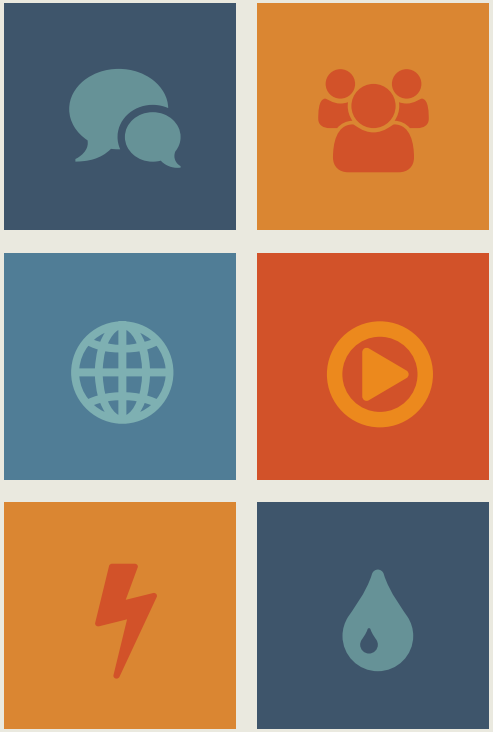
- Phone and email support
- Web-based, remote sessions for technical support, consulting, training, process/procedure, and route planning guidance
- Secure, online file uploads

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 or contact Jessica Cearfoss at 800.977.7284 ext. 3100.

RouteSmart TECHNOLOGIES

MAP-PAK MODULE

View and update routes, vehicles, equipment and stops, all from one mapping screen

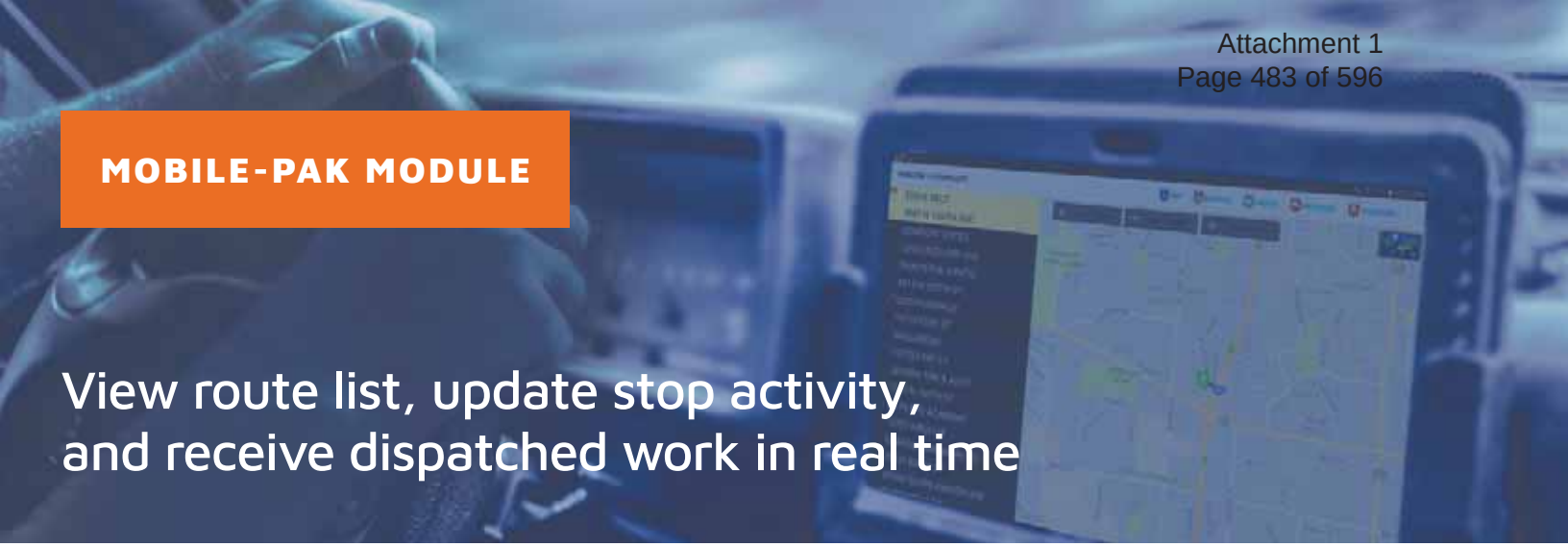
Map-Pak works on the Google Map platform, the most powerful web based mapping application. View vehicle location in real time, create Geofences and manually move stops to different routes for efficient visual optimization.

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 888.763.8725 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 oversite 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 888.763.8725 sales@soft-pak.com
8525 Gibbs Drive #300 San Diego, California 92123

SOFT-PAK

Operational software for waste haulers

CRM, routing, optimization, fleet oversight, scale, and billing

Soft-Pak is a complete operational software solution that is specific to the waste and recycling industry. Waste haulers of any size can utilize an industry specific solution, accessible via the cloud or local server.

The Soft-Pak Difference

Many software packages offer service, billing or routing functions. Only **Soft-Pak** brings it all together in a single database, providing waste hauler full operational control in an easy to use system.

Standard Features

- Billing, routing, scales, customer service all in one
- Cloud or server-based
- Specific to the waste industry, all lines of service
- Tokenized credit card processing for reduced merchant rates

Soft-Pak's Optional Software Modules

- On-board computing, paperless routing for drivers
- GPS tracking of drivers activities in real time
- Mapping of routes, stops and driver locations in real time
- Optimization and re-sequence of routes
- Web portal for clients to request services and make payments
- Automatic email delivery of invoices or statements
- Web-based sales tool that creates electronic sales agreements
- Track preventative maintenance needs per vehicle
- Manage scales – MRF, landfill, transfer stations

Additional Advantages

Soft-Pak allows you to effectivity service your clients from a single database. While providing an efficient operational application that ensures accurate billing for every service performed. A complete solution that provides management oversite of all valued assets in the business.

- Annual software upgrades to stay current with industry trends.
- User Conferences for continued education and product input.
- Run on the cloud or via in-house server.
- Professional training by individuals who understand your business.
- Customer Support from individuals who have worked in the waste industry.

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 prorations
- 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™
SOFTWARE SOLUTIONS
www.soft-pak.com 888.763.8725 sales@soft-pak.com
8525 Gibbs Drive #300 San Diego, California 92123

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

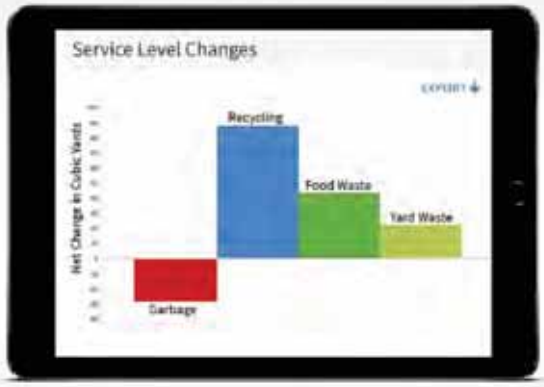
Service Estimates

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 eligbility 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

RECYCLIST

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
Banning
Burbank
Clovis
Concord
Culver City
Cupertino
Daly City
Half Moon Bay
Napa
Oceanside
Pittsburg
San Ramon
Santa Clara
Sunnyvale
Thousand Oaks
Truckee
Union City
Vacaville
Windsor

Counties & Special Districts

Contra Costa
Marin
Oro Loma
Placer
Riverside
Sacramento
Salinas Valley
Santa Cruz
Sonoma

Recyclist holds Disadvantaged Business Enterprise (DBE) and Small Business (SB) certifications from the State of California.

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_x 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_x emissions from commercial vehicles contribute to that problem; and we recognize that further HDOH NO_x emission reductions and regulatory improvements are needed. Indeed, as you are well aware, EMA offered to implement a voluntary reduced NO_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x 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_x regulations. In addition, I suggest that we talk in advance of the March 27th call. Please let me know when you're available.

I look forward to hearing from you.

Very truly yours,

Jed R. Mandel

Jed R. Mandel
President

EXHIBIT G2:
COST BASIS FOR PROPOSAL

Bay Counties Waste Services, Inc.
DBA Specialty Solid Waste & Recycling
City of Sunnyvale RFP for Services beginning July 1, 2021
Cost Forms - Executive Summary (15 Year Contract)

FY 21/22 - YEAR 1	Total	Existing Operations	MF Food Scraps	Yard Trimmings	Expanded Commercial Organics	Technical Assistance	SB 1383	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	Technical Assistance	SB 1383	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

TABLE A - CONTRACTOR PAYMENT APPLICATION SUMMARY

(Sum of all departments)

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Cost of Operations				
Labor Costs	B	$ 7,570,491	$ 8,096,981	$ 8,540,378
Vehicle Costs	C	1,476,070	1,513,553	1,553,158
Other	D	292,505	298,344	304,299
Depreciation	E	2,490,896	2,848,346	2,926,906
Interest	F			
Allocated Costs	K	7,056,768	7,377,524	7,629,264
Annual Cost of Operations		$ 18,886,731	$ 20,134,748	$ 20,954,004
Operating Ratio Profit (exclude interest)	L	1,754,505	1,674,849	1,740,305
Incentive Program Profit		194,481		
Bad Debt Expense		993		
Franchise Fee		$ 2,162,044	$ 2,208,528	$ 2,279,864
Total Contractor's Payment		**$ 22,998,754**	**$ 24,018,125**	**$ 24,974,173**
Note: Numbers may not add exactly due to rounding			$ 22,343,276	$ 23,233,868

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
1A. Multi-Family Food Scraps	1B. Multi-Family Yard Trimmings	6. Technical Assistance	7. 1383	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**

Operating Ratio Profit - Input Here
0.9225

Legend

Contractor/Proposer Input
Calculation/Pulled from Schedule [No input required]

Indices Used: 3 Year Historical Avg. (2017 - 2019)

9240 ***CWURS49BSA0***	San Francisco - Oakland - Hayward Consumer Price Index Urban Wage Earners and Clerical Workers (Dec)	3.23%
	Union Labor - See Employee Costs Tab	
9340 ***WPU03THRU15***	Producer Price Index Industrial Commodities (Dec)	1.97%
2515 05-73-02-01 ***WPU057303***	Producer Price Index #2 Diesel Fuel (Dec)	15.23%
2515 05--51 ***WPU0551***	Producer Price Index 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%

TABLE A - 1 - DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALTY **NEW AGREEMENT COST FORMS**

	Support Sched	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 10 - Commercial FEL Refuse				
Cost of Operations				
Labor Costs	B	$1,737,690.06	$1,856,403.17	$1,956,561.05
Vehicle Costs	C	$328,414.50	$336,482.26	$344,978.84
Other	D	$59,264.82	$60,447.12	$61,653.01
Depreciation	E	$593,334.69	$678,479.64	$697,192.80
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$1,754,896.85	$1,831,750.95	$1,895,167.82
Annual Cost of Operations		$4,473,600.92	$4,763,563.14	$4,955,553.52
Operating Ratio Profit	L	$415,580.41	$396,257.10	$412,148.48
Total Contractor's Payment		**$4,889,181.33**	**$5,159,820.24**	**$5,367,702.01**
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
Vehicle Costs	C	$134,946.89	$138,336.01	$141,912.30
Other	D	$28,454.46	$29,022.88	$29,602.66
Depreciation	E	$188,588.33	$215,651.21	$221,599.09
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$537,219.70	$562,203.13	$580,812.30
Annual Cost of Operations		$1,407,670.81	$1,507,704.57	$1,565,662.27
Operating Ratio Profit	L	$130,767.23	$125,418.44	$130,214.58
Total Contractor's Payment		**$1,538,438.04**	**$1,633,123.01**	**$1,695,876.85**
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 Sched	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2FY 22/23
Department 30 - Residential Refuse Collection				
Cost of Operations				

Labor Costs	B	$2,396,868.88	$2,542,557.24	$2,692,689.78
Vehicle Costs	C	$377,122.41	$386,748.46	$396,925.31
Other	D	$70,593.27	$72,001.60	$73,438.03
Depreciation	E	$720,335.10	$823,704.91	$846,423.54
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$1,727,937.74	$1,805,876.47	$1,867,876.07
Annual Cost of Operations		$5,292,857.40	$5,630,888.68	$5,877,352.73
Operating Ratio Profit	L	$491,686.21	$468,405.59	$488,813.61
Total Contractor's Payment		**$5,784,543.61**	**$6,099,294.27**	**$6,366,166.34**
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
Vehicle Costs	C	$114,674.41	$117,891.27	$121,322.75
Other	D	$29,163.70	$29,746.31	$30,340.56
Depreciation	E	$2,332.83	$2,667.60	$2,741.17
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$584,703.11	$611,485.79	$635,950.78
Annual Cost of Operations		$1,174,032.38	$1,241,484.39	$1,294,795.36
Operating Ratio Profit	L	$109,063.12	$103,272.90	$107,686.85
Total Contractor's Payment		**$1,283,095.50**	**$1,344,757.29**	**$1,402,482.21**
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 Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2FY 22/23

Department 50 - Residential Yard Waste & Commercial Food Scraps

Cost of Operations				
Labor Costs	B	$853,416.52	$915,979.04	$965,695.83
Vehicle Costs	C	$137,894.65	$141,532.31	$145,392.18
Other	D	$33,360.30	$34,026.09	$34,705.16
Depreciation	E	$245,561.52	$280,800.19	$288,544.94
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$854,692.29	$894,264.13	$923,112.56
Annual Cost of Operations		$2,124,925.28	$2,266,601.76	$2,357,450.67
Operating Ratio Profit	L	$197,397.43	$188,547.31	$196,066.84

Total Contractor's Payment		**$2,322,322.71**	**$2,455,149.07**	**$2,553,517.51**
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
Vehicle Costs	C	$27,578.94	$27,578.94	$0.00
Other	D	$6,017.34	$6,137.40	$6,259.86
Depreciation	E	$55,637.61	$63,621.74	$65,376.49
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$165,122.94	$172,636.51	$178,095.57
Annual Cost of Operations		$428,234.97	$459,861.67	$449,765.47
Operating Ratio Profit	L	$0.00	$0.00	$0.00
Total Contractor's Payment		**$428,234.97**	**$459,861.67**	**$449,765.47**
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	**AGREEMENT COST F**	**$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
Vehicle Costs	C	$355,438.36	$364,256.68	$373,548.11
Other	D	$65,651.35	$66,962.25	$68,299.33
Depreciation	E	$685,105.97	$783,420.32	$805,027.85
Interest	F	$0.00	$0.00	$0.00
Allocated Costs	K	$1,432,195.81	$1,499,307.35	$1,548,248.77
Annual Cost of Operations		$3,985,409.50	$4,263,916.53	$4,424,345.84
Operating Ratio Profit	L	$370,229.30	$354,693.99	$367,968.47
Total Contractor's Payment		**$4,355,638.80**	**$4,618,610.51**	**$4,792,314.31**
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

	Support	**Proposed at Current Dollars**	**Compensation**	**Compensation**

	Sched	FY 20/21	Year 1 FY 21/22	Year 2FY 22/23
Department 80 - Vehicle Maintenance				
Cost of Operations				
Labor Costs	B	$1,219,021.60	$1,307,913.22	$1,378,484.31
Vehicle Costs	C	$174,449.36	$179,190.19	$184,223.05
Other	D	$24,820.17	$25,312.45	$25,814.50
Depreciation	E	$16,829.29	$19,244.33	$19,775.11
Interest	F	$0.00	$0.00	$0.00
Annual Cost of Operations		$1,435,120.42	$1,531,660.20	$1,608,296.97
Total to be Allocated		**$1,435,120.42**	**$1,531,660.20**	**$1,608,296.97**

	Support Sched	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2FY 22/23
Department 90 - Container Maintenance				
Cost of Operations				
Labor Costs	B	$627,400.30	$647,351.99	$682,907.07
Vehicle Costs	C	$94,961.52	$98,390.54	$102,124.44
Other	D	$17,230.73	$17,574.11	$17,924.34
Depreciation	E	$15,374.50	$17,580.78	$18,065.67
Interest	F	$0.00	$0.00	$0.00
Annual Cost of Operations		$754,967.05	$780,897.43	$821,021.53
Total to be Allocated		**$754,967.05**	**$780,897.43**	**$821,021.53**
Department 00 - Administration				
Cost of Operations				
Labor Costs	B	$3,084,010.41	$3,161,850.64	$3,234,917.83
Vehicle Costs	C	$72,787.32	$77,445.69	$82,686.93
Other	D	$1,468,630.03	$1,593,937.48	$1,609,581.89
Depreciation	E	$28,937.16	$33,089.71	$34,002.36
Interest	F	$212,316.06	$198,643.18	$238,756.37
Annual Cost of Operations		$4,866,680.98	$5,064,966.71	$5,199,945.37
Total to be Allocated		**$4,866,680.98**	**$5,064,966.71**	**$5,199,945.37**

Totals
Depreciation 2,496,399

TABLE B - LABOR COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY **NEW AGREEMENT COST FORMS**

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 10 - Commercial FEL Refuse					
Regular Wages		$752,145.95		$782,231.79	$818,673.79
Overtime		$255,994.92		$266,234.72	$278,637.85
Holiday Worked		$54,010.18		$56,170.59	$58,787.42
Vac/Sick Payoff		$123,789.90		$128,741.50	$134,739.20
Payroll Taxes		$87,993.92		$91,513.68	$95,777.04
Workers' Comp Ins.	H	$32,288.37	N/A	$68,380.12	$70,431.53
Pension Benefits		$92,058.90		$106,757.38	$125,323.88
Health/Welfare	G	$338,917.01	N/A	$355,862.86	$373,656.00
Employee/Med Exams		$490.91		$510.55	$534.33
Total Department 10		**$1,737,690.06**		**$1,856,403.17**	**$1,956,561.05**
Department 20 - Commercial Roll-Offs Refuse					
Regular Wages		$276,633.68		$287,699.03	$301,102.12
Overtime		$67,321.06		$70,013.90	$73,275.66
Holiday Worked		$12,390.78		$12,886.41	$13,486.75
Vac/Sick Payoff		$27,295.64		$28,387.47	$29,709.96
Payroll Taxes		$29,940.77		$31,138.40	$32,589.05
Workers' Comp Ins.	H	$9,160.50	N/A	$29,436.88	$30,319.99
Pension Benefits		$22,106.68		$25,636.32	$30,094.81
Health/Welfare	G	$73,612.32	N/A	$77,292.94	$81,157.58
Employee/Med Exams				$0.00	$0.00
Total Department 20		**$518,461.43**		**$562,491.34**	**$591,735.92**
Department 30 - Residential Refuse Collection					
Regular Wages		$790,128.78		$821,733.93	$860,016.23
Overtime		$153,328.17		$159,461.30	$166,890.15
Holiday Worked		$58,923.89		$61,280.85	$64,135.75
Vac/Sick Payoff		$215,277.82		$223,888.93	$234,319.29
Payroll Taxes		$95,900.46		$99,736.48	$104,382.92
Workers' Comp Ins.	H	$38,260.51	N/A	$57,187.53	$58,903.16
Pension Benefits		$200,564.77		$232,587.72	$273,037.75
Health/Welfare	G	$841,664.37	N/A	$883,747.59	$927,934.97
Employee/Med Exams		$2,820.11		$2,932.91	$3,069.55
Total Department 30		**$2,396,868.88**		**$2,542,557.24**	**$2,692,689.78**

TABLE B - LABOR COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY **NEW AGREEMENT COST FORMS**

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 40 - Commercial / Industrial Recycling					
Regular Wages		$181,536.66		$188,798.13	$197,593.71
Overtime		$113,652.42		$118,198.52	$123,705.06
Holiday Worked		$15,151.59		$15,757.65	$16,491.76
Vac/Sick Payoff		$20,592.28		$21,415.97	$22,413.68
Payroll Taxes		$25,144.20		$26,149.97	$27,368.22
Workers' Comp Ins.	H	$7,397.47	N/A	$23,797.17	$24,511.09
Pension Benefits		$17,413.96		$20,194.34	$23,706.40
Health/Welfare	G	$62,113.08	N/A	$65,218.73	$68,479.67
Employee/Med Exams		$156.67		$162.94	$170.53

Total Department 40		**$443,158.33**		**$479,693.42**	**$504,440.11**
Department 50 - Residential Yard Waste & Commercial Food Scraps					
Regular Wages		$389,447.03		$405,024.91	$423,893.89
Overtime		$81,806.84		$85,079.11	$89,042.71
Holiday Worked		$25,154.57		$26,160.75	$27,379.51
Vac/Sick Payoff		$68,266.31		$70,996.96	$74,304.51
Payroll Taxes		$42,302.02		$43,994.10	$46,043.66
Workers' Comp Ins.	H	$12,491.49	N/A	$33,926.43	$34,944.22
Pension Benefits		$46,981.20		$54,482.40	$63,957.60
Health/Welfare	G	$186,862.61	N/A	$196,205.74	$206,016.03
Employee/Med Exams		$104.45		$108.63	$113.69
Total Department 50		**$853,416.52**		**$915,979.04**	**$965,695.83**
Department 59 - Commercial Food Scraps					
Regular Wages		$77,889.41		$81,004.99	$84,778.78
Overtime		$16,361.37		$17,015.82	$17,808.54
Holiday Worked		$5,030.92		$5,232.16	$5,475.91
Vac/Sick Payoff		$13,653.26		$14,199.39	$14,860.90
Payroll Taxes		$8,462.01		$8,800.49	$9,210.48
Workers' Comp Ins.	H	$5,532.72	N/A	$13,308.97	$13,708.24
Pension Benefits		$9,396.24		$10,896.48	$12,791.52
Health/Welfare	G	$37,531.32	N/A	$39,407.89	$41,378.28
Employee/Med Exams		$20.89		$20.89	$20.89
Total Department 59		**$173,878.14**		**$189,887.08**	**$200,033.55**
Department 70 - Multi-Family Recycling					
Regular Wages		$620,550.98		$645,373.02	$675,439.15
Overtime		$351,923.04		$365,999.96	$383,050.88
Holiday Worked		$52,113.50		$54,198.04	$56,722.98
Vac/Sick Payoff		$52,738.25		$54,847.78	$57,402.99
Payroll Taxes		$84,385.39		$87,760.81	$91,849.34
Workers' Comp Ins.	H	$27,228.39	N/A	$65,333.57	$67,293.58
Pension Benefits		$50,212.40		$58,229.51	$68,356.38
Health/Welfare	G	$207,223.70	N/A	$217,584.89	$228,464.13
Employee/Med Exams		$642.36		$642.36	$642.36
Total Department 70		**$1,447,018.01**		**$1,549,969.93**	**$1,629,221.77**

**Expenses for Departments 80, 90 and 00 are incorporated into Schedule K (Overhead) by Department*

TABLE B - LABOR COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY **NEW AGREEMENT COST FORMS**

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 80 - Vehicle Maintenance					
Regular Wages		$593,712.64		$616,471.30	$644,038.14
Overtime		$90,453.02		$93,920.34	$98,120.19
Holiday Worked		$35,687.53		$37,055.53	$38,712.55
Vac/Sick Payoff		$79,323.56		$82,364.25	$86,047.35
Payroll Taxes		$62,391.25		$64,782.88	$67,679.79
Workers' Comp Ins.	H	$23,178.32	N/A	$53,951.94	$55,570.50
Pension Benefits		$76,470.26		$88,679.80	$104,102.37
Health/Welfare	G	$257,643.12	N/A	$270,525.28	$284,051.54
Employee/Med Exams		$161.90		$161.90	$161.90
Total Department 80		**$1,219,021.60**		**$1,307,913.22**	**$1,378,484.31**
Department 90 - Container Maintenance					
Regular Wages		$305,690.81		$317,408.79	$331,602.41
Overtime		$34,731.88		$36,063.25	$37,675.90

Holiday Worked		$17,148.60		$17,805.95	$18,602.19
Vac/Sick Payoff		$42,428.05		$44,054.44	$46,024.42
Payroll Taxes		$31,534.13		$32,742.92	$34,207.09
Workers' Comp Ins.	H	$13,691.55	N/A	$3,709.61	$3,820.90
Pension Benefits		$39,543.66		$45,857.35	$53,832.55
Health/Welfare	G	$141,561.02	N/A	$148,639.07	$156,071.02
Employee/Med Exams		$1,070.60		$1,070.60	$1,070.60
Total Department 90		**$627,400.30**		**$647,351.99**	**$682,907.07**
Department 00 - Administration					
Regular Wages		$1,012,737.97	3.23%	$1,045,449.41	$1,079,217.42
Officers' Compensation		$1,017,062.54	2.15%	$1,038,956.85	$1,038,956.85
Overtime		$10,304.14	3.23%	$10,636.96	$10,980.54
Holiday Worked		$46,270.59	3.23%	$47,765.13	$49,307.94
Vac/Sick Payoff		$151,005.55	3.23%	$155,883.03	$160,918.05
Payroll Taxes		$148,586.35	3.23%	$153,385.69	$158,340.05
Workers' Comp Ins.	H	$28,287.31	N/A	$11,743.81	$12,096.12
Pension Benefits		$225,338.04	0.00%	$231,400.09	$235,148.84
Health/Welfare	G	$444,235.14	N/A	$466,446.90	$489,769.24
Employee/Med Exams		$182.78	0.00%	$182.78	$182.78
Total Department 00		**$3,084,010.41**		**$3,161,850.64**	**$3,234,917.83**

TABLE C - VEHICLE COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 10 - Commercial FEL Refuse					
Vehicle Costs					
Taxes and Licenses	C-1	$59,253.33	1.97%	$60,420.62	$61,610.91
Repairs & Maintenance	C-2	$96,865.21	1.97%	$98,773.45	$100,719.29
Gas & Oil (Diesel Costs)	C-3	$13,540.42	15.23%	$15,602.63	$17,978.91
Gas & Oil (RNG Costs)	C-3	$116,158.53	1.80%	$118,249.38	$120,377.87
Tires	C-4	$42,597.01	1.97%	$43,436.17	$44,291.86
Total Department 10		**$328,414.50**		**$336,482.26**	**$344,978.84**
Department 20 - Commercial Roll-Offs Refuse					
Vehicle Costs					
Taxes and Licenses	C-1	$20,747.97	1.97%	$21,156.71	$21,573.49
Repairs & Maintenance	C-2	$49,271.61	1.97%	$50,242.26	$51,232.03
Gas & Oil (Diesel Costs)	C-3	$6,022.59	15.23%	$6,939.83	$7,996.77
Gas & Oil (RNG Costs)	C-3	$39,959.19	1.80%	$40,678.46	$41,410.67
Tires	C-4	$18,945.53	1.97%	$19,318.76	$19,699.34
Total Department 20		**$134,946.89**		**$138,336.01**	**$141,912.30**
Department 30 - Residential Refuse Collection					
Vehicle Costs					
Taxes and Licenses	C-1	$74,328.30	1.97%	$75,792.57	$77,285.68
Repairs & Maintenance	C-2	$111,369.16	1.97%	$113,563.13	$115,800.33
Gas & Oil (Diesel Costs)	C-3	$18,060.83	15.23%	$20,811.49	$23,981.09
Gas & Oil (RNG Costs)	C-3	$116,547.76	1.80%	$118,645.62	$120,781.24
Tires	C-4	$56,816.36	1.97%	$57,935.64	$59,076.97
Total Department 30		**$377,122.41**		**$386,748.46**	**$396,925.31**
Department 40 - Commercial / Industrial Recycling					
Vehicle Costs					
Taxes and Licenses	C-1	$14,641.98	1.97%	$14,930.43	$15,224.56
Repairs & Maintenance	C-2	$45,299.69	1.97%	$46,192.09	$47,102.08
Gas & Oil (Diesel Costs)	C-3	$7,524.78	15.23%	$8,670.80	$9,991.37
Gas & Oil (RNG Costs)	C-3	$23,536.16	1.80%	$23,959.81	$24,391.09
Tires	C-4	$23,671.80	1.97%	$24,138.13	$24,613.66
Total Department 40		**$114,674.41**		**$117,891.27**	**$121,322.75**

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
Repairs & Maintenance	C-2	$43,124.80	1.97%	$43,974.36	$44,840.65
Gas & Oil (Diesel Costs)	C-3	$7,522.48	15.23%	$8,668.15	$9,988.31
Gas & Oil (RNG Costs)	C-3	$44,907.57	1.80%	$45,715.91	$46,538.79
Tires	C-4	$23,665.02	1.97%	$24,131.22	$24,606.61
Total Department 50		**$137,894.65**		**$141,532.31**	**$145,392.18**
Department 59 - Commercial Food Scraps					
Vehicle Costs					
Taxes and Licenses	C-1	$3,734.96	1.97%	$3,808.54	$3,883.57
Repairs & Maintenance	C-2	$8,624.96	1.97%	$8,794.87	$8,968.13

Gas & Oil (Diesel Costs)	C-3	$1,504.50	15.23%	$1,733.64	$1,997.67
Gas & Oil (RNG Costs)	C-3	$8,981.52	1.80%	$9,143.19	$9,307.76
Tires	C-4	$4,733.00	1.97%	$4,826.24	$4,921.32
Total Department 59		**$27,578.94**		**$28,306.47**	**$29,078.45**

Department 70 - Multi-Family Recycling

Vehicle Costs

Taxes and Licenses	C-1	$35,911.96	1.97%	$36,619.43	$37,340.83
Repairs & Maintenance	C-2	$157,394.13	1.97%	$160,494.79	$163,656.54
Gas & Oil (Diesel Costs)	C-3	$14,976.34	15.23%	$17,257.24	$19,885.51
Gas & Oil (RNG Costs)	C-3	$99,812.39	1.80%	$101,609.01	$103,437.98
Tires	C-4	$47,343.54	1.97%	$48,276.21	$49,227.25
Total Department 70		**$355,438.36**		**$364,256.68**	**$373,548.11**

TABLE C - VEHICLE COSTS BY DEPARTMENT

	Supporting Schedule	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23

Department 80 - Vehicle Maintenance

Vehicle Costs

Taxes and Licenses	C-1	$1,894.56	1.97%	$1,931.88	$1,969.94
Repairs & Maintenance	C-2	$161,762.74	1.97%	$164,949.47	$168,198.97
Gas & Oil	C-3	$9,835.46	15.23%	$11,333.40	$13,059.48
Tires	C-4	$956.60	1.97%	$975.45	$994.66
Total Department 80		**$174,449.36**		**$179,190.19**	**$184,223.05**

Department 90 - Container Maintenance

Vehicle Costs

Taxes and Licenses	C-1	$3,140.77	1.97%	$3,202.64	$3,265.74
Repairs & Maintenance	C-2	$80,069.01	1.97%	$81,646.37	$83,254.80
Gas & Oil	C-3	$11,751.74	15.23%	$13,541.53	$15,603.91
Tires	C-4		1.97%	$0.00	$0.00
Total Department 90		**$94,961.52**		**$98,390.54**	**$102,124.44**

Department 00 - Administration

Vehicle Costs

Taxes and Licenses	C-1	$8,265.36	1.97%	$8,428.19	$8,594.22
Repairs & Maintenance	C-2	$40,204.73	1.97%	$40,996.76	$41,804.40
Gas & Oil	C-3	$24,317.23	15.23%	$28,020.74	$32,288.30
Tires	C-4		1.97%	$0.00	$0.00
Total Department 00		**$72,787.32**		**$77,445.69**	**$82,686.93**

Taxes and Licenses	245,334	250,167
Repairs & Maintenance	809,628	825,577
Gas & Oil (Diesel Costs)	590,581	619,017
Gas & Oil (RNG Costs)		
Tires	223,038	227,432
	1,868,580	1,922,192
	1,868,580	1,922,192
	-	-

TABLE D - OTHER COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY

	Reconcil Adj	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 10 - Commercial FEL					
Other Costs					
Equipment Insurance		$49,286.23	N/A	$50,271.95	$51,277.39
Uniforms		$9,978.59	1.97%	$10,175.17	$10,375.62
Total Department 10	#	**$59,264.82**		**$60,447.12**	**$61,653.01**
Department 20 - Commercial Roll-Offs					
Other Costs					
Equipment Insurance		$26,236.99	N/A	$26,761.73	$27,296.96
Uniforms		$2,217.47	1.97%	$2,261.15	$2,305.70
Total Department 20	#	**$28,454.46**		**$29,022.88**	**$29,602.66**
Department 30 - Residential Collection					
Other Costs					
Equipment Insurance		$58,816.44	N/A	$59,992.77	$61,192.62
Uniforms		$11,776.83	1.97%	$12,008.83	$12,245.41
Total Department 30	#	**$70,593.27**		**$72,001.60**	**$73,438.03**
Department 40 - Commercial / Industrial Recycling					
Other Costs					
Equipment Insurance		$26,946.23	N/A	$27,485.15	$28,034.86
Uniforms		$2,217.47	1.97%	$2,261.15	$2,305.70
Total Department 40	#	**$29,163.70**		**$29,746.31**	**$30,340.56**
Department 50 - Yard Waste Recycling					
Other Costs					
Equipment Insurance		$28,631.13	N/A	$29,203.75	$29,787.83
Uniforms		$4,729.17	1.97%	$4,822.33	$4,917.33
Total Department 50	#	**$33,360.30**		**$34,026.09**	**$34,705.16**
Department 59 - Commercial Food Scraps					
Other Costs					
Equipment Insurance		$5,071.51	N/A	$5,172.94	$5,276.40
Uniforms		$945.83	1.97%	$964.46	$983.46
Total Department 59	#	**$6,017.34**		**$6,137.40**	**$6,259.86**
Department 70 - Multi-Family Recycling					
Other Costs					
Equipment Insurance		$58,572.47	N/A	$59,743.92	$60,938.80
Uniforms		$7,078.88	1.97%	$7,218.33	$7,360.54
Total Department 70	#	**$65,651.35**		**$66,962.25**	**$68,299.33**

TABLE D - OTHER COSTS BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

	City Adj	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Department 80 - Vehicle Maintenance					
Other Costs					
Equipment Insurance		$11,079.68	N/A	$11,301.27	$11,527.30
Uniforms		$13,740.49	1.97%	$14,011.18	$14,287.20
Total Department 80	**#**	**$24,820.17**		**$25,312.45**	**$25,814.50**
Department 90 - Container Maintenance					
Other Costs					
Equipment Insurance		$13,129.41	N/A	$13,392.00	$13,659.84
Uniforms		$4,101.32	1.97%	$4,182.12	$4,264.50
Total Department 90	**#**	**$17,230.73**		**$17,574.11**	**$17,924.34**
Department 00 - Administration					
Other Costs					
Temporary Help		$0.00	1.97%	$0.00	$0.00
Uniforms		$1,780.26	1.97%	$1,815.33	$1,851.09
Amortization Expense		$24,539.58	1.97%	$25,023.01	$25,515.96
Equipment Insurance		$12,536.96	N/A	$12,787.70	$13,043.45
Facilities Rental		$544,551.60	1.97%	$800,000.00	$800,000.00
Utilities		$32,991.35	1.97%	$33,641.28	$34,304.01
Telephone		$63,417.93	1.97%	$64,667.26	$65,941.21
Liab Insurance & Bonds		$250,832.13	N/A	$255,773.52	$260,812.26
Other Taxes/Licenses		$100,079.00	1.97%	$102,050.56	$104,060.95
Outside Accounting		$82,187.93	1.97%	$83,807.03	$85,458.03
Legal Services		$5,977.90	1.97%	$6,095.66	$6,215.75
Outside Consulting Svcs		$28,926.27	1.97%	$29,496.12	$30,077.19
Supplies		$38,622.09	1.97%	$39,382.95	$40,158.79
Equipment Rental		$16,562.84	1.97%	$16,889.13	$17,221.84
Postage		$9,596.09	1.97%	$9,785.13	$9,977.90
Printing Services		$14,040.75	1.97%	$14,317.35	$14,599.40
Training/Safety Program		$33,014.09	1.97%	$33,664.47	$34,327.66
Advertising/Promotion		$2,839.78	1.97%	$2,895.72	$2,952.77
Dues/Subscriptions		$3,226.70	1.97%	$3,290.27	$3,355.08
Bank Fees		$124,757.27	1.97%	$58,554.99	$59,708.52
(Gain) or Loss on Sale of Assets		$78,149.51	N/A	$0.00	$0.00
(Gain) or Loss on Warranty Carts			N/A	$0.00	$0.00
(Gain) or Loss on Sale of Bonds			N/A	$0.00	$0.00
Total Department 00	**#**	**$1,468,630.03**		**$1,593,937.48**	**$1,609,581.89**

TABLE E - DEPRECIATION EXPENSE BY DEPARTMENT

Department	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	$593,334.69	$678,479.64	$697,192.80
20 - Commercial Roll-Off	$188,588.33	$215,651.21	$221,599.09
30 - Residential Collection	$720,335.10	$823,704.91	$846,423.54
40 - Commercial Recycling	$2,332.83	$2,667.60	$2,741.17
50 - Yard Waste Recycling	$245,561.52	$280,800.19	$288,544.94
59 - Commercial Food Scraps	$55,637.61	$63,621.74	$65,376.49
70 - Multi-Family Recycling	$685,105.97	$783,420.32	$805,027.85
80 - Vehicle Maintenance	$16,829.29	$19,244.33	$19,775.11
90 - Container Maintenance	$15,374.50	$17,580.78	$18,065.67
00 - Administration	$28,937.16	$33,089.71	$34,002.36
Total	**$2,552,037.00**	**$2,918,260.43**	**$2,998,749.03**

Additions	1 FY21/22	2 FY22/23
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	-
1B MF Yard Trim - Containers	493,205	-
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	-
3 Bulky & Reuse - Bins	-	
6 Technical Assistance	100,000	
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
Existing Depts Additions - Office Equip	20,000	100,400
Existing Depts Additions -Containers	294,600	1,665,510

