AMENDMENT TO AGREEMENT FOR SOLID WASTE, RECYCLABLES, AND GREEN WASTE/FOOD WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

This Amendment ("Amendment") to that certain Agreement For Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services is entered into by and between Republic Services, Inc., a Delaware corporation, through its wholly owned subsidiary, Solano Garbage Company, a California corporation ("Collector") and the City of Fairfield, a municipal corporation ("City"), as of this \text{2016}. Collectively, City and Collector are referred to herein as the "Parties".

RECITALS

A. City and Collector entered into that certain Agreement For Solid Waste, Recyclables, and Green Waste/Food Waste Collection, Processing and Disposal Services ("Agreement") on or about September 6, 2011 (the "Agreement");

B. Collector owns and operates a storage/transfer facility (the "Existing Facility") located at the terminus of Union Avenue in downtown Fairfield, on property legally described in Exhibit A (the "SGC Downtown Property"), which property is approximately 1.42 acres in area;

C. City desires to facilitate the relocation by Collector of its Existing Facility to an area outside of City's Heart of Fairfield Specific Plan Area, and to acquire fee title to the SGC Downtown Property;

D. Pursuant to Section 10.4 of the Agreement, City caused a performance review of Collector's services to be conducted, which analyzed Collector's performance under the Agreement and identified certain areas of non-compliance, which City has requested that Collector correct;

E. Collector has requested an increase in the length of the period of the optional extension of the term of the Agreement, as well as a modification of the rate adjustment process for the extended term (if any); and

F. The Parties desire to amend the Agreement to address the relocation of the storage/transfer facility, transfer of title to the SGC Downtown Property, extend the term, and make other changes.

NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby amend the Agreement as follows:

SECTION 1. The above recitals are incorporated herein by this reference. All defined terms herein, as indicated by initial capitalization, shall have the meanings ascribed to them in the Agreement, unless otherwise indicated.
SECTION 2. Within one hundred and eighty (180) days of the date of this Amendment, Collector shall correct or cause to be corrected all areas of non-compliance noted in the Final Report For: 2015 Performance Review of Republic Services dated July 15, 2015 and prepared by R3 Consulting Group, Inc. (“Performance Review”).

SECTION 3. Section 1.1.84 is hereby added to the Agreement, as follows:

“1.1.84 “Alternative Fuel vehicles” means vehicles powered by liquid natural gas or compressed natural gas.”

The term “LNG vehicles is hereby replaced with “Alternative Fuel Vehicles”, whereever it appears.

SECTION 4. Section 2.4.2 of the Agreement is hereby revised as follows:

“2.4.2 Collector Option to Extend. By May 1, 2016, provided the City determines that neither of the following events (a) or (b) have occurred, the City shall be obligated to offer the Collector in writing a five (5) year extension (the “Initial Extension Period”) of the Term of this Agreement. If, by May 1, 2016, the City determines that none of the following events (a), (b), (c), (d), or (e) have occurred, the City shall be obligated to offer the Collector in writing an additional three (3) year extension (the “Additional Extension Period”; together with the Initial Extension Period, the “Extended Term”) of the Term of this Agreement:

(a) Collector has failed to resolve, after written notice to Collector and an opportunity to cure, an alleged failure to meet and maintain the performance standards set forth in Exhibit “B” of this Agreement.

(b) Collector has failed to pay Liquidated Damages assessed pursuant to Section 11.4.

(c) Collector has failed to correct all deficiencies noted in the Performance Review.

(d) Collector and City have not entered into the purchase and sale agreement contemplated in Section 5 of the First Amendment to this Agreement, unless the May 1, 2016 date is extended by mutual agreement of both Parties.

(e) Collector shall have failed to complete the promotion criteria designated in Section 11. A. of the First Amendment to this Agreement.

The Collector shall provide written notice to the City as to whether Collector accepts or rejects the City’s offer to extend this Agreement on the same terms and conditions, within twenty (20) working days of the date of the offer. If Collector fails to deliver a written acceptance of the City’s offer to the City within twenty (20) working days, the City’s offer shall be deemed withdrawn and the City shall have no obligation to extend the Term of this Agreement beyond November 30, 2017. If the Term of this Agreement is extended, the compensation provisions of Article 7 shall not be subject to
negotiation. However, the compensation payable to Collector shall be adjusted annually throughout the Extended Term as provided in Article 6."

