

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Chris Bazar
Agency Director

AGENDA ITEM No. _____ November 6, 2012

October 23, 2012

The Honorable Board of Supervisors
Alameda County Administration Building
Oakland, CA 94612

Dear Board Members:

SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE, LIVERMORE SANITATION, INC., AND ALAMEDA COUNTY REGARDING SOLID WASTE AND RECYCLING SERVICES

RECOMMENDATION:

Adopt the following resolutions to facilitate the provision of solid waste and recycling services to the unincorporated area surrounding the City of Livermore:

1. Resolution establishing County Collection Service Zone No. 1 in accordance with Chapter 6.40 of Title 6 of the County General Ordinance Code; and
2. Resolution granting Livermore Sanitation, Inc. exclusive rights to provide solid waste and recycling services within County Collection Service Zone No. 1 (with the exceptions listed in the agreement) and approving the three-way agreement between the City of Livermore, Livermore Sanitation, Inc., and the County.

SUMMARY/DISCUSSION:

Alameda County does not currently have regulatory or contractual authority to direct or control solid waste, recycling or compostable material collection services in the unincorporated areas of East County. Residents and businesses voluntarily subscribe to the services provided by the local collection companies or self-haul their materials to a landfill or recycling facility. Recycling service is currently not available to all customers who receive solid waste service.

Over the past several years, Supervisor Haggerty's office and County Planning Department staff have received numerous complaints from unincorporated residents in the Livermore area about the inconsistency of collection services provided and fees charged in the unincorporated area. In order to deliver a consistent set of services to customers, to ensure the reasonableness and consistency of rates and rate adjustments, and to establish and monitor performance standards, Supervisor Haggerty's office and county staff worked with the City of Livermore and Livermore Sanitation, Inc. (LSI) to develop a three-way agreement for the provision of solid waste and recycling services in the unincorporated area surrounding the city. The agreement grants LSI exclusive rights to provide solid waste and recycling services within

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County Collection Service Zone No. 1. Recent amendments to Article IV of Chapter 6.40 of Title 6 of the County Ordinance Code give the Board the authority to establish such zones and to grant exclusive rights to haulers within the zones. The ordinance also provides for several exemptions to these exclusive rights, including businesses and residents who self-haul waste generated on their own premises and charitable organizations that collect donated recyclable materials.

One of the exemptions included in the County Code is for persons collecting construction and demolition debris resulting from a construction or demolition project. In negotiating the terms of the MOU, LSI found that this exemption was not acceptable; therefore, as indicated in Section 4.1(i) of the MOU, it will be necessary to amend the County Code to remove this exemption. Staff will bring this ordinance amendment to the Board for consideration at the December Board Planning meeting.

County Collection Service Zone No. 1 is comprised of two geographic areas: the Densely-Populated Area adjacent to the city boundary and the Rural Area further away from the city boundary. (See Exhibit A of the attached MOU.) Single-family residences located in the Densely-Populated Area will be offered services that are identical to those provided to city residents. For single-family residences that subscribe to collection service in the Rural Area, LSI will provide weekly solid waste cart collection service and will collect single-stream recyclable materials through what is commonly known as a "Blue Bag" program. Customers will be asked to place recyclable materials in a bag provided by LSI and put the bag next to their solid waste cart on their collection day. The bags of recyclables will be collected and processed separately from the solid waste. Commercial accounts in both the Densely Populated and Rural Areas will be offered solid waste and recycling services comparable to the services provided to commercial accounts within the city. Subscribing to collection service will remain voluntary. Residents and businesses in the unincorporated area who wish to self-haul their waste can continue to do so. It is anticipated that the MOU will go into effect on January 8, 2013.

Exhibit B of the MOU contains tables showing the rates that will be charged for the various types of service that will be offered under the agreement. For example, a single-family residence in the Densely Populated Area will be charged \$80.88 quarterly for weekly collection service for a 32-gallon solid waste cart, which also includes a 96-gallon recycling cart and a 96-gallon organics cart. In the Rural Area, a single family residence will be charged \$89.04 quarterly for weekly collection service for a 32-gallon solid waste cart, which includes "Blue Bag" recycling service. Commercial rates will vary depending on the size of the bin and the number of pick-ups per week. Rate increases for County customers will be tied to increases in city rates. In the future, if the County wishes to adjust the rates charged to County Customers, Section 6.4(c) of the MOU contains a provision by which the County and LSI agree to meet and confer to discuss amendments to the MOU setting forth the process for the County's adjusting rates for County Customers.