10 Year Life	Life	1 FY21/22	2 FY22/23
Existing Assets Purchased Before 6/30/2021	various	2,641,131	2,352,827
Existing Depts Additions -Trucks	10	245,670	437,871
Existing Depts Additions - Office Equip	10	2,000	12,040
Existing Depts Additions -Containers	10	29,460	196,011
Total Depreciation -Existing		**2,918,260**	**2,998,749**
1A MF Food Scraps - Trucks	10	23,750	47,500
1A MF Food Scraps - Trucks	10	-	24,463
1A MF Food Scraps - Trucks	10		
1A MF Food Scraps - Containers	10	10,067	20,133
1A MF Food Scraps - Containers	10		8,843
Total 1A MF Scraps		**33,817**	**100,939**
1B MF Yard Trim - Trucks	10	23,750	47,500
1B MF Yard Trim - Trucks	10		
1B MF Yard Trim - Containers	10	24,660	49,320
Total MF Yard Trim		**48,410**	**96,820**
2A Expanded Comm Organics - Trucks	10	-	-
2A Expanded Comm Organics - Trucks	10		48,925
2A Expanded Comm Organics - Trucks	10		
2A Expanded Comm Organics - Trucks	10		
2A Expanded Comm Organics - Containers	10	-	5,171
Total 2A Expanded Comm Organics		**-**	**54,096**
3 Bulky & Reuse -Trucks	7	-	-
3 Bulky & Reuse - Bins	10	-	-
3 Bulky & Reuse		**-**	**-**
6 Technical Assistance	**5**	**20,000**	**20,000**
7 1383	**7**	**12,857**	**12,857**
Fueling Station	15	133,318	133,318
Fueling Station Electric Bridge	15	6,887	6,887
10 Fueling Station		**140,204**	**140,204**
TOTAL DEPRECIATION		**3,173,549**	**3,423,665**

TABLE F - INTEREST EXPENSE ALLOCATION BY DEPARTMENT

	Proposed at Current Dollars FY 20/21	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
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 Recycling	$0.00	$0.00	
50 - Yard Waste Recycling	$0.00	$0.00	
70 - Multi-Family / Curbside Recycling	$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
1A MF Food Scraps	$0.00	$34,144.90	$42,139.34
1B 2B 5 Yard Trimmings	$0.00	$32,192.80	$28,804.09
2A Comm Expanded Organics	$0.00	$0.00	$52,623.69
3 4 MF Bulky and Reuse	$0.00	$0.00	$0.00
6 Technical Assistance		$3,325.00	$2,975.00
7 1383		$2,992.50	$2,677.50
10 Fueling Station		$69,926.92	$62,566.20
Net Interest Expense	**$212,316.06**	**$341,225.31**	**$430,542.18**

Interest Rate	5.0%	
Contract Year	1	2
	FY21/22	FY22/23
Loan Principal Balance, Beg.	3,040,393	-
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	
1B MF Yard Trim - Containers	493,205	
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	
3 Bulky & Reuse - Bins	-	
6 Technical Assistance	100,000	
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
Existing Depts Additions -Containers	294,600	1,665,510
Existing Depts Additions - Office Equip	20,000	100,400
Loan Payment (= to Depr)	3,173,549	3,423,665
Principal Estimate	2,832,324	2,993,123
Loan Principal Balance, End	6,916,971	9,308,082
Interest Rate	3.5%	3.5%
Estimated Interest	**341,225**	**430,542**
Interest Allocations		
Existing operations	198,643	238,756
1A MF Food Scraps	34,145	42,139
1B Yard Trims	32,193	28,804
2A Expanded Organics	-	52,624
3 Bulky and Reuse	-	-
6 Technical Assistance	3,325	2,975
7 1383	2,993	2,678
10 Fueling Station	69,927	62,566
Total Interest	341,225	430,542
Expected inflation cost of equipment	3.0%	
Life of Container	10	

	1	2
	Used to estimate allocation of interest to new programs	
1A	475,000	427,500
		489,250
	201,333	181,200
		176,853
1B	475,000	427,500
	493,205	443,884
2A	-	-
		978,500
	-	-
		51,710
3	-	-
	-	-
6	100,000	90,000
7	90,000	81,000
10	1,999,763	1,799,787
	103,302	92,972

Asset Replacement Schedule

Contract Year	1	2
	FY21/22	FY22/23
Loan Principal Balance, Beg.	3,040,393	4,999,294
1A MF Food Scraps - Trucks	475,000	489,250
1A MF Food Scraps - Containers	201,333	176,853
1B MF Yard Trim - Trucks	475,000	
1B MF Yard Trim - Containers	493,205	
2A Expanded Comm Organics - Trucks	-	978,500
2A Expanded Comm Organics - Containers	-	51,710
3 Bulky & Reuse -Trucks	-	
3 Bulky & Reuse - Bins	-	
6 Technical Assistance	100,000	
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
Existing Depts Additions -Containers	294,600	1,665,510
Existing Depts Additions - Office Equip	20,000	100,400
Expected inflation cost of equipment	3.0%	
Life of Container	10	

Expected Cost of Truck Per Unit

Front Loader Cost	475,000	489,250
Front Loader Cost - Electric		
Automated Side Loader	550,000	566,500
Automated Side Loader - Electric		
Rolloff	350,000	360,500
Rolloff - Electric		
Forklift	97,010	99,920
Stake Bed	76,000	78,280
Flatbed Boom Truck	256,698	264,399
Service Truck	110,000	113,300
Pickups	45,000	46,350

158/458 - Frontloader (12 yr replacement)		
101/401 - Frontloader (12 yr replacement)		
103 - Frontloader (12 yr replacement)		
105 - Frontloader (12 yr replacement)		
106 - Frontloader (12 yr replacement)		
109 - Frontloader (12 yr replacement)		
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)		

Asset Replacement Schedule

Contract Year	1 FY21/22	2 FY22/23
202 -Rolloff (12 yr replacement)		
203 -Rolloff (12 yr replacement)		
204 -Rolloff (12 yr replacement)		
301 (12 yr replacement)		
306 - (Spare) no replacement scheduled		
320 (12 yr replacement)		
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)		
503 (12 yr replacement)		
504 (12 yr replacement)		
505 (12 yr replacement)		
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)		
707 (10 yr replacement)		
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**
TOTAL TRUCKS W/ NEW PROGRAMS	**3,496,698**	**3,389,761**
Garbage Trucks	6	6
Other Trucks	-	3
Total Trucks	6	9
Containers - maintain existing		

Asset Replacement Schedule

Contract Year	1	2
	FY21/22	FY22/23
Dept 10	25,000	$25,750
Dept 20	35,000	36,050
Dept 30	32,000	32,960
Dept 40	-	
Dept 50	-	-
Dept 50 - MF/Commercial		
Dept 59	25,000	25,750
Dept 59 - 2A		
Relabel bins Dept 10, 40, and 59	177,600	
Replace yard waste carts		1,545,000
Replace split carts (department 70)		
FoodCycle split carts		
Total Containers	**294,600**	**1,665,510**
Office equipment	**20,000**	**100,400**

TABLE G - HEALTH & WELFARE EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALTY NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	$338,917.01	5%	$355,862.86	$373,656.00
20 - Commercial Roll-Off	$73,612.32	5%	$77,292.94	$81,157.58
30 - Residential Collection	$841,664.37	5%	$883,747.59	$927,934.97
40 - Commercial Recycling	$62,113.08	5%	$65,218.73	$68,479.67
50 - Yard Waste Recycling	$186,862.61	5%	$196,205.74	$206,016.03
59 - Commercial Food Scraps	$37,531.32	5%	$39,407.89	$41,378.28
70 - Multi-Family Recycling	$207,223.70	5%	$217,584.89	$228,464.13
80 - Vehicle Maintenance	$257,643.12	5%	$270,525.28	$284,051.54
90 - Container Maintenance	$141,561.02	5%	$148,639.07	$156,071.02
00 - Administration	$444,235.14	5%	$466,446.90	$489,769.24
Total	**$2,591,363.69**		**$2,720,931.87**	**$2,856,978.47**

**Expenses are incorporated into Schedule B by Department*

TABLE H - WORKERS COMPENSATION EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Index	Revised W/C per Insurance Company FY20/21	Adjustment	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	$32,288.37	3%	$66,388.47		$68,380.12	$70,431.53
20 - Commercial Roll-Off	$9,160.50	3%	$28,579.50		$29,436.88	$30,319.99
30 - Residential Collection	$38,260.51	3%	$55,521.88		$57,187.53	$58,903.16
40 - Commercial Recycling	$7,397.47	3%	$23,104.05		$23,797.17	$24,511.09
50 - Yard Waste Recycling	$12,491.49	3%	$32,938.28		$33,926.43	$34,944.22
59 - Commercial Food Scraps	$5,532.72	3%	$12,921.33		$13,308.97	$13,708.24
70 - Multi-Family Recycling	$27,228.39	3%	$63,430.65		$65,333.57	$67,293.58
80 - Vehicle Maintenance	$23,178.32	3%	$52,380.52		$53,951.94	$55,570.50
90 - Container Maintenance	$13,691.55	3%	$3,601.57		$3,709.61	$3,820.90
00 - Administration	$28,287.31	3%	$11,401.76		$11,743.81	$12,096.12
Total	**$197,516.63**		**$350,268.00**	**$ -**	**$360,776.04**	**$371,599.32**

**Expenses are incorporated into Schedule B by Department*

Quote for FY20/21 from Alaska Insurance

Class Code	Estimated Annual Payroll 4/1/2020 - 4/1/2021	Rate	Premium	Net Rate	Net Premium
	Location 001	SSWR			
8742					
8810	$1,518,696	0.36	$5,467	0.24	$3,587
9403	$6,364,084	10.36	$659,319	5.45	$346,681
9424					
	$7,882,780	**SUB TOTAL**	$664,786		$350,268
Waiver of Subrogation	Percentage of Premium	2%	$13,296		

	SUB TOTAL	**$678,082**	
Experience Modification	76%	**($162,740)**	
Modified Std Premium		**$515,342**	Expense Constant & CA Fees Not Included in Net Rates
Schedule Credit or Debit	-35.00%	**$334,973**	
Premium Discount		**$0**	
Discounted Premium		**$334,973**	
Expense Constant			$0.00
TRIA Act of 2002	0.05%	$3,705	
Total Estimated Premium		**$338,677**	
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%	$1,635	
CA OSHA Assessment	0.39%	$1,327	
CA LECF Assessment	0.38%	$1,291	
	TOTAL	**$350,268**	$350,268

TABLE I - VEHICLE INSURANCE EXPENSE BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

Department	Proposed at Current Dollars FY 20/21	Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
10 - Commercial FEL	$49,286.23	2%	$50,271.95	$51,277.39
20 - Commercial Roll-Off	$26,236.99	2%	$26,761.73	$27,296.96
30 - Residential Collection	$58,816.44	2%	$59,992.77	$61,192.62
40 - Commercial Recycling	$26,946.23	2%	$27,485.15	$28,034.86
50 - Yard Waste Recycling	$28,631.13	2%	$29,203.75	$29,787.83
59 - Commercial Food Scraps	$5,071.51	2%	$5,172.94	$5,276.40
70 - Multi-Family Recycling	$58,572.47	2%	$59,743.92	$60,938.80
80 - Vehicle Maintenance	$11,079.68	2%	$11,301.27	$11,527.30
90 - Container Maintenance	$13,129.41	2%	$13,392.00	$13,659.84
00 - Administration	$12,536.96	2%	$12,787.70	$13,043.45
Total	**$290,307.05**		**$296,113.19**	**$302,035.45**

**Expenses are incorporated into Schedule D by Department*

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
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
Total	**$250,832.13**	**$255,773.52**	**$260,812.26**

**Expenses are incorporated into Schedule D by Department*

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
Department 80 - Vehicle Maintenance	**$1,435,120.42**	**$1,531,660.20**	**$1,608,296.97**
Basis of Allocation - Number of Trucks			
10 - Commercial FEL	9.00	19.15%	19.15%
20 - Commercial Roll-Off	4.00	8.51%	8.51%
30 - Residential Collection	11.00	23.40%	23.40%
40 - Commercial & Industrial Recycling	5.00	10.64%	10.64%
50 - Yard Waste Recycling	6.00	12.77%	12.77%
59 - Commercial Food Scraps	1.00	2.13%	2.13%
70 - Multi-Family Recycling	11.00	23.40%	23.40%
Total Trucks	**47.00**	**100.00%**	**100.00%**
Cost Allocated to Each Department			
10 - Commercial FEL	$274,810.29	$293,296.63	$307,971.76
20 - Commercial Roll-Off	$122,137.91	$130,354.06	$136,876.34
30 - Residential Collection	$335,879.25	$358,473.66	$376,409.93
40 - Commercial & Industrial Recycling	$152,672.39	$162,942.57	$171,095.42
50 - Yard Waste Recycling	$183,206.86	$195,531.09	$205,314.51
59 - Commercial Food Scraps	$30,534.48	$32,588.51	$34,219.08
70 - Multi-Family Recycling	$335,879.25	$358,473.66	$376,409.93
Total Vehicle Maintenance Costs	**$1,435,120.42**	**$1,531,660.20**	**$1,608,296.97**
Department 90 - Container Maintenance	**$754,967.05**	**$780,897.43**	**$821,021.53**
Basis of Allocation - Maintenance/Delivery Time (Hours)			
10 - Commercial FEL	302,663.73	40.09%	40.09%
20 - Commercial Roll-Off	22,607.52	2.99%	2.99%
30 - Residential Collection	214,635.67	28.43%	28.43%
40 - Commercial & Industrial Recycling	170,381.20	22.57%	22.57%
50 - Yard Waste Recycling	17,361.64	2.30%	2.30%
59 - Commercial Food Scraps	3,763.71	0.50%	0.50%
70 - Multi-Family Recycling	23,553.55	3.12%	3.12%
Total Time	**754,967.02**	**100.00%**	**100.00%**
Cost Allocated to Each Department			
10 - Commercial FEL	$302,663.74	$313,059.14	$329,144.76
20 - Commercial Roll-Off	$22,607.52	$23,384.01	$24,585.53
30 - Residential Collection	$214,635.68	$222,007.63	$233,414.84
40 - Commercial & Industrial Recycling	$170,381.21	$176,233.18	$185,288.40
50 - Yard Waste Recycling	$17,361.64	$17,957.95	$18,880.67
59 - Commercial Food Scraps	$3,763.71	$3,892.98	$4,093.01
70 - Multi-Family Recycling	$23,553.55	$24,362.53	$25,614.33
Total Container Maintenance Costs	**$754,967.05**	**$780,897.42**	**$821,021.53**

TABLE K - OVERHEAD ALLOCATION BY DEPARTMENT

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	Proposed at Current Dollars	Compensation	Compensation

	FY 20/21	Year 1 FY 21/22	Year 2 FY 22/23
Department 00 - Administration	**$4,866,680.98**	**$5,064,966.71**	**$5,199,945.37**
Basis of Allocation - # of Employees			
10 - Commercial FEL	9.00	24%	24%
20 - Commercial Roll-Off	3.00	8%	8%
30 - Residential Collection	9.00	24%	24%
40 - Commercial & Industrial Recycling	2.00	5%	5%
50 - Yard Waste Recycling	5.00	13%	13%
59 - Commercial Food Scraps	1.00	3%	3%
70 - Multi-Family Recycling	8.20	22%	22%
Total Headcount	**37**	**100%**	**100%**
Costs Allocated to Each Department			
10 - Commercial FEL	$1,177,422.82	$1,225,395.17	$1,258,051.30
20 - Commercial Roll-Off	$392,474.27	$408,465.06	$419,350.43
30 - Residential Collection	$1,177,422.82	$1,225,395.17	$1,258,051.30
40 - Commercial & Industrial Recycling	$261,649.52	$272,310.04	$279,566.96
50 - Yard Waste Recycling	$654,123.79	$680,775.10	$698,917.39
59 - Commercial Food Scraps	$130,824.76	$136,155.02	$139,783.48
70 - Multi-Family Recycling	$1,072,763.01	$1,116,471.16	$1,146,224.52
Total Administration Costs	**$4,866,680.98**	**$5,064,966.71**	**$5,199,945.37**

TABLE L - PROFIT 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
Total Profits to be Allocated	**$1,754,505.09**	**$1,674,848.94**	**$1,740,305.38**
Basis of Allocation - Total Operating Costs			
10 - Commercial FEL	$4,473,600.92	$4,763,563.14	$4,955,553.52
20 - Commercial Roll-Off	$1,407,670.81	$1,507,704.57	$1,565,662.27
30 - Residential Collection	$5,292,857.40	$5,630,888.68	$5,877,352.73
40 - Commercial & Industrial Recycling	$1,174,032.38	$1,241,484.39	$1,294,795.36
50 - Yard Waste Recycling	$2,124,925.28	$2,266,601.76	$2,357,450.67
59 - Commercial Food Scraps	$428,234.97	$459,861.67	$449,765.47
70 - Multi-Family Recycling	$3,985,409.50	$4,263,916.53	$4,424,345.84
Total Operating Expense	**$18,886,731.27**	**$20,134,020.74**	**$20,924,925.88**
10 - Commercial FEL	23.69%	23.66%	23.68%
20 - Commercial Roll-Off	7.45%	7.49%	7.48%
30 - Residential Collection	28.02%	27.97%	28.09%
40 - Commercial & Industrial Recycling	6.22%	6.17%	6.19%
50 - Yard Waste Recycling	11.25%	11.26%	11.27%
59 - Commercial Food Scraps	2.27%	2.28%	2.15%
70 - Multi-Family Recycling	21.10%	21.18%	21.14%
Percent of Total Operating Expense	**100.00%**	**100.00%**	**100.00%**
Profit Allocated to Each Department			
10 - Commercial FEL	$415,580.41	$396,257.10	$412,148.48
20 - Commercial Roll-Off	$130,767.23	$125,418.44	$130,214.58
30 - Residential Collection	$491,686.21	$468,405.59	$488,813.61
40 - Commercial & Industrial Recycling	$109,063.12	$103,272.90	$107,686.85
50 - Yard Waste Recycling	$197,397.43	$188,547.31	$196,066.84
59 - Commercial Food Scraps	$39,781.39	$38,253.60	$37,406.55
70 - Multi-Family Recycling	$370,229.30	$354,693.99	$367,968.47
Total Profit Allocated	**$1,754,505.09**	**$1,674,848.94**	**$1,740,305.38**

SPECIALTY SOLID WASTE AND RECYCLING FY21/22

CITY OF SUNNYVALE-SPECIALITY 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	Mult-Family Food Scraps	3	3	0	3	1	1 year1, 2 year2, 3 year3
1B	Yard Trimmings	2	2	0	2	0	1 year1, 2 year 3
2A	Commercial Expanded Organics	2	2	0	2	1	1 year2, 2 year3
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	

Notes: Update as appropriate.

In Dept 20, the number of routes varies according to season, weather, and state of the economy.

In Dept 50, one of the routes runs only 4 days per week.

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.

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.

In Dept 30, as requested by the City, we have reduced one route, one driver and one truck, starting in FY1415.

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.

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.

In Dept 70, Route 708 Residential Curbside Recycling to begin March 2020.

SPECIALTY SOLID WASTE AND RECYCLING
OPERATING STATISTICS - FY 21/22

CITY OF SUNNYVALE-SPECIALITY NEW AGREEMENT COST FORMS

	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
COMMERCIAL														
Dept 10 - F/L Refuse														
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
Dept 20 - R/O Refuse														
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
Refuse Subtotal	**6,273.64**	**5,772.41**	**5,995.51**	**6,026.21**	**5,752.30**	**6,262.07**	**5,759.66**	**5,468.93**	**6,278.88**	**6,006.10**	**5,772.41**	**5,995.51**	**71,363.64**	
Dept 40 - Cardboard														
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
Dept 70 - W/O Paper														
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
Dept 70 - Multi-Family														
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
Recycling Subtotal	**509.40**	**468.96**	**486.89**	**487.25**	**468.96**	**508.78**	**465.36**	**444.03**	**511.82**	**487.25**	**468.96**	**486.89**	**5,794.56**	
Commercial Tons	**6,783.04**	**6,241.38**	**6,482.40**	**6,513.46**	**6,221.26**	**6,770.85**	**6,225.01**	**5,912.96**	**6,790.70**	**6,493.35**	**6,241.38**	**6,482.40**	**77,158.20**	
Diversion	**7.51%**	**7.51%**	**7.51%**	**7.48%**	**7.54%**	**7.51%**	**7.48%**	**7.51%**	**7.54%**	**7.50%**	**7.51%**	**7.51%**	**7.51%**	
RESIDENTIAL														
Dept 30 - Res Refuse														
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
Refuse Subtotal	**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**	
Dept 50 - Yard Waste														
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
Dept 70 - Curbside														
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
Participation	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	**81.35%**	
Mixed Tons	674.09	618.11	649.12	643.99	619.64	677.67	615.44	588.54	680.22	643.99	619.64	649.12	7,679.57	4.92
Curbside Tons	**674.09**	**618.11**	**649.12**	**643.99**	**619.64**	**677.67**	**615.44**	**588.54**	**680.22**	**643.99**	**619.64**	**649.12**	**7,679.57**	4.92
Recycling Subtotal	**2,166.60**	**1,985.82**	**2,082.20**	**2,069.47**	**1,987.34**	**2,175.60**	**1,976.08**	**1,888.93**	**2,180.62**	**2,069.47**	**1,987.34**	**2,082.20**	**24,651.67**	
Residential Tons	**3,977.07**	**3,652.62**	**3,830.49**	**3,799.01**	**3,654.15**	**3,998.30**	**3,631.20**	**3,471.89**	**4,012.75**	**3,799.01**	**3,654.15**	**3,830.49**	**45,311.14**	
Diversion	**54.48%**	**54.37%**	**54.36%**	**54.47%**	**54.39%**	**54.41%**	**54.42%**	**54.41%**	**54.34%**	**54.47%**	**54.39%**	**54.36%**	**54.41%**	
Total Tons	**10,760.12**	**9,894.00**	**10,312.89**	**10,312.47**	**9,875.41**	**10,769.15**	**9,856.22**	**9,384.85**	**10,803.45**	**10,292.36**	**9,895.53**	**10,312.89**	**122,469.34**	
Recycling Tons	**2,676.00**	**2,454.78**	**2,569.09**	**2,556.72**	**2,456.31**	**2,684.38**	**2,441.43**	**2,332.96**	**2,692.44**	**2,556.72**	**2,456.31**	**2,569.09**	**30,446.23**	
Diversion	**24.87%**	**24.81%**	**24.91%**	**24.79%**	**24.87%**	**24.93%**	**24.77%**	**24.86%**	**24.92%**	**24.84%**	**24.82%**	**24.91%**	**24.86%**	

*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 Year 1 FY 21/22	Compensation Year 2 FY 22/23
	Assumed Collected Tons			
Multi-Family Food Scraps				
Cost of Operations				
	Regular Wages	0.00%	$63,994.67	$167,440.00
	Overtime	0.00%	$0.00	$0.00
	Holiday Worked	0.00%	$2,953.60	$7,728.00
	Vac/Sick Payoff	0.00%	$5,414.93	$14,168.00
	Payroll Taxes	0.00%	$5,535.78	$14,484.20
	Workers' Comp Ins.	3%	$4,309.04	$11,095.78
	Pension Benefits	0.00%	$9,568.00	$28,080.00
	Health/Welfare	5%	$25,424.99	$66,740.61
	Employee/Med Exams	0.00%	$166.67	$416.67
Labor Costs			**$117,367.69**	**$310,153.26**
				264%
	Taxes and Licenses	1.97%	$6,789.42	$18,791.46
	Repairs & Maintenance	1.97%	$5,541.67	$16,145.25
	Gas & Oil (Diesel Costs)	15.23%	$0.00	$0.00
	Gas & Oil (RNG Costs)	1.80%	$6,374.08	$18,035.31
	Tires	1.97%	$2,820.42	$7,806.23
Vehicle Costs			**$21,525.58**	**$60,778.25**
	Equipment Insurance	2.00%	$2,811.67	$8,194.00
	Uniforms	1.97%	$917.33	$2,338.51
Other			**$3,729.00**	**$10,532.51**
Depreciation			**$33,816.67**	**$100,938.51**
Interest (Exclude Overhead)			**$34,144.90**	**$42,139.34**
	80 - Vehicle Maintenance		$0.00	$0.00
	90 - Container Maintenance		$0.00	$0.00
	00 - Administration		$0.00	$0.00
Allocated Costs			**$0.00**	**$0.00**
Annual Cost of Operations			**$210,583.83**	**$524,541.86**
Operating Ratio Profit (exclude interest)		**0.9225**	**$14,822.78**	**$40,527.04**
Additional Annual Cost of Operations			**$225,406.62**	**$565,068.90**

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 Year 1 FY 21/22	Compensation Year 2 FY 22/23
	Assumed Collected Tons			
Multi-Family Yard Trimmings				
Cost of Operations				
	Regular Wages	0.00%	$55,995.33	$100,464.00
	Overtime	0.00%	$0.00	$0.00
	Holiday Worked	0.00%	$2,584.40	$4,636.80
	Vac/Sick Payoff	0.00%	$4,738.07	$8,500.80
	Payroll Taxes	0.00%	$4,843.81	$8,690.52
	Workers' Comp Ins.	3.00%	$3,770.41	$6,657.47
	Pension Benefits	0.00%	$8,372.00	$16,848.00
	Health/Welfare	5.00%	$22,246.87	$40,044.37
	Employee/Med Exams	0.00%	$145.83	$250.00
Labor Costs			**$102,696.72**	**$186,091.95**
	Taxes and Licenses	1.97%	$6,789.42	$11,868.29
	Repairs & Maintenance	1.97%	$5,541.67	$9,687.15
	Gas & Oil (Diesel Costs)	15.23%	$0.00	$0.00
	Gas & Oil (RNG Costs)	1.80%	$6,374.08	$11,123.69
	Tires	1.97%	$2,820.42	$4,930.25
Vehicle Costs			**$21,525.58**	**$37,609.37**
	Equipment Insurance	2.00%	$2,811.67	$4,916.40
	Uniforms	1.97%	$802.67	$1,403.11
Other			**$3,614.33**	**$6,319.51**
Depreciation			**$48,410.23**	**$96,820.47**
Interest (Exclude Overhead)			**$32,192.80**	**$28,804.09**
	80 - Vehicle Maintenance		$0.00	$0.00
	90 - Container Maintenance		$0.00	$0.00
	00 - Administration		$0.00	$0.00
Allocated Costs			**$0.00**	**$0.00**
Annual Cost of Operations			**$208,439.68**	**$355,645.39**
Operating Ratio Profit (exclude interest)		**0.9225**	**$14,806.65**	**$27,458.21**
Additional Annual Cost of Operations			**$223,246.33**	**$383,103.60**

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
		Assumed Tonnage		
Expanded Commercial Food Scraps Program				
Cost of Operations				
	Regular Wages	0.00%	$0.00	$66,976.00
	Overtime	0.00%	$0.00	$0.00
	Holiday Worked	0.00%	$0.00	$3,091.20
	Vac/Sick Payoff	0.00%	$0.00	$5,667.20
	Payroll Taxes	0.00%	$0.00	$5,793.68
	Workers' Comp Ins.	3.00%	$0.00	$4,438.31
	Pension Benefits	0.00%	$0.00	$11,232.00
	Health/Welfare	5.00%	$0.00	$26,696.24
	Employee/Med Exams	0.00%	$0.00	$166.67
Labor Costs			**$0.00**	**$124,061.30**
	Taxes and Licenses	1.97%	$0.00	$12,217.71
	Repairs & Maintenance	1.97%	$0.00	$11,640.73
	Gas & Oil (Diesel Costs)	15.23%	$0.00	$0.00
	Gas & Oil (RNG Costs)	1.80%	$0.00	$7,284.67
	Tires	1.97%	$0.00	$3,286.83
Vehicle Costs			**$0.00**	**$34,429.93**
	Equipment Insurance	2.00%	-	5,735.80
	Uniforms	1.97%	$0.00	935.4048
Other			**$0.00**	**$6,671.20**
Depreciation			**$0.00**	**$54,095.99**
Interest (Exclude Overhead)			**$0.00**	**$52,623.69**
	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**
Operating Ratio Profit (exclude interest)		**0.9225**	**$0.00**	**$18,420.08**

Additional Annual Cost of Operations	**$0.00**	**$290,302.20**

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		Index	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23	
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**	
	Taxes and Licenses				
	Repairs & Maintenance	1.97%	$ 125,578	$ 141,578	
	Gas & Oil (Diesel Costs)				
	Gas & Oil (RNG Costs)				
	Tires				
Vehicle Costs			**$125,577.50**	**$141,577.50**	
	Equipment Insurance				
	Uniforms				
	Subcontractor	0.00%	$60,000.00	$60,000.00	**SCS subcontractor**
Other			**$60,000.00**	**$60,000.00**	
Depreciation			**$20,000.00**	**$20,000.00**	**Soft-Pak & RouteSmart**
Interest (Exclude Overhead)			**$3,325.00**	**$2,975.00**	
	80 - Vehicle Maintenance		$0.00	$0.00	
	90 - Container Maintenance		$0.00	$0.00	
	00 - Administration		$0.00	$0.00	
Allocated Costs			**$0.00**	**$0.00**	
Annual Cost of Operations			**$208,902.50**	**$224,552.50**	
Operating Ratio Profit (exclude interest)		**0.9225**	**$17,270.74**	**$18,614.91**	
Additional Annual Cost of Operations			**$226,173.24**	**$243,167.41**	

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
Annual maintance of Soft-Pak	$ -	$ -
Annual map update RouteSmart	-	5,000
Annual maintance of RouteSmart	-	11,000
1st Year 20,000 Shopping Totes	50,578	50,578
Truck tablets - $5K per truck X 45 trucks	75,000	75,000
	$ 125,578	$ 141,578

City of Sunnyvale - Add-on Services Proposal Form
7 Other 1383 Requirements
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		Index	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
Other 1383 Requirements					
Cost of Operations					
	Regular Wages	0.00%		$155,848.56	$160,524.02
	Overtime	0.00%		$0.00	$0.00
	Holiday Worked	0.00%		$7,193.01	$7,408.80
	Vac/Sick Payoff	0.00%		$13,187.19	$13,582.80
	Payroll Taxes	0.00%		$13,481.50	$13,885.94
	Workers' Comp Ins.	3%		$12,550.60	$12,927.12
	Pension Benefits	0.00%		$15,584.86	$16,052.40
	Health/Welfare	5%		$76,274.98	$80,088.73
	Employee/Med Exams	0.00%		$500.00	$500.00
Labor Costs			**$0.00**	**$294,620.69**	**$304,969.81**
	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%			
Vehicle Costs			**$0.00**	**$0.00**	**$0.00**
	Equipment Insurance	2%			
	Uniforms	1.97%			
	Subcontractor				
Other			**$0.00**	**$0.00**	**$0.00**
Depreciation			**$0.00**	**$12,857.14**	**$12,857.14**
Interest (Exclude Overhead)			**$0.00**	**$2,992.50**	**$2,677.50**
	80 - Vehicle Maintenance		$0.00	$0.00	$0.00
	90 - Container Maintenance		$0.00	$0.00	$0.00
	00 - Administration		$0.00	$20,500.00	$20,903.85
Allocated Costs			**$0.00**	**$20,500.00**	**$20,903.85**
Annual Cost of Operations			**$0.00**	**$330,970.34**	**$341,408.31**
Operating Ratio Profit (exclude interest)		**0.9225**	**$0.00**	**$27,553.69**	**$28,457.06**
Additional Annual Cost of Operations			**$0.00**	**$358,524.03**	**$369,865.37**

ALLOCATED DEPARTMENTAL SUMMARY

CITY OF SUNNYVALE-SPECIALITY
NEW AGREEMENT COST FORMS

	Compensation Year 1 FY 21/22	Compensation Year 1 FY 21/22	Compensation Year 2 FY 22/23
	-	-	
Department 00 - Administration			
Cost of Operations			

Labor Costs			
Vehicle Costs			
Other		$ 20,500	$20,903.85
Depreciation	$0.00	$0.00	
Interest	$0.00	$0.00	
Annual Cost of Operations	$0.00	$20,500.00	$20,903.85

	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
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
			Slow Fill	
Fueling Station				
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**	
	Taxes and Licenses	1.97%	$22,940.00	$23,391.92
	Repairs & Maintenance			
	Gas & Oil (Diesel Costs)			
	Gas & Oil (RNG Costs)			
	Tires			
Vehicle Costs			**$22,940.00**	**$23,391.92**
	Equipment Insurance			
	Uniforms			
	Subcontractor			
Other			**$0.00**	
Depreciation			**$140,204.36**	**$140,204.36**
Interest (Exclude Overhead)			**$69,926.92**	**$62,566.20**
	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**
Operating Ratio Profit (exclude interest)		**0.9225**	**$13,705.89**	**$13,743.86**
Additional Annual Cost of Operations			**$246,777.18**	**$239,906.33**

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.

LOADED COST FOR DRIVER

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23
Labor Costs				
Regular Wages		92,300.00	95,992.00	100,464.00
Overtime		0.00	0.00	0.00
Holiday Worked		4,260.00	4,430.40	4,636.80
Vac Payout		3,550.00	3,692.00	3,864.00
Sick payout		4,260.00	4,430.40	4,636.80
Payroll Taxes		7,984.31	8,303.68	8,690.52
Workers' Comp Ins.	3.00%	6,275.30	6,463.56	6,657.47
Pension Benefits		12,376.00	14,352.00	16,848.00
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37
Employee/Med Exams	0.00%	250.00	250.00	250.00
Total Department 000		**$167,577.05**	**$176,051.55**	**$186,091.97**

New Union Wages Effective 1/1/20:

Route Driver	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	$ 41.98	$ 43.60	$ 45.15	$ 47.15
	FY 19/20	**FY 20/21**	**FY 21/22**	**FY 22/23**
Average Rate for Fiscal Years	$ 42.79	$ 44.38	$ 46.15	$ 48.30
Effective rate increase		**3.70%**	**4.00%**	**4.66%**

Mechanic	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	$ 43.91	$ 45.53	$ 47.08	$ 49.08
	FY 19/20	**FY 20/21**	**FY 21/22**	**FY 22/23**
Average Rate for Fiscal Years	$ 44.72	$ 46.31	$ 48.08	$ 50.23
Effective rate increase		3.54%	3.83%	4.47%

Pension	1/1/2019	1/1/2020	1/1/2021	1/1/2022
	$ 5.20	$ 5.50	$ 6.40	$ 7.40
	FY 19/20	**FY 20/21**	**FY 21/22**	**FY 22/23**
Average Rate for Fiscal Years	$ 5.35	$ 5.95	$ 6.90	$ 8.10
Effective rate increase		11.21%	15.97%	17.39%

LOADED COST FOR SUPERVISOR

		Projected FY 20/21	Projected FY 21/22	Projected FY 22/23
Labor Costs				
Regular Wages	3.00%	75,654.64	77,924.28	80,262.01
Overtime	3.00%	0.00	0.00	0.00
Holiday Worked	3.00%	3,491.75	3,596.51	3,704.40
Vac Payout	3.00%	2,909.79	2,997.09	3,087.00
Sick payout	3.00%	3,491.75	3,596.51	3,704.40
Payroll Taxes		6,544.42	6,740.75	6,942.97
Workers' Comp Ins.	3.00%	12,000.00	12,360.00	12,730.80
Pension Benefits		7,565.46	7,792.43	8,026.20
Health/Welfare	5.00%	36,321.42	38,137.49	40,044.37
Employee/Med Exams	0.00%	250.00	250.00	250.00
Total Department 000		**$148,229.24**	**$153,395.05**	**$158,752.15**

DEPT	EMPLOYEE	
10	Bergman, Mark	
	Guzman, Gerardo	
	Ibarra, Alejandro	
	Macias-Martinez, Silvano	
	Nuno, Oscar	
	Ortega, Eduardo	
	Ramos, Rodolfo	
	Santana, James	
	Villasenor-Arreola, Rafael	9
20	Freitas, Gary	
	Garcia, Bernabe	
	Employee Opening	2
30	Armer, Rick	
	Colin, Octavio	
	Del Rio, Daniel	
	Dominguez, David	
	Guzman, Marco	
	Lewis, Brad	
	Lewis, Keith	
	Robinson, Tom	
	Rojas Montes, Joel	9
CASUAL	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

DEPT	EMPLOYEE	
40	Loera, Leopoldo (Leo)	
	Velez-Arreola, Joel A.	2
50	Berry, Angrus	
	Burke, Sean	
	Galindo, Cervando	
	Garza, Victor	
	Godinez, Hector	5
59	*Employee Opening*	0
70	Cervantes, Cristian	
	Cordova Estrada, Aldo	
	Escamilla, Adam Abel	
	Largaespada, Miguel	
	Loya, Raymond	
	Murillo Gutierrez, Edgar	
	Pena, Alfonso	7
80	O'Connor, Timothy	
	Renteria, Enrique (Ricky)	
	Richcreek, Darold	
	Whalen, John	
	Wright, Stephen	
	Yamaguchi, Alan	
	Employee Opening	6
90	Coote, Jeffrey	
	Gomez, Moises	
	Oceguera, Gustavo	
	Jason Trejo	4

TOTAL UNION EMPLOYEES: 54

(does not included 'Employee Opening' headcounts)

Copies (7):
Monica, Renee, Rebecca, Nick, Tomer, Robert, Glenn

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
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 Serviced		8,626	
Multi-Family Bulky Collection				
Cost of Operations				
	Regular Wages	0.00%	$92,300.00	$0.00
	Overtime	0.00%	$0.00	$0.00
	Holiday Worked	0.00%	$4,260.00	$0.00
	Vac/Sick Payoff	0.00%	$7,810.00	$0.00
	Payroll Taxes	0.00%	$7,984.31	$0.00
	Workers' Comp Ins.	3.00%	$6,275.30	$0.00
	Pension Benefits	0.00%	$12,376.00	$0.00
	Health/Welfare	5.00%	$36,321.42	$0.00
	Employee/Med Exams	0.00%	$250.00	$0.00
Labor Costs			**$167,577.03**	**$0.00**
	Taxes and Licenses	1.97%	$2,530.19	$0.00
	Repairs & Maintenance	1.97%	$2,554.21	$0.00
	Gas & Oil (Diesel Costs)	15.23%	$0.00	$0.00
	Gas & Oil (RNG Costs)	1.80%	$6,287.57	$0.00
	Tires	1.97%	$4,810.94	$0.00
Vehicle Costs			**$16,182.91**	**$0.00**
	Equipment Insurance	2.00%	$2,751.24	$0.00
	Uniforms	1.97%	$1,369.15	$0.00
Other			**$4,120.39**	**$0.00**
Depreciation			**$27,054.70**	**$0.00**
Interest (Exclude Overhead)			**$9,469.15**	**$0.00**
	80 - Vehicle Maintenance		$0.00	$0.00
	90 - Container Maintenance		$0.00	$0.00
	00 - Administration		$0.00	$0.00

Proposed Equipment Costs		21/22 Cost
1 Flatbed Boom Truck	$	256,698
1 30 Yd Bin		6,706
1 40 Yd Bin		7,143
TOTAL	$	270,547

Number of Employees 1

Allocated Costs		**$0.00**	
Annual Cost of Operations		**$224,404.17**	**$0.00**
Operating Ratio Profit (exclude interest)	**0.9225**	**$18,056.87**	**$0.00**
Additional Annual Cost of Operations		**$242,461.04**	**$0.00**

EXHIBIT G3:
PROPOSAL REVIEW AND NEGOTIATION DOCUMENTATION

EXHIBIT G3 - PROPOSAL REVIEW AND NEGOTIATION DOCUMENTATION
1. TERM SHEET

This Term Sheet lists the scope and cost revisions discussed by the parties through the November 2nd City-Specialty meeting, cost form revisions shared with Specialty immediately following the November 2nd meeting, the negotiations of December 15th, 21st, 28th, and January 5th, 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 16th 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.