**SECTION 5.** City and Collector agree that the Additional Extension Period provided to Collector pursuant to Section 2.4.2 of the Agreement is based on the City and Collector closing escrow on the sale and purchase of the SGC Downtown Property. To that end, the parties shall enter into the purchase and sale agreement ("PSA") substantially in the form attached hereto as Exhibit B and incorporated herein by this reference. Title to the SGC Downtown Property shall be transferred in consideration of this Amendment, the extension granted pursuant to Section 2.4.2, and the sum of Ten Dollars ($10.00).

Should the close of escrow and the transfer of fee title to the SGC Downtown Property to City not occur by March 31, 2017, for any reason other than a failure or refusal by the City to enter into a purchase and sale agreement substantially in the form attached hereto as Exhibit B, or a default by City thereunder, the Additional Extension Period shall automatically terminate. In that event, if Collector is otherwise eligible for the Initial Extension Period authorized by Section 2.4.2, the Term of the Agreement shall expire on November 30, 2022.

**SECTION 6.** Collection from Residential Premises.

A. Section 3.3.3 is hereby amended to read the following: "At the first regularly scheduled Collection after Christmas Day, Subscribers may dispose of two (2) additional bags tied and contained placed next to the solid waste cart. Collector shall not charge any additional fees for this additional Solid Waste Collection."

**SECTION 7.** Work Plans.

Collector shall submit updated versions of the work plans specified in Section 4.2.1 of the Agreement for review and approval by the City Manager, within 180 days of the date of this Amendment, and again three (3) and six (6) years after the date of this Amendment. In the event that Collector fails to submit the required updated work plans to the City Manager by those dates, or fails to submit revised work plans in response to comments from the City Manager within 30 days after a written request from the City Manager, Collector shall pay to City Liquidated Damages as specified in Section 11.4 of the Agreement for each day the work plans or revised are not submitted. The approved work plans will be deemed to be incorporated into the Agreement.

**SECTION 8.** Subsection (d) is hereby added to Section 6.2.2 of the Agreement, as follows:

"(d) If the Term is extended by the Additional Extension Period pursuant to subsection 2.4.2, then during the Rate Years 2023, 2024, and 2025 the rate increase pursuant to this Section 6.2.2 shall be not less than three and one-half percent (3.5%)."
SECTION 9. Collector agrees not to locate any facility in the Heart of Fairfield Specific Plan Area, either for storage or maintenance of vehicles and/or equipment, transfer station, processing facility, or any use other than office space.

SECTION 10. Section 7.6 is hereby amended by designating the existing text as subsection 7.6.1, and adding a new subsection 7.6.2 as follows:

"7.6.2. If the Term is extended pursuant to subsection 2.4.2 by the Additional Extension Period, then commencing Jan 1st, 2023 the annual vehicle impact fee shall be $300,000. The vehicle impact fee will be paid in full by January 31st of years 2023, 2024, and 2025."


Commencing July 1, 2016, Collector shall offer one (1) weekday household hazardous waste collection event at Collector’s facility per calendar quarter, in addition to the two (2) event days per month specified in Exhibit “C” of the Agreement, a total of seven (7) household hazardous waste collection events per quarter.

A. On or before May 1st, 2016, Collector shall conduct public education and outreach in two (2) forms of media to promote each weekday household hazardous waste collection event in 2016. Public education and outreach collateral materials shall consist of, by mail billing insert and newspaper advertisement or telephonic call Blast.

B. Each year thereafter the Collector shall promote Household Hazardous Waste education and scheduled collection dates two (2) times per calendar year.


A. By letter dated December 3, 2014, City approved the continued use of Green Waste as Alternative Daily Cover through June 2016. Pursuant to Section 3.17.3 of the Agreement, City authorizes Collector to continue to deliver Green Waste/Food Waste collected in the City to the Designated Green Waste/Food Waste Facility for use as Alternative Daily Cover until December 31, 2019, to the extent that City receives credit in calculating the Diversion Rate for having diverted the Green Waste/Food Waste from disposal in a landfill. Before March 1, 2019, Collector shall submit a Residential Organic Waste Plan acceptable to the City for composting, or other mutually agreed upon diversion method, of 100% of organic waste (Green Waste and Food Waste) from Residential Premises in calendar year 2020 and beyond. City acceptance of the plan shall not be unreasonably withheld and SGC shall be subject to liquidated damages in the amount of $333.00 per day beginning April 1, 2019 for failure to submit an approved Residential Organic Waste Plan. Liquidated damages shall be assessed in accordance with Section 11.4 of the Agreement.