FINANCING:

There is no Net County Cost as a result of this action.

Very truly yours,



Chris Bazar, Director
Community Development Agency

Exhibit A

**Memorandum of Understanding between the City of Livermore, Livermore Sanitation, Inc., and
the County of Alameda**

(See attached)

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LIVERMORE,
ALAMEDA COUNTY AND LIVERMORE SANITATION, INC. REGARDING SOLID WASTE
AND RECYCLING SERVICES**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated for reference purposes as of _____, 2012, is entered into by and between the CITY OF LIVERMORE, a municipal corporation (the "City"), the COUNTY OF ALAMEDA, a political subdivision of the State of California ("County"), and LIVERMORE SANITATION, INC., a California corporation ("LSI") (each from time to time hereafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

This MOU is entered into by the Parties based on the following facts, findings and determinations:

A. The City and LSI are parties to that certain Amended and Restated Agreement For Solid Waste, Recyclable Materials, and Compostable Materials Services within the corporate limits of the City dated May 9, 2011 (the "LSI Agreement").

B. County desires to have similar collection services provided within the unincorporated areas surrounding the City, and the City desires to assist the County by modifying the LSI Agreement in accordance with the terms of this MOU to allow LSI to provide such services within certain designated portions of the unincorporated area of the County.

C. Pursuant to Section 6.40.280 of the County General Ordinance Code, the County Board of Supervisors may establish County Collection Service Zones for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials. On November 6, 2012, the County Board of Supervisors established County Collection Service Zone 1, which is shown on the map attached as Exhibit A.

D. Section 6.40.290 of the County General Ordinance Code authorizes the Board of Supervisors to enter into franchise agreements, grant permits, or otherwise give authorization for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials within a County Collection Service Zone. On November 6, 2012, the County Board of Supervisors granted authority to LSI to provide services for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials within County Collection Service Zone No. 1, and provided that the specific scope, nature, and requirements of such services to be provided by LSI shall be as set forth in the LSI Agreement, as modified by this MOU.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations set forth in this MOU, the Parties hereby agree as follows:

1. Definitions. For purposes of this MOU, unless a different meaning is clearly required, the following terms have the following meanings and shall be capitalized throughout this MOU. Capitalized terms not defined in this section shall the meanings set forth in the LSI Agreement.

1.1 "County Collection Zone No. 1" means that certain area within the unincorporated area of the County, shown on the map attached as Exhibit A, established by the County Board of Supervisors pursuant to Section 6.40.290 of the County General Ordinance Code, which requires authorization from the County for the Collection of Solid Waste, Compostable Materials, and Recyclable Materials.

1.2 “County Customers” means those Customers located within County Collection Zone No. 1.

1.3 “County Gross Rate Revenues” means actual monies remitted to LSI by County Customers, which shall be determined in accordance with Generally Accepted Accounting Principles.

1.4 “Densely Populated Area” means that certain area within County Collection Zone No. 1 that is located close to the City’s incorporated area, as shown and set forth in Exhibit A.

1.5 “Rural Area” means that certain area within County Collection Zone No. 1 that is located farther from the City limits, as set shown and set forth in Exhibit A.

2. Term.

2.1 **Effective Date.** The Effective Date of this MOU shall be the date that the City, the County and LSI sign this MOU, following approval of the City Council and the Board of Supervisors.

2.2 **Term.** The term of this MOU shall be the from the Effective Date until the date that is the earlier of (a) the end of the Term of the LSI Agreement; (b) the date that the LSI Agreement is terminated in accordance with Section 11.3 of the LSI Agreement; (c) the date this MOU is terminated pursuant to Section 2.3 below; or (d) the date that this MOU is terminated pursuant to Section 10 below.