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

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 11th 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.

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'

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 9th, 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 9th, 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 11th, 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>
Cc: Jason Reecy <Jason.R@vta-cpa.com>; Mark Bowers <mbowers@sunnyvale.ca.gov>; Karen Gissibl <kgissibl@sunnyvale.ca.gov>; Monaliza Noor <mnoor@hfh-consultants.com>; Jerry Nabhan <jerry@sswr.com>; Bill Dobet (bdobert@comcast.net) <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 2nd and 19th, 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 2nd, 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.

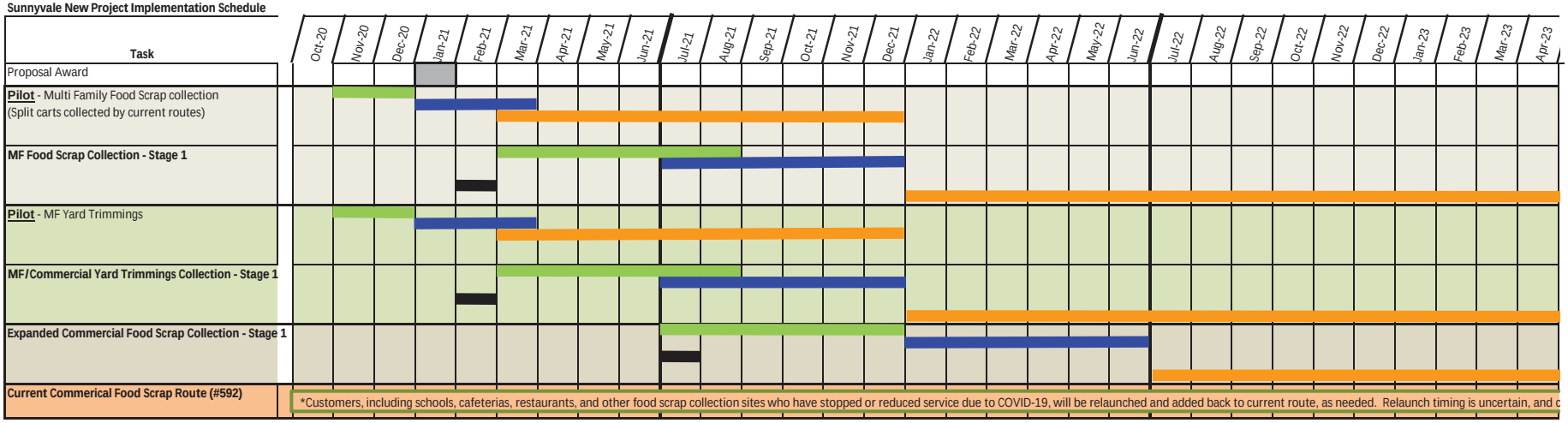
7. On average, how many hours of overtime per-driver per-week would be saved with the addition of slow fill?
    - We are averaging 16 total overtime hours per week for fueling by drivers – this translates to approximately $43,500 year to date.
8. On average, for staff other than drivers, how many hours 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

Sunnyvale New Project Implementation Schedule



Key

Desk Review **Outreach** **Collection begins** **Vehicle Procurement**

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.

Approved Facility or Subcontractor	Services
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

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EXHIBIT G6:
SB 1838 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 **Food Scraps Participation Rate**	Anticipated Additional **Food Scraps Accounts**	Assumed **Yard Trimmings Participation Rate**	Anticipated Additional **Yard Trimmings Accounts**	Anticipated Additional **Food Scraps Tons**	Anticipated Additional **Yard Trimmings Tons**	
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

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

Environmentally Preferable Purchasing Program

January 2021

Specialty 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. ENVIRONMETNALLY 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

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, Greengaurd, 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.

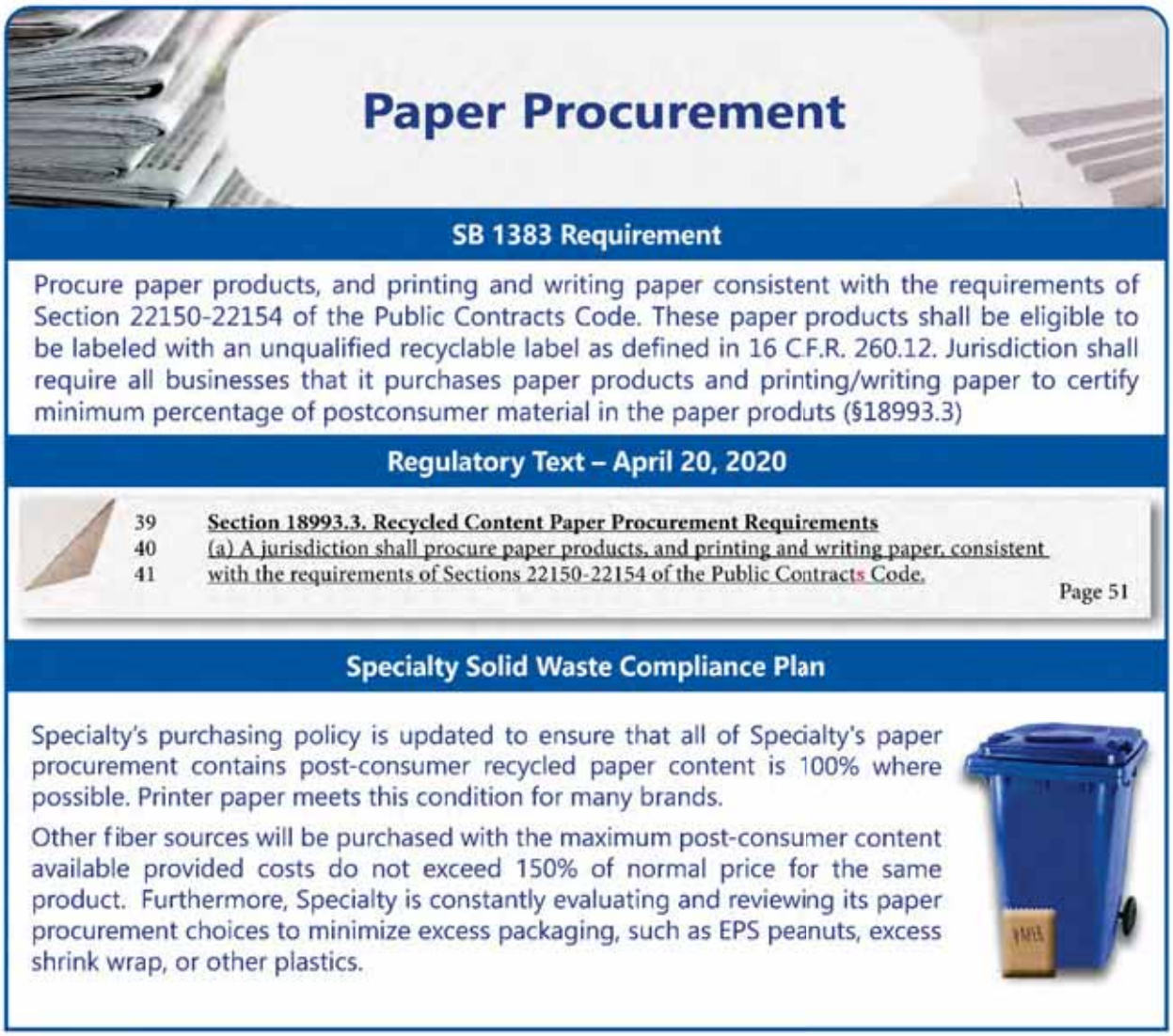
    *These steps ensure that shipping and packaging can be reduced as much as possible.
3. Products can be purchased by phone, internet or visiting the store. In each scenario, the buyer should ensure that the products being purchased meet the standards set in this EPPP (detailed by product category in this 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.



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

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;
- 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 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;
- 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

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.	Contractor to provide Containers to City and Customers that comply with SB 1383 requirements, as described in Section 4.8.3. 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.

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.
Contamination Monitoring			
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	City Contract Manager to review, comment on, and approve route review plan and methodology provided by Contractor. City Contract Manager to review, comment on, and approve content and design of notices to be	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. 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"

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	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 (Section 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 (Section 18982) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the jurisdictions Collection services.	distributed by Contractor to noncompliant Generators.	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. 1. For routes with less than 1,500 Generators the study shall include a minimum of 25 samples; 2. For routes with 1,500-4,000 Generators the study shall include a minimum of 30 samples; 3. For routes with 4,001-7,000 Generators the study shall include a minimum of 35 samples; 4. For routes with more than 7,000 Generators the study shall include a minimum of 40 samples. 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. 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.

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)	City shall provide Contractor with a list of Commercial accounts that have received City-approved organics Collection waivers. City Contract Manager shall approve format and content of all compliance reports provided by Contractor. City shall receive Contractor's report, review and clarify as needed, and report to the State. City shall follow-up with Contractor-indicated Commercial accounts that may Back-Haul Organic Materials.	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. Contractor may perform the “desk review” in conjunction with route reviews described under Item 4 of this Exhibit K. 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. 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.

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) *See Item 17 for outreach requirements related to Edible Food.*	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. *See Item 17 for outreach requirements related to Edible Food.*	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

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)	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. 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. Commencing January 1, 2024, if, upon investigation, City discovers a violation has occurred, City shall take enforcement action against noncompliant Customers.	violations within thirty (30) days of receiving Customer Complaint. Upon resolving the Complaint, Contractor shall notify the Customer who made the Complaint. 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. 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. Contractor shall maintain all compliant records, including documentation of resolution. 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.
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.,

Topic/ Ref. #	SB 1383 Requirement	City Responsibility	Contractor Responsibility
	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) Impose penalties on non-compliant entities (Section 18997.2)	monthly reports submitted by Contractor that identify noncompliant Generators.	Contamination tags issued, route review results, Commercial account review).
Education & Outreach			
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)	City to develop content and design of outreach materials and Contractor to distribute outreach materials to all Multi-Family and Commercial Customers annually. City to provide outreach materials to Contractor for website posting.	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. Contractor to disseminate City-approved educational materials as requested by City.

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.
Record Keeping & Reporting			
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

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.
Organics Procurement			
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.

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)		
Edible Food Recovery			
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

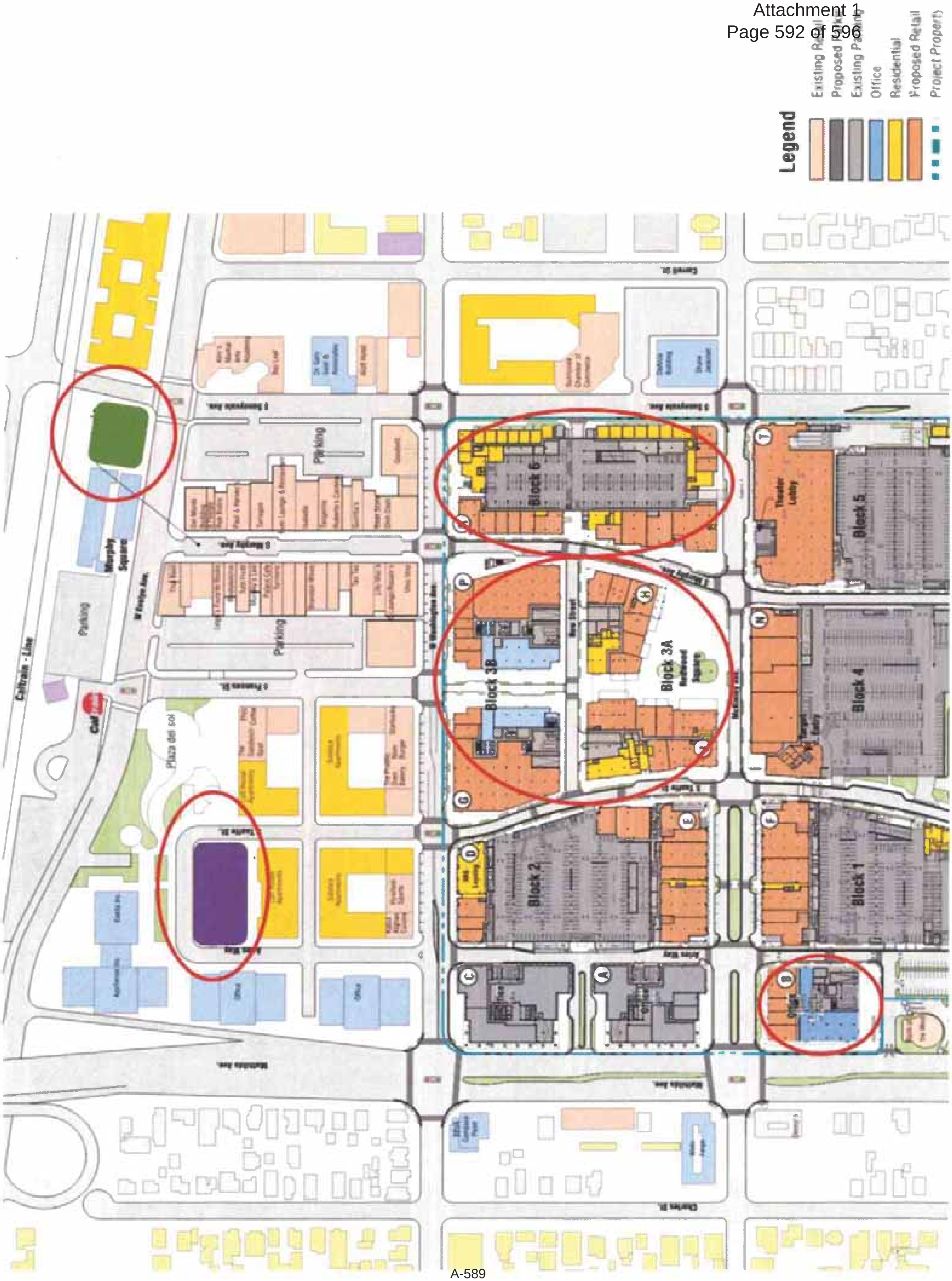

Legend
Existing Retail
Proposed Parking
Existing Parking
Office
Residential
Proposed Retail
Project Property
Caltrain - Line
Murphy Square
Parking
Plaza del sol
Block 6
Block 5
Block 4
Block 3A
Block 3B
Block 2
Block 1
Theater Lobby

EXHIBIT M:
FORM OF PERFORMANCE BOND

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 ,2021, and ending on the 31st day of January, 2022 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 1st day of February 2021.

RLI Insurance Company

BY: Tammy 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.rliconp.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.

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company

By: Roy C. Die
Vice President

State of Illinois
County of Peoria } SS

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
Jacqueline M. Bockler
Notary Public

"OFFICIAL SEAL"
JACQUELINE M. BOCKLER
COMMISSION EXPIRES 03/19/14

CERTIFICATE

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 _____ day of _____, _____.

RLI Insurance Company

By: Roy C. Die
Vice President

0182411020212

A0058707

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 Feb. 1, 2021 before me, Ryza Maspinas, 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.

RYZA MASPINAS
Notary Public - California
Santa Clara County
Commission # 2330425
My Comm. Expires Aug 13, 2024

Signature _____ **(Seal)**

City of Sunnyvale

Agenda Item

21-0274 **Agenda Date:** 3/16/2021

REPORT TO COUNCIL

SUBJECT
Authorize the City Manager to Execute three Site Agreements with EVgo Services LLC allowing the installation of four Electric Vehicle (EV) Fast-Charging Stations at each of the following sites: the Community Center, Downtown Parking Lot at the southwest corner of W. Evelyn Avenue and S. Sunnyvale Avenue and Downtown Parking Lot at the southeast corner of S. Frances Street and W. Evelyn Avenue, in Sunnyvale and find that the Project is Exempt from CEQA

BACKGROUND
On August 13, 2019, City Council voted to adopt the Climate Action Playbook (CAP) to reduce greenhouse emissions and address climate change. Pursuant to the Playbook, Play 3.3 aims to increase zero-emission vehicles to 20% of all vehicles on the road by 2030 and 75% by 2050. To facilitate this transition to zero-emission vehicles and, more specifically, electric vehicles (EV), the City is aiming to develop a Community Electric Vehicle Readiness and Infrastructure Plan that would guide the City's strategy for enhancing EV infrastructure (Move 3.J in the CAP).

As a first step towards this broader EV infrastructure strategy, the City is focused on increasing the availability of publicly accessible EV charging stations to support the transition to EVs. Through soliciting proposals from various vendors, EVgo the vendor with the largest public fast charging network in the country that utilizes 100% renewable energy, was selected as the provider of the EV fast-charging stations.

EXISTING POLICY
General Plan, Chapter 3, Land Use and Transportation and Chapter 7, Environmental Management

- GOAL LT-2.2 Reduce Greenhouse Gas Emissions that affect climate and the environment through land use and transportation planning and development.
- GOAL LT-2.2a Actively maintain and implement the Climate Action Plan, which outlines impacts, policies, and reduction measures related to public and private land use and transportation.
- GOAL EM-11.5 Reduce automobile emissions through traffic and transportation improvements.

ENVIRONMENTAL REVIEW
The installation of EV charging stations is categorically exempt from environmental review pursuant to Section 15301(b) (Existing Facilities) of the State CEQA Guidelines, which exempts minor alteration of existing facilities involving negligible or no expansion of use.

DISCUSSION
To start the discussion with potential vendors to install EV infrastructure within the City, staff

evaluated several City-owned properties suitable for EV fast-charging or Level 2 charging infrastructure. This list was refined based on anticipated public usage, frequency of turnover of vehicles, availability of electrical infrastructure, city planning considerations and other factors, and a shorter list of locations was identified.

The refined list of locations was used to directly solicit proposals from vendors. Vendor proposals received were for those sites that met their individual financing criteria (i.e., their ability to generate revenue). After internal discussion and evaluation, staff selected EVgo as the vendor based on their extensive experience with fast-charging stations, past collaborations with local municipalities, complete service from start to finish, and competitive license fee offer. As part of the site agreement, the City must grant EVgo unrestricted access to the charging stations and the right to use the licensed area.

A total of four EV Fast-Charging Stations, with one being ADA van-accessible, will be installed at each of the following three locations. Each location will have its own site agreement.

A. Community Center, North Lot (4 charging stations)
B. Downtown Parking Lot located at the southwest corner of the intersection of W. Evelyn Avenue and S. Sunnyvale Avenue (4 charging stations)
C. Downtown Parking Lot located at the southeast corner of the intersection of S. Frances Street and W. Evelyn Avenue (4 charging stations)

Each parking lot will have four single port charging stations, one at each parking space. These will consist of two (2) single port Delta Fast Charging Stations and two (2) higher capacity single port Signet Dispensers Fast Charging Stations. Every station is equipped with two standardized plugs so any EV capable of fast charging can be charged. The City will be able to access metrics on monthly usage reports and electricity used via an online web portal provided by EVgo.

It should be noted that the Agreement terms and revenue are based upon EVgo being able to install four fast charging stations at each of the three sites.

Existing Site Adjustments

To install four (4) EV Fast Charging Stations, EVgo will use between six to seven (6-7) existing parking stalls at each site. Refer to the Preliminary Site Layouts (Attachment 2). EVgo may request to remove small on-site trees to limit the impact on existing parking stalls for charging station support equipment and approval of the removal will be made by staff. EVgo shall be required to provide the City with a replacement tree for each tree approved for removal.

Charging Station Use Fees

EVgo provides competitive market rates for EV charging that are posted on their website for full transparency. The revenue from the charging stations is distributed back to EVgo.

General Timeframe

The License Agreement is active for a term of ten years. Chargers will be operational seven days a week/365 days a year with the exception of short times for repair or maintenance. EVgo will notify the City in the event that repairs cannot be completed within 30 days. It is in EVgo’s best interest to keep the chargers operational from a business and revenue standpoint.

There are several termination clauses within the Agreement (Attachment 1). Two notable clauses are:

1) that the City has the right to terminate the Agreement in the event the EV chargers are not operational within twelve (12) months following the execution of each Site Agreement. This allows for sufficient time to procure the units and obtain power from PG&E; and 2) if the City terminates the License Agreement for reasons other than those listed in the Agreement, City is obligated to repay EVgo for loss of anticipated revenue on a diminishing scale as outlined in the Agreement exhibits.

FISCAL IMPACT

The City shall receive a monthly license fee from EVgo for each site during the 10-year term of each Site Agreement with the possibility for renewal at the end of the term.

Site	Fee per Month/site	Fee per Year/site	Total Fee for 10 years/site	Total Fee for all sites after 10 years
Community Center	$1,500.00	$18,000.00	$180,000.00	$612,000.00
Downtown Parking Lot at W. Evelyn/S. Sunnyvale	$1,800.00	$21,600.00	$216,000.00	
Downtown Parking Lot at S. Frances/W. Evelyn	$1,800.00	$21,600.00	$216,000.00	

Funding Source

The project will be completely funded by EVgo. All ongoing operations and maintenance will also be provided by EVgo. The City will not incur any operating costs, including costs for electricity used, service fees, or maintenance costs once the stations are installed. EVgo has also applied for incentives offered by the California Electric Vehicle Infrastructure Project (CALeVIP) grant to help fund the cost of this project. However, this project will proceed regardless of whether the grant is awarded to EVgo for these sites.

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 three Site Agreements in substantially the same form as Attachment 1 of the report, with EVgo Services LLC allowing the installation of four Electric Vehicle (EV) Fast-Charging Stations at each of the following sites: the Community Center, Downtown Parking Lot at the southwest corner of W. Evelyn Avenue and S. Sunnyvale Avenue and Downtown Parking Lot at the southeast corner of S. Frances Street and W. Evelyn Avenue, in Sunnyvale and find that the Project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b).
2. Do not authorize the City Manager to execute the three Site Agreements for fast charging stations and provide alternate direction to enter agreements for one or two sites only. Should agreement terms and revenue change, staff will return to Council for approval.
3. Take other action as determined by City Council.

STAFF RECOMMENDATION

Staff recommends Alternative 1:

Authorize the City Manager to Execute three Site Agreements in substantially the same form as

Attachment 1 to the report, with EVgo Services LLC allowing the installation of four Electric Vehicle (EV) Fast-Charging Stations at each of the following sites: the Community Center, Downtown Parking Lot at the southwest corner of W. Evelyn Avenue and S. Sunnyvale Avenue and Downtown Parking Lot at the southeast corner of S. Frances Street and W. Evelyn Avenue, in Sunnyvale and find that the Project is Exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(b).

Prepared by: Marlon Quiambao, Senior Engineer
Reviewed by: Jennifer Ng, Assistant Director of Public Works
Reviewed by: Chip Taylor, Director of Public Works
Reviewed by: Ramana Chinnakotla, Director of Environmental Services
Reviewed by: Rob Boco, Sr. Assistant City Attorney
Reviewed by: John Nagel, City Attorney
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Sample Site Agreement
2. Preliminary Site Plans

Property ID number (EVgo internal only): P41144

CHARGING STATION LICENSE AGREEMENT

Host: City of Sunnyvale,
a California municipality

Agreement Date: _____, 2021

This Charging Station License Agreement ("Agreement") is entered into as of the Agreement Date by Host and EVGO SERVICES LLC, a Delaware limited liability company ("EVgo").

I. AGREEMENT TERM SUMMARY

Host Property:	Community Center located at: 550 E. Remington Dr., Sunnyvale, CA 94087 ("Host Property")
Licensed Area: *See II.A*	Host hereby grants to EVgo the right to the Licensed Area designated on Exhibit A (the "Licensed Area") as set forth herein for the purposes described below.
Exclusivity:	Host grants to EVgo the exclusive right to provide DC fast-charging at the Host Property during the Term.
Initial Term: *See II.B.*	The Initial Term shall commence on the Agreement Date and continue for a period of ten (10) years following the first calendar day of the month in which the Operational Date occurs.
Number of EVgo Charging Stalls:	Four (4) charging stalls, across up to a maximum of seven (7) existing parking spaces.
Rent Payments: *See II.C*	Commencing on the date that Charging Station (defined below) becomes available for commercial charging activity (the "Operational Date") and continuing through the Term, Rent shall be a total of $1,500.00 per month. Rent shall be due on the tenth business day of the calendar month, provided that Host is not in breach of the Agreement. If the Operational Date falls on a day after the first day of the month, then the payment obligation for that first month shall be prorated to cover the portion of the month between the Operational Date and the end of the month. A late charge of five percent (5%) of the Rent will be added to any rent payments received after the tenth business day of month.
Charging Station Equipment:	EVgo currently intends to install four (4) DC chargers.
Electricity *See II.D*	EVgo shall set up separate meter service for the Charging Station and shall be customer of record with the applicable electricity provider.
EVgo Customers *See II.E*	The Charging Station shall be available for exclusive use by EVgo Customers as determined in EVgo's sole discretion. EVgo may use appropriate signage and striping to indicate and restrict permitted users of the Charging Station and Charging Stalls.
Operation & Maintenance *See II.A.3*	EVgo is responsible for operating and maintaining the Charging Station in good working order and repair.
Construction *See II.G*	EVgo shall be responsible for all installation of the Charging Station, ancillary equipment, and supporting infrastructure.

THIS TERM SUMMARY IS EXPRESSLY INCORPORATED INTO THE BODY OF THIS AGREEMENT AS THOUGH SET FORTH IN FULL THEREIN

Property ID number (EVgo internal only): P41144

II. AGREEMENT

A. Licensed Area Rights, Use and Maintenance.

1. Grant of rights. Host is the owner, lessee, or property manager of the Host Property and grants to EVgo, for the Term of this Agreement, in each case for the purposes set forth herein: (i) the exclusive right to control and occupy the EVgo Charging Stalls described on **Exhibit A** attached hereto, (ii) the right to use and occupy the other areas of the Licensed Area described on **Exhibit A** attached hereto, including without limitation for the installation, maintenance and operation of electric vehicle charging stations and related equipment.

2. Use of Licensed Area. The Licensed Area may be used by EVgo for any lawful activity in connection with the development, construction, installation, maintenance, repair, replacement, removal, and operation of electric vehicle chargers and ancillary items as mutually agreed upon by EVgo and the Host. Items including electrical equipment, hardware, software, signage and all supporting equipment and structures (which may include concrete pads and protective bollards) (collectively, the "Charging Station"), together with any other uses permitted herein, on the terms and conditions set forth in this Agreement.

3. Maintenance of Licensed Area.

a. Host shall cause the Licensed Area, including EVgo Charging Stalls, to be maintained in a clean, safe, and orderly condition, to at least the same standard as other areas at the Host Property that are under Host control are maintained.

b. For purposes of clarification, Host shall have no responsibility to maintain EVgo's Charging Station or related EVgo equipment, hardware, software, or signage. Host shall not retain any ownership rights in the Charging Station and related EVgo equipment. All Charging Stations shall be operational 365 days per year, excluding for short periods of down time for maintenance and repair to which EVgo shall use its best efforts to make such repairs within thirty (30) days of the reported issue. EVgo shall notify the Host if completing the repair will take longer than thirty days (30), and at that time, EVgo shall provide an estimated date of completion to the Host.

c. Concurrently with the acceptance of this Agreement, EVgo has posted and filed with Host a cash deposit in the amount of twenty thousand dollars ($20,000.00) for the removal of the charging stations at this site. In the event of a default by EVgo or in the event that EVgo fails to meet and fully perform any of its obligations, Host is hereby authorized to expend all or any portion of said deposit to remove the charging stations and restore the site to its original condition. Any remaining funds from the deposit held by Host at the end of the Term shall be delivered to EVgo within forty-five (45) business days after the site is restored to its original condition.

B. Term & Termination.

1. Term. The Initial Term of this Agreement shall be as set forth in Section I hereinabove. Following the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods, unless terminated by either party by providing written notice to the other party no less than sixty (60) days prior to the expiration of the then-current term. The Initial Term and any renewal term(s) are referred to collectively herein as the "Term."

Property ID number (EVgo internal only): P41144

2. Termination for Convenience. This Agreement may be terminated for convenience upon thirty (30) days' written notice to either party without penalty or fee:

a. in the case of EVgo, (i) at any time prior to the submission of the permit application for construction of the Charging Station at the Host Property or (ii) if EVgo determines that the construction or continued operation of the Charging Station is impracticable or uneconomical; and

b. in the case of Host, in the event the Operational Date has not occurred within twelve (12) months following this Agreement Date; provided that the foregoing right shall terminate upon the Operational Date.

3. Termination for Cause. This Agreement may be terminated for cause by either party in the event of the following:

a. Breach of Obligation. The other party breaches or fails to perform any of its obligations hereunder in any material respect, and such default or failure continues uncured for thirty (30) business days after receipt of written notice; provided, however, that if such default or failure reasonably requires more than thirty (30) business days to cure, this provision shall not be triggered if such breaching party commences to cure within such period and diligently proceeds to complete such cure;

b. False Representation or Warranty. Any representation made by the other party is found to be inaccurate when made, or any warranty made by the other party is breached; provided, however, that the party that allegedly made the false representation or warranty shall have thirty (30) business days within receipt of written notice to demonstrate to truth or accuracy of such representation or warranty; or

c. Insolvency. The other party becomes insolvent or proceedings are instituted by or against it under any provision of any federal or state bankruptcy or insolvency laws.

4. Early Termination Penalty. In the event of (i) EVgo's termination of this Agreement for cause pursuant to Section II(B)(3) above or (ii) Host's termination of this Agreement for any reason not expressly provided under this Agreement, EVgo shall be required to immediately remove the Charging Station from the Host Property within 90 days and Host will pay to EVgo, as compensation for EVgo's loss of benefit of the bargain and not as a penalty, an amount equal to $75,000 per Charging Stall multiplied by the applicable "Termination Percentage" set forth in **Exhibit C** attached hereto.

C. Payment Terms. For any amounts owed by EVgo to Host, on or before the thirtieth (30th) day following the applicable due date, EVgo shall make a payment to Host of such amount by ACH or other method mutually agreed upon by EVgo and Host. Prior to Host receiving any accrued payments owed under this Agreement and in order to facilitate such payments, Host shall provide EVgo with a completed Form W-9 and valid ACH payment information. First month's rent shall be prorated as agreed upon between the Host and EVgo.

Pricing Guarantee. EVgo shall maintain competitive market rates. EVgo pricing plans are available on EVgo's website at http://www.evgo.com.

D. Electricity.

Property ID number (EVgo internal only): P41144

1. Unless otherwise agreed by the parties, EVgo shall be responsible for all electricity costs of the Charging Station by obtaining separately-metered electricity service. Host shall reasonably cooperate with EVgo's efforts regarding the provision of electricity to the Charging Station. Neither Host nor EVgo has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of utilities furnished to the Charging Station, unless the cause of the interruption is covered by the party's indemnity provided for in Section III(C)(1). EVgo shall provide Host with EVgo's monthly electricity usage via a web portal.

Host grants to EVgo the right to receive separately metered utility services including but not limited to electric, and the right for the utility service supplier to construct, reconstruct, install, inspect, maintain, replace, remove, and use said utility services to serve the Charging Station together with the right for the utility service supplier to ingress to and egress from said utility service facilities across the Host Property. Host grants the right for the utility service supplier to trim, cut down, and clear away or otherwise control any trees or brush within five (5) feet of said route. In addition, Host shall not erect or construct any building or other structure or drill or operate any well under or within five (5) feet of said route.

E. EVgo Customers; Access.

1. EVgo Customers. EVgo may provide access to the Charging Station and EVgo Charging Stalls to its subscribers, customers, agents, employees, contractors, vendors, guests and invitees ("EVgo Customers"), who shall be charged in amounts reasonably determined by EVgo, which may change from time to time in EVgo's sole discretion. EVgo Customers may include members of the public, as well as commercial fleet and rideshare vehicles.

2. Access. During the Term, Host will ensure that EVgo Customers have access to the Licensed Area twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVgo and its agents, employees, contractors, and vendors may, at any time during the Term, access the Licensed Area and Host Property to maintain, inspect, repair, upgrade, remove or replace any portion of the Charging Station. If during the Term the Licensed Area is blocked by a parking gate, EVgo may install a parking card reader or similar hardware or software, if necessary, to ensure EVgo Customers access to the Licensed Area.

F. Signage & Promotional Activities.

1. Signage; Branding. EVgo may stripe and place appropriate signage at EVgo Charging Stalls, and mark the Charging Station and related EVgo equipment in EVgo's sole discretion; provided, however, that Host may require EVgo to replace any marks or signage that are reasonably offensive or otherwise violate applicable laws or regulations. All marking and signage shall be approved by the Host. In addition, subject to Host's prior approval, not to be unreasonably withheld, EVgo may place signage, marks, or advertising devices in, on, or about and around the Licensed Area within the Host Property, including "wayfinding" signage as may be required of EVgo by contract or applicable law, at EVgo's sole cost and subject to applicable laws and regulations. At no time may Host place any signage on EVgo property. No third-party advertising is allowed.

Promotional Activities. During the Term of this Agreement, EVgo may promote the availability of the Charging Station (to the extent it is on EVgo's network of EV charging stations) through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. EVgo and

its employees, agents, and representatives shall have the right to enter the Licensed Area and photograph the Charging Station at least once per year during the Term. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior written consent of the other party.

G. Construction.

1. Installation Activities. EVgo shall, at its sole cost and expense, be responsible for all installation activities (the "Installation Activities") required to support the operation of the Charging Station and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

2. Plans. Before beginning any Installation Activities, EVgo shall provide a copy of the construction schedule and installation plans to Host for its approval, which approval shall not be unreasonably delayed or withheld.

3. Contractor Activities. EVgo shall ensure that it or its designated contractor(s) and/or service providers:

a. obtain from governmental authorities all licenses, permits, or other approvals (collectively, "Approvals") required to conduct such installations. Host will reasonably cooperate with EVgo's designated contractors and service providers as required to obtain such Approvals;

b. bring on the Licensed Area and permitted adjacent areas of the Host Property only those materials and equipment that are being used directly in the Installation Activities;

c. perform Installation Activities only during times and days acceptable to Host and in a manner so as to not unreasonably interfere with Host's business operations;

d. not permit or suffer any mechanic's or materialmen's liens to attach to the Licensed Area. If such a lien attaches to the Licensed Area, EVgo shall remove or bond over such lien at EVgo's sole cost and expense, within twenty (20) days of EVgo receiving written notice thereof from Host.

4. Removal. Within ninety (90) days following the termination of this Agreement, EVgo shall remove the Charging Station and all of EVgo's other equipment and personal property including power cabinets from the Licensed Area, but not electric infrastructure such as transformers, which shall remain with the real property. Following such removal, EVgo shall restore the Licensed Area to its condition as of the commencement of the Installation Activities, excluding ordinary wear and tear and the electric infrastructure, which shall be capped off and secured but not removed. This provision shall survive the termination of this Agreement.

III. LEGAL PROVISIONS

A. Representations, Warranties & Covenants.

1. General. Each of Host and EVgo hereby represents and warrants to the other that, to the best of its knowledge, as of this Agreement Date and throughout the Term: (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and do not violate any of

the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform this Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization; (e) this Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all material federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) applicable to or impacting the performance of its obligations under this Agreement.

2. Consents and Approvals. Host further represents, warrants and covenants that it has obtained or shall obtain prior to the commencement of EVgo's Installation Activities or operation and maintenance of the Charging Station, and shall maintain at all times during the Term, any and all consents or approvals required in order for Host to grant the rights and perform its obligations under this Agreement, and for EVgo to take the actions contemplated in this Agreement. Copies of all required third party consents required for Host to grant the license to EVgo and for EVgo to install, operate, and maintain the Charging Station pursuant to this Agreement are attached as **Exhibit B**, and Host represents and warrants that no other third-party consents are required.

B. Insurance.

1. EVgo Insurance. During the Term, EVgo shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Statutory Worker's Compensation Insurance, and Employer's Liability limits of $1,000,000 per accident per employee; (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate, which limits may be provided by primary limits or combination of primary and excess limits; (iii) Automobile Liability with a combined single limit of $1,000,000; and (iv) $1,000,000 in excess liability coverage per occurrence, which coverage shall sit excess of the scheduled underlying General Liability and Automobile Liability Insurance policies with exclusions that are no more broad than those contained in the underlying policies. The City of Sunnyvale, its officers, agents, employees, and volunteers are to be named as additional insured on any general and excess liability policies.

2. Host Insurance. During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVgo property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than $2,000,000 per occurrence, $4,000,000 aggregate.

3. Policy Requirements. The insurance policies required under Sections III(B)(1) and (B)(2) shall be issued by insurance companies licensed to do business in the state in which the Host Property is located, with a general policyholder's ratings of at least "A-" and a financial rating of at least "Class VIII," in the most current Best's Insurance Reports available on the Agreement Date; if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4. Waiver. Anything in this Agreement to the contrary notwithstanding, to the extent covered by any property insurance maintained (or required to be maintained) hereunder, each party hereby waives

every right or cause of action for any and all loss of, or damage to (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible) the Host Property and any improvements thereon, the Charging Station, or their respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees, regardless of cause or origin, regardless of cause or origin.