B. Collector shall prepare for and implement Commercial Food Waste Collection in accordance with AB 1826 no later than May 1, 2016.

1. Collector shall conduct consultation, education, and perform basic waste characterizations upon customer request at no charge to the
customer. All efforts will be documented and a summary included in all annual reports occurring after 2016.

2. Collector shall additionally include in each quarterly report after June 1st, 2016 the amount by type, size and frequency by customer name that subscribe to a food waste collection service.

3. Collector shall not be responsible for providing carts or containers for collection inside commercial businesses. Collector may coordinate or sell additional receptacles to commercial customers upon customer request.

SECTION 13. Diversion Section 4.1.15 is hereby amended by designating the existing text as subsection 4.1.15, and adding a new subsection 4.1.16 as follows:

"4.1.16 Commencing November 1st, 2016 and each year thereafter, the City shall mail all commercial and industrial customers a letter requiring diversion reporting of Recyclable materials in accordance with the State’s 75 Percent Recycling Initiative.

A. The City shall, in consultation with the Collector, design an informative letter requesting all diversion data for the specific calendar year including a form designed to easily assemble diversion data.

B. The Collector shall be responsible for the printing and postage cost and Collector administration costs associated with this process. The Collector shall produce the City’s letter and form with a prepaid return addressed envelope remitted to P.O. Box B Fairfield, CA 94533.

The Collector shall consolidate all diversion data collected and provide a summary in the annual report contained in Section 9.4."

SECTION 14. Emergency and Disaster Response and Stand-by Priority Service.

A. City shall develop an Emergency Response and Clean-up Plan in consultation with Collector.

B. In the event of an emergency or natural disaster, and when requested by the City Manager or Public Works Director, Collector shall provide City with the equipment and labor required to collect, cleanup, and remove debris resulting from the emergency or natural disaster. Collector shall be required to perform all work within its normal scope of Solid Waste and Recyclables collection and disposal and sweeping operations. Collector shall not be required to collect, clean-up, or remove hazardous waste. Collector shall use reasonable efforts to dispatch the requested equipment and labor to City as promptly as practicable following the request by the City Manager or Public Works Director.
C. Notwithstanding Section 2.3 or any other provision of this Agreement or the Municipal Code, Collector agrees that, in the event that (i) Collector is unable to respond within the time period requested by City for collection, cleanup and removal of debris resulting from an emergency or natural disaster, or (ii) the work requested by City is outside of Collector's normal scope of Solid Waste and Recyclables collection and disposal and sweeping operations, City shall have the right to engage other persons, firms, and entities to collect, cleanup and remove debris resulting from such emergency or natural disaster for a period ending on the date such collection, cleanup and removal is complete. Collector shall not be required to pay any additional liquidated damages, fees, fines or other payments as a result of this Section 14.C.

D. At the time when Collector's work may continue following a natural disaster, Collector will cooperate with City to prepare and implement a disaster recovery plan. This plan shall identify Collector's plans for maximizing the amount of Recyclables diverted from the waste and debris created by the disaster and to identify and secure disposal sites and capacity for such waste.

E. City shall pay Collector for the services provided pursuant to Section 14.B. Collector's requests for payment for these services shall be accompanied by a full accounting of the labor hours, vehicle usage, disposal costs, and any other costs incurred by Collector for which Collector is seeking payment. The rates set forth in Exhibit C of this Amendment shall serve as base rates for normal disposal and recycling options. Disposal and Processing sites not listed in Exhibit E of the Agreement shall be subject to such additional fees as may be mutually agreed upon in writing. The rates set forth in Exhibit C of this First Amendment are subject to adjustment in accordance with Section 6.2.2 of the Agreement. City reserves the right to audit Collector's books and records to ascertain the accuracy of Collector's costs. Payment shall be delivered to the Collector within thirty (30) days of submittal.