2.3 **Termination by Livermore.** City may terminate this MOU in the event the City determines, in its sole discretion, that it cannot continue to authorize LSI to utilize assets financed by City ratepayers and necessary for the implementation of this MOU in accordance with Section 6.4(b) below. City agrees to provide a minimum of 90 days’ notice of such termination to the County and LSI.

3. **Amendment of LSI Agreement.** Concurrently with the execution of this MOU, and in accordance with Section 6.18 of the LSI Agreement, the City hereby consents to LSI’s providing services to County Customers in County Collection Service Zone 1, on the terms and conditions as set forth in this MOU irrespective of the terms of service in such Section 6.18, and waives any time periods set forth in such Section 6.18. The City further agrees to formally incorporate the provisions of this MOU in the LSI Agreement when the LSI Agreement is next amended or restated.

4. Scope of Services.

4.1 **Exclusive Rights.** Pursuant to County General Ordinance Code Section 6.40.290, and County Board of Supervisors Resolution No. _____, the County Board of Supervisors has granted to LSI the exclusive right to provide Solid Waste, Recyclable Materials, and Compostable Materials Collection services to Single-Family, Multi-Family, and Commercial Customers that voluntarily subscribe to Collection service in the County Collection Service Zone No. 1 commencing on January 8, 2013 (the “Commencement Date”). LSI’s scope of services shall include the Collection, transfer, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, and Compostable Materials, as described in Section 4.2. The rights granted by the County extend only to provision of service in the County Service Area No. 1, described in Exhibit A, as its boundaries are now constituted or as may hereafter be amended by the Board of Supervisors and Section 11.1 of this MOU. LSI’s exclusive rights shall extend to Solid Waste, Recyclable Materials, and Compostable Materials that have been placed in Containers provided by LSI. LSI’s rights are exclusive as set forth above, except as to the following persons, who are not required to obtain authorization from the County for collection of Solid Waste or Recyclable Materials within a County Collection Service Zone pursuant to Article IV of Chapter 6.40 of Title 6 of the County Ordinance Code:

- (a) The County;
- (b) A commercial business owner or resident removing solid waste, recyclable materials, or compostable materials generated from his or her premises and transported personally by the owner or occupant of such premises, or by his or her employees or contractor whose removal of the solid waste, recyclable materials or compostable materials is incidental to the service being performed and provided such materials are processed, or disposed of at a facility permitted to accept such materials;
- (c) Youth, civic, or charitable organizations which collect or accept donated recyclable materials and compostable materials;
- (d) Persons that collect or accept donated Recyclable Materials, or pay the generator for the collection of Recyclable Materials and Compostable Materials;
- (e) Persons delivering Recyclable Materials for recycling under the California Beverage Containers Recycling Litter Reduction Act (California Public Resources Code Section 14500 et seq.);
- (f) A gardening, landscaping or tree-trimming contractor removing Compostable Materials from a premises as an incidental part of total service offered by that contractor for no additional or separate fee;
- (g) Persons that have contracted for the collection of Solid Waste, Compostable Materials, or Recyclable Materials generated by a public school or County facilities;
- (h) Persons collecting Solid Waste, Recyclable Materials, or Compostable Materials where such materials are removed as part of the abatement of a public nuisance or dangerous condition at the direction of the County;
- (i) Persons collecting Construction and Demolition Debris resulting from a construction or demolition project; provided, however, that, subject to the County's amendment of its relevant Ordinance, which the County undertakes to use its best efforts to accomplish prior to the Commencement Date, this exception to LSI's exclusive rights shall be limited as of the Commencement Date to licensed construction or demolition contractors removing Construction and Demolition Debris from any Premises using their own employees and equipment as an incidental part of a comprehensive service offered by such contractors, rather than as a hauling service, and provided that such Debris is processed, or disposed of, at a facility permitted to accept such Debris;
- (j) Persons collecting, removing or disposing the following:
 - (i) Animal waste and remains from slaughterhouse or butcher shops, grease, or used cooking oil;
 - (ii) By-products of sewage treatment, including , sludge ash, grit and screenings;
 - (iii) Hazardous or dangerous materials; liquid and dry caustics; acids; bio-hazardous, flammable and explosive materials; insecticides; and similar substances;
 - (iv) Infectious medical waste (as defined in California Health and Safety Code Section 25117.5).