5. Casualty and Condemnation.

a. Damage. If the Licensed Area, any portion of the Charging Station or any portion of the Host Property that adversely affects the use of the Charging Station is damaged by fire or other casualty, then either EVgo or Host may, within sixty (60) days of the date of such fire or other casualty elect to terminate the Agreement on written notice to the other party. If the damaged Charging Station poses a risk to public safety, EVgo shall promptly take action to repair the Charging Station. If EVgo or Host does not elect to terminate this Agreement, EVgo will repair its property, it shall restore, rebuild, or replace those portions of the Charging Station in the Licensed Area and any other property required to be insured by EVgo under this Agreement and damaged as a result of such fire or other casualty to its prior or better condition as necessary within a mutually agreed upon timeframe, not to exceed sixty (60) days, and all property insurance proceeds of EVgo applicable to the Licensed Area shall be made available to EVgo in connection with such repair and restoration. Subject to Host's right to terminate the Agreement pursuant to this Section III(B)(5)(a), Host will use Host's insurance proceeds to repair any portion of the Licensed Area or property located thereon owned by the Host and insured by Host as part of Host's insurance policy. If EVgo elects to terminate the Agreement, it shall remove all of EVgo's property from the Licensed Area in accordance with Section II(G)(4) of this Agreement. Any repair and restoration required by EVgo under this Section III(B)(5)(a) shall commence within sixty (60) days of the date EVgo elects to repair and restore the Licensed Area. In addition, Host may terminate this Agreement upon notice given to EVgo within thirty sixty (60) days of the date of such fire or other casualty if (i) the Licensed Area and/or Host Property is damaged or destroyed as a result of an occurrence which is not covered by Host's insurance, or (ii) the Licensed Area and/or Host Property shall be damaged or destroyed during the last three years of the Term, or (iii) any or all of the buildings or common areas of the Host Property are damaged (whether or not the Licensed Area are damaged) to such an extent that, in the sole judgment of Host, the Host Property cannot be operated as an economically viable unit, provided Host terminates the leases of a majority of the Host Property tenants affected by such damage or destruction.

b. Condemnation/Taking. If the entire Licensed Area or Host Property is condemned or taken in any manner for a public or quasi-public use or conveyance shall be made in lieu thereof, this Agreement shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking. If any portion of the Licensed Area or Host Property is condemned or taken in any manner for a public or quasi- public use or conveyance shall be made in lieu thereof that could adversely affect the use of the Charging Station, then EVgo may elect to terminate this Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority. If EVgo does not elect to terminate, the parties will use commercially reasonable efforts to find an alternate location for the Charging Station elsewhere on the Host Property. The costs of the relocation of the Charging Station shall be paid by EVgo. All compensation awarded or paid upon such a total or partial taking of the Licensed Area shall belong to and be the property of Host without any participation by EVgo. However, EVgo may file a separate claim to the condemning authority for any relocation award made as a result of such condemnation.

c. Suspension of Term. During any time that the Charging Station or any portion of the Licensed Area is under repair or being relocated pursuant to a casualty or condemnation, the Term shall be temporarily suspended on a day-for-day basis.

Property ID number (EVgo internal only): P41144

C. Indemnity.

1. Indemnification. Each party shall indemnify and hold harmless the other party and its respective affiliates, representatives, agents, officers, directors, managers, members, shareholders, partners, contractors, or employees ("Related Parties") from and against all third party claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or negligence of such party or its Related Parties, (ii) any breach by such party of its obligations, representations or warranties under this Agreement; and (iii) in the case of EVgo, the use of the Licensed Area by EVgo or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or negligence of Host or its Related Parties.

2. **Limitation of Liability**. **In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees for any special, indirect or consequential damages relating to this Agreement. The entire liability of each party for any and all claims of any kind arising from or relating to this Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages. Each party's total liability to the other party and to such other party's affiliates or their respective representatives, agents, officers, directors, shareholders, partners or employees (on an aggregate basis) arising out of or in connection with this Agreement, whether in contract or in tort, shall not exceed the greater of: (i) the total amount of insurance proceeds actually recovered in connection with the claim giving rise to such liability or (ii) one hundred thousand dollars ($100,000.00), except as it applies to a party's obligations pursuant to the Construction Costs, property damage or any other liquidated damages provision herein.**

D. Miscellaneous.

1. Notice.

a. Any notice provided or permitted to be given under this Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally-recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in this Agreement. Each party may change its address for notice by giving notice thereof to the other party.

b. Notice shall be given as follows:

If to Host:

456 W. Olive Ave.
Sunnyvale, CA 94086
Attn: Department of Public Works

If to EVgo:

11835 West Olympic Blvd., Suite 900E
Los Angeles, CA 90064
Attn: Site Development

with a copy to:

11835 West Olympic Blvd., Suite 1020E
Los Angeles, CA 90064
Attn: Legal Department

2. Property Rights; Assignment.

a. The rights granted to EVgo in this Agreement shall not constitute a conveyance of property rights by the Host to EVgo.

b. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. EVgo may assign this Agreement and any or all of its rights and obligations hereunder to any EVgo affiliate, subsidiary, or successor by sale or merger.

c. In the event the Licensed Area is transferred or Host ceases to have the requisite level of control over the Licensed Area necessary to fulfill its obligations under this Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under this Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event (the "Transfer Host"). Further, Host agrees that any such Transfer Event shall not affect, terminate or disturb EVgo's right to quiet enjoyment and possession of the Licensed Area under the terms of this Agreement or any of EVgo's other rights under this Agreement. In the event of a Transfer Event in which the Transfer Host fails to immediately assume and perform Host's obligations hereunder in accordance with Section III(D)(2)(c), EVgo shall be expressly permitted to terminate this Agreement for cause pursuant to Section II(B)(3) and Host shall be required to pay EVgo's Construction Costs in accordance with Section II(B)(4).

3. No Agency Relationship. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in this Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4. Severability. If any term of this Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of this Agreement and this Agreement shall be construed and deemed reformed to the extent necessary to render valid such term and the rights and obligations of the parties shall be enforced accordingly.

5. Survival. The provisions of Sections II(G)(4), III(B)(4), III(C), and III(D)(6) shall survive termination of this Agreement.

6. Governing Law; Jurisdiction; Waiver of Jury Trial. The terms, provisions and conditions of this Agreement shall be governed by the laws of the state of California, without regard to its laws on conflict of laws. The parties further agree that proper venue shall reside in the appropriate court in Santa Clara County, California which shall have exclusive jurisdiction over all actions and disputes brought under this Agreement. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning this Agreement, and agree that any and all litigation between them arising from or in connection with this Agreement shall be determined by a judge sitting without a jury.

7. No Waiver. The failure of a party to insist on strict performance of any provision of this Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

Property ID number (EVgo internal only): P41144

8. Remedies. The rights and remedies provided by this Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9. Confidential Information. As used herein, "Confidential Information" means any information that is disclosed by one party to the other party that is either marked as confidential or would customarily be treated as confidential by a reasonable person and in accordance with law. Each party agrees that it will, and will cause its employees, representatives and agents to, keep confidential and not disclose the Confidential Information of the other party. If a party is compelled to disclose Confidential Information under the California Public Records Act (Government Code sec. 6250 et. seq.) or under the authority of a court or governmental agency, the compelled party shall promptly notify the other party and the notified party shall have the opportunity to object to the compelled disclosure prior to production of such information.

10. Further Assurances. Each party agrees to execute and deliver additional documents and instruments and to perform additional acts as may be reasonably necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions and conditions of this Agreement.

11. Force Majeure. Neither party is responsible for any delay or failure in performance of any part of this Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. Notwithstanding the foregoing, to the extent such delay or failure in performance extends beyond fifteen (15) consecutive days, the other party shall have the right, but not the obligation, to terminate this Agreement at its sole discretion.

12. No Third Party Beneficiaries. This Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

13. Integration; Amendments. This Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to this Agreement shall be ineffective unless made in a writing signed by the parties hereto.

14. Counterparts/Electronic Execution. This Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document; all counterparts shall be construed together and shall constitute one and the same instrument. The delivery of an executed counterpart to this Agreement by electronic means (including via email, facsimile, or portable document format (.pdf)) shall be as effective and deemed valid as the delivery of a manually executed counterpart.

15. Construction. All documents or items attached to, or referred to in, this Agreement are incorporated into this Agreement as fully as if stated within the body of this Agreement. Each party has cooperated in the drafting, negotiation and preparation of this Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

[Signatures on Following Page]

Property ID number (EVgo internal only): P41144

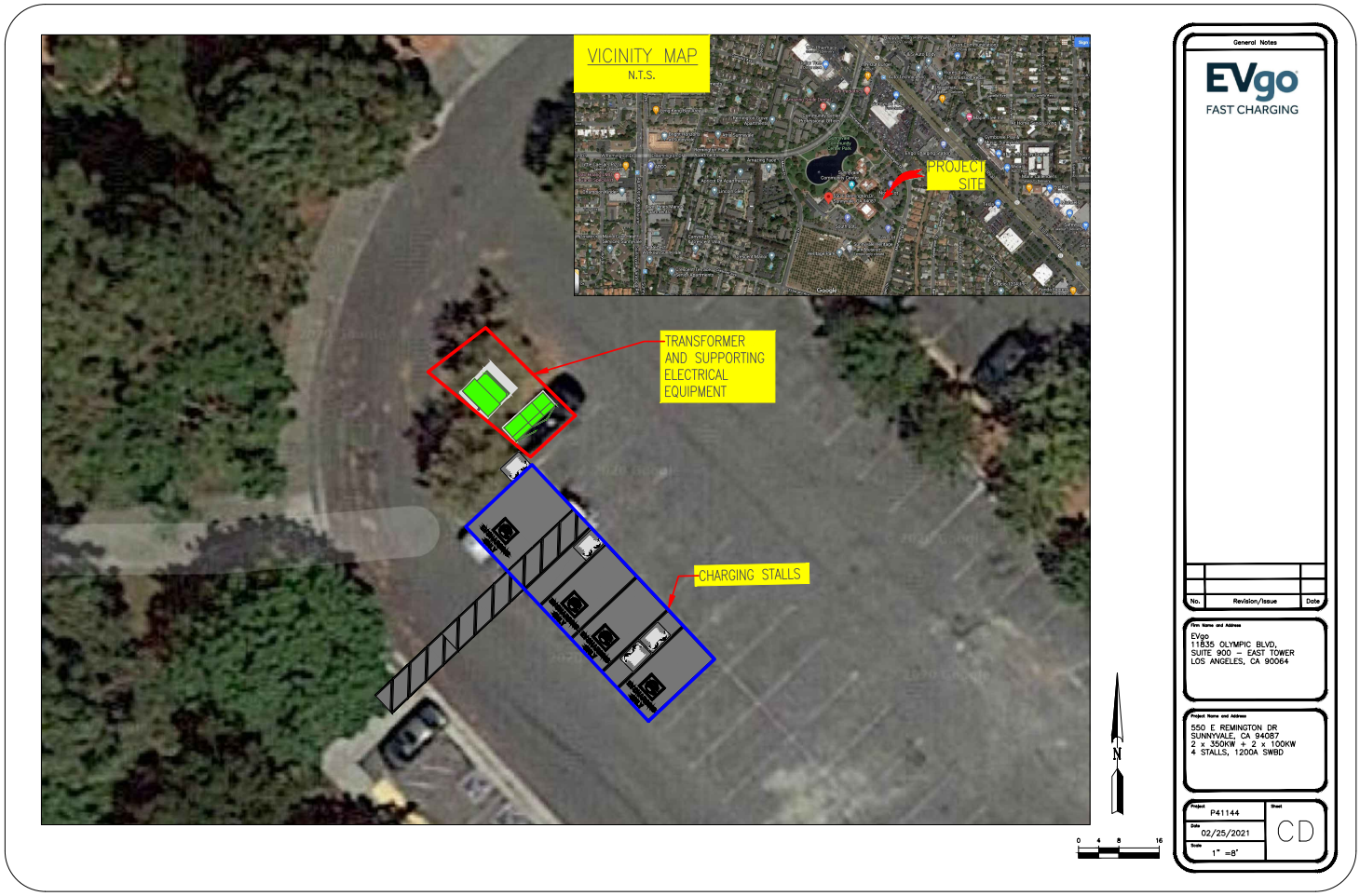
IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

HOST:	**EVGO:**
CITY OF SUNNYVALE, a California municipality	EVGO SERVICES LLC, a Delaware limited liability company
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Property ID number (EVgo internal only): P41144

EXHIBIT A

Licensed Area - Site Plan



Property ID number (EVgo internal only): P41144

EXHIBIT B

Third Party Consents

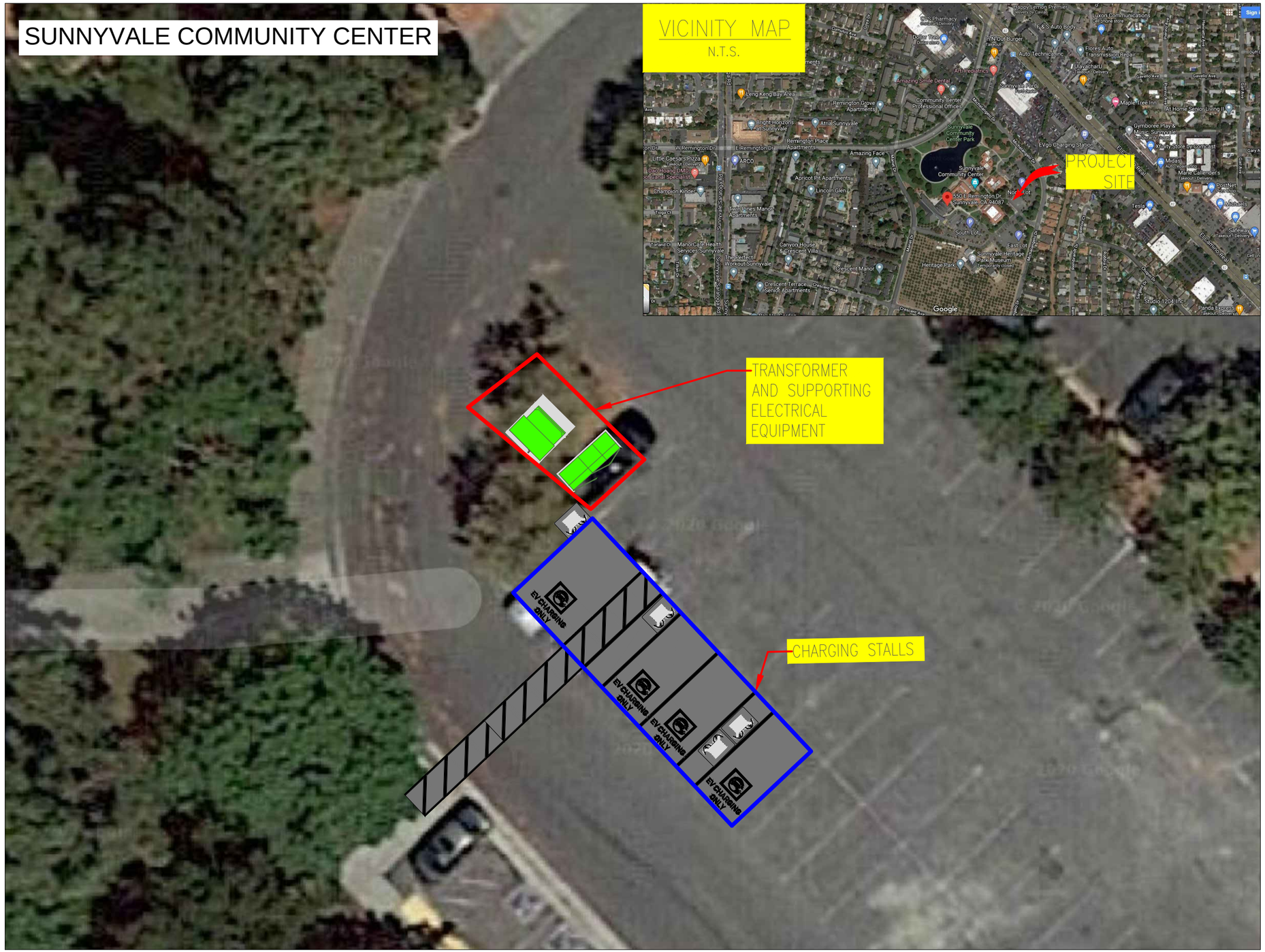
See attached (if applicable).

Property ID number (EVgo internal only): P41144

Exhibit C

Termination Schedule

Early Termination Date	Termination Percentage	Early Termination Fee
prior to the first (1st) anniversary of the Commencement Date	100%	$75,000/Charging Stall
after the first (1st) anniversary of the Commencement Date, but prior to the second (2nd) anniversary of the Commencement Date	90%	$67,500/Charging Stall
after the second (2nd) anniversary of the Commencement Date, but prior to the third (3rd) anniversary of the Commencement Date	80%	$60,000/Charging Stall
after the third (3rd) anniversary of the Commencement Date, but prior to the fourth (4th) anniversary of the Commencement Date	70%	$52,500/Charging Stall
after the fourth (4th) anniversary of the Commencement Date, but prior to the fifth (5th) anniversary of the Commencement Date	60%	$45,000/Charging Stall
after the fifth (5th) anniversary of the Commencement Date, but prior to the sixth (6th) anniversary of the Commencement Date	50%	$37,500/Charging Stall
after the sixth (6th) anniversary of the Commencement Date, but prior to the seventh (7th) anniversary of the Commencement Date	40%	$30,000/Charging Stall
After the seventh (7th) anniversary of the Commencement Date	0%	$0



General Notes

EVgo
FAST CHARGING

No.	Revision/Issue	Date

Firm Name and Address

EVgo
11835 OLYMPIC BLVD,
SUITE 900 – EAST TOWER
LOS ANGELES, CA 90064

Project Name and Address

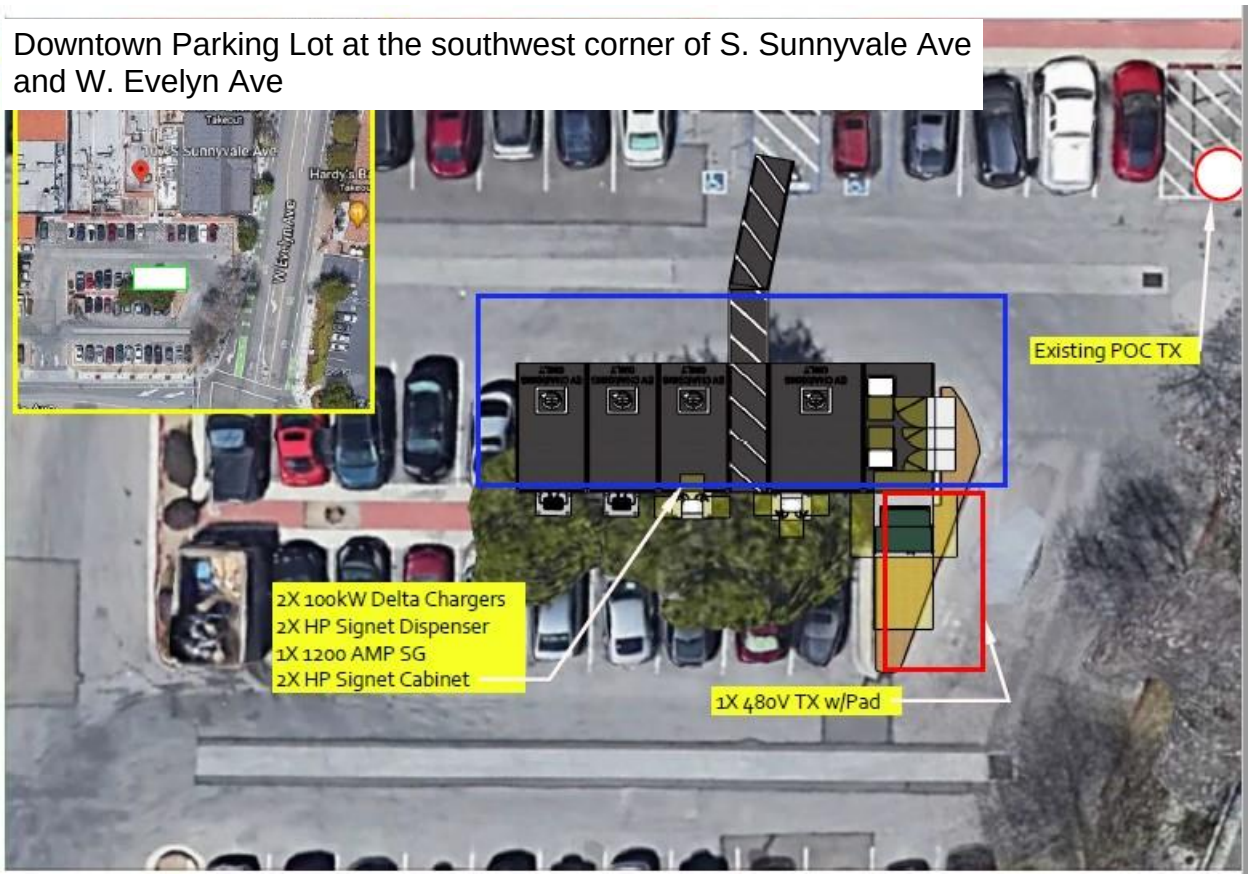
550 E REMINGTON DR
SUNNYVALE, CA 94087
2 x 350KW + 2 x 100KW
4 STALLS, 1200A SWBD

Project P41144	Sheet CD
Date 02/25/2021	
Scale 1" =8'	

Property ID number (EVgo internal only): P41149

EXHIBIT A

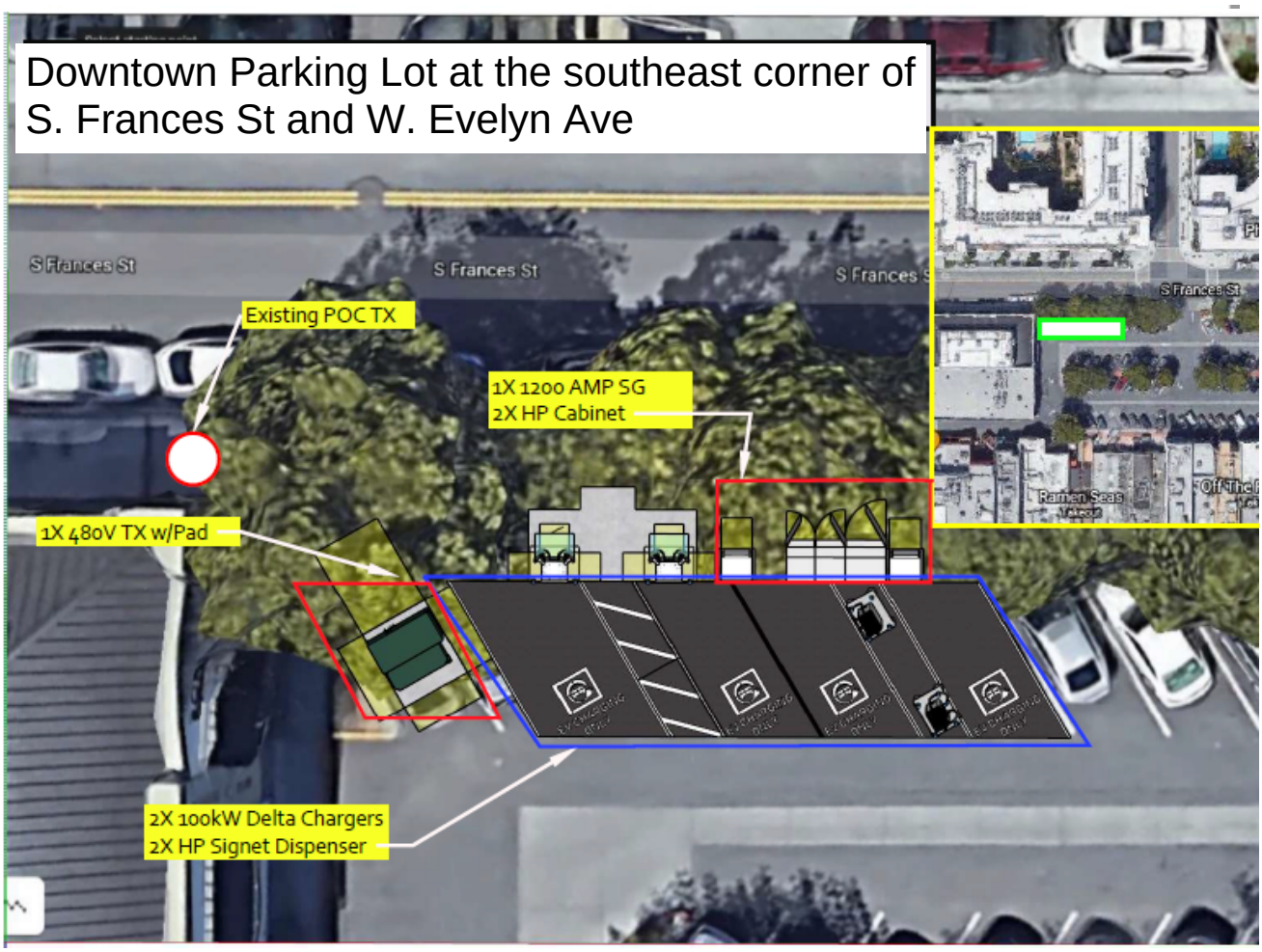
Licensed Area - Site Plan



Property ID number (EVgo internal only): P41148

EXHIBIT A

Licensed Area - Site Plan



City of Sunnyvale

Agenda Item

21-0285 **Agenda Date:** 3/16/2021

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 must 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 discussed options at its Council Strategic Session on January 28. It provided direction on key components of a draft ordinance on February 2 and February 23, 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
Staff revised the draft Ordinance (redline of prior draft is Attachment 2, clean copy is Attachment 3) based on the City Council’s feedback on February 23. Key updates in the draft for this meeting include:

- Revisions and clarifications to the review process for proposed maps by the Redistricting Commission and the City Council (section 2.31.020(c)(4)).
- A new section that addresses scenarios of inaction by either the Redistricting Commission or the City Council (section 2.31.020(c)(5)).
- Changes related to alternate redistricting commissioners, including increasing the number of alternates from a total of three to a range of three to seven, and allowing alternates to fill in and vote in the absence of a regular commission member based on a specified priority order determined by the Mayor (section 2.31.030(b)).
- Updates to redistricting commissioner qualifications and eligibility requirements for commissioners (sections 2.31.030(c) (3)-(4)).
- Simplified restrictions on redistricting commissioner activity during and after service (section 2.31.030(c)(5))

Staff also prepared a draft Redistricting Commission application for Council consideration (Attachment 4). The draft application borrows elements from the Citizen's Advisory Committee (CAC) application (Attachment 5). The CAC advised staff on outreach efforts related to a transition to district -based elections.

Staff is seeking feedback on the revised draft Ordinance and draft Redistricting Commission application. Staff proposes that the Council direct staff to finalize the draft Ordinance establishing a redistricting process for introduction on March 30 with adoption scheduled for April 6. The Redistricting Commission application would open on April 12 and close on May 31.

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. Direct staff to introduce the Draft Ordinance Establishing a Public Process for Redistricting on March 30, 2021.

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- Redline
3. Draft Ordinance- Clean
4. Draft Application for Redistricting Commission
5. 2019 CAC Application

Decision Points	Current Sunnyvale Practice/Policy and/or Applicable Legal Requirements	Notes, Council Comments and Direction 2/2/21	Notes, Council Comments and Direction 2/23/21
SIZE How many members should be on the redistricting commission?	Existing standing commissions: 5-7 Charter Review Comm.: 11 (Recent) up to 15	7 commissioners	
SELECTION PROCESS How should members be selected?	Council appointment process in Council Commission Policy • written application • eligibility determined by City Clerk • voice or paper vote at a Council meeting	Use Council appointment process for Commissions • written application similar to Citizen's Advisory Commission on Outreach	
FILLING VACANCIES How should vacancies be filled?	Council appointment policy (see above)	3 alternates	3-6 alternates who may step in and vote in the absence of a commissioner
ELEGIBILITY & MEMBERSHIP Should there be specific qualifications for membership?	Council Commission Policy • Registered voter of the City • Several commissions have specific requirements.	• Registered voter of the City or eligible to vote by December 2021 • No more than 2 from each district with every effort to get one from each district	• Voter registration not required • Must be 18 by election when new maps become effective
RESTRICTIONS Should there be restrictions on activity during and post service?	Council Commission Policy • No spouse, household member or relative of Council or executive staff • Cannot serve on two commissions except for Board of Building Code Appeals	• No spouse, household member or relative of Council or exec. staff • May not seek election to City Council for 4 or 10 years • No current elected officials Other: • Special relationships or political interests (see spreadsheet of other city redistricting commissions for examples)	• Remove restrictions on former elected officials • Remove restrictions on registered lobbyists (no local registration exists) • Remove restrictions on affiliation with party central committee • No restriction on serving on a City commission

POWERS & DUTIES What should the specific duties of the commission be?	Council Commission Policy • Advisory to Council • Some commissions have specific duties State Requirements: • must follow state outreach guidelines • must provide training on mapping criteria • must provide training and access to mapping tools • must accept and review draft map proposals from community • may develop draft maps based on community input • has authority to narrow and refine map options based on community input • must send 2-3 viable draft maps to Council • may recommend a draft map for approval by Council	• Commission will hold public hearing and narrow maps • Commission and Council will hold a joint public meeting to review maps • Commission will send 3-5 proposed maps to Council	
Districting Criteria 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: • Maintain existing district structure as much as possible • Minimize disenfranchisement	
OTHER BY-LAW PROVISIONS Should the Redistricting Commission establish its own by-laws or follow the by-laws followed by all standing Council Commissions?	Council Commission Policy • Interaction with City Council, Public, Staff, and other Board and Commission Members • Sanctions, Investigations, removal	Given short timeframe to complete 2021 redistricting, using existing city commission policy promotes efficiency	

NOTICING 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)	Follow state law	Follow state law
COUNCIL AUTHORITY AND DUTIES	No policy or requirement- depends on authority given to commission	• Council may select a draft map recommended by the Redistricting Commission by majority vote • Council may veto commission's draft maps and return them to the commission with comments, once, with a supermajority vote	• Council may adopt a draft map recommended by the Redistricting by majority vote • Council may veto a draft map with a supermajority vote • Council may return one or more draft maps to commission with comments, once
TIMELINES 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	• Establish a deadline for commission to submit map/s to Council	• Establish timelines for inaction

Redistricting Ordinance Establishing Public Process- Redline for 3/16/21 City Council -Meeting

Chapter 2.31 Redistricting

2.31.010. 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.

2.31.020 Duties and Authority of Redistricting Commission and City Council.

(a) ~~Hybrid~~ Redistricting Commission Established. A redistricting commission of seven members and three to six 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 c~~C~~ommission 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 "proposed district maps"). The redistricting commission shall also indicate the proposed district map that it prefers the city council adopt (the "preferred map"). Selection of the proposed district maps and the redistricting commission's preferred map shall require the affirmative vote of four commissioners and shall occur consistent with the outreach plan and schedule. All other redistricting commission actions require only a majority vote of those present, provided that a ~~quorum is~~majority of the members of the commission are present.

(2) Prior to the redistricting commission's meeting to select ~~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, and provide the city council the opportunity to comment on possible maps.

(3) ~~At least~~Not earlier than 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)~~ may a~~A~~pprove 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 state law, 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.

(4) ~~(ii)~~ If the city council fails to adopt one of the proposed district maps as provided in section 2.31.020(c)(3), it may take one or more of the following actions:

~~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 that it deems closest to meeting the city council's objectives and r~~

(i) Return one or more proposed district maps ~~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~~ approve changes to the city council's returned district map(s) or reaffirm their approval of~~e~~ the returned map(s) ~~without change~~. The redistricting commission shall also select a new preferred map or reaffirm its prior decision on the preferred map. After such consideration, the redistricting commission shall resubmit to the city council the original ~~the City Council's returned maps~~maps returned by the council, any revised maps developed by the redistricting commission in response to the city council's comments, and ~~which may but are not required to include changes, and~~ its final ~~recommended~~ preferred district map.~~,~~ ~~which may be any map selected by the redistricting commission, to the city council and~~ T~~t~~he city council shall hold another public hearing not earlier than seven days after the proposed district maps have been made available to the public to select one of the redistricting commission's ~~recommended~~ original proposed district maps, or one of the proposed district maps resubmitted by the commission.

(ii) Disapprove a proposed district map(s) with an affirmative vote of at least five council members. A map that is disapproved pursuant to this subsection shall not be reconsidered by the redistricting commission or the city council.

(5~~4~~) Inaction by Redistricting Commission and/or City Council in Selecting Maps. Time is of the essence in completing the redistricting process. Notwithstanding any other provisions of this chapter, the following rules shall apply:

(i) If the redistricting commission fails to select proposed district maps and a preferred district map by the date set forth in the outreach plan and schedule approved by the city council, the latest maps considered by the redistricting commission shall be forwarded to the city council. The city council will review those maps, may make changes to any of those maps, and shall make a final decision on a district map.

(ii) If the city council fails to ~~either~~ adopt one of the redistricting commission's proposed district maps and returns maps to the redistricting commission for reconsideration as provided in section 2.31.020(4)(i), and the ~~or reject and return a map to the~~ redistricting commission does not complete the process to reconsider and resubmit maps to the city council by the date set forth in the outreach plan and schedule approved by the city council, the city council shall reconsider and choose from the proposed district maps originally submitted to the city council.

~~-~~(iii) ~~within 60 days of the date of the city council's first meeting on the redistricting commission's proposed district maps or~~ If the City Council fails to select a district map by the deadline set by election authorities for submitting district maps~~, whichever occurs sooner,~~ the most recently approved version of the redistricting commission's ~~recommended~~ preferred district map shall be deemed adopted and shall go into effect immediately.

(6~~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.

2.31.030 Eligibility and appointment of Redistricting Commissioners.

(a) Composition of Redistricting Commission. The redistricting commission shall consist of seven commissioners and three to six 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, and at least one but not more than two alternates per district. However, ~~this is~~these numbers are not required if a majority of councilmembers agree to a different composition that achieves the other standards described in this section.

(b) Role of Alternates. Alternates are subject to the same terms of office, qualifications, restrictions, and standards of conduct as other commissioners under this Section, ~~Alternates~~ and may fully participate in redistricting commission deliberations but may not vote and may not be counted towards the establishment of a quorum except as follows: ~~. Alternates are subject to the same terms of office, qualifications, restrictions, and standards of conduct as other commissioners under this Section.~~

(1) Commissioner Absence. If a regular commission member is absent from a meeting of the redistricting commission, an alternate shall fulfill all responsibilities of that commissioner, including voting. Alternates shall be selected to fill the role of an absent commissioner based on the following criteria: (1) If an alternate is present who resides in the same district as the absent commissioner, that alternate shall fill the role of the absent commissioner. However, if more than one alternate resides in the same district, the Mayor shall designate a primary alternate for that district before the first redistricting commission meeting. (2) If there is not an alternate present who resides in the same district as the absent commissioner, the alternate to fill the role of an absent commissioner will be selected based on a ranked list of alternates established by the mayor before the first redistricting commission meeting

(2) Commissioner Vacancy. 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.~~

(c~~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 p~~P~~olicy for selecting members of other boards and commissions, except as provided in this section, except that the city council may choose a different voting process to achieve the goals described in subsection 2.31.030(a). 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 redistricting 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 will be at least eighteen years of age by the date of 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) sServed 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) ii. The person or his or her spouse has, in the four years preceding the person's application, cContributed one thousand five hundred dollars ($1,500) or more in a year to any single candidate other than the candidate him/her self, 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)L~~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) R~~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~~ the office ~~of the city~~of City Manager, City Attorney, or department head.

(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. Commissioners and alternates may be removed in accordance with the city council policy for boards and commissions.

2.31.040 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~~ proposed 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.

2.31.040 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.

Redistricting Ordinance Establishing Public Process- Clean Copy for 3/16/21 City Council Meeting

Chapter 2.31 Redistricting

2.31.010. 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.

2.31.020 Duties and Authority of Redistricting Commission and City Council.

(a) Redistricting Commission Established. A redistricting commission of seven members and three to six 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 “proposed district maps”). The redistricting commission shall also indicate the proposed district map that it prefers the city council adopt (the “preferred map”). Selection of the proposed district maps and the redistricting commission’s preferred map shall require the affirmative vote of four commissioners and shall occur consistent with the outreach plan and schedule. All other redistricting commission actions require only a majority vote of those present, provided that a majority of the members of the commission are present.

(2) Prior to the redistricting commission's meeting to select proposed district maps and the preferred map, the redistricting commission and the city council shall hold a joint meeting to review map submissions and draft maps, and provide the city council the opportunity to comment on possible maps.

(3) Not earlier than 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 may 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 state law, 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.

(4) If the city council fails to adopt one of the proposed district maps as provided in section 2.31.020(c)(3), it may take one or more of the following actions:

(i) Return one or more proposed district maps to the redistricting commission with comments. The redistricting commission shall then consider the city council's comments and may approve changes to the city council's returned district map(s) or reaffirm their approval of the returned map(s). The redistricting commission shall also select a new preferred map or reaffirm its prior decision on the preferred map. After such consideration, the redistricting commission shall resubmit to the city council the original maps returned by the council, any revised maps developed by the redistricting commission in response to the city council's comments, and its final preferred district map. The city council shall hold another public hearing not earlier than seven days after the proposed district maps have been made available to the public to select one of the redistricting commission's original proposed district maps, or one of the proposed district maps resubmitted by the commission.

(ii) Disapprove a proposed district map(s) with an affirmative vote of at least five council members. A map that is disapproved pursuant to this subsection shall not be reconsidered by the redistricting commission or the city council.

(5) <u>Inaction by Redistricting Commission and/or City Council in Selecting Maps.</u> Time is of the essence in completing the redistricting process. Notwithstanding any other provisions of this chapter, the following rules shall apply:

(i) If the redistricting commission fails to select proposed district maps and a preferred district map by the date set forth in the outreach plan and schedule approved by the city council, the latest maps considered by the redistricting commission shall be forwarded to the city council. The city council will review those maps, may make changes to any of those maps, and shall make a final decision on a district map.