SECTION 15. Paragraph (f) of Section 4.1.5 Collection Schedule of the Agreement is hereby deleted. Paragraph (b) of Section 4.1.5 is hereby amended as follows:

"(b) Collection Services shall not start before 6:00 a.m. or continue after 6:00 p.m., six days per week excluding Sunday. Collector shall not provide Collection Services on Sundays. With the prior written approval of the Public Works Director or designee, Collection Services from identified Commercial/Industrial Premises may occur as early as 4:00 am and shall not continue after 6:00 pm. Collection service hours are subject to change by the City Manager in the exercise of its reasonable discretion."

SECTION 16. Except as specifically amended by this Amendment, all other provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF this Amendment to Solid Waste Franchise Agreement is entered into this ___ day of ____, 2016.
CITY OF FAIRFIELD,
a California municipal corporation

By: ________________________________
    David White, City Manager

REPUBLIC SERVICES, INC.,
a Delaware corporation

By: ________________________________
    W. T. Eggleston, Jr., Vice President

APPROVED AS TO FORM:

______________________________
Gregory W. Stepanovich, City Attorney

______________________________
Trisha Ortiz, Asst. City Attorney
EXHIBIT“A”

LEGAL DESCRIPTION OF THE PROPERTY

The legal description of the SGC Downtown Property which follows is subject to verification by the parties as part of the PSA.

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, DESCRIBED AS FOLLOWS:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SOLANO, CITY OF FAIRFIELD AS TO PARCELS ONE, FOUR AND SIX, AND THE CITY OF SUISUN AS TO PARCELS TWO, THREE, FIVE, SEVEN, EIGHT, NINE, TEN AND ELEVEN, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

FRACTIONAL LOT 3 IN BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO- 55835.

A.P.N. 0030-314-020

PARCEL TWO:


EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID

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PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-110

PARCEL THREE


EXCEPTING THEREFROM THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, WITHOUT THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE GRANT DEED EXECUTED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION RECORDED DECEMBER 19, 1983, BOOK 1983, PAGE 106009, SERIES NO. 55835.

A.P.N. 0032-032-130

PARCEL FOUR:

FRACTIONAL LOTS ONE AND TWO IN BLOCK SEVENTY-ONE, MORE PARTICULARLY DESCRIBED AS FOLLOWS, COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF OHIO STREET WITH THE EAST LINE OF JEFFERSON STREET AND RUNNING THENCE EASTERLY ALONG THE SOUTH LINE OF OHIO STREET 100 FEET TO THE WEST LINE OF LOT THREE IN SAID BLOCK 71; THENCE SOUTH 50 FEET, MORE OR LESS, TO THE CITY LIMITS; THENCE SOUTHWESTERLY ALONG THE CITY LIMITS TO THE EAST LINE OF JEFFERSON STREET AND THENCE NORTH ALONG JEFFERSON STREET 100 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, AS THE SAME IS SHOWN ON THE OFFICIAL MAP OF THE TOWN OF FAIRFIELD, WHICH MAP IS ON FILE IN THE RECORDER’S OFFICE OF SOLANO COUNTY.
EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0030-314-010

PARCEL FIVE:


EXCEPTED THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM IN AND UNDER SAID REAL PROPERTY LYING BELOW A PLANE WHICH IS 500 FEET BELOW THE SURFACE OF THE GROUND; PROVIDED, HOWEVER, THAT ANY EXPLORATION FOR OR REMOVAL OF ANY SUCH OIL, GAS, OTHER HYDROCARBON SUBSTANCES, MINERALS, AND NATURALLY CREATED HOT WATER AND STEAM SHALL BE BY MEANS OF SLANT DRILLING OR TUNNELING FROM LANDS ADJACENT TO SAID REAL PROPERTY OR OTHER METHODS NOT REQUIRING OPERATIONS ON THE SURFACE OF SAID REAL PROPERTY AND SHALL BE PERFORMED SO AS NOT TO ENDANGER SAID SURFACE OR ANY STRUCTURE WHICH SHALL BE ERECTED OR CONSTRUCTED THEREON, AS RESERVED IN THE GRANT DEED EXECUTED BY PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED MAY 3, 1982, BOOK 1982, PAGE 26941, SERIES NO. 15580.