4.2 Collection Services.

(a) Required Services and Standards. Starting on the Commencement Date, LSI shall offer Solid Waste, Compostable Materials and Single-Stream Recyclable Materials Collection services to County Customers in County Collection Service Zone No. 1 in accordance with the LSI Agreement as modified by this MOU and as more specifically set forth below in this Section 4.2, and shall provide service to those County Customers that voluntarily subscribe to and pay for LSI's Collection services. In providing such services, LSI shall comply with the provisions stated in the LSI Agreement for the following:

- (i) Collection standards,
- (ii) Vehicles,
- (iii) Containers,
- (iv) Personnel, and
- (v) Corporation yard, transfer operations, and compressed natural gas station.

(b) Single Family Collection Services. LSI shall have different obligations for Single Family Collection Services in the Densely Populated Area and in the Rural Area, as set forth below.

(i) Densely Populated Area. For Single-Family Customers located in the Densely-Populated Area that subscribe to LSI's Collection service, LSI shall provide each Customer weekly Solid Waste, Single-Stream Recyclables Materials, and Compostable Materials Cart Collection services. LSI's services shall also include: on-call Curbside clean-up services, on-call Bulky Item collection, weekly motor oil and filter Collection, quarterly textile Collection, provision of kitchen pails, Compostable Materials overages program, Curbside Christmas tree Collection, on-call E-Waste Collection, and weekly cell phone and household battery Collection. LSI may, but is not obligated to offer, the community re-use network and other services specified in the LSI Agreement that are not listed here as requirements for the Customers in the Densely-Populated Area. All of these services shall be provided by the LSI in accordance with the provisions specified for the Single-Family Customers in the LSI Agreement. These Single-Family Customers need not subscribe to all of these Collection services, but all are included in their rates.

(ii) Rural Area.

(A) Solid Waste Collection Services. For Single-Family Customers located in the Rural Area that subscribe to LSI's Collection service, LSI shall provide each Customer weekly Solid Waste Cart Collection services.

(B) Single-Stream Recyclables Collection Services. LSI shall also Collect Single-Stream Recyclable Materials on a weekly basis from Single-Family Customers located in the Rural Area that subscribe to Solid Waste Cart Collection service. The Single-Stream Recyclable Materials Collection service may be performed in a manner different than that used to service Customers in the Densely-Populated Area. LSI shall instruct Customers to place Single-Stream Recyclable Materials in a bag and to place the bag to the side of the Solid Waste cart for collection. LSI shall ensure that the Solid Waste and bagged Recyclable Materials are kept separate and shall ensure that the Solid Waste is disposed of at a designated landfill. Pursuant to the terms of Site Plan Approval

Amendment (SPAA) 09-006, LSI shall first dispose of any Solid Waste collected in County Service Area No. 1 at the Disposal Site and shall then transport the Recyclable Materials to LSI's facility for further handling and transfer.

(C) Other Services Not Required. For the Rural Area Single-Family Customers, LSI is not obligated to provide the following services: on-call Curbside clean-up services, on-call Bulky Item collection, motor oil and filter Collection, quarterly textile Collection, provision of kitchen pails, Collection of Compostable Materials, and Curbside Christmas tree Collection, e-waste collection, weekly cell phone and battery collection.

(iii) Single-Family Bin Service. LSI shall offer Single-Family Customers Bin Collection service for Solid Waste at Customer's option. In such case, the Customer shall be treated as a Commercial Customer in accordance with Section 4.2(c) below.

(c) Multi Family and Commercial Collection Services. LSI shall offer Solid Waste and Single-Stream Recyclables Collection services to all Multi-Family and Commercial Premises in the County Collection Service Zone No. 1, and Compostable Materials Collection services to Commercial Customers. LSI shall offer Multi-Family and Commercial Premises a variety of service options including the use of Carts, Bins, Drop Boxes, or Compactors for Solid Waste and Single-Stream Recyclable Materials Collection. LSI shall provide these Collection services in accordance with the provisions specified for the Multi-Family and Commercial Customers in the LSI Agreement with the exception that LSI may, but is not obligated to, provide the following services: "Universal Recycling," internal recycling bins for Commercial Customers, Compostable Materials Collection service to Multi-Family Customers, and/or technical assistance.