(ii) If the city council fails to adopt one of the redistricting commission's proposed district maps and returns maps to the redistricting commission for reconsideration as provided in section 2.31.020(4)(i), and the redistricting commission does not complete the process to reconsider and resubmit maps to the city council by the date set forth in the outreach plan and schedule approved by the city council, the city council shall reconsider and choose from the proposed district maps originally submitted to the city council.

(iii) If the City Council fails to select a district map by the deadline set by election authorities for submitting district maps the most recently approved version of the redistricting commission's preferred district map shall be deemed adopted and shall go into effect immediately.

(6) The redistricting map approved and adopted pursuant to this section shall be subject to referendum as provided in Article XIV of the City Charter.

2.31.030 Eligibility and appointment of Redistricting Commissioners.

(a) Composition of Redistricting Commission. The redistricting commission shall consist of seven commissioners and three to six 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, and at least one but not more than two alternates per district. However, these numbers are not required if a majority of councilmembers agree to a different composition that achieves the other standards described in this section.

(b) Role of Alternates. Alternates are subject to the same terms of office, qualifications, restrictions, and standards of conduct as other commissioners under this section, and may fully participate in redistricting commission deliberations but may not vote and may not be counted towards the establishment of a quorum except as follows:

(1) Commissioner Absence. If a regular commission member is absent from a meeting of the redistricting commission, an alternate shall fulfill all responsibilities of that commissioner, including voting. Alternates shall be selected to fill the role of an absent commissioner based on the following criteria: (1) If an alternate is present who resides in the same district as the absent commissioner, that alternate shall fill the role of the absent commissioner. However, if more than one alternate resides in the same district, the Mayor shall designate a primary alternate for that district before the first redistricting commission meeting. (2) If there is not an alternate present who resides in the same district as the absent commissioner, the alternate to fill the role of an absent commissioner will be selected based on a ranked list of alternates established by the mayor before the first redistricting commission meeting

(2) Commissioner Vacancy. 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 the goal of achieving representation of at least one and not more than two members per district.

(c) 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, except that the city council may choose a different voting process to achieve the goals described in subsection 2.31.030(a). 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 outreach plan.

(3) Required Qualifications of Applicants. To be eligible for appointment to the redistricting 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 will be at least eighteen years of age by the date of the city council election 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 his or her spouse has, in the eight years preceding the person's application, served as an officer of, employee of, or paid consultant to, a campaign committee or a candidate for elective office of the local jurisdiction.

ii. The person or his or her spouse has, in the four years preceding the person's application, contributed one thousand five hundred dollars ($1,500) or more in a year to any single candidate other than the candidate him/her self, 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.

(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 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 less than five years has elapsed since the date of the commissioner's appointment to the redistricting commission.

iii. For four years commencing with the date of his or her appointment to the redistricting commission, 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 the office of City Manager, City Attorney, or department head.

(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. Commissioners and alternates may be removed in accordance with the city council policy for boards and commissions.

2.31.040 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 proposed 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.

2.31.040 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.

Sunnyvale

Sunnyvale Redistricting Commission

Recruitment Announcement and Application

Application deadline is May 31 at 5:00pm

(Interviews tentatively scheduled for June DATE TBD)

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. The Commission will submit 3-5 draft map proposals to Council based on community input and select one preferred map. 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.

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: _____

How long have you lived in Sunnyvale? _____ What district do you live in? 1 2 3 4 5 6

Demographic Information (optional)

This information will help Council meet its goal of ensuring that the Redistricting Commission reflects the demographic diversity of Sunnyvale residents.

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

What is your racial/ethnic background? _____

DRAFT

Have you or your spouse:

	Yes	No
Been an officer of, employee of, or paid consultant to, a campaign committee for a candidate for City elective office in the past eight years?	☐	☐
Contributed one thousand five hundred dollars ($1,500) or more in a year to any single candidate other than the candidate him/her self, for an elective office of the city in the past four years?	☐	☐

Application Questions

Why are you interested in serving on the Redistricting Commission and what are your objectives?

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.

DRAFT

Describe your experience, training, knowledge and/or skills which qualify you for appointment to this commission.

Describe your approach to decision making when faced with competing priorities and values.

DRAFT

Applicants appointed to the Redistricting Commission are required to electronically file the Fair Political Practices Commission (FPPC) Statement of Economic Interests (Form 700), which is a public record. A copy of this form is available in the Office of the City Clerk or by visiting www.fppc.ca.gov

Pursuant to the Americans with Disabilities Act (ADA), the City of Sunnyvale will make reasonable efforts to accommodate persons with qualified disabilities during the boards and commission interview process. Should you require special accommodations, please contact the Office of the City Clerk at 408-730-7483 at least five days in advance of your scheduled interview.

I certify under penalty of perjury that all statements I have made on this application are true and correct. I hereby authorize the City of Sunnyvale to investigate the accuracy of this information from any person or organization, and I release the City of Sunnyvale and all persons and organizations from all claims and liabilities arising from such investigation or the supplying of information for such investigation. I acknowledge that any false statement or misrepresentation on this application or supplementary materials will be cause for refusal of appointment or immediate dismissal at any time during the period of my appointment.

Your application is not complete until it is signed and submitted to the Office of the City Clerk.

Signature of Applicant _____

Date_____

Applying your digital signature locks the information you entered on this application, preventing further edits.

Email application to cityclerk@sunnyvale.ca.gov or
drop off/mail to Office of the City Clerk: 456 W. Olive Ave, Sunnyvale, CA 94086

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.

DRAFT

Sunnyvale

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 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)

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)

- ☐ *Sunnyvale Sun*
- ☐ *San Jose Mercury News*
- ☐ Walk-in
- ☐ City's *Quarterly Report*
- ☐ City employee
- ☐ City event
- ☐ Library reader board
- ☐ KSUN
- ☐ Announcement at City Council meeting
- ☐ City's Web site
- ☐ Twitter
- ☐ Facebook
- ☐ City's Volunteer Resources division
- ☐ Neighborhood association correspondence
- ☐ Word of mouth
- ☐ 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.

City of Sunnyvale

Agenda Item

21-0191 **Agenda Date:** 3/16/2021

REPORT TO COUNCIL

SUBJECT
Approve the 2020 Housing Element Annual Progress Report

BACKGROUND
California Government Code Section 65400 ("Section 65400") requires cities and counties to submit an Annual Progress Report (APR) to the State by April 1 of each year. APRs must be submitted to two State agencies: Governor's Office of Planning and Research (OPR) and Department of Housing and Community Development (HCD). The APRs describe each jurisdiction's progress in implementing the housing elements of their General Plans.

The draft 2020 APR (Attachment 1) provides an update on the City's progress in implementing the 2015-2023 Housing Element. The APR describes the City's accomplishments through the end of calendar year 2020 that contribute toward meeting its Regional Housing Needs Allocation (RHNA), as described further in the Discussion section below.

All successor housing entities are required to submit an annual report on the Low-Moderate Income Housing Asset Funds (LMIHAF) as an addendum to the housing element Annual Progress Report (APR) to HCD. The City is the Housing Successor to the Redevelopment Agency and therefore is required to provide information on housing financial and activity information by including specified information as part of the LMIHAF report annually.

EXISTING POLICY
Housing Element
Goal HE-1*:* Assist in the provision of adequate housing to meet the diverse needs of Sunnyvale's households of all income levels.

Community Vision

> *Policy CV-1.2:* Provide accurate and thorough information in a timely manner to ensure that community members have an opportunity to respond effectively.

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
The APR is comprised of seven different tables and reports. Due to the small size and difficulty viewing some of the larger tables in the APR, a summary of each table/report is provided below.

Table A shows the number of housing units for which an application was deemed complete in calendar year 2020. An "application" is defined as a formal submittal of a project for approval. The table also shows the affordability level of each unit, whether the units are deed restricted, and the total number of 'Disapproved Units' (calculated by subtracting "Total Approved Units by Project" from "Total Proposed Units by Project"). Note that the while the "Approved Units" count is less than the "Applications Submitted", this does not mean the development applications were denied, but rather due to the fact that most large projects are not entitled the same year they are submitted. A summary of Table A is seen below:

Affordability Level (by Household Incomes)	Applications Submitted (Total Units)	Approved Units (Entitlement)
Very Low	160	-
Low	184	-
Moderate	67	44
Above Moderate	477	11
Total	888	55

Table A2 shows a more in-depth look at the net new housing units and developments that have received any one of the following:

- An approved planning application ("Completed Entitlement"),
- An issued building permit ('Building Permits Issued'),
- Or a certificate of occupancy ('Units Finaled'),

in calendar year 2020, in total and by State-defined affordability levels. These affordability levels range from very-low to above-moderate (market rate) income. The goal of this table is to show the timeline in which the project moved through various planning and building phases and progress towards RHNA housing goals. Only permits issued are reported for purposes of determining progress towards the RHNA. A summary of Table A2 is seen below:

Income Level	Completed Entitlements	Building Permits Issued	Units Finaled
Very Low	66	18	-
Low	23	-	40
Moderate	61	70	56
Above Moderate	58	394	409
Total	**208**	**482**	**505**

Table A2 also has information on whether a project was approved using the Streamlined Ministerial Approval Process (SB 35), or received public subsidy creating affordability restrictions or covenants, and/or recapture of public funds upon resale. Sunnyvale has not yet had a formal application submitted under SB 35.

Accessory Dwelling Units (ADU) are identified as one of the permitted unit categories and can be

counted towards RHNA goals. ADUs are considered affordable to moderate income households without public subsidies or restrictive covenants. To demonstrate this affordability, Attachment 3 identifies a list of ADUs currently available for rent in Santa Clara County and the rental amounts; rents listed are affordable to moderate income households in the area. In 2020, 39 new ADUs were finaled, 56 received building permits, and 56 received planning entitlements.

Table B is a summary of all permitting activity for the current planning cycle, 2015-2023, including permitting activity for the 2020 calendar year. This table reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction's share of RHNA by income group. While the City has exceeded its share of market rate units, Sunnyvale is still below the required allocation for below market rate units. With thousands of residential units in the pipeline, the City has two years to achieve the RHNA goals. As a reminder, Sunnyvale is required to plan and accommodate for the RHNA in its Housing Element, but is not required to build the units. A summary of the City's RHNA progress is provided below:

Income Level	RHNA Allocation 2015-2023	Permits Issued 2015-2020	Percent Complete	Remaining RHNA
Very Low	1,640	132	8%	1,508
Low	906	61	7%	845
Moderate	932	277	30%	655
Above Moderate	1,972	2,859	145%	-
Total	**5,450**	**3,329**	**61%**	**3,008**

Table C is only used to identify sites or rezoned land used to accommodate a shortfall of RHNA sites. This table of the APR is not applicable to the City for 2020 as there are adequate residential zoned parcels in our Housing Element to accommodate the City's current RHNA.

Table D provides an update on the City's progress toward achieving the housing programs listed in the Implementation Plan of the Housing Element. A summary of those programs is provided in Table 48 of the Housing Element (pages 123-128), available on the City's website.

Table E provides information on commercial developments that were approved with development bonuses in exchange for providing affordable housing. The City did not receive any commercial applications requesting bonuses during the reporting year.

Table F provides the number of affordable housing units rehabilitated, acquired, and/or preserved, only if such projects were included as objectives in the Housing Element. This table is not applicable to the City, since rehabilitation projects are not identified as a method to meet the RHNA requirement in the Housing Element.

Lastly, the Low-Moderate Income Housing Funds (LMIHAF) report is required by California Health and Safety Code Section 34176.1 for a city that has assumed the housing function of a former redevelopment agency ("housing successor agency") and is responsible for administering housing set-aside funds, now known as Low-Moderate Income Housing Funds (LMIHAF). The City is the housing successor agency for the former Redevelopment Agency of the City of Sunnyvale.

Attachment 2 provides data on the Sunnyvale Housing Successor Agency's activities and finances in fiscal year 2019/20. The City continues to meet the Extremely Low Income test, the Senior Housing Test, and Excess Surplus Test.

FISCAL IMPACT

Approval and submittal of the APR is required by State law and may assist the City in qualifying for future State grant opportunities. Otherwise, as the report is primarily for informational purposes, this action does not have any 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.

Section 65400 requires Council to consider the APR "at an annual public meeting before the legislative body where members of the public shall be allowed to provide oral testimony and written comments" (on the City's reported progress in implementing its Housing Element). In addition, email notifications were sent to interested parties and housing advocacy organizations.

ALTERNATIVES

1. Approve the 2020 Housing Element Annual Progress Report (Attachment 1 of the report) and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.
2. Approve the 2020 Housing Element Annual Progress Report with modifications, and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

STAFF RECOMMENDATION

Alternative 1: Approve the 2020 Housing Element Annual Progress Report (Attachment 1 of the report) and direct staff to submit it to the Governor's Office of Planning and Research and the California Department of Housing and Community Development.

All local jurisdictions, including charter cities, are required to submit the APR to the Governor's Office of Planning and Research and the California Department of Housing and Community Development by April 1st of each year. Staff recommends Alternative 1 in order to maintain the City's compliance with State law (i.e., Health and Safety Code section 34176.1 and Government Code section 65400).

Prepared by: Jenny Carloni, Housing Officer
Reviewed by: Trudi Ryan, Director of Community Development
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENTS

1. Draft 2020 Housing Element Annual Report
2. Housing Successor Agency Annual Report on the Low-Moderate Income Housing Asset Fund (LMIHAF) FY 2019-20
3. ADU Rents in Santa Clara County

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes
1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Notes+
Summary Row: Start Data Entry Below								160	0	184	0	12	55	477	888	55	0	0	
	209-25-003	362 S SUNNYVALE AV		20207344	2 - 4	O	6/10/2020							2	2	2		No	
	205-50-013	1178 SONORA CT		20207393	5+	R	7/1/2020	55		119					174			No	
	211-01-031	444 OLD SAN FRANCISCO RD		20207112	5+	R	2/12/2020	2							2			No	
	209-35-023	200 S TAAFFE ST		20207262	5+	R	5/7/2020	16		31		6		411	464			No	Development Agreement approved in 2020. Final planning entilements 2021
	309-01-006	166 E FREMONT AV		20207525	5+	O	8/28/2020					6		44	50			No	
	110-12-093	245 W WEDDELL DR		20207620	5+	R	10/7/2020	87		34				2	123			No	
	204-43-016	223 W CALIFORNIA AV		20207095	ADU	R	2/7/2020						1		1	1		No	
	309-04-066	1322 FLOYD AV		20207238	ADU	R	4/22/2020						1		1	1		No	
	323-05-031	774 BLANCHARD WY		20207422	ADU	R	7/14/2020						1		1	1		No	
	213-05-050	498 PIN OAK DR		20207449	ADU	R	7/27/2020						1		1	1		No	
	323-29-020	576 DUVALL CT		20207453	ADU	R	7/28/2020						1		1	1		No	
	313-14-039	1425 NORMAN DR		20207491	ADU	R	8/17/2020						1		1	1		No	
	204-20-039	354 CYPRESS AV		20207584	ADU	R	9/24/2020						1		1			No	
	309-52-030	1628 MARIANI DR		20207604	ADU	R	10/2/2020						1		1	1		No	
	313-41-047	1645 SWIFT CT		20207308	ADU	R	5/29/2020						1		1	1		No	
	209-26-027	421 S SUNNYVALE AV		20207369	ADU	R	6/22/2020						1		1	1		No	
	204-37-054	450 MORSE AV		20207406	ADU	R	7/7/2020						1		1	1		No	
	213-18-052	773 PRIVET CT		20207484	ADU	R	8/11/2020						1		1	1		No	
	104-27-068	1130 MANZANO WY		20207039	ADU	R	1/21/2020						1		1	1		No	
	213-13-010	760 HENDERSON AV		20207108	ADU	R	2/12/2020						1		1	1		No	
	104-18-025	1262 MANZANO WY		20207109	ADU	R	2/12/2020						2		2	2		No	
	309-30-047	1501 S Wolfe Rd		20207128	ADU	R	2/19/2020						1		1	1		No	
	205-45-045	899 BIRCH AV		20207158	ADU	R	3/2/2020						1		1	1		No	
	320-12-016	1015 HAVRE CT		20207178	ADU	R	3/6/2020						1		1	1		No	
	211-11-013	805 GARY AV		20207197	ADU	R	3/13/2020						1		1	1		No	
	316-27-028	814 SELKIRK PL		20207207	ADU	R	3/25/2020						1		1	1		No	
	165-14-065	549 W WASHINGTON AV		20207210	ADU	R	3/27/2020						1		1	1		No	
	309-07-017	1398 FLICKER WY		20207252	ADU	R	4/28/2020						1		1	1		No	
	309-08-035	1356 ARLEEN AV		20207253	ADU	R	4/28/2020						1		1	1		No	
	104-25-099	1198 PECOS WY		20207259	ADU	R	5/7/2020						2		2	2		No	
	104-27-082	1279 PALAMOS AV		20207286	ADU	R	5/19/2020						1		1			No	
	204-20-037	320 CYPRESS AV		20207288	ADU	R	5/20/2020						1		1	1		No	
	323-01-011	1381 WARNER AV		20207322	ADU	R	6/3/2020						1		1	1		No	
	204-33-038	358 ORCHARD AV		20207335	ADU	R	6/8/2020						1		1	1		No	
	320-16-028	1618 HONFLEUR DR		20207372	ADU	R	6/23/2020						1		1	1		No	
	211-12-021	708 KOA CT		20207377	ADU	R	6/25/2020						1		1	1		No	
	110-10-043	1092 DUNCAN AV		20207386	ADU	R	6/29/2020						1		1	1		No	
	110-19-121	214 SILVERLAKE DR		20207414	ADU	R	7/10/2020						1		1	1		No	
	204-37-051	432 MORSE AV		20207448	ADU	R	7/27/2020						1		1			No	
	211-10-009	812 PIERINO AV		20207490	ADU	R	8/17/2020						1		1	1		No	
	104-28-024	1227 OAK CREEK WY		20207493	ADU	R	8/17/2020						1		1	1		No	
	104-20-137	1072 BURNTWOOD AV		20207545	ADU	R	9/8/2020						1		1			No	
	323-15-058	1450 MISTAYA CT		20207551	ADU	R	9/10/2020						1		1	1		No	
	198-35-002	1055 MERRIMAC DR		20207553	ADU	R	9/11/2020						1		1	1		No	
	204-35-020	339 N SUNNYVALE AV		20207556	ADU	R	9/14/2020						1		1			No	
	323-21-037	829 W HOMESTEAD RD		20207577	ADU	R	9/22/2020						1		1	1		No	
	323-16-029	836 CORVALLIS DR		20207594	ADU	R	9/29/2020						1		1	1		No	
	204-41-023	310 SCHROEDER ST		20207596	ADU	R	9/30/2020						1		1	1		No	
	209-04-003	487 LINCOLN AV		20207605	ADU	R	10/2/2020						1		1			No	
	316-27-014	1741 KILLDEER CT		20207618	ADU	R	10/7/2020						1		1	1		No	
	313-36-055	962 INVERNESS WY		20207658	ADU	R	10/21/2020						1		1			No	
	104-26-027	1122 BREEZEWOOD CT		20207697	ADU	R	11/7/2020						1		1	1		No	
	198-20-009	876 S BERNARDO AV		20207708	ADU	R	11/10/2020						1		1	1		No	
	110-09-002	145 BRADFORD DR		20207714	ADU	R	11/12/2020						1		1	1		No	
	309-40-040	1609 BITTERN DR		20207773	ADU	R	12/7/2020						1		1			No	
	209-11-029	423 BRYAN AV		20207779	ADU	R	12/10/2020						1		1	1		No	
	313-12-035	1371 NAVARRO DR		20207792	ADU	R	12/15/2020						1		1			No	
	211-09-048	725 HENRIETTA AV		20207808	ADU	R	12/23/2020						1		1			No	
	204-25-028	623 BORREGAS AV		20207818	ADU	R	12/30/2020						1		1			No	
	209-26-027	421 S SUNNYVALE AV		20207369	SFD	O	6/22/2020							1	1	1		No	
	204-37-054	450 MORSE AV		20207406	SFD	O	7/7/2020							1	1	1		No	
	309-16-022	1436 FLOYD AV		20207554	SFD	O	9/14/2020							1	1			No	
	201-34-010	575 CRAWFORD DR		20207579	SFD	O	9/22/2020							1	1			No	
	320-12-025	1020 HAVRE CT		20207796	SFD	O	12/17/2020							1	1			No	
	204-28-031	245 W ARBOR AV		20207806	SFD	O	12/22/2020							1	1	1		No	
	161-26-021	1134 W MCKINLEY AV		20207134	SFD	O	2/21/2020							1	1	1		No	
	165-14-065	549 W WASHINGTON AV		20207210	SFD	O	3/27/2020							1	1	1		No	

	309-11-049	862 CORNWALL CT		20207270	SFD	O	5/12/2020							1	1	1		No	
	198-27-024	788 LOIS AV		20207285	SFD	O	5/19/2020							1	1			No	
	165-13-027	255 CHARLES ST		20207300	SFD	O	5/22/2020							1	1	1		No	
	165-25-087	808 LORI AV		20207323	SFD	O	6/4/2020							1	1	1		No	
	204-25-019	687 BORREGAS AV		20207473	SFD	O	8/6/2020							1	1			No	
	165-25-053	839 LORI AV		20207497	SFD	O	8/18/2020							1	1	1		No	
	209-04-003	487 LINCOLN AV		20207605	SFD	O	10/2/2020							1	1			No	
	313-13-008	1465 RAMON DR		20207713	SFD	O	11/12/2020							1	1			No	
	165-12-057	664 W MCKINLEY AV		20207440	SFD	O	7/22/2020							2	2			No	

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1					2	3	4							5	6	7							8	9	10							11	12	13	14	15	16	17	18	19	20			21
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units+	Demolished or Destroyed Units+	Demolished/Destroyed Units Owner or Renter+	Notes+
Summary Row: Start Data Entry Below							66	0	23	0	5	56	58		208	18	0	0	0	14	56	394		482	0	0	40	0	17	39	409		505	0	0						32	0	0	
	209-25-003	362 S SUNNYVALE AV		20207344	2 - 4	R							2	6/23/2020	2									0									0		N	Y								
	135-13-045, 165-13-046, 165-13-068, 165-13-069, 165-13-073	365 S MATHILDA AV		20197269	5+	R	66		23				1	4/27/2020	90									0									0		N	Y	Other	Other	City Housing Funds, future LIHTC	55	3		R	City Owned Land
	204-03-002	210 W AHWANEE AV		20187006	5+	O					3		21	8/10/2020	24									0									0		N	Y		INC	Inclusionary	30	0			
	211-11-013	805 GARY AV		20187796	ADU	R						1	0	1/13/2020	1									0									0		N	Y								Project also listed below for the creation of 1 SFD unit
	209-30-041	545 S SUNNYVALE AV		20197815	ADU	R						1	0	1/24/2020	1									0									0		N	Y								
	320-28-040	1261 ALBION LN		20187893	ADU	R						1	0	2/4/2020	1									0									0		N	Y								
	204-43-016	223 W CALIFORNIA AV		20207095	ADU	R						1	0	2/7/2020	1									0									0		N	Y								
	165-13-009	572 W MC KINLEY AV		20187214	ADU	R						1	0	2/13/2020	1									0									0		N	Y								
	309-30-047	1501 S Wolfe Rd		20207128	ADU	R						1	0	2/20/2020	1									0									0		N	Y								
	104-18-025	1262 MANZANO WY		20207109	ADU	R						2	0	3/2/2020	2									0									0		N	Y								Project created 2 ADU's
	104-27-068	1130 MANZANO WY		20207039	ADU	R						1	0	3/5/2020	1									0									0		N	Y								
	320-12-016	1015 HAVRE CT		20207178	ADU	R						1	0	3/6/2020	1									0									0		N	Y								
	204-34-053	362 STOWELL AV		20197932	ADU	R						1	0	3/9/2020	1									0									0		N	Y								
	211-11-013	805 GARY AV		20207197	ADU	R						1	0	3/27/2020	1									0									0		N	Y								
	209-25-017	351 CARROLL ST		20197196	ADU	R						1	0	5/1/2020	1									0									0		N	Y								
	204-20-037	320 CYPRESS AV		20207288	ADU	R						1	0	5/19/2020	1									0									0		N	Y								
	309-07-017	1398 FLICKER WY		20207252	ADU	R						1	0	5/22/2020	1									0									0		N	Y								
	309-04-066	1322 FLOYD AV		20207238	ADU	R						1	0	5/28/2020	1									0									0		N	Y								
	313-27-058	1560 S WOLFE RD		20197899	ADU	R						1	0	5/29/2020	1									0									0		N	Y								
	104-22-018	1238 TUCSON AV		20197155	ADU	R						1	0	5/29/2020	1									0									0		N	Y								
	213-13-010	760 HENDERSON AV		20207108	ADU	R						1	0	6/10/2020	1									0									0		N	Y								
	316-27-028	814 SELKIRK PL		20207207	ADU	R						1	0	6/10/2020	1									0									0		N	Y								
	205-45-045	899 BIRCH AV		20207158	ADU	R						1	0	6/12/2020	1									0									0		N	Y								
	104-27-082	1279 PALAMOS AV		20207286	ADU	R						1	0	6/19/2020	1									0									0		N	Y								
	309-08-035	1356 ARLEEN AV		20207253	ADU	R						1	0	6/29/2020	1									0									0		N	Y								
	211-12-021	708 KOA CT		20207377	ADU	R						1	0	6/30/2020	1									0									0		N	Y								
	204-33-038	358 ORCHARD AV		20207335	ADU	R						1	0	7/6/2020	1									0									0		N	Y								
	323-01-011	1381 WARNER AV		20207322	ADU	R						1	0	7/15/2020	1									0									0		N	Y								
	313-41-047	1645 SWIFT CT		20207308	ADU	R						1	0	7/15/2020	1									0									0		N	Y								
	323-05-031	774 BLANCHARD WY		20207422	ADU	R						1	0	7/15/2020	1									0									0		N	Y								
	320-16-028	1618 HONFLEUR DR		20207372	ADU	R						1	0	7/17/2020	1									0									0		N	Y								
	165-14-065	549 W WASHINGTON AV		20207210	ADU	R						1	0	7/20/2020	1									0									0		N	Y								
	104-25-099	1198 PECOS WY		20207259	ADU	R						2	0	8/7/2020	2									0									0		N	Y								Project created 2 ADU's
	323-29-020	576 DUVALL CT		20207453	ADU	R						2	0	8/11/2020	2									0									0		N	Y								
	313-14-039	1425 NORMAN DR		20207491	ADU	R						1	0	8/26/2020	1									0									0		N	Y								
	213-05-050	498 PIN OAK DR		20207449	ADU	R						1	0	9/23/2020	1									0									0		N	Y								
	213-18-052	773 PRIVET CT		20207484	ADU	R						1	0	9/25/2020	1									0									0		N	Y								
	204-35-020	339 N SUNNYVALE AV		20207556	ADU	R						1	0	10/2/2020	1									0									0		N	Y								
	110-10-043	1092 DUNCAN AV		20207386	ADU	R						1	0	10/6/2020	1									0									0		N	Y								
	323-15-058	1450 MISTAYA CT		20207551	ADU	R						1	0	10/9/2020	1									0									0		N	Y								
	204-20-039	354 CYPRESS AV		20207584	ADU	R						1	0	10/13/2020	1									0									0		N	Y								
	211-10-009	812 PIERINO AV		20207490	ADU	R						1	0	10/14/2020	1									0									0		N	Y								
	198-35-002	1055 MERRIMAC DR		20207553	ADU	R						1	0	10/19/2020	1									0									0		N	Y								
	309-52-030	1628 MARIANI DR		20207604	ADU	R						1	0	10/19/2020	1									0									0		N	Y								
	104-20-137	1072 BURNTWOOD AV		20207545	ADU	R						1	0	10/19/2020	1									0									0		N	Y								
	104-28-024	1227 OAK CREEK WY		20207493	ADU	R						1	0	11/4/2020	1									0									0		N	Y								
	313-36-055	962 INVERNESS WY		20207658	ADU	R						1	0	11/8/2020	1									0									0		N	Y								
	316-27-014	1741 KILLDEER CT		20207618	ADU	R						1	0	11/18/2020	1									0									0		N	Y								
	204-37-054	450 MORSE AV		20207406	ADU	R						1	0	11/19/2020	1									0									0		N	Y								
	323-16-029	836 CORVALLIS DR		20207594	ADU	R						1	0	12/2/2020	1									0									0		N	Y								
	110-19-121	214 SILVERLAKE DR		20207414	ADU	R						1	0	12/14/2020	1									0									0		N	Y								
	209-11-029	423 BRYAN AV		20207779	ADU	R						1	0	12/14/2020	1									0									0		N	Y								
	313-27-057	1549 MEADOWLARK LN		20197898	ADU	R						1	0	12/17/2020	1									0									0		N	Y								
	309-40-040	1609 BITTERN DR		20207773	ADU	R						1	0	12/21/2020	1									0									0		N	Y								
	110-09-002	145 BRADFORD DR		20207714	ADU	R						1	0	12/22/2020	1									0									0		N	Y								
	209-26-027	421 S SUNNYVALE AV		20207369	ADU	R						1	0	10/27/2020	1									0									0		N	Y								
	209-26-027	421 S SUNNYVALE AV		20207369	SFD	O							1	10/27/2020	1									0									0		N	Y								
	204-38-008	475 N FAIR OAKS AV		20197415	SFA	O					2		16	7/28/2020	18									0									0		N	Y		INC		30	15	Demolished	R	
	320-03-035	1561 BARTON DR		20197127	SFD	O							1	2/24/2020	1									0									0		N	Y					1	Demolished	O	
	198-38-018	1136 NORTHUMBERLAND DR		20197603	SFD	O							2	3/11/2020	2									0									0		N	Y								
	165-12-083	606 W MC KINLEY AV		20187927	SFD	O							2	5/26/2020	2									0									0		N	Y								
	104-22-018	1238 TUCSON AV		20197155	SFD	O							1	5/29/2020	1									0									0		N	Y					1	Demolished	O	
	165-13-031	291 CHARLES ST		20197978	SFD	O							1	7/1/2020	1									0									0		N	Y					1	Demolished	O	
	165-25-087	808 LORI AV		20207323	SFD	O							1	7/2/2020	1									0									0		N	Y					1	Demolished	O	
	313-11-013	1336 NORMAN DR		20197195	SFD	O							1	7/9/2020	1									0									0		N	Y					1	Demolished	O	
	161-26-021	1134 W MCKINLEY AV		20207134	SFD	O							1	8/3/2020	1									0									0		N	Y					1	Demolished	O	
	204-25-019	687 BORREGAS AV		20207473	SFD	O							1	8/25/2020	1									0									0		N	Y					1	Demolished	O	
	165-13-027	255 CHARLES ST		20207300	SFD	O							1	10/2/2020	1									0									0		N	Y					2	Demolished	O	1 SFH and 1 ADU
	309-11-049	862 CORNWALL CT		20207270	SFD	O							1	10/9/2020	1									0									0		N	Y					1	Demolished	O	
	165-25-053	839 LORI AV		20207497	SFD	O							1	10/26/2020	1									0									0		N	Y					1	Destroyed	O	
	313-13-008	1465 RAMON DR		20207713	SFD	O							1	12/10/2020	1									0									0		N	Y					1	Demolished	O	
	198-27-024	788 LOIS AV		20207285	SFD	O							1	6/5/2020	1									0									0		N	Y					1	Demolished	O	
	211-11-013	805 GARY AV		20187796	SFD	O							1	1/13/2020	1									0									0		N	Y					1	Demolished	O	Project also listed above for the creation of 2 ADU's
	165-13-024	229 CHARLES ST		20200147	ADU	R									0						1	0	1/14/2020	1									0		N	Y								
	313-14-041	1441 NORMAN DR		20191264	ADU	R									0						1	0	2/14/2020	1									0		N	Y								
	313-41-047	1645 SWIFT CT		20196027	ADU	R									0						1	0	3/2/2020	1									0		N	Y								
	323-24-022	1536 KLAMATH DR		20200919	ADU	R									0						1	0	3/11/2020	1									0		N	Y								
	104-18-025	1262 MANZANO WY		20200970	ADU	R									0						2	0	3/11/2020	2									0		N	Y								Project created 2 ADU's
	205-47-002	828 DWIGHT AV		20201207	ADU	R									0						1	0	5/29/2020	1									0		N	Y								
	309-08-018	1333 ARLEEN AV		20194529	ADU	R									0						1	0	6/4/2020	1									0		N	Y								
	209-30-041	545 S SUNNYVALE AV		20200861	ADU	R									0						1	0	6/8/2020	1									0		N	Y								
	209-04-008	457 LINCOLN AV		20200863	ADU	R									0						1	0	7/16/2020	1									0		N	Y								
	110-11-021	148 BRADFORD DR		20201082	ADU	R									0						1	0	7/17/2020	1									0		N	Y								
	323-22-004	783 W HOMESTEAD RD		20201333	ADU	R									0						1	0	7/27/2020	1									0		N	Y								
	320-21-002	1481 S MARY AV		20201837	ADU	R									0						1	0	7/31/2020	1									0		N	Y								
	165-09-011	290 S MARY AV		20201527	ADU	R									0						1	0	8/17/2020	1									0		N	Y								
	320-28-040	1261 ALBION LN		20201686	ADU	R									0						1	0	8/20/2020	1									0		N	Y								
	198-35-011	1034 GRAPE AV		20201892	ADU	R									0						1	0	8/25/2020	1									0		N	Y								
	309-07-017	1398 FLICKER WY		20201725	ADU	R									0						1	0	8/26/2020	1									0		N	Y								
	204-49-038	127 N MURPHY AV		20201984	ADU	R									0						1	0	8/28/2020	1									0		N	Y								
	204-08-015	808 CAROLINA AV		20201332	ADU	R									0						1	0	9/2/2020	1									0		N	Y								
	320-06-008	1443 BELLEVILLE WY		20202457	ADU	R									0						1	0	9/4/2020	1									0		N	Y								
	323-09-027	1303 SELO DR		20202263	ADU	R									0						1	0	9/21/2020	1									0		N	Y								
	209-29-043	559 S TAAFFE ST		20202188	ADU	R									0						1	0	9/23/2020	1									0		N	Y								
	205-17-058	637 JOHANNA AV		20202481	ADU	R									0						1	0	10/15/2020	1									0		N	Y								
	204-44-042	263 JACKSON ST		20201496	ADU	R									0						1	0	10/16/2020	1									0		N	Y								
	110-18-048	866 LAKEWOOD DR		20202935	ADU	R									0						1	0	11/2/2020	1									0		N	Y								
	213-06-049	1015 AZALEA DR		20201535	ADU	R									0						1	0	11/9/2020	1									0		N	Y								
	165-09-023	954 W WASHINGTON AV		20202695	ADU	R									0						1	0	11/10/2020	1									0		N	Y								
	320-22-052	1402 KITIMAT PL		20203475	ADU	R									0						1	0	11/30/2020	1									0		N	Y								
	104-22-018	1238 TUCSON AV		20202542	ADU	R									0						1	0	12/1/2020	1									0		N	Y								
	204-06-033	262 ALTURAS AV		20202544	ADU	R									0						1	0	12/7/2020	1									0		N	Y								
	323-29-020	576 DUVALL CT		20202724	ADU	R									0						1	0	12/17/2020	1									0		N	Y								
	313-12-044	1370 RAMON DR		20203836	ADU	R									0						1	0	12/21/2020	1									0		N	Y								
	320-12-016	1015 HAVRE CT		20194523	ADU	R									0						1	0	1/16/2020	1									0		N	Y								
	-41-48-	830 W OLIVE AV		20191149	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-50-	820 W OLIVE AV		20191151	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-51-	816 W OLIVE AV		20191152	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-52-	810 W OLIVE AV		20191153	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-53-	806 W OLIVE AV		20191154	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-46-	840 W OLIVE AV		20191147	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-47-	836 W OLIVE AV		20191148	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-49-	826 W OLIVE AV		20191150	SFA	O									0							1	5/13/2020	1									0		N	Y								
	-41-54-	800 W OLIVE AV		20191155	SFD	O									0							1	5/13/2020	1									0		N	Y								
	-43-69-	654 HARCOT TR	370 San Aleso	20195432	2 - 4	O									0							1	11/4/2020	1									0		N	Y								
	-43-70-	656 HARCOT TR	370 San Aleso	20195433	2 - 4	O									0							1	11/4/2020	1									0		N	Y								
	-43-71-	658 HARCOT TR	370 San Aleso	20195434	2 - 4	O									0							1	11/4/2020	1									0		N	Y								
	-43-72-	660 HARCOT TR	370 San Aleso	20195435	2 - 4	O									0							1	11/4/2020	1									0		N	Y								
	-43-73-	662 HARCOT TR	370 San Aleso	20195436	2 - 4	O									0					1			11/4/2020	1									0		N	Y		INC		30				
	-43-74-	664 HARCOT TR	370 San Aleso	20195437	2 - 4	O									0							1	11/4/2020	1									0		N	Y								
	-43-77-	325 HARCOT TR	370 San Aleso	20195441	SFA	O									0					1			11/4/2020	1									0		N	Y		INC		30				
	-43-78-	327 HARCOT TR	370 San Aleso	20195442	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-79-	329 HARCOT TR	370 San Aleso	20195443	SFA	O									0					1			11/4/2020	1									0		N	Y		INC		30				
	-43-80-	331 HARCOT TR	370 San Aleso	20195444	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-81-	333 HARCOT TR	370 San Aleso	20195445	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-82-	332 HARCOT TR	370 San Aleso	20195446	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-83-	330 HARCOT TR	370 San Aleso	20195447	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-84-	328 HARCOT TR	370 San Aleso	20195448	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-85-	326 HARCOT TR	370 San Aleso	20195449	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-86-	324 HARCOT TR	370 San Aleso	20195450	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-87-	322 HARCOT TR	370 San Aleso	20195451	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-88-	320 HARCOT TR	370 San Aleso	20195452	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-75-	321 HARCOT TR	370 San Aleso	20195438	SFA	O									0							1	11/4/2020	1									0		N	Y								
	-43-76-	323 HARCOT TR	370 San Aleso	20195439	SFA	O									0							1	11/4/2020	1									0		N	Y								
	110-63-005	1115 LUBECK TR	Karlstad Devel	20193501	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-006	1117 LUBECK TR	Karlstad Devel	20193502	SFA	O									0					1			1/9/2020	1									0		N	Y		INC		30				
	110-63-007	1119 LUBECK TR	Karlstad Devel	20193503	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-008	1121 LUBECK TR	Karlstad Devel	20193504	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-009	403 LUBECK TR	Karlstad Devel	20193505	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-010	405 LUBECK TR	Karlstad Devel	20193506	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-011	407 LUBECK TR	Karlstad Devel	20193507	SFA	O									0							1	1/9/2020	1									0		N	Y								
	110-63-012	1121 KARLSTAD DR	Karlstad Devel	20193508	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-013	1119 KARLSTAD DR	Karlstad Devel	20193509	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-014	1117 KARLSTAD DR	Karlstad Devel	20193510	SFA	O									0					1			2/25/2020	1									0		N	Y		INC		30				
	110-63-015	1115 KARLSTAD DR	Karlstad Devel	20193511	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-016	1113 KARLSTAD DR	Karlstad Devel	20193512	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-017	411 TOYAMA DR	Karlstad Devel	20193513	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-018	409 TOYAMA DR	Karlstad Devel	20193514	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-019	407 TOYAMA DR	Karlstad Devel	20193515	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-020	405 TOYAMA DR	Karlstad Devel	20193516	SFA	O									0							1	2/25/2020	1									0		N	Y								
	110-63-021	403 TOYAMA DR	Karlstad Devel	20193517	SFA	O									0							1	2/25/2020	1									0		N	Y								
	-43-01-	808 SANTA CECILIA TR	Elev8tion	20192049	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-43-02-	814 SANTA CECILIA TR	Elev8tion	20192050	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-43-03-	816 SANTA CECILIA TR	Elev8tion	20192052	SFA	O									0					1		0	2/11/2020	1									0		N	Y		INC		30				
	204-59-017	789 SANTA CECILIA TR	Elev8tion	20192118	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-018	791 SANTA CECILIA TR	Elev8tion	20192119	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-019	793 SANTA CECILIA TR	Elev8tion	20192120	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-020	795 SANTA CECILIA TR	Elev8tion	20192121	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-021	797 SANTA CECILIA TR	Elev8tion	20192122	SFA	O									0					1			2/11/2020	1									0		N	Y		INC		30				
	204-59-022	799 SANTA CECILIA TR	Elev8tion	20192123	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-023	801 SANTA CECILIA TR	Elev8tion	20192124	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-024	803 SANTA CECILIA TR	Elev8tion	20192125	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-025	805 SANTA CECILIA TR	Elev8tion	20192126	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-026	807 SANTA CECILIA TR	Elev8tion	20192127	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-027	809 SANTA CECILIA TR	Elev8tion	20192128	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-028	811 SANTA CECILIA TR	Elev8tion	20192129	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-029	813 SANTA CECILIA TR	Elev8tion	20192130	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-030	815 SANTA CECILIA TR	Elev8tion	20192131	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-031	817 SANTA CECILIA TR	Elev8tion	20192132	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-032	819 SANTA CECILIA TR	Elev8tion	20192133	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-42-97-	784 SANTA CECILIA TR	Elev8tion	20192045	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-42-98-	790 SANTA CECILIA TR	Elev8tion	20192046	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-42-99-	796 SANTA CECILIA TR	Elev8tion	20192047	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-43-00-	802 SANTA CECILIA TR	Elev8tion	20192048	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-033	380 CAMARILLO TR	Elev8tion	20192134	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-034	382 CAMARILLO TR	Elev8tion	20192135	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-035	384 CAMARILLO TR	Elev8tion	20192136	SFA	O									0					1			2/11/2020	1									0		N	Y		INC		30				
	204-59-036	386 CAMARILLO TR	Elev8tion	20192137	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-037	388 CAMARILLO TR	Elev8tion	20192138	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-038	390 CAMARILLO TR	Elev8tion	20192139	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-039	392 CAMARILLO TR	Elev8tion	20192140	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-040	394 CAMARILLO TR	Elev8tion	20192141	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-048	379 CAMARILLO TR	Elev8tion	20192142	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-047	381 CAMARILLO TR	Elev8tion	20192143	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-046	383 CAMARILLO TR	Elev8tion	20192144	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-045	385 CAMARILLO TR	Elev8tion	20192145	SFA	O									0					1			2/11/2020	1									0		N	Y		INC		30				
	204-59-044	387 CAMARILLO TR	Elev8tion	20192146	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-043	389 CAMARILLO TR	Elev8tion	20192147	SFA	O									0					1			2/11/2020	1									0		N	Y		INC		30				
	204-59-042	391 CAMARILLO TR	Elev8tion	20192148	SFA	O									0							1	2/11/2020	1									0		N	Y								
	204-59-041	393 CAMARILLO TR	Elev8tion	20192149	SFA	O									0							1	2/11/2020	1									0		N	Y								
	-44-99-	1020 DELHI TR Apt 1	Ov8tion	20195802	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-45-00-	1020 DELHI TR Apt 2	Ov8tion	20195803	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-45-01-	1020 DELHI TR Apt 3	Ov8tion	20195804	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-45-02-	1020 DELHI TR Apt 4	Ov8tion	20195805	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-45-03-	1020 DELHI TR Apt 5	Ov8tion	20195806	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-46-01-	1025 DELHI TR Apt 1	Ov8tion	20195905	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-46-02-	1025 DELHI TR Apt 2	Ov8tion	20195906	SFA	O									0					1			7/16/2020	1									0		N	Y		INC		30				
	-46-03-	1025 DELHI TR Apt 3	Ov8tion	20195907	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-46-04-	1025 DELHI TR Apt 4	Ov8tion	20195908	SFA	O									0							1	7/16/2020	1									0		N	Y								
	-46-05-	1025 DELHI TR Apt 5	Ov8tion	20195909	SFA	O									0							1	7/16/2020	1									0		N	Y								
	209-48-010	623 AGAVE TR	Prism	20191696	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-011	621 AGAVE TR	Prism	20191697	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-012	619 AGAVE TR	Prism	20191698	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-013	625 AGAVE TR	Prism	20191699	SFA	O									0							1	8/4/2020	1									0		N	Y								