A.P.N. 0032-032-100

PARCEL SIX:

FRACTIONAL LOT 4 BLOCK 71 OF THE TOWN OF FAIRFIELD FILED MAY 16, 1859 IN BOOK 1 OF MAPS, PAGE 46, SOLANO COUNTY OFFICIAL RECORDS.
A.P.N. 0030-314-030

PARCEL SEVEN:


A.P.N. 0032-032-140

PARCEL EIGHT:

ALL THAT CERTAIN PARCEL OF LAND CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF JEFFERSON STREET DISTANT ALONG SAID LINE NORTH 0° 19’21” EAST, 42.04 FEET FROM THE INTERSECTION OF THE NORTHERLY LINE OF ILLINOIS STREET WITH SAID WESTERLY LINE, SAID STREETS ARE SHOWN ON THE MAP ENTITLED: “PLAN OF SUISUN CITY TOGETHER WITH JACKSON’S ADDITION”, FILED FOR RECORD AUGUST 28, 1859 IN BOOK 1 OF MAPS, PAGE 105, SOLANO COUNTY RECORDS, THENCE (1) NORTH 69° 57’38” EAST, 162.30 FEET; THENCE (2) SOUTH 20° 02’22” EAST, 80.00 FEET TO THE EASTERLY LINE OF SAID PARCEL; THENCE (3) NORTH 69° 57’38” EAST, 53.33 FEET TO THE EASTERLY LINE OF LOT 10 AS SHOWN ON SAID MAP, TOGETHER WITH THAT PORTION OF THE SOUTHERLY ONE-HALF OF THE ALLEY WHICH RUNS EAST AND WEST THROUGH SAID BLOCK VACATED BY CITY OF SUISUN RESOLUTION NO. 84-57 RECORDED DECEMBER 11, 1984, BOOK 1984, PAGE 107552, SERIES NO. 55292.

A.P.N. A PORTION OF 0032-032-120

PARCEL NINE:

ALL THAT CERTAIN PARCEL OF LAND AS CONVEYED TO STATE OF CALIFORNIA BY DEED RECORDED JANUARY 3, 1980, AS INSTRUMENT NO. 231, PAGE 363, SOLANO COUNTY RECORDS, LYING NORTHERLY OF THAT PARCEL DESCRIBED IN DIRECTOR’S DEED RECORDED MARCH 23, 1981 AS INSTRUMENT NO. 11618, PAGE 20009, SOLANO COUNTY RECORDS AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE WESTERLY TERMINUS OF COURSE (3) AS DESCRIBED IN SAID DIRECTOR’S DEED, THENCE ALONG THE WESTERLY PROLONGATION OF SAID COURSE SOUTH 69° 57’38” WEST, 40.49 FEET; THENCE NORTH 43° 01’28”
WEST, 86.90 FEET TO A POINT ON COURSE (1) AS DESCRIBED IN SAID DIRECTOR’S DEED, SAID POINT BEARING NORTH 69° 57’38” EAST, 87.88 FEET ALONG SAID COURSE (1) FROM THE WESTERLY TERMINUS THEREOF.

A.P.N. A PORTION OF 0032-032-120

PARCEL TEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:


A.P.N. A PORTION OF 0032-032-150

PARCEL ELEVEN:

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF SUISUN, COUNTY OF SOLANO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:


A.P.N. A PORTION OF 0032-032-150
EXHIBIT B
FORM OF PURCHASE AND SALE AGREEMENT
EXHIBIT C

Emergency or Natural Disaster Rates

Per pull Debris Box Service and special conditions:

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Additional charge for disposal in excess of two tons: $63.06
Additional charge in excess of two tons - Woods: $49.71
Additional charge for C&D disposal per ton: $91.70

Special Rates and Conditions:
1) All Rear Load, Front load, and sweeping rates will be mutually agreed upon in writing before work occurs.
2) Collector shall be reimbursed for all costs associated with travel, meals, lodging for resources that are not from the local division.
3) City shall be responsible for all labor and related direct costs as a result of the Collectors Collective Bargaining Agreement stipulations including over time, double time, or weekends worked in excess of regular hours covered in the rates above.
4) Special Waste or other additional recycling options not specifically identified in this Amendment shall be subject to additional processing, transportation costs and fees.