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1					2	3	4							5	6	7							8	9	10							11	12	13	14	15	16	17	18	19	20			21
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?+	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N+	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units+	Demolished or Destroyed Units+	Demolished/Destroyed Units Owner or Renter+	Notes+
	209-48-014	627 AGAVE TR	Prism	20191700	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-015	629 AGAVE TR	Prism	20191701	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-016	635 AGAVE TR	Prism	20191702	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-017	633 AGAVE TR	Prism	20191703	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-018	631 AGAVE TR	Prism	20191704	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-019	639 AGAVE TR	Prism	20191705	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-020	641 AGAVE TR	Prism	20191706	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-021	643 AGAVE TR	Prism	20191707	SFA	O									0							1	1/14/2020	1									0		N	Y								
	209-48-034	601 E EVELYN AV	Prism	20191722	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-035	603 E EVELYN AV	Prism	20191723	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-036	605 E EVELYN AV	Prism	20191724	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-037	607 E EVELYN AV	Prism	20191725	SFA	O									0					1			8/4/2020	1									0		N	Y		INC		30				
	209-48-038	609 E EVELYN AV	Prism	20191726	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-039	611 E EVELYN AV	Prism	20191727	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-040	613 E EVELYN AV	Prism	20191728	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-041	615 E EVELYN AV	Prism	20191729	SFA	O									0					1			8/4/2020	1									0		N	Y		INC		30				
	209-48-042	619 E EVELYN AV	Prism	20191730	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-043	621 E EVELYN AV	Prism	20191732	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-044	623 E EVELYN AV	Prism	20191733	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-045	625 E EVELYN AV	Prism	20191734	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-046	627 E EVELYN AV	Prism	20191735	SFA	O									0							1	8/4/2020	1									0		N	Y								
	209-48-001	601 AGAVE TR	Prism	20191687	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-002	603 AGAVE TR	Prism	20191688	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-003	605 AGAVE TR	Prism	20191689	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-004	611 AGAVE TR	Prism	20191690	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-005	609 AGAVE TR	Prism	20191691	SFA	O									0					1			12/3/2020	1									0		N	Y		INC		30				
	209-48-006	607 AGAVE TR	Prism	20191692	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-007	613 AGAVE TR	Prism	20191693	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-008	615 AGAVE TR	Prism	20191694	SFA	O									0							1	12/3/2020	1									0		N	Y								
	209-48-009	617 AGAVE TR	Prism	20191695	SFA	O									0							1	12/3/2020	1									0		N	Y								
	165-13-050	311 S MATHILDA AV		20190108	5+	R									0	6						69	2/24/2020	75									0		N	Y		DB		55				
	-4498	1030 INDIAN WELLS AV	1 AMD	20192391	5+	R									0	12						168	3/16/2020	180									0		N	Y		DB		55				
															0									0									0											
															0									0									0											
															0									0									0											
															0									0									0											
	309-45-050	731 JURA WY		20194797	SFD	O									0							1	1/2/2020	1									0		N	Y								
	165-16-036	828 MUENDER AV		20194006	SFD	O									0							1	1/10/2020	1									0		N	Y								
	320-12-016	1015 HAVRE CT		20194523	SFD	O									0							1	1/16/2020	1									0		N	Y								
	198-38-020	1128 NORTHUMBERLAND DR		20191346	SFD	O									0							1	1/28/2020	1									0		N	Y								
	320-12-008	1019 EDMONDS CT		20193906	SFD	O									0							1	2/6/2020	1									0		N	Y								
	165-25-018	881 SHIRLEY AV		20200658	SFD	O									0							1	3/17/2020	1									0		N	Y								
	198-35-028	1055 LACKAWANNA CT		20196050	SFD	O									0							1	5/26/2020	1									0		N	Y								
	110-23-096	983 LAKEBIRD DR		20195177	SFD	O									0							1	7/8/2020	1									0		N	Y								
	209-25-016	345 CARROLL ST		20173987	SFD	O									0							1	7/23/2020	1									0		N	Y								
	313-13-051	1472 S WOLFE RD		20181816	SFD	O									0							1	8/14/2020	1									0		N	Y								
	204-40-051	334 N BAYVIEW AV		20195768	SFD	O									0							1	9/17/2020	1									0		N	Y								
	313-11-013	1336 NORMAN DR		20201339	SFD	O									0							1	11/3/2020	1									0		N	Y								
	165-13-031	291 CHARLES ST		20202379	SFD	O									0							1	12/8/2020	1									0		N	Y								
	-44-36-	744 TOYON AV	Harmony	20195504	SFD	O									0							1	5/18/2020	1									0		N	Y								
	-44-37-	740 TOYON AV	Harmony	20195505	SFD	O									0							1	5/18/2020	1									0		N	Y								
	-44-38-	736 TOYON AV	Harmony	20195506	SFD	O									0							1	5/18/2020	1									0		N	Y								
	-44-41-	724 TOYON AV	Harmony	20195509	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-42-	720 TOYON AV	Harmony	20195510	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-43-	716 TOYON AV	Harmony	20195511	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-44-	712 TOYON AV	Harmony	20195512	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-45-	708 TOYON AV	Harmony	20195513	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-46-	704 TOYON AV	Harmony	20195514	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-47-	700 TOYON AV	Harmony	20195515	SFD	O									0							1	6/11/2020	1									0		N	Y								
	-44-71-	701 VALONIA OAK TR	Harmony	20195540	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-72-	705 VALONIA OAK TR	Harmony	20195541	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-73-	709 VALONIA OAK TR	Harmony	20195542	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-74-	713 VALONIA OAK TR	Harmony	20195543	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-89-	716 VALONIA OAK TR	Harmony	20195558	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-90-	712 VALONIA OAK TR	Harmony	20195559	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-91-	708 VALONIA OAK TR	Harmony	20195560	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-92-	704 VALONIA OAK TR	Harmony	20195561	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-93-	700 VALONIA OAK TR	Harmony	20195562	SFD	O									0							1	9/11/2020	1									0		N	Y								
	-44-48-	701 VINEMAPLE TR	Harmony	20195517	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-49-	705 VINEMAPLE TR	Harmony	20195518	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-50-	709 VINEMAPLE TR	Harmony	20195519	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-51-	713 VINEMAPLE TR	Harmony	20195520	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-67-	712 VINEMAPLE TR	Harmony	20195536	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-68-	708 VINEMAPLE TR	Harmony	20195537	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-69-	704 VINEMAPLE TR	Harmony	20195538	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-44-70-	700 VINEMAPLE TR	Harmony	20195539	SFD	O									0							1	12/10/2020	1									0		N	Y								
	-46-08-	505 E MCKINLEY AV		20195920	SFD	O									0							1	12/29/2020	1									0		N	Y								
	-46-07-	509 E MCKINLEY AV		20195921	SFD	O									0							1	12/29/2020	1									0		N	Y								
	205-50-045	1120 KIFER RD	Savoy	20174065	5 +	R									0									0			40				250	9/11/2020	290		N	Y								
	202-32-033	1237 ELDERBERRY DR		20191572	ADU	R									0									0						1	0	1/10/2020	1		N	Y								
	205-47-011	898 DWIGHT AV		20184194	ADU	R									0									0						1	0	1/24/2020	1		N	Y								
	209-28-031	461 S FRANCES ST		20192870	ADU	R									0									0						1	0	1/24/2020	1		N	Y								
	323-13-047	592 CLEARWATER CT		20184226	ADU	R									0									0						1	0	1/29/2020	1		N	Y								
	204-48-031	6 OAK CT		20193715	ADU	R									0									0						1	0	1/29/2020	1		N	Y								
	198-40-041	952 ROBIN WY		20191395	ADU	R									0									0						1	0	2/11/2020	1		N	Y								
	165-14-063	503 W WASHINGTON AV		20191573	ADU	R									0									0						1	0	2/20/2020	1		N	Y								
	320-10-042	1410 S BERNARDO AV		20191996	ADU	R									0									0						1	0	2/28/2020	1		N	Y								
	204-11-021	599 N EDEN AV		20194505	ADU	R									0									0						1	0	3/2/2020	1		N	Y								
	204-35-051	374 N MURPHY AV		20184152	ADU	R									0									0						1	0	3/5/2020	1		N	Y								
	165-16-033	850 MUENDER AV		20193574	ADU	R									0									0						1	0	3/12/2020	1		N	Y								
	202-17-005	798 TRENTON DR		20190998	ADU	R									0									0						1	0	5/6/2020	1		N	Y								
	198-20-004	1149 JAMESTOWN DR		20193329	ADU	R									0									0						1	0	5/8/2020	1		N	Y								
	213-40-050	928 POPULUS PL		20195122	ADU	R									0									0						1	0	5/15/2020	1		N	Y								
	198-38-007	1155 PLYMOUTH DR		20193292	ADU	R									0									0						1	0	5/26/2020	1		N	Y								
	309-30-047	1501 S WOLFE RD		20200777	ADU	R									0									0						1	0	6/2/2020	1		N	Y								
	110-10-046	236 BRADFORD DR		20192336	ADU	R									0									0						1	0	6/10/2020	1		N	Y								
	201-31-050	562 DAWN DR		20193130	ADU	R									0									0						1	0	6/22/2020	1		N	Y								
	211-29-002	1226 REMBRANDT DR		20194421	ADU	R									0									0						1	0	6/23/2020	1		N	Y								
	104-18-025	1262 MANZANO WY		20200970	ADU	R									0									0						2	0	7/13/2020	2		N	Y								Project created 2 ADU's
	323-09-056	1338 LOS ARBOLES AV		20181781	ADU	R									0									0						1	0	7/14/2020	1		N	Y								
	323-24-022	1536 KLAMATH DR		20200919	ADU	R									0									0						1	0	7/15/2020	1		N	Y								
	313-37-067	956 KINTYRE WY		20185340	ADU	R									0									0						1	0	8/5/2020	1		N	Y								
	165-13-057	226 CHARLES ST		20182796	ADU	R									0									0						1	0	8/27/2020	1		N	Y								
	198-10-008	893 S KNICKERBOCKER DR		20191353	ADU	R									0									0						1	0	9/4/2020	1		N	Y								
	202-34-010	1095 REMSEN CT		20200839	ADU	R									0									0						1	0	9/8/2020	1		N	Y								
	316-04-008	1713 HERON AV		20191081	ADU	R									0									0						1	0	9/9/2020	1		N	Y								
	313-39-039	915 LORNE WY		20201299	ADU	R									0									0						1	0	9/18/2020	1		N	Y								
	313-14-023	1487 NAVARRO DR		20195742	ADU	R									0									0						1	0	9/22/2020	1		N	Y								
	309-08-005	1368 PAULINE DR		20194264	ADU	R									0									0						1	0	9/29/2020	1		N	Y								
	202-08-021	614 TORRINGTON DR		20192540	ADU	R									0									0						1	0	9/30/2020	1		N	Y								
	110-23-052	1005 LAKEHAVEN DR		20190951	ADU	R									0									0						1	0	10/13/2020	1		N	Y								
	165-13-024	229 CHARLES ST		20200147	ADU	R									0									0						1	0	10/22/2020	1		N	Y								
	309-29-031	1481 MALLARD WY		20195015	ADU	R									0									0						1	0	10/22/2020	1		N	Y								
	205-47-002	828 DWIGHT AV		20201207	ADU	R									0									0						1	0	11/9/2020	1		N	Y								
	165-06-112	437 S PASTORIA AV		20200843	ADU	R									0									0						1	0	12/1/2020	1		N	Y								
	211-11-010	817 GARY AV		20193219	ADU	R									0									0						1	0	12/18/2020	1		N	Y								
	209-30-041	545 S SUNNYVALE AV		20200861	ADU	R									0									0						1	0	12/23/2020	1		N	Y								
	205-57-037	402 SANTO DOMINGO TR	Santo Domingo	20162901	SFA	O									0									0							1	1/30/2020	1		N	Y								
	205-57-056	403 SANTO DOMINGO TR	Santo Domingo	20162902	SFA	O									0									0							1	2/7/2020	1		N	Y								
	205-57-038	404 SANTO DOMINGO TR	Santo Domingo	20162903	SFA	O									0									0							1	2/5/2020	1		N	Y								
	205-57-039	406 SANTO DOMINGO TR	Santo Domingo	20162904	SFA	O									0									0					1			2/5/2020	1		N	Y		Inc		30				
	205-57-040	408 SANTO DOMINGO TR	Santo Domingo	20162905	SFA	O									0									0							1	2/4/2020	1		N	Y								
	205-57-041	410 SANTO DOMINGO TR	Santo Domingo	20162906	SFA	O									0									0							1	2/4/2020	1		N	Y								
	205-57-042	412 SANTO DOMINGO TR	Santo Domingo	20162907	SFA	O									0									0							1	2/5/2020	1		N	Y								
	205-57-043	414 SANTO DOMINGO TR	Santo Domingo	20162908	SFA	O									0									0							1	1/30/2020	1		N	Y								
	205-57-050	415 SANTO DOMINGO TR	Santo Domingo	20162909	SFA	O									0									0							1	1/30/2020	1		N	Y								
	205-57-051	413 SANTO DOMINGO TR	Santo Domingo	20162910	SFA	O									0									0					1			2/7/2020	1		N	Y		Inc		30				
	205-57-052	411 SANTO DOMINGO TR	Santo Domingo	20162911	SFA	O									0									0							1	1/30/2020	1		N	Y								
	205-57-053	409 SANTO DOMINGO TR	Santo Domingo	20162912	SFA	O									0									0							1	2/4/2020	1		N	Y								
	205-57-054	407 SANTO DOMINGO TR	Santo Domingo	20162913	SFA	O									0									0							1	2/4/2020	1		N	Y								
	205-57-055	405 SANTO DOMINGO TR	Santo Domingo	20162914	SFA	O									0									0							1	2/20/2020	1		N	Y								
	205-57-044	416 SANTO DOMINGO TR	Santo Domingo	20162915	SFA	O									0									0							1	2/5/2020	1		N	Y								
	205-57-049	417 SANTO DOMINGO TR	Santo Domingo	20162916	SFA	O									0									0							1	2/7/2020	1		N	Y								
	205-57-045	422 SANTO DOMINGO TR	Santo Domingo	20162920	SFA	O									0									0							1	2/6/2020	1		N	Y								
	205-57-046	424 SANTO DOMINGO TR	Santo Domingo	20162921	SFA	O									0									0							1	2/6/2020	1		N	Y								
	205-57-047	425 SANTO DOMINGO TR	Santo Domingo	20162922	SFA	O									0									0							1	2/6/2020	1		N	Y								
	205-57-048	423 SANTO DOMINGO TR	Santo Domingo	20162923	SFA	O									0									0							1	2/6/2020	1		N	Y								
	110-61-001	506 SARDINIA TR	Classic@FairOaks	20185138	SFA	O									0									0							1	7/30/2020	1		N	Y								
	110-61-002	508 SARDINIA TR	Classic@FairOaks	20185139	SFA	O									0									0					1			7/30/2020	1		N	Y		INC		30				
	110-61-003	510 SARDINIA TR	Classic@FairOaks	20185140	SFA	O									0									0							1	7/30/2020	1		N	Y								
	110-61-004	512 SARDINIA TR	Classic@FairOaks	20185141	SFA	O									0									0							1	7/30/2020	1		N	Y								
	110-61-005	514 SARDINIA TR	Classic@FairOaks	20185142	SFA	O									0									0							1	7/30/2020	1		N	Y								
	110-61-006	516 SARDINIA TR	Classic@FairOaks	20185143	SFA	O									0									0							1	7/30/2020	1		N	Y								
	110-61-007	517 SARDINIA TR	Classic@FairOaks	20185144	SFA	O									0									0							1	8/10/2020	1		N	Y								
	110-61-008	515 SARDINIA TR	Classic@FairOaks	20185145	SFA	O									0									0							1	8/6/2020	1		N	Y								
	110-61-009	513 SARDINIA TR	Classic@FairOaks	20185146	SFA	O									0									0							1	8/6/2020	1		N	Y								
	110-61-010	511 SARDINIA TR	Classic@FairOaks	20185147	SFA	O									0									0							1	8/6/2020	1		N	Y								
	110-61-011	509 SARDINIA TR	Classic@FairOaks	20185148	SFA	O									0									0							1	8/10/2020	1		N	Y								
	110-61-012	505 SARDINIA TR	Classic@FairOaks	20185149	SFA	O									0									0							1	8/10/2020	1		N	Y								
	110-61-013	503 SARDINIA TR	Classic@FairOaks	20185150	SFA	O									0									0							1	8/12/2020	1		N	Y								
	110-61-014	501 SARDINIA TR	Classic@FairOaks	20185151	SFA	O									0									0							1	9/9/2020	1		N	Y								
	110-62-001	1131 GIANNITSA TR	Santorini	20190211	SFA	O									0									0							1	2/19/2020	1		N	Y								
	110-62-002	1129 GIANNITSA TR	Santorini	20190212	SFA	O									0									0							1	2/19/2020	1		N	Y								
	110-62-003	1127 GIANNITSA TR	Santorini	20190213	SFA	O									0									0							1	2/20/2020	1		N	Y								
	110-62-004	1125 GIANNITSA TR	Santorini	20190214	SFA	O									0									0							1	2/20/2020	1		N	Y								
	110-62-005	1123 GIANNITSA TR	Santorini	20190215	SFA	O									0									0							1	2/5/2020	1		N	Y								
	110-62-006	1121 GIANNITSA TR	Santorini	20190216	SFA	O									0									0							1	2/10/2020	1		N	Y								
	110-62-007	1119 GIANNITSA TR	Santorini	20190217	SFA	O									0									0					1			2/10/2020	1		N	Y		INC		30				
	110-62-008	1117 GIANNITSA TR	Santorini	20190218	SFA	O									0									0							1	2/11/2020	1		N	Y								
	110-62-009	1115 GIANNITSA TR	Santorini	20190219	SFA	O									0									0							1	2/11/2020	1		N	Y								
	110-62-010	109 GAIA TR	Santorini	20190220	SFA	O									0									0							1	6/10/2020	1		N	Y								
	110-62-011	107 GAIA TR	Santorini	20190221	SFA	O									0									0							1	6/9/2020	1		N	Y								
	110-62-012	105 GAIA TR	Santorini	20190222	SFA	O									0									0							1	6/22/2020	1		N	Y								
	110-62-013	103 GAIA TR	Santorini	20190223	SFA	O									0									0							1	6/16/2020	1		N	Y								
	110-62-014	101 GAIA TR	Santorini	20190224	SFA	O									0									0					1			4/2/2020	1		N	Y		INC		30				
	110-62-015	106 GAIA TR	Santorini	20190225	SFA	O									0									0							1	6/18/2020	1		N	Y								
	110-62-016	104 GAIA TR	Santorini	20190226	SFA	O									0									0							1	6/22/2020	1		N	Y								
	110-62-017	102 GAIA TR	Santorini	20190227	SFA	O									0									0							1	6/18/2020	1		N	Y								
	110-62-018	100 GAIA TR	Santorini	20190228	SFA	O									0									0							1	6/18/2020	1		N	Y								
	209-48-016	635 AGAVE TR	Prism	20191702	SFA	O									0									0							1	12/11/2020	1		N	Y								
	209-48-017	633 AGAVE TR	Prism	20191703	SFA	O									0									0							1	12/11/2020	1		N	Y								
	209-48-018	631 AGAVE TR	Prism	20191704	SFA	O									0									0							1	11/23/2020	1		N	Y								
	209-48-019	639 AGAVE TR	Prism	20191705	SFA	O									0									0							1	10/8/2020	1		N	Y								
	209-48-020	641 AGAVE TR	Prism	20191706	SFA	O									0									0							1	9/28/2020	1		N	Y								
	209-48-021	643 AGAVE TR	Prism	20191707	SFA	O									0									0							1	12/15/2020	1		N	Y								
	209-48-022	649 AGAVE TR	Prism	20191709	SFA	O									0									0							1	9/18/2020	1		N	Y								
	209-48-023	647 AGAVE TR	Prism	20191710	SFA	O									0									0					1			10/6/2020	1		N	Y		INC		30				
	209-48-024	645 AGAVE TR	Prism	20191711	SFA	O									0									0							1	10/2/2020	1		N	Y								
	209-48-025	651 AGAVE TR	Prism	20191712	SFA	O									0									0							1	8/12/2020	1		N	Y								
	209-48-026	653 AGAVE TR	Prism	20191713	SFA	O									0									0							1	11/3/2020	1		N	Y								
	209-48-027	655 AGAVE TR	Prism	20191714	SFA	O									0									0							1	8/12/2020	1		N	Y								
	209-48-028	661 AGAVE TR	Prism	20191716	SFA	O									0									0					1			8/17/2020	1		N	Y		INC		30				
	209-48-029	659 AGAVE TR	Prism	20191717	SFA	O									0									0							1	11/3/2020	1		N	Y								
	209-48-030	657 AGAVE TR	Prism	20191718	SFA	O									0									0							1	8/4/2020	1		N	Y								
	209-48-032	665 AGAVE TR	Prism	20191720	SFA	O									0									0							1	6/4/2020	1		N	Y								
	209-48-047	629 E EVELYN AV	Prism	20191736	SFA	O									0									0							1	8/24/2020	1		N	Y								
	209-48-048	631 E EVELYN AV	Prism	20191737	SFA	O									0									0							1	8/18/2020	1		N	Y								
	209-48-049	633 E EVELYN AV	Prism	20191738	SFA	O									0									0							1	9/10/2020	1		N	Y								
	209-48-050	635 E EVELYN AV	Prism	20191739	SFA	O									0									0					1			7/13/2020	1		N	Y		INC		30				
	209-48-051	637 E EVELYN AV	Prism	20191740	SFA	O									0									0							1	7/13/2020	1		N	Y								
	209-48-052	639 E EVELYN AV	Prism	20191741	SFA	O									0									0							1	7/13/2020	1		N	Y								
	209-48-053	641 E EVELYN AV	Prism	20191742	SFA	O									0									0							1	6/22/2020	1		N	Y								
	209-48-054	643 E EVELYN AV	Prism	20191744	SFA	O									0									0							1	6/24/2020	1		N	Y								
	209-48-055	645 E EVELYN AV	Prism	20191745	SFA	O									0									0							1	8/18/2020	1		N	Y								
	209-48-056	647 E EVELYN AV	Prism	20191746	SFA	O									0									0							1	7/9/2020	1		N	Y								
	209-48-057	649 E EVELYN AV	Prism	20191747	SFA	O									0									0							1	7/9/2020	1		N	Y								
	209-48-058	651 E EVELYN AV	Prism	20191748	SFA	O									0									0							1	7/9/2020	1		N	Y		INC		30				
	209-48-059	653 E EVELYN AV	Prism	20191749	SFA	O									0									0							1	6/4/2020	1		N	Y								
	209-48-060	655 E EVELYN AV	Prism	20191750	SFA	O									0									0							1	6/4/2020	1		N	Y								
	204-57-001	698 SANTA CECILIA TR	Elev8tion	20192030	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-002	700 SANTA CECILIA TR	Elev8tion	20192031	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-003	706 SANTA CECILIA TR	Elev8tion	20192032	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-004	712 SANTA CECILIA TR	Elev8tion	20192033	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-005	718 SANTA CECILIA TR	Elev8tion	20192034	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-006	724 SANTA CECILIA TR	Elev8tion	20192035	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-007	730 SANTA CECILIA TR	Elev8tion	20192036	SFA	O									0									0							1	7/30/2020	1		N	Y								
	204-57-008	736 SANTA CECILIA TR	Elev8tion	20192037	SFA	O									0									0							1	7/28/2020	1		N	Y								

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement									Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy										Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Notes
1					2	3	4							5	6	7							8	9	10							11	12	13	14	15	16	17	18	19	20			21
Prior APN[+]	Current APN	Street Address	Project Name[+]	Local Jurisdiction Tracking ID[+]	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?[+]	Was Project APPROVED using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N[+]	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)[+]	Number of Demolished/Destroyed Units[+]	Demolished or Destroyed Units[+]	Demolished/Destroyed Units Owner or Renter[+]	Notes[+]
	204-57-009	742 SANTA CECILIA TR	Elev8tion	20192038	SFA	O									0									0							1	7/28/2020	1		N	Y								
	204-57-010	748 SANTA CECILIA TR	Elev8tion	20192039	SFA	O									0									0					1			7/28/2020	1		N	Y		INC		30				
	204-57-011	754 SANTA CECILIA TR	Elev8tion	20192040	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-57-012	760 SANTA CECILIA TR	Elev8tion	20192041	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-57-013	766 SANTA CECILIA TR	Elev8tion	20192042	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-57-014	772 SANTA CECILIA TR	Elev8tion	20192043	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-57-015	778 SANTA CECILIA TR	Elev8tion	20192044	SFA	O									0									0							1	7/22/2020	1		N	Y								
	204-57-016	784 SANTA CECILIA TR	Elev8tion	20192045	SFA	O									0									0							1	8/25/2020	1		N	Y								
	204-57-017	790 SANTA CECILIA TR	Elev8tion	20192046	SFA	O									0									0							1	8/28/2020	1		N	Y								
	204-57-018	796 SANTA CECILIA TR	Elev8tion	20192047	SFA	O									0									0							1	8/28/2020	1		N	Y								
	204-52-005	320 ALVISO TR	Elev8tion	20192053	SFA	O									0									0							1	12/2/2020	1		N	Y								
	204-52-006	322 ALVISO TR	Elev8tion	20192054	SFA	O									0									0					1			12/2/2020	1		N	Y		INC		30				
	204-52-007	324 ALVISO TR	Elev8tion	20192055	SFA	O									0									0							1	12/3/2020	1		N	Y								
	204-52-008	326 ALVISO TR	Elev8tion	20192056	SFA	O									0									0							1	12/3/2020	1		N	Y								
	204-52-009	328 ALVISO TR	Elev8tion	20192057	SFA	O									0									0					1			12/3/2020	1		N	Y		INC		30				
	204-52-010	330 ALVISO TR	Elev8tion	20192058	SFA	O									0									0							1	12/3/2020	1		N	Y								
	204-52-011	332 ALVISO TR	Elev8tion	20192059	SFA	O									0									0							1	12/2/2020	1		N	Y								
	204-52-012	334 ALVISO TR	Elev8tion	20192060	SFA	O									0									0							1	12/7/2020	1		N	Y								
	204-52-020	321 ALVISO TR	Elev8tion	20192061	SFA	O									0									0							1	12/7/2020	1		N	Y								
	204-52-019	323 ALVISO TR	Elev8tion	20192062	SFA	O									0									0							1	12/7/2020	1		N	Y								
	204-52-017	327 ALVISO TR	Elev8tion	20192064	SFA	O									0									0					1			12/2/2020	1		N	Y		INC		30				
	204-52-016	329 ALVISO TR	Elev8tion	20192065	SFA	O									0									0							1	12/4/2020	1		N	Y								
	204-52-015	331 ALVISO TR	Elev8tion	20192066	SFA	O									0									0							1	12/4/2020	1		N	Y								
	204-52-014	333 ALVISO TR	Elev8tion	20192067	SFA	O									0									0							1	12/4/2020	1		N	Y								
	204-52-013	335 ALVISO TR	Elev8tion	20192068	SFA	O									0									0							1	12/4/2020	1		N	Y								
	204-52-021	693 SANTA CECILIA TR	Elev8tion	20192069	SFA	O									0									0							1	9/16/2020	1		N	Y								
	204-52-022	695 SANTA CECILIA TR	Elev8tion	20192070	SFA	O									0									0							1	9/16/2020	1		N	Y								
	204-52-023	697 SANTA CECILIA TR	Elev8tion	20192071	SFA	O									0									0					1			9/16/2020	1		N	Y		INC		30				
	204-52-024	699 SANTA CECILIA TR	Elev8tion	20192072	SFA	O									0									0							1	9/16/2020	1		N	Y								
	204-52-025	701 SANTA CECILIA TR	Elev8tion	20192073	SFA	O									0									0							1	9/17/2020	1		N	Y								
	204-52-026	703 SANTA CECILIA TR	Elev8tion	20192074	SFA	O									0									0							1	9/17/2020	1		N	Y								
	204-52-027	705 SANTA CECILIA TR	Elev8tion	20192075	SFA	O									0									0							1	9/17/2020	1		N	Y								
	204-52-028	707 SANTA CECILIA TR	Elev8tion	20192076	SFA	O									0									0							1	9/17/2020	1		N	Y								
	204-52-029	709 SANTA CECILIA TR	Elev8tion	20192077	SFA	O									0									0							1	9/21/2020	1		N	Y								
	204-52-030	711 SANTA CECILIA TR	Elev8tion	20192078	SFA	O									0									0							1	9/21/2020	1		N	Y								
	204-52-031	713 SANTA CECILIA TR	Elev8tion	20192079	SFA	O									0									0							1	9/21/2020	1		N	Y								
	204-52-032	715 SANTA CECILIA TR	Elev8tion	20192080	SFA	O									0									0							1	9/21/2020	1		N	Y								
	204-52-033	717 SANTA CECILIA TR	Elev8tion	20192081	SFA	O									0									0							1	9/22/2020	1		N	Y								
	204-52-034	719 SANTA CECILIA TR	Elev8tion	20192082	SFA	O									0									0							1	9/22/2020	1		N	Y								
	204-52-036	723 SANTA CECILIA TR	Elev8tion	20192084	SFA	O									0									0							1	9/22/2020	1		N	Y								
	204-52-037	725 SANTA CECILIA TR	Elev8tion	20192085	SFA	O									0									0							1	8/11/2020	1		N	Y								
	204-52-038	727 SANTA CECILIA TR	Elev8tion	20192086	SFA	O									0									0					1			8/11/2020	1		N	Y		INC		30				
	204-52-039	729 SANTA CECILIA TR	Elev8tion	20192087	SFA	O									0									0							1	8/11/2020	1		N	Y								
	204-52-040	731 SANTA CECILIA TR	Elev8tion	20192088	SFA	O									0									0							1	8/11/2020	1		N	Y								
	204-52-041	733 SANTA CECILIA TR	Elev8tion	20192089	SFA	O									0									0							1	8/11/2020	1		N	Y								
	204-52-042	735 SANTA CECILIA TR	Elev8tion	20192090	SFA	O									0									0							1	8/13/2020	1		N	Y								
	204-52-043	737 SANTA CECILIA TR	Elev8tion	20192091	SFA	O									0									0							1	8/13/2020	1		N	Y								
	204-52-044	739 SANTA CECILIA TR	Elev8tion	20192092	SFA	O									0									0							1	8/13/2020	1		N	Y								
	204-52-045	741 SANTA CECILIA TR	Elev8tion	20192093	SFA	O									0									0							1	8/13/2020	1		N	Y								
	204-52-046	743 SANTA CECILIA TR	Elev8tion	20192095	SFA	O									0									0							1	8/13/2020	1		N	Y								
	204-52-047	745 SANTA CECILIA TR	Elev8tion	20192096	SFA	O									0									0							1	8/17/2020	1		N	Y								
	204-52-048	747 SANTA CECILIA TR	Elev8tion	20192097	SFA	O									0									0					1			8/17/2020	1		N	Y		INC		30				
	204-52-049	749 SANTA CECILIA TR	Elev8tion	20192098	SFA	O									0									0							1	8/17/2020	1		N	Y								
	204-52-050	751 SANTA CECILIA TR	Elev8tion	20192099	SFA	O									0									0							1	8/17/2020	1		N	Y								
	204-52-051	753 SANTA CECILIA TR	Elev8tion	20192100	SFA	O									0									0							1	8/17/2020	1		N	Y								
	204-59-001	757 SANTA CECILIA TR	Elev8tion	20192102	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-59-002	759 SANTA CECILIA TR	Elev8tion	20192103	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-59-003	761 SANTA CECILIA TR	Elev8tion	20192104	SFA	O									0									0					1			7/10/2020	1		N	Y		INC		30				
	204-59-004	763 SANTA CECILIA TR	Elev8tion	20192105	SFA	O									0									0							1	7/10/2020	1		N	Y								
	204-59-005	765 SANTA CECILIA TR	Elev8tion	20192106	SFA	O									0									0							1	7/16/2020	1		N	Y								
	204-59-006	767 SANTA CECILIA TR	Elev8tion	20192107	SFA	O									0									0							1	7/14/2020	1		N	Y								
	204-59-007	769 SANTA CECILIA TR	Elev8tion	20192108	SFA	O									0									0							1	7/14/2020	1		N	Y								
	204-59-008	771 SANTA CECILIA TR	Elev8tion	20192109	SFA	O									0									0							1	7/16/2020	1		N	Y								
	204-59-009	773 SANTA CECILIA TR	Elev8tion	20192110	SFA	O									0									0							1	7/14/2020	1		N	Y								
	204-59-013	781 SANTA CECILIA TR	Elev8tion	20192114	SFA	O									0									0							1	7/16/2020	1		N	Y								
	204-59-014	783 SANTA CECILIA TR	Elev8tion	20192115	SFA	O									0									0							1	7/8/2020	1		N	Y								
	204-59-015	785 SANTA CECILIA TR	Elev8tion	20192116	SFA	O									0									0							1	7/8/2020	1		N	Y								
	204-59-016	787 SANTA CECILIA TR	Elev8tion	20192117	SFA	O									0									0							1	7/8/2020	1		N	Y								
	204-51-062	365 BEEMER AV		20152045	SFD	O									0									0							1	6/8/2020	1		N	Y								
	323-08-059	1336 CORDILLERAS AV		20152785	SFD	O									0									0							1	5/15/2020	1		N	Y								
	313-01-057	1374 S WOLFE RD		20165695	SFD	O									0									0							1	10/6/2020	1		N	Y								
	165-05-003	890 W IOWA AV		20171798	SFD	O									0									0							1	11/10/2020	1		N	Y								
	209-04-018	428 E WASHINGTON AV		20173824	SFD	O									0									0							1	2/6/2020	1		N	Y								
	104-19-094	1291 TUCSON AV		20175464	SFD	O									0									0							1	8/5/2020	1		N	Y								
	198-39-012	1106 W KNICKERBOCKER DR		20183054	SFD	O									0									0							1	3/30/2020	1		N	Y								
	309-16-009	1492 FLOYD AV		20183341	SFD	O									0									0							1	7/31/2020	1		N	Y								
	313-13-024	1436 HAMPTON DR		20184052	SFD	O									0									0							1	7/20/2020	1		N	Y								
	313-01-023	1398 HAMPTON DR		20185749	SFD	O									0									0							1	6/3/2020	1		N	Y								
	313-29-007	1568 ORIOLE AV		20190309	SFD	O									0									0							1	9/21/2020	1		N	Y								
	213-31-020	830 TAMARACK LN		20190486	SFD	O									0									0							1	6/11/2020	1		N	Y								
	323-24-048	1608 KENNEWICK DR		20190866	SFD	O									0									0							1	3/24/2020	1		N	Y								
	204-29-021	232 W ARBOR AV		20191157	SFD	O									0									0							1	12/23/2020	1		N	Y								
	198-39-035	1145 MERRIMAC DR		20191419	SFD	O									0									0							1	6/29/2020	1		N	Y								
	165-16-036	828 MUENDER AV		20194006	SFD	O									0									0							1	12/1/2020	1		N	Y								
	309-45-050	731 JURA WY		20194797	SFD	O									0									0							1	7/13/2020	1		N	Y								
	204-52-035	721 SANTA CECILIA TER.	Elev8tion	20192083	SFA	O									0									0					1			9/14/2020	1		N	Y		INC		30				
	326-21-036	1780 LAURENTIAN WY		20194076	ADU	R									0						1		02/11/20	1									0		N	Y								
	165-13-009	572 W MCKINLEY AV		20194305	ADU	R									0						1		07/08/20	1									0		N	Y								
	309-29-031	1481 MALLARD WY		20195015	ADU	R									0						1		01/14/20	1									0		N	Y								
	309-52-030	1628 MARIANI DR		20196091	ADU	R									0						1		01/22/20	1									0		N	Y								
	309-30-047	1501 S WOLFE RD		20200777	ADU	R									0						1		03/04/20	1									0		N	Y								
	204-43-016	223 W CALIFORNIA AV		20200963	ADU	R									0						1		07/01/20	1									0		N	Y								
	213-13-010	760 HENDERSON AV		20201331	ADU	R									0						1		07/15/20	1									0		N	Y								
	204-34-053	362 STOWELL AV		20201351	ADU	R									0						1		07/24/20	1									0		N	Y								
	204-33-016	339 STOWELL AV		20201393	ADU	R									0						1		07/30/20	1									0		N	Y								
	204-11-018	596 N EDEN AV		20201566	ADU	R									0						1		10/08/20	1									0		N	Y								
	316-27-028	814 SELKIRK PL		20201762	ADU	R									0						1		08/19/20	1									0		N	Y								
	205-45-045	899 BIRCH AV		20201895	ADU	R									0						1		10/02/20	1									0		N	Y								
	309-04-066	1322 FLOYD AV		20201946	ADU	R									0						1		09/17/20	1									0		N	Y								
	104-27-068	1130 MANZANO WY		20201953	ADU	R									0						1		09/14/20	1									0		N	Y								
	213-05-050	498 PIN OAK DR		20201986	ADU	R									0						1		11/03/20	1									0		N	Y								
	320-13-047	1577 CORONACH AV		20202001	ADU	R									0						1		11/19/20	1									0		N	Y								
	211-12-019	720 KOA CT		20191600	ADU	R									0						1		06/15/20	1									0		N	Y								
	110-10-059	1029 ESSEX AV		20200424	ADU	R									0						1		02/05/20	1									0		N	Y								
	202-34-010	1095 REMSEN CT		20200839	ADU	R									0						1		05/20/20	1									0		N	Y								
	165-06-112	437 S PASTORIA AV		20200843	ADU	R									0						1		03/06/20	1									0		N	Y								
	313-39-039	915 LORNE WY		20201299	ADU	R									0						1		08/20/20	1									0		N	Y								
	313-14-039	1425 NORMAN DR		20202404	ADU	R									0						1		09/23/20	1									0		N	Y								
	161-17-013	1270 CORONADO DR		20202907	ADU	R									0						1		11/30/20	1									0		N	Y								
															0									0									0											

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This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	2									3	4
Income Level		**RHNA Allocation by Income Level**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	1640	43		46		25	18				132	**1508**
	Non-Deed Restricted												
Low	Deed Restricted	906		1	20	40						61	**845**
	Non-Deed Restricted												
Moderate	Deed Restricted	932	18	24	35	33		14				277	**655**
	Non-Deed Restricted		8	8	12	29	40	56					
Above Moderate		1974	796	222	381	457	609	394				2859	
Total RHNA		**5452**											
Total Units			**865**	**255**	**494**	**559**	**674**	**482**				**3329**	**3008**

Note: units serving extremely low-income households are included in the very low-income permitted units totals
Cells in grey contain auto-calculation formulas

Jurisdiction	Sunnyvale	
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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C
Sites Identified or Rezoned to Accommodate Shortfall Housing Need

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	
N/A, no shortfall																	

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Jurisdiction	Sunnyvale	
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Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
BMR Housing Program	Continue to implement BMR Home Ownership Program. Review and refine BMR program guidelines and codes periodically as needed to accommodate changing market conditions and improve overall program effectiveness.	Ongoing: 2015-2023	In 2020, 19 BMR homes were sold (escrow closed), including 15 new and 4 resale BMR homes.
First Time Home Buyer Program	Continue to implement FTHB Program; aim to assist 5-10 homebuyers per year, or as demand warrants.	Ongoing: 2015-2023	In 2020, the City did not provide any FTHB loans
Affordable Housing Development Assistance	Provide financial and regulatory assistance for new affordable housing development, using available funds.	Ongoing: 2015-2023 (Annual NoFA issuance)	In 2020, the City awarded $26.5 million in new Housing Mitigation Funds. Of those, $14.5 million have been issued to purchase a new parcel which will have 177 new units of affordable housing. Remaining funds will be issued over the next two years as projects reach construction closing.
Density Bonus Provisions	Educate developers about density bonus incentives using outreach materials provided online and/or at the One-Stop Center. Promote use of density bonus in discussions with applicants and share the City's density bonus calculator tool with interested developers.	Ongoing: 2015-2023	Density bonus calculator developed to help developers and staff analyze various options for sites. City continues to implement new density bonus features. In 2020, two new affordable housing developments were submitted which featured the new super density bonue being within .5 miles to major transit.
Home Improvement Program	Continue to operate the Home Improvement Program to assist lower-income households with funding for housing rehabilitation and minor improvements. Assist a total of 15-20 households per year, or as demand warrants.	Ongoing: 2015-2023	In 2020, 1 housing rehabilitation loan and 5 home access grants were provided (total of 6 units). In addition, 1 paint grant, and 4 emergency repair grants (4 units) were provided.
Multi-Family Rental Property Rehabilitation	Continue to offer below-market rate financing for rehabilitation of affordable rental units, using funding sources available for this purpose. Provide rehabilitation financing to one or more properties during the planning period.	Ongoing: 2015-2023	• Eight Trees Apartments, a 24-unit acquisition/rehab/preservation project, New $3.3M loan was approved in Nov. 2017 for Phase 2 rehabilitation, work completed and occupancy obtained in 2019. No new rehab was awarde or completed in 2020.
Multi-family Rental Property Acquisition and/or Preservation	Assist in acquisition and/or preservation, alone or in combination with rehabilitation assistance, of at least one multi-family rental property during the planning period.	Enter into first funding agreement by 2017; other thereafter as feasible	In 2020, the City awarded $7.5 million towards rehabilitation and expansion of an existing affordable housing complex known as Orchard Gardens. The project submitted their planning application in late 2020. In addition, the City awarded a CDBG grant to Plaza de las Flores to replace windows and make energy efficiency improvements in all 101 units of the senior affordable housing development near downtown.
Neighborhood Preservation Program	Continue to implement the Neighborhood Preservation Program, with affordable housing support from the Housing Division.	Ongoing: 2015-2023	Housing staff provides ongoing support to the Neighborhood Preservation Program as needed
Preservation of Assisted Rental Housing	Maintain contact with owner of Life's Garden and offer financial and other assistance to maintain the affordability of the at-risk units.	Completed by 2017	In 2020, the City worked with various developments with current inclusionary units that are slated to expire. City staff works with management to ensure fair transition of affordable to market rate units, and offers funding to extend the life of affordable units as possible.
Section 8 Rental Assistance	Support the Housing Authority in its efforts to maintain adequate federal funding for Section 8. Refer residents to the Housing Authority for Section 8 and related information. Encourage landlords to participate in the program.	Ongoing: 2015-2023	Staff has reffered several interested hoseholds to Housing Authority in 2020. In additon, two new adordable housing developments (Sonora and Block 15) received preliminary allocations of project based vouchers.
Anti-Displacement Provisions	Consider developing an anti-displacement policy applicable to redevelopment or major renovation of larger rental properties. Conduct outreach on the topic with interested stakeholders before developing proposed provisions.	Begin program by 2016	No work has been done to date. However, this policy was incorporated in the 2020 Housing strategy program, and implementation will begin in early 2021.
Mobile Home Park Preservation	Continue to implement current mobile home park protections and maintain mobile home park zones. In the event of mobile home park closure, enforce the Mobile Home Park Conversion requirements to provide relocation assistance to park residents.	Ongoing: 2015-2023	No mobile home park conversions occurred in 2019. The City is currently working on a Memorandum of Understanding (MOU) between the City and 13 mobile home park owners to establish a variety of rent policies.
Foreclosure Prevention	Provide information and referrals about available foreclosure services and related information through City public outreach channels.	Ongoing: 2015-2023	The City provides foreclosure assistance and technical assistance on an as needed basis.
Condominium Conversion Regulations	Continue to provide tenant protections through implementation of the City's condominium conversion regulations.	Ongoing: 2015-2023	One condo conversion was entitled in 2019 for the loss of 130 apartments to 128 condos. City worked to negotiate relocation benefits prior to entitlement. There are currently no conversions in 2020.
Consider Modifications to Development Standards for Accessory Dwelling Units (ADU's)	Conduct outreach, complete analysis of ADU standards and possible modifications, and provide recommendations for public, stakeholder, and Council consideration.	Begin program by 2017	Various new state laws went into effect in 2020 and will go into effect in 2021. The City continues to educate and hold meetings on how homeowners can build ADUs. The City's number of ADU permits have continued to increase.
Retooling the Zoning Code	Complete the Retooling project by providing a final draft of the Zoning Code for Council consideration by the end of 2015.	Complete project by 2016	While several zoning amendments have been made in recent years, and a new Land Use and Transportation Element (LUTE) and several specific plans or plan updates have been adopted, portions of the retooling project remain in progress. Due to staff turnover, and subsequent lack of available staff and workload priorities, this program has been placed on hold the planning department. Goal to resume program in the 20-21 Fiscal Year.
Residential Sites Inventory	Maintain current inventory of potential residential and mixed use sites; provide to developers with information on incentives.	Ongoing: 2015-2023	Sites inventory is online in the Housing Element; further assistance is available at the One-Stop Permit Center and by phone or email to Planning and Housing staff. Many of the major housing sites included in the inventory have been developed since 2015 or are in the pipeline.
Minimum Densities	Inform developers of policy to develop to at least 75% of General Plan density.	Ongoing: 2015-2023	Planning staff reviews development applications to ensure that proposed projects meet this standard; this information is also highlighted in reports to Planning Commission.
Downtown Specific Plan	Encourage provision of affordable housing by requiring BMR units to be provided on-site or within the boundaries of the Specific Plan, and by promoting density bonus incentives.	Ongoing: 2015-2023	The DSP and Development Agreement was completed in 2020.
Accessory Living Units	Facilitate the development of new accessory living units by making information about how to obtain permits for them available to the public.	Ongoing: 2015-2023	Information is available online and at One-Stop Permit Center and shared via various City channels and meetings.
Housing Policies for Priority Development Areas	Consider developing specific housing policies for designated PDAs in the City through preparation of specific plans or station area plans.	Begin program by 2017	2 PDAs: Lawrence Station Area Plan (LSAP) adopted in 2017 includes housing incentives; El Camino Real Specific Plan (update in process) will include new housing policies. Both of these specific plans are under further updates in 2020 to include additional housing options.

Fair Housing Program	Contract with qualified fair housing agencies to provide fair housing services to the extent funding is available. Provide fair housing brochures at City facilities and fair housing information on the City's website, with links to HUD fair housing page. Participate in the Santa Clara County Fair Housing Task Force.	Ongoing: 2015-2023	• City provided CDBG grants to Project Sentinel for Fair Housing and Tenant Mediation services, who serves on behalf of the CIty to provide fair housing information. • Housing staff maintains webpage with current fair housing information and resources; • Brochures and posters provided at City and partner agency facilities.
Accessible Housing	Maintain procedures for reasonable accommodations in codes and permitting. Adopt accessibility updates to codes as needed. Provide grants for accessibility improvements for eligible households, and provide CDBG funds for accessibility improvements to pedestrian facilities as needed in residential neighborhoods.	Ongoing: 2015-2023	• City codes are updated; reasonable accommodation procedures are available to Planning/Building permit applicants. • City operates Home Access Grant program. • City committed $1.3million in CDBG funding for a sidewalk project which will provide ADA-compliant access along Persian Drive, where no sidewalk currently exists.(This project was completed in 2020)
Programs to Address Homelessness	Provide funding for programs that seek to prevent and end homelessness and provide supportive services, such as the TBRA and WorkFirst Sunnyvale programs. Offer financing for permanent supportive housing and projects that reserve units for homeless applicants.	Ongoing: 2015-2023	City continues to provide significant annual funding for these programs for homeless and at-risk households: • WorkFirst Sunnyvale (420K Awarded in FY 2020) • Tenant-Based Rental Assistance (TBRA) ($919K awarded in FY 2018-19 and recently $400,000 was added to that contract in 2020) • Homelessness Prevention and Rapid Re-housing (HPRR) ($250K awarded in FY 2019-20) • Supportive Human Services ($135K in GF in FY 2020)
Special Needs Housing Development Assistance	Include priority for special needs units in all City notices of funding availability for new housing construction, rehabilitation, and/or preservation projects. Aim to assist in the development of one new project with some units reserved for special needs tenants. Encourage developers to include advocacy groups in marketing and leasing efforts related to newly available units.	Begin program by 2016	• This priority is noted in City Housing RFPs. • Block 15 project DDA includes 25% of units to be allocated for special needs tenants. Will be entitled in 2020, construction in 2021.
Housing for Large Families and Single-Parent Households	Encourage rental developers to include units with three or more bedrooms, and to provide family-friendly common areas, open space and amenities such as on-site child care. Inform developers of the density bonus incentives for qualifying projects with child care facilities.	Ongoing: 2015-2023	Recent rental developments include a range of unit sizes. City continues to encourage a range of sizes from studio to three bedrooms, as allowed by certain financing requirements.
Sustainability and Green Building	Continue the City's comprehensive sustainability and green building programs.	Ongoing: 2015-2023	City offers a 5% density bonus for projects meeting green building standards. City's Green Building program was updated in 2019. In addition, the City recently adopted new Reach Codes which go into effect in January 2021.

General Comments:

Jurisdiction	Sunnyvale	
Reporting Period	2020	(Jan. 1 - Dec. 31)

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									
n/a									

Jurisdiction	Sunnyvale	
Reporting Period	2020	(Jan. 1 - Dec. 31)

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Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	
Rehabilitation Activity									N/A
Preservation of Units At-Risk									N/A
Acquisition of Residential Units									N/A
Mobilehome Park Preservation									N/A
Total Units by Income									N/A

Jurisdiction	Sunnyvale	
Reporting Period	2020	(Jan. 1 - Dec. 31)

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				**2**	**3**	**4**
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						
N/A						

Jurisdiction	Sunnyvale	
Reporting Period	2020	(Jan. 1 - Dec. 31)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

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Housing Element Implementation

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Table H

Locally Owned Surplus Sites

Parcel Identifier				**Designation**	**Size**	**Notes**
1	**2**	**3**	**4**	**5**	**6**	**7**
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
No Surplus						

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	18
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	14
	Non-Deed Restricted	56
Above Moderate		394
Total Units		**482**

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Housing Applications Summary	
Total Housing Applications Submitted:	76
Number of Proposed Units in All Applications Received:	888
Total Housing Units Approved:	55
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Sunnyvale	
Reporting Year	2020	(Jan. 1 - Dec. 31)

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Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	$ -

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
LEAP Grant not formally awarded as of 12/31/20					

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	66
	Non-Deed Restricted	0
Low	Deed Restricted	23
	Non-Deed Restricted	0
Moderate	Deed Restricted	5
	Non-Deed Restricted	56
Above Moderate		58
Total Units		**208**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	18
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	14
	Non-Deed Restricted	33
Above Moderate		394
Total Units		**459**

Certificate of Occupancy Issued by Affordability Summary	
Income Level	**Current Year**

Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	40
	Non-Deed Restricted	0
Moderate	Deed Restricted	17
	Non-Deed Restricted	39
Above Moderate		409
Total Units		**505**

Housing Successor Agency Annual Report
on the Low-Moderate Income Housing Asset Fund (LMIHAF)
FY 2019-20

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f), covering the fiscal year that ended on June 30, 2020. This Report sets forth certain details of the City of Sunnyvale Housing Successor Agency's activities during Fiscal Year 2019-20 (Fiscal Year).

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund, which is a part of the City of Sunnyvale Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2019-20, prepared by Tim Kirby, Finance Director, which includes the Independent Auditor's Report (Audit) prepared by MGO Certified Public Accountants, which Audit is separate from this annual summary Report. This Report conforms with and is organized into sections I through XI, inclusive, pursuant to Section 34176.1(f) of the Dissolution Law:

I. The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.

II. **Amount Deposited into LMIHAF**: This section provides the amount of funds deposited into the LMIHAF during the Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

III. **Ending Balance of LMIHAF**: This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

IV. **Description of Expenditures from LMIHAF**: This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

V. **Statutory Value of Assets Owned by Housing Successor**: This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts.

VI. **Description of Transfers**: This section describes transfers, if any, to another housing successor agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

VII. **Project Descriptions**: This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the ROPS and the status of that project.

VIII. **Status of Compliance with Section 33334.16**: This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, provide a status update on the project.

IX. **Description of Outstanding Obligations under Section 33413**: This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency and how the Housing Successor's plans to meet unmet obligations, if any.

X. **Income Test**: This section provides the information required by Section 34176.1 (a)(3)(B), or a description of expenditures by income restriction for five-year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met.

XI. **Senior Housing Test**: This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Successor, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the Housing Successor, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report, the ten-year period reviewed is January 1, 2010 through December 31, 2019.

XII. **Excess Surplus Test**: This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus.

This Report is to be provided annually to the Housing Successor's governing body within six months of the end of each fiscal year, and to the State Department of Housing and Community Development no later than April 1 of the year following the close of the fiscal year. In addition, this Report and the former redevelopment agency's pre-dissolution Implementation Plans are made available to the public on the City's website: Sunnyvale.ca.gov.

I. AMOUNT RECEIVED PURSUANT TO SECTION 34191.4(3)(A)

In FY 19/20, a total of **$2,557,519** was deposited pursuant to the ROPS.

II. AMOUNT DEPOSITED INTO LMIHAF

In FY 19/20, a total of **$74,804** was deposited into the LMIHAF during the Fiscal Year, consisting of interest income on funds deposited previously.

III. ENDING BALANCE OF LMIHAF

At the end of FY 19/20, on June 30, 2020, the balance in the LMIHAF was **$1,822,905**. Some of this amount is encumbered but not yet expended.

IV. DESCRIPTION OF EXPENDITURES FROM LMIHAF

In FY 2019/20 the Housing Successor Agency spent a total of $281,565 from the LMIHAF, including $250,000 on the Homeless Prevention and Rapid Re-housing (HPRR) Program, and $31,565 on Housing Successor Agency administrative expenses. The HPRR Program was implemented through a contract with Sunnyvale Community Services (SCS), a local non-profit agency.

V. STATUTORY VALUE OF ASSETS OWNED BY HOUSING SUCCESSOR IN LMIHAF

Under the Dissolution Law and for purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of property(ies) purchased by the Housing Successor. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence Review available on the Successor Agency website.

VI. DESCRIPTION OF TRANSFERS

The Housing Successor Agency did not make any LMIHAF transfers to other Housing Successor(s) under Section 34176.1(c)(2) during the Fiscal Year. The Housing Successor Agency has no assets according to the above definition. For details, please see the Low and Moderate Income Housing Fund Due Diligence Review available on the Successor Agency website.

VII. PROJECT DESCRIPTIONS

The Housing Successor Agency allocated $1M LMIHAF funds to the Sonora Court Family Housing Project (Project # 835030), in FY 19/20. In addition, an affordable housing project (833600: Block 15 Affordable Housing Site) is included in the FY 2020/21 Projects budget, funded by $4 million (this amount was transferred out of the LMIAF after projected revenues in FY 2019-20 $2,557,519 are deposited from ROPS 2019-20 distribution) in LMIHAF and the balance in other local Housing funds such as Housing Mitigation Fund (HMF).

VIII. STATUS OF COMPLIANCE WITH SECTION 33334.16

Section 34176.1 provides that Section 33334.16 does not apply to interests in real property acquired by the Housing Successor on or after February 1, 2012; however, this Report presents a status update on the project related to such real property.

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in Section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF; thus, as to real property acquired by the former redevelopment agency now held by the Housing Successor in the LMIHAF, if any the Housing Successor must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset.

The Housing Successor does not own any real property.

IX. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

Replacement Housing: The former RDA did not incur any Section 33413(a) replacement housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency website at Sunnyvale.ca.gov.

Inclusionary/Production Housing. The former RDA did not incur any Section 33413(a) inclusionary/production housing obligations nor transfer any such obligations to the Housing Successor. Various plans and reports of the former Redevelopment Agency are posted on the Redevelopment Successor Agency website at Sunnyvale.ca.gov.

The Housing Successor has no outstanding or unmet obligations pursuant to Section 33413.

X. EXTREMELY LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Successor spend at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households, which are households with incomes that do not exceed 30% of the AMI. If the Housing Successor fails to comply with this ELI requirement in any five-year reporting period, then it must annually spend at least 50% of the funds remaining in the LMIHAF following that reporting period on rental housing affordable to ELI households, until it demonstrates compliance with the ELI requirement. This information is reported for the 2014 – 2019 period.

The Housing Successor did assist in the development of affordable rental housing FY 2019/20. On February 25, 2020, City Council approved an allocation of $26 million in City local Housing Mitigation and LMIHAF funding, in which $1 million in LMIHAF was allocated towards Sonora Court Family Housing Development at 1178 Sonora Court. As of the end of the 2019-20 fiscal year, these funds have not been issued. These funds are in addition to the $4 million in Low and Moderate Income Housing Asset Funds (LMIHAF) for Block 15, a 90-unit Affordable Housing Development on Iowa Avenue Between Mathilda Avenue and Charles Street (Block 15). Therefore, between 2014 and 2019, $5 million has been allocated (not yet issued) in LMIHAF towards new affordable housing development. See below calculation, demonstrating how the Housing Successor will utilize at least 30% of the LMIHAF to assist in development of rental housing affordable to and occupied by extremely low income (ELI) households:

Block 15:

- $4M of the $12.5M is former RDA tax increment
- 89 units of 90 units are affordable
- 30% of the $4M ($1.2 M) must be dedicated to ELI units (30% AMI)
- Total project cost is approximately $52M
- $1.2M of $12.5M = 9.6%
- 9.6% of the 89 units = 9 units
- 22 extremely low income units are proposed within this development.
- Meets and exceeds ELI Test

Sonora Court

- $1M of the $14M is former RDA tax increment
- 173 units of 174 units are affordable
- 30% of the $1M ($300,000.00) must be dedicated to ELI units (30% AMI)
- Total project cost is $120M
- $300,000 of $1M = 2%
- 2% of the 174 units = 4 units
- 27 extremely low income units are proposed within this development.
- Meets and exceeds ELI Test

Block 15 is currently undergoing planning entitlements and plans to start construction in mid 2021. Block 15 will have 23 extremely low income units (25% of total units); this meets and exceeds the ELI test of 9 required ELI units.

Sonora Court is currently under planning entitlement and anticipates construction in 2023. Sonora Court will have a minimum of 27 extremely low income units (15% of total units); this meets and exceeds the ELI test of 4 required ELI units.

XI. SENIOR HOUSING TEST

The senior housing test is based on the percentage of deed-restricted affordable rental units assisted by the Housing Successor, the former redevelopment agency and/or the City within the previous 10 years that are restricted to seniors. If the senior units' percentage exceeds 50% of the total number of deed-restricted affordable units assisted during this time period, the Housing Successor cannot spend LMIHAF funds on assisting additional senior rental units until the Housing Successor or City assists, and construction has commenced, on enough all-age deed-restricted rental units to bring the all-age units share up to at least 50% of the total deed-restricted rental units assisted by the Housing Successor during that ten-year period.

The table on the following page provides the results of the Housing Successor's Senior Housing Test for the 10-year period of 2010-2019:

City-Assisted Rental Units, 2010-2019 (Calendar Years)

Total Assisted Senior Units	124
Total Assisted Units	327
Senior Housing Percentage	**37.9%**

Note: *"Total assisted units" counts deed-restricted, standard rental dwelling units only; does not count single-family homes assisted with rehabilitation loans or grants, inclusionary housing units that did not receive City subsidies, or City-assisted homeless shelters or transitional housing units, pursuant to guidance of Successor Agency legal counsel.*

XII. EXCESS SURPLUS TEST

Excess Surplus is defined in Health and Safety Code Section 34176.1(d) as an unencumbered amount in the LMIHAF account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The following table displays the Excess Surplus test:

	Preceding Four Fiscal years				Reporting Year
	FY 2015/16	**FY 2016/17**	**FY 2017/18**	**FY 2018/19**	**FY 2019/20**
Beginning Balance	$ 440,070	$ 244,503	$ 1,210,920	$ 2,890,223	$ 722,147
Add: Deposits	$ 3,316	$ 1,162,495	$ 1,981,852	$ 2,183,569	$ 2,632,323
(Less) Expenditures	$ (198,883)	$ (196,078)	$ (302,548)	$ (4,351,645)	$ (1,281,565)
(Less) Net Encumbrances	$ -	$ (309,869)	$ (1,069,696)	$ -	
Unencumbered Balance, Year End	$ 244,503	$ 901,050	$ 1,820,528	$ 722,147	$ 2,072,905

Excess Surplus equals greater of $1 million or sum of preceding four fiscal years of deposits to the fund:

Deposits to LMIHAF, FYs 2016/17-2020:

FY 2016/17	$ 1,162,495
FY 2017/18	$ 1,981,852
FY 2018/19	$ 2,183,569
FY 2019/20	$ 2,632,323
Total Deposits	$ 8,204,739

As shown above, the sum of the past four years' deposits is over one million dollars, so the sum of deposits from the past four preceding years is the operable amount for measuring excess surplus for FY 2019/20. As shown in the first table above, at the end of FY 2019/20 the LMIHAF had an unencumbered total balance of approximately of $2,072,905. All funds currently held in reserve as well as the majority of 2019-20 projected revenue are encumbered, with most of funds earmarked for the upcoming Block 15 affordable housing project, Sonora Court affordable housing project, and a smaller appropriation for the City's Homeless Prevention and Rapid Rehousing Program (HPRR).

Project Information Sheets:
https://sunnyvale.ca.gov/civicax/filebank/blobdload.aspx?t=52164.99&BlobID=26612

- Block 15 (Project: 833600), page 199
- HPRR (Project: 831761), page 210
- Sonora Court Family Housing (Project 835030), page 217

CY 2020 ADU Rents in Santa Clara County

Accessory Dwelling Unit (ADU) rents in Santa Clara County calculated based on income level and household size. Study conducted of ADUs available to rent on Craigslist and other housing rental sites.

	Moderate: 81% to 120% of AMI		Low: 60% to 80% of AMI	
Number of Persons in Household	AMI	Rent	AMI	Rent
1	$ 118,950.0	$ 2,725	$ 78,550	$ 1,672
2	$ 135,900.0	$ 3,116	$ 89,750	$ 1,912
3	$ 152,900.0	$ 3,505	$ 100,950	$ 2,151

* Incomes levels are based on HCD Area Median Income Limits for 2020.
*Rent calculated as defined in Health and Safety Code Section 50052.5.

Rent	Size (sq. ft.)	City	Listing Website
$ 1,360	220	Sunnyvale	https://sfbay.craigslist.org/sby/apa/d/santa-clara-studio-like-unit-no-shared/7275036512.html
$ 1,500	250	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-brand-new-detached-modern/7274128988.html
$ 1,600	425	Sunnyvale	https://sfbay.craigslist.org/sby/apa/d/sunnyvale-large-studio/7263961115.html
$ 1,650	357	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-detached-granny-unit-bedroom/7271069478.html
$ 1,800	400	Campbell	https://sfbay.craigslist.org/sby/apa/d/campbell-historic-campbell-downtown/7275049495.html
$ 1,800	625	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-in-law-unit-near-hwy-101-alum/7270832390.html
$ 1,800	450	Mountain View	https://sfbay.craigslist.org/sby/apa/d/mountain-view-one-bedroom-one-bathroom/7273852015.html
$ 1,850	480	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-private-in-law-granny-unit/7272134418.html
$ 2,000	640	Campbell	https://sfbay.craigslist.org/sby/apa/d/campbell-beautiful-granny-unit-hardwood/7270080016.html
$ 2,000	336	Milpitas	https://sfbay.craigslist.org/sby/apa/d/milpitas-private-entrance-furnished/7264275611.html
$ 2,105	600	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-new-condo-adu-927-roosevelt/7275553073.html
$ 2,245	850	Cupertino	https://sfbay.craigslist.org/sby/apa/d/cupertino-2bd-1b-single-family-in-law/7273879411.html
$ 2,350	460	Sunnyvale	https://sfbay.craigslist.org/sby/apa/d/sunnyvale-brand-new-one-bedroom-adu/7270843617.html
$ 2,600	900	San Jose	https://sfbay.craigslist.org/sby/apa/d/san-jose-2b-1ba-house-adu-brand-new/7270831468.html

Average ADU Rent in Santa Clara County is: $1,904.29
The average ADU rent seen here is affordable to low and moderate income households.

City of Sunnyvale

Agenda Item

21-0383 **Agenda Date:** 3/16/2021

REPORT TO COUNCIL

SUBJECT
CONTINUED FROM FEBRUARY 23, 2021:
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

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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.

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.

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.

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.

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

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

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

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

attitude	The manner in which one shows one's dispositions, opinions, and feelings
behavior	External appearance or action; manner of behaving; carriage of oneself
civility	Politeness, consideration, courtesy
conduct	The way one acts; personal behavior
courtesy	Politeness connected with kindness
decorum	Suitable; proper; good taste in behavior
manners	A way of acting; a style, method, or form; the way in which thing are done
point of order	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
point of personal privilege	A challenge to a speaker to defend or apologize for comments that a fellow member considers offensive
propriety	Conforming to acceptable standards of behavior
protocol	The courtesies that are established as proper and correct
respect	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

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.

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 #____~~

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.

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, Xaioze 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 Mehlman 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 Mehlman 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 Mehlman
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

Wednesday, September 23, 2020 | **7:00 PM** | **Telepresence Meeting: Web Stream**

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

21-0107 **Agenda Date:** 3/16/2021

Tentative Council Meeting Agenda Calendar

City of Sunnyvale

Tentative Council Meeting Agenda Calendar

Tuesday, March 30, 2021 - City Council

Study Session

21-0362 5 P.M. SPECIAL COUNCIL MEETING (Study Session)
Moffett Park Specific Plan Land Use Concepts

Special Order of the Day

21-0344 SPECIAL ORDER OF THE DAY - Arbor Day Celebration and Proclamation

21-0345 SPECIAL ORDER OF THE DAY - Library Week

21-0386 SPECIAL ORDER OF THE DAY - Fair Housing Month

Public Hearings/General Business

21-0347 Introduce an Ordinance Establishing a Public Process for Redistricting

21-0381 Approval of Third Substantial Amendment to the 2019 HUD Annual Action Plan to Award CDBG-CV Funding

21-0184 Introduce an Ordinance Repealing Ordinance No. 2898-09 and Designating Certain Streets in the Area of the Caltrain Station as Preferential Parking Zones

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

21-0002 Appoint Applicants to the Board of Library Trustees and the Heritage Preservation Commission

Tuesday, April 6, 2021 - City Council

Study Session

21-0384 5:30 P.M. SPECIAL COUNCIL MEETING (Study Session)
Impact on the Unhoused in Sunnyvale During the COVID-19 Pandemic

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

21-0082 SMaRT MOU with Mountain View

21-0281 Receive and File the FY 2020/21 Third Quarter Budget Update

21-0343 Introduce an Ordinance to Amend Chapter 19.18 (Residential Zoning Districts), Chapter 19.20 (Commercial Zoning Districts), Chapter 19.26 (Combining Districts) and Chapter 19.79 (Accessory Dwelling Units) of Title 19 (Zoning) of the Sunnyvale Municipal Code

Tuesday, April 20, 2021 - City Council

Study Session

21-0321 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Tasman Drive Complete Street Corridor Study Update by Valley Transportation Authority

Special Order of the Day

21-0349 SPECIAL ORDER OF THE DAY - Asian Pacific American Heritage Month

21-0390 SPECIAL ORDER OF THE DAY - Affordable Housing Month

Public Hearings/General Business

21-0377 Proposed Project:
GENERAL PLAN AMENDMENT INITIATION (GPI): Request to initiate amendment of the Lakeside Specific Plan to modify timing requirement for hotel
Location: 1250 Lakeside (APNs: 216-43-014, -016, -017, -037, -038, -039 and -040)
File #: 2021-7118
Zoning: Lakeside Specific Plan
Applicant / Owner: Steve Curtin (applicant) / Sunnyvale Partners Ltd Co. (owner)
Environmental Review:
Project Planner: George Schroeder, (408) 730-7443, gschroeder@sunnyvale.ca.gov

21-0378 Designation of a Project Alternative for the Purposes of Environmental Impact Report (EIR) of Mary Avenue Overcrossing under the California Environmental Quality Act (CEQA) and Approve Budget Modification No. XX in the Amount

of $xxx,xxx

21-0083 Single Use Plastics Strategy

21-0066 Update Regarding Housing Strategy Implementation: Mobile Home Park MOU Progress

Tuesday, May 4, 2021 - City Council

Study Session

21-0024 6 P.M. SPECIAL COUNCIL MEETING (Study Session)
Cultural Inclusion Study and Plan

Special Order of the Day

21-0350 SPECIAL ORDER OF THE DAY - Public Works Week

21-0388 SPECIAL ORDER OF THE DAY - Municipal Clerks Week

21-0389 SPECIAL ORDER OF THE DAY - Nurses Week

Public Hearings/General Business

21-0070 Consider 2021 HUD Annual Action 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

21-0117 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

21-0074 Housing Strategy Implementation: Consider Draft Mobile Home Park Memorandum of Understanding

Tuesday, July 13, 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 Inclusionary Housing Programs

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)

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)

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

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

21-0287 Cultural Inclusion

21-0030 El Camino Real Specific Plan

21-0050 Adopt Updated Lawrence Station Area Plan and Related Actions

21-0053 Moffett Park Specific Plan: Selection of a Preferred Land Use for Study

21-0065 Approval of Assessment of Fair Housing Plan

City of Sunnyvale

Agenda Item

21-0102 **Agenda Date:** 3/16/2021

Board/Commission Meeting Minutes

City of Sunnyvale

Meeting Minutes - Draft
Sustainability Commission

Tuesday, January 19, 2021 | **7:00 PM** | **Telepresence Meeting: City Web Stream**

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 Wickham called the meeting to order at 7:01 p.m. via teleconference.

ROLL CALL

Present: 7 - Chair Kristel Wickham
Vice Chair Douglas Kunz
Commissioner Stephen Joesten
Commissioner Shana Padgett
Commissioner Bruce Paton
Commissioner Murali Srinivasan
Commissioner Tonya Veitch

Council Liaison – Councilmember Fong (absent)

Chair Wickham, Vice Chair Kunz, and all Commissioners attended via teleconference.

PRESENTATION

21-0159 PRESENTATION - Silicon Valley Clean Energy (SVCE) Decarbonization Joint Action Plan Update

Aimee Bailey, Director of Decarbonization and Grid Innovation Program, and John Supp, Account Services Manager, of Silicon Valley Clean Energy (SVCE) presented an overview of SVCE's Building Decarbonization Joint Action Plan. Ms. Bailey and Mr. Supp highlighted the key components and goal of the plan, and a strategy for implementing it. Commissioners asked clarifying questions, and SVCE staff provided answers.

ORAL COMMUNICATIONS

None.

CONSENT CALENDAR

21-0158 Approve the Sustainability Commission Meeting Minutes of December 21, 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

Abstain: 2 - Commissioner Padgett
Commissioner Srinivasan

Commissioners Padgett and Srinivasan abstained as they were not present at the December 21, 2020, meeting.

PUBLIC HEARINGS/GENERAL BUSINESS

21-0192 Rank 2021 Study Issues

Chair Wickham provided an overview of the ranking process for Study Issues. Commissioners asked clarifying questions regarding the process and staff provided answers. Nupur Hiremath, Environmental Programs Manager, provided an overview of the three Study Issues.

Chair Wickham open the Public Hearing.

No public comments were made.

Chair Wickham closed the Public Hearing.

Chair Wickham opened the floor to discussion of the Study Issues. Commissioners discussed the potential impacts and feasibility of each Study Issue.

Vice Chair Kunz moved, and Commissioner Joesten seconded a motion to recommend to City Council that Study Issue CDD 20-04 be deferred to 2022 to allow outreach on Reach Codes Phase 3 to be implemented. Staff clarified that this Study Issue would return in 2022, even if it were deferred by the Commission and by City Council. 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

The Commission discussed the remaining two Study Issues to be ranked. Commissioners highlighted that Study Issue ESD 17-01 has been highly ranked by the Commission in previous years and that Council has continued to rank it; however, it has not been funded. Commissioner Padgett observed that this Study Issue could have more beneficial implications from an equity perspective than Study Issue DPW 20-01. Commissioner Veitch observed that because this Study Issue has lower estimated costs and has previously been ranked by the City Council, it was higher in her ranking.

The Commission expressed concerns that the staff response to Study Issue DPW 20-01 misinterprets the intent of the original Study Issue, which was to study existing fossil fuel infrastructure and develop a plan so the City is ready to transition to all-electric infrastructure as assets are upgraded. The Commission expressed concern that the staff response focused more on the electrification of end uses rather than the assessment of current fossil fuel infrastructure. The Commission also discussed that the fiscal impact of the study was likely over-estimated. Commissioner Joesten noted that Study Issue DPW 20-01 could have greater impact on future climate emissions, which elevates its priority in his ranking. Chair Wickham observed that the estimated costs associated with this Study Issue were significant and that it would be unlikely to receive funding, thereby lowering its priority in her ranking.

Staff clarified that the meeting minutes noting the Commission’s concerns and

comments will be provided to City Council, and that a Commission representative could be nominated to speak at the City Council Study Issue workshop in February 2021.

The Commission ranked the Study Issues as follows, with 1 being highest priority:

Rank 1 - ESD 17-01 Eliminating the Use of Chemical Pesticides on City Owned or Leased Property

Rank 2 - DPW 20-01 Reducing the City of Sunnyvale's Fossil Fuel Infrastructure and Equipment

Commissioner Paton moved, and Commissioner Joesten seconded, a motion to accept the overall Study Issue Rankings and to nominate Chair Wickham to speak on behalf of the Sustainability Commission at the City Council Study Issues workshop. The motion carried 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

The Commission discussed ideas for potential new Study Issues. No new Study Issues were submitted. Staff reminded Commissioners that they could submit Study Issues at any time for the 2022 cycle.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Veitch noted that the Santa Clara County Board of Supervisors approved the first ever Sustainability Master Plan. She also noted that the Building Decarbonization Coalition has launched "The Switch is On" which will promote building electrification.

Chair Wickham reminded Commissioners that there are a few events coming up: (1)

Moffett Park Specific Plan workshop on transportation on February 1, 2021, at 4 p.m. (2) Council Strategic Planning Workshop on January 28, 2021, from 8:30 a.m. to 5 p.m.; and (3) Sustainability Speaker Series entitled “Carbon Neutral Portfolio; From Vision to Strategy” focused on decarbonizing schools on January 30, 2021, from 10 a.m. to 11:30 a.m.

-Staff Comments

Madeline Willett, Environmental Engineering Coordinator, reminded Commissioners that staff will be hosting an EV 201 event entitled “Finding the EV for Your Lifestyle” on February 20, 2021, from 11 a.m. to noon.

INFORMATION ONLY REPORTS/ITEMS

21-0157 Updated Annual Work Plan January 2021

ADJOURNMENT

The meeting was adjourned at 9:59 p.m.

City of Sunnyvale

Meeting Minutes - Final
Planning Commission

Monday, February 8, 2021 | **6:30 PM** | **Telepresence Meeting: City Web Stream | Comcast Channel 15 | AT&T Channel 99**

Special Meeting: Study Session - 6:30 PM | Public Hearing - 7:00 PM

TELECONFERENCE NOTICE

6:30 PM STUDY SESSION

Call to Order via Teleconference

Roll Call

Study Session

A. 21-0292 **Proposed Project:** Related applications on a 1.5-acre site:
USE PERMIT to construct two new six-story hotel buildings totaling 274 hotel rooms, underground parking garage and related site improvements. The application requests parking adjustment to reduce the minimum required parking spaces and utilize valet service.
TENTATIVE MAP to allow a lot merger for condominium purposes resulting in two units and one common area lot.
VARIANCE to provide 18.5% parking lot shading where 50% minimum is required.
Location: 247 and 295 Commercial Street (APNs: 205-34-006 and 205-34-013)
File #: 2020-7478
Zoning: M-S (Industrial and Service)
Applicant / Owner: DOA Developments (Applicants) / Jiri & Lay-Ying Stepan Trustee and Huy Tu Trustee Et AL (Property Owners)
Environmental Review: Class 32 Exemption (Infill Development)
Project Planner: Cindy Hom, (408) 730-7411, chom@sunnyvale.ca.gov

Adjourn Study Session

7:00 PM PLANNING COMMISSION MEETING

CALL TO ORDER

Chair Howard called the meeting to order at 8:00 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 Rheaume 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

Abstained: 1 - Commissioner Olevson

1. 21-0293 Approve Planning Commission Meeting Minutes of January 25, 2021

PUBLIC HEARINGS/GENERAL BUSINESS

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

NON-AGENDA ITEMS AND COMMENTS

-Commissioner Comments

-Staff Comments

Assistant Director Andrew Miner noted the City Council's Strategic Planning Workshop that took place on January 28, 2021 and the Moffett Park Specific Plan (MPSP) workshop on transportation and infrastructure that was held February 1, 2021 and announced the next MPSP workshop on land use scheduled for March 2,

2021. He added that the City Council Subcommittee on Board and Commission Bylaws Amendments is scheduled to meet on February 11, 2021.

Commissioner Rheaume confirmed with Assistant Director Miner that the trees that are fenced off in Redwood Square are in preparation for the eventual demolition and grading activity that CityLine is expected to begin in a couple of months.

Vice Chair Simons complimented staff on the MPSP workshop and shared his excitement about the policy recommendations associated with the update effort.

Commissioner Harrison praised staff on the professionalism of the MPSP workshop.

ADJOURNMENT

Chair Howard adjourned the meeting at 8:10 PM.

City of Sunnyvale

Meeting Minutes - Draft
Parks and Recreation Commission

Wednesday, February 10, 2021 **7:00 PM** **Telepresence Meeting: City Web Stream**

TELECONFERENCE NOTICE

CALL TO ORDER

Pursuant to Section 3 of Executive Order N-29-20, issued by Governor Newsom on February 10, 2020, the meeting was conducted telephonically.

Chair Kenton called the meeting to order at 7:00 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 21-0223 Park Facilities and Park Usage

Interim Recreation Services Manager, Veronica Torrez and Recreation Services Coordinator, Rick Cotter provided a presentation on Park Facilities and Park Usage. Highlights included: Facility reservations and rental overview, types of facilities available for rent, and fiscal year 2018-2019 facility usage hours.

Commissioners inquired and staff responded:

What was the usage difference between FY 2018-2019 and this year? There was a substantial reduction in usage, as COVID-19 allowed for minimal reservations.

Would the City be able to pull usage data for specific locations? Yes, our registration software can pull reports for individual locations.

Would there be an update on reservations during COVID-19? Currently indoor reservations are on hold, but outdoor reservation will begin soon.

Does the City have plans to allow field/facility reservations online? No, although the City has considered this option before, customers would need to answer questions regarding the nature of their reservation before being permitted.

B 21-0227 Study Issue Overview

Superintendent of Recreation Services, Damon Sparacino provided a Study Issue Overview presentation. Highlights included: Overview of study issue/budget issue, who can propose a study issue, annual timeline, sponsorship process, key dates, status of ongoing study issues, and proposed study issues for 2021 workshop.

Commissioners inquired and staff responded:

When is the deadline to submit a study issue each year? October.

What is City Council's main constraint when considering which study issues to approve? The budget, staff availability, council consideration and the City Manager's discretion would all play factors.

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

1 21-0224 Approve the Parks and Recreation Commission Meeting

Minutes of January 13, 2021

Approve the Parks and Recreation Commission Minutes of January 13, 2021 as submitted.

PUBLIC HEARINGS/GENERAL BUSINESS

2 21-0322 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, LRS 20-03 Assessment of Needs for Additional Outdoor Sports Programs and Facilities, and ESD 17-01 Eliminate the Use of Chemical Pesticides on City Owned or Leased Property.

Chair Kenton 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 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
4. ESD 17-01 Eliminate the Use of Chemical Pesticides on City Owned or Leased Property

Commissioner Giri moved and Commissioner Michitaka 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

3 21-0228 Discussion and Consideration of Potential Study Issue: Parkscore Implementation for Residents

Parks and Recreation Commissioner, Mike Michitaka presented a potential study issue on ParkScore. The purpose of the study is to get residents' direct input on each park's evaluation and invite more attention from residents to use parks within the City of Sunnyvale.

Commissioners stated that although they liked the idea of providing the public with a list of amenities at parks, they noted that ranking parks could be objective and prove difficult to substantiate.

Commissioners inquired and staff responded:

Does the City currently have a guide for park amenities? Yes, park amenities can be found in the recreation brochure.

Once discussion concluded, Commissioner Michitaka agreed to work with Commission Liaisons to narrow scope of proposed study issue. Revised study issue will be presented at a upcoming Parks and Recreation Commission meeting.

Chair Kenton added that the general public can send proposed study issues to rle@sunnyvale.ca.gov.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

4 21-0226 Parks and Recreation Commission Proposed Study Issues, Calendar Year: 2022

Standing item. No study issues approved in previous meeting were proposed.

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Chair Kenton informed the Commission of the City Council Board and Commission Subcommittee meeting scheduled for February 11, 2021 and Neighborhood Association meeting scheduled for May 10, 2021.

-Staff Comments

None.

ADJOURNMENT

Chair Kenton adjourned the meeting at 8:53 p.m.

City of Sunnyvale

Meeting Minutes - Draft
Bicycle and Pedestrian Advisory Commission

Thursday, February 18, 2021 | **6:30 PM** | **Telepresence Meeting: City Web Stream**

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 6 - Chair Richard Mehlinger
Vice Chair Leia Mehlman
Commissioner John Cordes
Commissioner Arwen Davé
Commissioner Dan Hafeman
Commissioner Timothy Oey

Absent 1 - Commissioner Scott Swail

Dennis Ng, Transportation and Traffic Manager, Lillian Tsang, Principal Transportation Engineer and Ralph Garcia, Senior Transportation Engineer attended via teleconference.

Commissioner Swail's absence is excused.
Council Liaison Melton was absent.

ORAL COMMUNICATIONS

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

CONSENT CALENDAR

1.A 21-0328 Approve the Bicycle and Pedestrian Commission Meeting Minutes of January 21, 2021.

Approve the Bicycle and Pedestrian Commission Meeting Minutes of January 21, 2021 as submitted.

Commissioner Hafeman moved and Commissioner Oey seconded to approve item 1.A.

The motion carried the following vote:

Yes	6 -	Chair Mehlinger Vice Chair Mehlman Commissioner Cordes Commissioner Davé Commissioner Hafeman Commissioner Oey
No	0	
Absent	1 -	Commissioner Swail

PUBLIC HEARINGS/GENERAL BUSINESS

2 21-0329 Discussion on Design Concepts for 2021 Utility Bill Insert

Lillian Tsang, Principal Transportation Engineer, discussed the 2021 Utility Bill Inserts. Ms.Tsang explained that the insert will be attached to the July/August Utility bill.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Oey commented on the following:
- How to trigger traffic lights

Commissioner Cordes commented on the following:
- Attachment 1 liked the best - proper driving
- Attachment 4 - discussion of the Hawk Beacon

Chair Mehlinger commented on the following:
- Happy get out and ride message
- Traffic safety message
- Outreach on the advantages of Electric bicycles & cargo bikes

Commissioner Hafeman commented on the following:
- One side: bicycle/auto safety
- One side: things that drivers should not do

Chair Mehlinger asked when the insert needs to be finalized by the BPAC. Ms. Tsang stated the final insert needs to go to the print shop by June.

Commissioner Hafeman asked if the insert is two sided. Ms. Tsang stated the insert is two sided.

Commissioner Davé commented on the following:
- Alerting public where new bike lanes are located
- Traffic speeds and affect on casualties

Commissioner Cordes commented on the following:
- Modes of travel by carbon footprints: e-bikes/bikes, walk, transit, etc
- Most trips are done within 3 miles and easily done with a bike
- Safety messages

Vice Chair Mehlman commented on the following:
- One side with a message, i.e. impacts of vehicle travel speed
- Other side with an encouraging message

Commissioner Oey commented on the following:
- Supports the why bike and walk message
- Vision Zero speed issue
- What not to do on one side and what to do on the other

Chair Mehlinger commented on the following:
- Tell residents to look at the Active Transportation Plan, Vision Zero Plan etc.
- QR code to the City's Transportation and Traffic Safety Webpage

BPAC directed staff on what to include for the inserts:
- Advantages of cycling/e-bikes
- Speed kills/Slow Down
- HAWK Beacon (previous insert as draft)
- Advertise New Bike Lanes
- Link to City Transportation webpage

- How to properly deal with an intersection
- Bike Loop/Camera Triggering

3 21-0330 Discussion on Projects for Transportation Development Act (TDA) Article 3 Application

Lillian Tsang, Principal Transportation Engineer, discussed the Transportation Development Act (TDA) Article 3 Grant Application. Ms. Tsang stated there was an updated attachment for this item that is uploaded on the website. In past years amounts attained have ranged from $120,000 - $185,000.

Commissioner Oey asked if there is an ongoing list of ideas that have been talked about in the past. Ms. Tsang stated there is no ongoing list.

Ms. Tsang listed the following requirements to obtain the grant:
- The project needs to be included in a locally approved bicycle and pedestrian, transit, multimodal, complete streets or other relevant plans
- Maintenance, Class I shared use path and Class IV separated bike ways
- Bicycle and Pedestrian safety education programs
- Develop a comprehensive bicycle and pedestrian facility plan

Commissioner Cordes asked if staff has TDA funding ideas or is it just from the suggestion of the BPAC. Ms. Tsang stated staff does have a few ideas to suggest to the BPAC.

Ms. Tsang listed the following ideas:
- Installing Bike Repair Stations at City Facilities
- Install Curb Extensions at Helena and Kennewick, near Cupertino Middle School and Homestead High School
- Bank funds for future use to install a HAWK at Fremont and Sydney (cost close to 500k)

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Commissioner Cordes recommended the following:
- El Camino Real should be at top of priority list
- 8 high priority bicycle spot projects on El Camino Real, from Bernardo to Henderson

- Prefers not to spend on bike repair stations

Commissioner Oey recommended and commented on the following:
- Likes Commissioner Cordes' suggestion for El Camino Real
- Las Palmas Park gate widening/removal at Crawford Drive at Spinosa/Las Palmas Park
- Fix the safety issue on the Bay Trail at the corner of the Moffett Park Golf Course. The wooden bridge has metal grates on it which causes accidents
- Bank for improvements on El Camino Real

Commissioner Hafeman recommended the following:
- Supports El Camino Real improvements
- Improve Low-Stress Bike Routes from Class II bike lanes to Class II buffered where possible

Chair Mehlinger recommended the following:
- Adding a few sites for crosswalks on Borregas Avenue
- Remove minor ADA access barriers
- Reserve 2/3 of the funding for improvements on El Camino Real and the remaining 1/3 for E-bike, Las Palmas Park and the Bay Trail improvements

Commissioner Cordes suggested not to spend funding on installing bike repair stations at City facilities.

Vice Chair Mehlman suggested the following:
- Prefers not to bank. Feels like it's another delay; more important to get things done quickly. Perhaps quick build

Commissioner Davé suggested the following:
- Safety as top priority
- Would like more rigor in how we make decisions, not based on anecdote
- Does like bike repair stations

Chair Mehlinger commented on the following:
- Does not feel repair facilities are a good investment
- Should not be banking for the most part. Instead get safety improvements done first

Commissioner's considered but rejected the following:

- HAWK Beacon at Carson and Mary

Commissioner's recommended to staff to consider the following:
- Bicycle improvements on El Camino Real
- Improve Low-Stress Bike Routes from Class II to Class IIB where possible per ATP
- Remove minor ADA barriers at the following locations:
- Columbia Park off Alturas
- Las Palmas Park gate widening/removal (Crawford at Spinosa/Las Palmas Park)
- Bay Trail at corner of Moffett Park golf course and Sunnyvale West circulation pond (remove metal grates)
- Other sites identified on neighborhood pathways

Chair Mehlinger called for a recess at 7:41 p.m.

Chair Mehlinger reconvened the meeting at 7:49 p.m.

4 21-0331 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:

- VTA is allowing rear boarding and no fare required on buses
- Complete Streets improvements are being done in Mountain View and in Santa Clara on El Camino Real
- County considering doing an Electric Bike Pilot Program same as City of Gilroy in which four people are getting up to $2,000 per bike
- Project initiation documents requests for modifying interchanges to improve bike/ped access
- Changes to the bus routes as part of the Bus Stop Balancing project

Commissioner Cordes thanked Commissioner Oey for the report and commented on the following:
- Caltrans and helping other Cities to improve El Camino Real

Vice Chair Mehlman asked if VTA could help with a Caribbean Drive project. Ms. Tsang stated it is part of the SR 237/Lawrence Expressway Interchange project.

Commissioner Hafeman asked what it would take to get the Fair Oaks/101

interchange on the PID list to make bicycling and pedestrians safer. Commissioner Oey stated all it takes is for the City to request VTA to look at it.

Mr. Ng addressed the question.

Chair Mehlinger commented on the following:
- Rear door boarding on VTA
- Contacting VTA on the Tasman Drive Complete Streets Corridor Study

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

STANDING ITEM: CONSIDERATION OF POTENTIAL STUDY ISSUES

5 21-0334 Bicycle and Pedestrian Infrastructure Bond Measure (Potential Study Issue)

Ralph Garcia, Senior Transportation Engineer, discussed the Potential Study Issue proposed by Chair Mehlinger. Mr. Garcia explained if there is a vote from the BPAC tonight it would be placed on the proposed study issue list which will then be brought back at the September 16, 2021 meeting for Study Issue Sponsorship.

Chair Mehlinger opened for Public Comment.

Chair Mehlinger closed for Public Comment.

Chair Mehlinger discussed the merit and scope of the proposed study issue, highlighting the following:
- Hard to get funding for building bicycle and pedestrian infrastructure
- State Assembly Constitutional Amendment No. 1
- $100 million is starting point

Vice Chair Mehlman asked if funding is through the Bond Measure would that be in addition to or in lieu of City allocated budget. Chair Mehlinger stated he hoped it would be in addition to.

Commissioner Cordes asked if it has been considered to make part of the study issue to propose funding sources such as an employee headcount tax, parcel tax, business license tax or gross sales tax. How would this be paid off? Chair Mehlinger

stated staff would review options to establish a funding source.

Commissioner Hafeman commented on the following:
- Strongly supports the study issue
- Funding source needs to be part of the study
- Having secure funding via the bond issue for implementing the infrastructure

Vice Chair Mehlman supports the proposed Study Issue along with the proposed changes by Chair Mehlinger in terms of the date of 2024 instead of 2022.

Chair Mehlinger moved and Commissioner Oey seconded the motion to adopt Bicycle and Pedestrian Infrastructure Bond Measure as a proposed Study Issue for the 2021 cycle with the modification that it is targeted for the 2024 election and not the 2022 election.

The motion carried by the following vote:

Yes	6 -	Chair Mehlinger Vice Chair Mehlman Commissioner Cordes Commissioner Davé Commissioner Hafeman Commissioner Oey
No	0	
Absent	1 -	Commissioner Swail

NON-AGENDA ITEMS & COMMENTS

-Commissioner Comments

Commissioner Oey suggested to Chair Mehlinger to not address the phone number and link at the beginning of future meetings to save time.

Commissioner Hafeman commented on the following:
- Mary Avenue Overpass meeting

Chair Mehlinger commented on the following:
- Sending letter to City Council prior to Study Issue ranking session
- Council Boards and Commission Sub-Committee Meeting

Chair Mehlinger asked about the timeline of the proposed treatment for the Lawrence interchanges at 101/237 which is on the Roadway Safety Plan. Specifically, the diverging diamond interchange. Mr. Ng stated that it is part of the PID study and VTA and Caltrans are looking into it. Mr. Ng stated that Lawrence and 101 would be a separate project to review in the future.

Commissioner Cordes commented on the following:
- Thanked staff for updating the Active Items List
- Study and Budget Issue Workshop on 2/25/21
- February 24, 2021 from 6:00 - 7:30 pm Basic Bicycle Advocacy Training. More information on the Silicon Valley Bicycle Coalition website.
- City of Santa Clara - Pruneridge Complete Streets Study on February 25, 2021 from 6:00 - 8:00 pm. More information on the City of Santa Clara's website

-Staff Comments

Lillian Tsang, Principal Transportation Engineer commented on the following:

- February 25, 2021 at 8:30 a.m - Study and Budget Issue Workshop for City Council
- Updated Study Issue form will be emailed to all of the BPAC
- Moffett Park Specific Plan team will be hosting a land use meeting on March 2, 2021 from 4:00 to 7:00 p.m. More information on the Moffett Park Specific Plan webpage

INFORMATION ONLY REPORTS/ITEMS

21-0332 BPAC 2021 Annual Work Plan

Lillian Tsang, Principal Transportation Engineer commented on the following:

- City Council approved the Annual Work Plan on February 2, 2021

21-0333 Active Items List - February 2021

ADJOURNMENT

Chair Mehlinger adjourned the meeting at 8:38 p.m.

City of Sunnyvale

Agenda Item

21-0237 **Agenda Date:** 3/16/2021

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	
12/8/20	Provide clarity on any conflict of interest when voting on the MOU/Accord if a Councilmember lives in a mobile home park.	OCA	Mar 2021	
2/23/21	Evaluate the bay trail access from the parking lot and ensure adequate access and signage is available so residents are not confused on how to access.	DPS	Mar 2021	
2/23/21	Provide information on how much recycled water are we producing in the last 12-18 months and what is the projection going forward.	ESD	Mar 2021	3/8/21
2/23/21	Include in the budget workshop an update on CIP projects costs and include how we are using the money that we have and potential impacts on increased costs for the solid waste fund.	FIN	May 2021	
2/23/21	Provide a separate project for the new cleanwater project reserve fund.	FIN	May 2021	
2/23/21	Provide Council a copy of the policy that identifies recording and/or broadcast of Commission meetings.	OCA	Mar 2021	3/2/21
2/23/21	Schedule a study session to discuss homeless in Sunnyvale during COVID-19.	OCM	Apr 2021	4/6/21

New Study/Budget Issues Sponsored by Council

Date Requested	Study/Budget Issue Topic	Requested By	Dept	Approved by City Manager
	N/A			

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 3/11/2021

City of Sunnyvale

Agenda Item

21-0280 **Agenda Date:** 3/16/2021

REPORT TO COUNCIL

SUBJECT
Study Issue Presentation Dates for Recommended Studies in 2021 (Information Only)

BACKGROUND
At its Study/Budget Issues Workshop on February 25, 2021, Council reviewed and prioritized the proposed 2021 Study Issues. Upon establishing the inventory of study issues, the next step in the process is for the City Manager to assess the organization's capacity to undertake the Council prioritized study issues, evaluate their connection to the Council policy priorities and operational initiatives, and balance the study issues with the delivery of core services. This report presents the start date and tentative Council presentation dates for items recommended for study in 2021.

EXISTING POLICY
Council Policy 7.3.26 *Study Issues Process*
Council Policy 7.1.7 *Budget Issues Process*
Council Policy 7.3.1 *Legislative Management- Goals and Policies*
Policy A1: Utilize the General Plan as the City's principal long-range planning tool; utilize the Resource Allocation Plan and Program Outcome Statements as the City's principal mid-range planning tool; and utilize the Council Study Calendar as the City's principal short-range planning tool.

DISCUSSION
At the February 25 Study/Budget Issues Workshop, Council reviewed 28 Study Issues to rank and prioritize for the 2021 Work Plan. Thirteen Study Issues were ranked by Council for City Manager assessment and consideration.

Since the February 25 workshop, staff has assessed its ability to undertake Council's prioritized issues, taking into consideration departmental workloads and available resources. Attached are the presentation dates for the 2021 Council-ranked Study Issues (Attachment 1). Study Issues not undertaken for study are considered "below the line" and are considered deferred and brought back to Council for consideration at the following year's Study/Budget Issues Workshop. This year four study issues were identified as "below the line," and nine recommended for study, along with the 17 continuing study issues from the 2020 Work Plan. The 2021 Work Plan will therefore include a total of 26 Study Issues. Every effort will be made to keep study and budget issues on track to meet the identified calendar. The City's Study/Budget Issues webpage will be updated throughout the year with any changes to dates or completion status (Attachment 2).

Study Issues Below the Line
The four Study Issues identified as "below the line" are considered deferred and will return to Council for consideration at the following year's Study/Budget Issues Workshop for the following reasons.

Study Issue Number	Title	Council Rank
CDD 21-01	Consider Allowing Expansions/Modifications for Existing Legal Non-Conforming Single-Family Uses in Non-Residential Zoning Districts	2
CDD 19-04	Update to the Historical Context Statement to Include Historical Contributions Made by Asian Americans and Other Minority Groups	3
DPW 20-13	Lighting of Current and Future City Owned Dog Parks	3
DPW 21-05	Pedestrian Improvements on Marion Way between Norman Drive and Oriole Avenue	4

For CDD 21-01 and CDD 19-04, CDD staff has limited capacity to take on new policy related items based on current workload. All three of the Council ranked CDD Study Issues would be led by the Planning division with Housing staff providing support on the number one ranked study issue. About 10% of the CDD budget is General Fund (in Planning) and is reserved for policy-based activities including area plans, general plan updates, intergovernmental review of projects and laws proposed in or by other agencies, and study issues. The current policy workload in Planning includes:

- Updates to three large area plans (Lawrence Station, El Camino Real, and Moffett Park)
- Two continuing study issues (Update to the Heritage Resource Inventory to Include Potential Resources associated with Technological Innovation and Updates to the Single-Family Home Design Techniques Document)
- Follow-up actions as directed by Council on former study issues and policy actions (Heritage Plaque program, update to Green Building program with future phases of the Reach Codes)
- Three grant funded policy items that respond to state mandates (Master Plans for Village Centers, Landscape Design Standards, Objective Citywide Guidelines)
- Update of two General Plan Elements (Noise and Air Quality, identified in the 2017 Land Use and Transportation Element--LUTE as action items following LUTE adoption) and the addition of Environmental Justice Policies (required by State Law)
- Working with the Building Division to Promote ADUs (from Housing Strategy)
- Responding to requests for General Plan Amendment initiations from property owners and developers from around the City.

Housing staff are working on the Tier 1 action items from the 2020 Housing Strategy (Mobile Home Park MOU, Increase Ownership Inclusionary Percentage, Evaluation of a Right to Lease Ordinance [also a continuing study issue] and will start on Tier 2 in late 2021, plus the Housing staff is starting the 2 year process to update the Housing Element (a state mandated activity).

For DPW 20-13 and DPW 21-05, DPW staff is currently working on a number of capital projects and study issues within the Parks and Open Space Division. Currently, four parks' related study issues are in process and there isn't the capacity to begin work on another one at this time. Also, the Transportation Division has several study issues in process and have applied for a grant for another study issue related to mobility around the Caltrain Station, which limits their capacity to perform another study issue at this time. Staff has also submitted a grant application for a quick build improvement to provide pedestrian accommodations on Marion Way between Norman Drive and Oriole Avenue, which will improve pedestrian connectivity in a shorter timeframe.

The Public Works Transportation Division also continues to work on major projects including Caltrain Grade Separations and the Mary Avenue Extension. Work will also commence in 2021 on large grant

funded projects for two segments of the Stevens Creek Trail and the Bernardo Avenue bike/pedestrian undercrossing of Caltrain.

Study Issues to Consider During the Budget Process

The seven Study Issues noted below require funding and, consistent with past practice, will be considered within the context of the City's overall fiscal condition as Budget Supplements to be considered further in the City Manager's FY 2021/22 Recommended Budget.

Study Issue Number	Title	Cost
CDD 21-02	Review and Potentially Update Commercial Housing Mitigation Fees	$60,000
ESD 17-01	Eliminate the Use of Chemical Pesticides on City Owned or Leased Property	$100,000
FIN 21-01	Explore a 2022 General Election Ballot Measure to Modify Real Property Tax	$50,000
ITD 20-01	Establish a Formal Smart Cities Initiative and Potential Program	$125,000
LRS 20-03	Assessment of Needs for Additional/Expanded Outdoor Sports Programs and Facilities	$65,000
DPW 21-03	Pedestrian and Bicycle Facility Installation on Tasman Drive from Fair Oaks Avenue to Lawrence Expressway	$200,000
DPW 21-04	Complete Missing Gaps of Sidewalk on East Side of Poplar Avenue between El Camino Real and Peterson Middle School	$75,000
Total Cost		**$675,000**

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 Manager and on the City's website.

Prepared by: Michelle Zahraie, Management Analyst
Reviewed by: Teri Silva, Assistant City Manager
Approved by: Kent Steffens, City Manager

ATTACHMENT

1. Presentation Dates for 2021 Council-ranked Study Issues
2. Study/Budget Issues Webpage

Presentation Dates for 2021 Council-ranked Study Issues and Continuing Issues

RANKED 2021 STUDY ISSUES

Department Line	Start Date *If ATL & Bud. Supp. dependent "7/1/2021"*	Council Meeting Date *Month/Year; or if ATL & Bud. Supp. Dependent: TBD - $*	Council Rank	Number	Title	Support Depts. *OCM, OCA support for each study*
Above the Line	4/1/2021	September 2021	1	OCM 21-03	Consider the Creation of a Formal Process for City Council Colleague Memorandums	
Above the Line	4/1/2021	December 2021	2	OCM 21-02	Creation of a Human Relations Commission	
Above the Line	7/1/2021	TBD - $	1	CDD 21-02	Review and Potentially Update Commercial Housing Mitigation Fees	FIN
Above the Line	7/1/2021	TBD - $	1	ESD 17-01	Eliminate the Use of Chemical Pesticides on City Owned or Leased Property	DPW and LRS
Above the Line	7/1/2021	TBD - $	1	FIN 21-01	Explore a 2022 General Election Ballot Measure to Modify Real Property Tax	
Above the Line	7/1/2021	TBD - $	1	ITD 20-01	Establish a Formal Smart Cities Initiative and Potential Program	
Above the Line	7/1/2021	TBD - $	1	LRS 20-03	Assessment of Needs for Additional/Expanded Outdoor Sports Programs and Facilities	DPW
Above the Line	7/1/2021	TBD - $	1	DPW 21-03	Pedestrian and Bicycle Facility Installation on Tasman Drive from Fair Oaks Avenue to Lawrence Expressway	
Above the Line	7/1/2021	TBD - $	2	DPW 21-04	Complete Missing Gaps of Sidewalk on East Side of Poplar Avenue between El Camino Real and Peterson Middle School	
Below the Line	N/A	N/A	2	CDD 21-01	Consider Allowing Expansions/Modifications for Existing Legal Non-Conforming Single-Family Uses in Non-Residential Zoning Districts	
Below the Line	N/A	N/A	3	CDD 19-04	Update to the Historical Context Statement to Include Historical Contributions Made by Asian Americans and Other Minority Groups	
Below the Line	N/A	N/A	3	DPW 20-13	Lighting of Current and Future City Owned Dog Parks	
Below the Line	N/A	N/A	4	DPW 21-05	Pedestrian Improvements on Marion Way between Norman Drive and Oriole Avenue	

Presentation Dates for 2021 Council-ranked Study Issues and Continuing Issues

CONTINUING STUDY ISSUES

Anticipated Completion Date	Number	Title	Status Update
October 2021	CDD 14-09	Comprehensive Update of the Precise Plan for El Camino Real	Staff is beginning the review process for the Administrative Draft of EIR (ADEIR) which was submitted to the City in late January 2021. City Council has previously provided feedback on plan policies, vision statement, development standards, etc., which are being incorporated into the Draft Specific Plan, but staff anticipates returning to the City Council for a Study Session to discuss the land use plan further in Spring 2021. Staff anticipates the Draft Specific Plan and EIR will be released for public review and comment in late Spring 2021 and public hearings in late Summer 2021.
December 2021	CDD 19-01	Evaluation of Right-To-Lease Ordinance	Implementation of the Right to Lease Ordinance began in late 2020. This Housing Strategy Tier 1 Item will include outreach with the apartment and landlord community. Staff has begun background research and anticipates outreach in Summer 2021, with a draft Ordinance presented to the Council in Fall 2021.
2023 - 2024 (unknown at this time)	CDD 19-05	Update to the Heritage Resource Inventory to Include Potential Resources Associated with Technological Innovation	Formal funding approved in June 2019. Kick off of this Study Issue will likely commence in 2021 and will take approximately 1-2 years to complete. Consultant will be hired with supplemental funding.
January 2023	CDD 20-01	Updates to the Single-Family Home Design Techniques Document	Formal funding approved in June 2020. Kick off of this Study Issues will commence in early 2021 and will take 1-2 years to complete. Consultant will be hired with supplemental funding.
November 2021	DPW 14-13	Scoping of Grade Separations for Caltrain Crossings at Mary Avenue and Sunnyvale Avenue	The City is currently refining concept designs and undertaking preliminary traffic analysis related to grade separation at both Mary and Sunnyvale Avenues. A study session will be planned with the City Council in Spring 2021 to review the results.
April 2022	DPW 17-05	Orchard Heritage Park and Heritage Park Museum - Analysis and Options for the Long-Term Operations and Maintenance of Orchard Heritage Park and Review of the Sunnyvale Historical Society and Museum Association Proposed Expansion of the Sunnyvale Heritage Park Museum Site	Staff evaluated proposals and conducted interviews of the consultants. Selection will be made in February 2021.
September 2021	DPW 18-07	Feasibility of Acquiring Control of Caltrans Traffic Signals on El Camino Real	Caltrans has responded that they are not willing to relinquish El Camino Real traffic signals but willing to delegate operations and maintenance responsibility of the traffic signals to the City. The City's consultant has started the process to gather data on projected operations and maintenance costs for Council consideration.

Presentation Dates for 2021 Council-ranked Study Issues and Continuing Issues

CONTINUING STUDY ISSUES

Anticipated Completion Date	Number	Title	Status Update
July 2021	DPW 18-11	Analysis of Sunnyvale Golf Program and Property Options	Staff is currently reviewing and providing feedback on the draft study.
September 2021	DPW 19-07	Ascertain Suitable Location(s) for the Installation of Youth Cricket Batting Cages and Potential Funding Sources	Verde Design has been selected as the consultant for this study issue and the study issue is now in process.
September 2021	DPW 19-10	Improving Traffic Operations at Fremont/Bernardo/Hwy 85	Caltrans has responded back that they are not agreeable to relinquishing or delegating operations and maintenance responsibility for the Fremont/Bernardo/Hwy 85 interchange area traffic signals.
TBD - Pending award of grant funds	DPW 20-02	Improve Bicycle and Pedestrian Access at Sunnyvale Caltrain Station	Staff is pursuing grant funding to prepare the study. The Sustainable Communities Grant administered by Caltrans has been identified as a possible funding source. The competitive grant has an application deadline in February 2021 with the project selections announced in June 2021. Projects chosen for grant awards may begin project activities in Fall 2021.
September 2022	DPW 20-15	Feasibility of Establishing of a Cricket Stadium at Baylands Park	City staff is meeting with the County the first week of February to discuss the concept and gauge interest. If the County is agreeable to exploring moving forward, City's next step will be to develop an RFP for consultant services to study: economic impacts to the City and region, financing strategies and models, civil engineering review, and outreach/community engagement.
April 20, 2021	ESD 19-01	Single Use Plastics Strategy	Draft study under review; Anticipate presenting to Sustainability Commission in March 2021.
October 2021	HRD 19-01	Develop a Workforce Initiative That Creates Partnerships to Develop a Pipeline for Students to Enter Public Sector Employment	City continues to participate in County-wide internship program for high school and college students. Final recommendations to Council will be made after COVID-19 emergency ends.
June 15, 2021	LCS 19-03	Explore Strategies to Promote Cultural Inclusion in City Programs and Services	Based on Council direction at the January 28 Strategic Session, staff is finalizing the Study Issue paper to include the organizational assessment, best practices and comparison of area cities' programs, and options for implementation. A Study Session to receive direction on level of implementation is scheduled for May 4, 2021.
June 2021	OCM 19-02	Responsible Construction Ordinance	City Attorney hired outside counsel to provide initial analysis and provided City Council with a confidential memo on the issue. Staff will resume outreach with contractors and stakeholders after the COVID-19 pandemic allows for larger gatherings.
December 2021	OCM 20-01	Service Worker Retention Ordinance	Due to the impacts of COVID-19, staff is uanble to start on this item until Spring of 2021. The target completion date for this Study Issue is Fall 2021.

Sunnyvale

RTC #: 21-0280

Document Title: Study Issue Presentation Dates for Recommended Studies in 2021 (Information Only)

Link: https://sunnyvale.ca.gov/government/council/study/lastyear.htm