4.3 Transportation of Collected Materials. LSI shall Transport all Solid Waste, Recyclable Materials, and Compostable Materials Collected under this MOU to the Disposal, Processing, or Composting Sites approved by the City pursuant to the LSI Agreement.

4.4 Disposal and Processing of Collected Materials.

(a) Processing. LSI shall provide Recyclable Materials and Compostable Materials Processing Services and Solid Waste Disposal Services in accordance with the provisions specified for the City in the LSI Agreement. LSI shall guarantee Processing and Disposal capacity over the Term of the MOU for all Recyclable Materials, Compostable Materials, and Solid Waste Collected in County Collection Service Zone No. 1. The capacity guarantee shall be made by LSI and/or by its affiliates or its Subcontractors if LSI does not own and operate the Processing and Disposal Sites.

(b) Disposal. With regard to Disposal Services, either LSI shall enter into an agreement, or the City shall amend its existing disposal agreement, with Republic Services Vasco Road, LLC, a wholly-owned subsidiary of Republic Services, Inc., to arrange for Disposal of the Solid Waste Collected in County Collection Service Zone No. 1 at the Vasco Road Sanitary Landfill, located at 4001 North Vasco Road in unincorporated Alameda County, California. The terms of the new LSI Disposal agreement or of the amended City Disposal agreement shall be similar in nature to the City's current Disposal Agreement with Republic Services Vasco Road, LLC, and shall specify that the Disposal cost for Solid Waste from County Collection Service Zone No. 1 will be the same Disposal cost as that for Solid Waste from the City. In addition, the new or amended Disposal agreement between LSI or the City and Republic Services Vasco Road, LLC shall specify that the County is indemnified in the same manner as the City. Upon request, LSI or the City shall provide the County with a copy of the new or amended Disposal agreement for review.

5. Other Services

5.1 Customer Service and Complaints. LSI shall provide customer service to County Customers and respond to service complaints in accordance with the procedures specified in the LSI Agreement. To the extent that LSI is unable to resolve a complaint from a County Customer, such complaints shall be elevated to staff within the County's Community Development Agency, and the City shall have no responsibility or obligation to provide customer service or resolve complaints of County Customers.

5.2 Public Education

(a) At a minimum, LSI shall prepare and distribute a service information brochure to new Customers describing how to prepare Solid Waste, Recyclable Materials, and Compostable Materials for Collection. The brochure shall inform Customers as to the acceptable materials that can be included for Collection and any unacceptable materials to be excluded from Collection.

(b) On an annual basis on or before July 1 of each year, LSI shall notify Multi-Family and Commercial County Customers that are not in compliance with State or local recycling requirements including the State's mandatory commercial recycling requirements (Chapter 476, Statutes of 2011 [Chesbro, AB 341]) and the Alameda County Waste Management Authority Ordinance 2012-1, "An Ordinance requiring actions to Reduce Landfilling of Recyclable and Organic Solid Wastes from Businesses, Multi-Family Residences, and Self Haulers." Such notification shall describe the recycling requirements and how the Customer can comply with such requirements.

(c) LSI shall allow the County a reasonable opportunity to review, comment, request modification to, and approve public education materials before printing, publication, distribution, and/or release, including public education materials required by Sections 5.2(a) and (b), and any other materials LSI chooses to prepare and distribute within County Collection Service Zone No. 1, such as, but not be limited to, newsletters, flyers, door hangers, notification tags, and direct contact.

6. Billing and Rates.

6.1 General. Contractor shall bill County Customers in accordance with the procedures specified in the LSI Agreement with the exception that the bad debt procedures do not apply to County Customers.

6.2 Bad Debt Collection. LSI shall be responsible for collection of payment from County Customers with past due accounts ("bad debt"). If payment is not received within 30 days of the billing date, LSI may discontinue service. When LSI is attempting to collect past-due amounts, LSI may charge Customers with past-due amounts a late payment assessment equal to ten percent (10%) of the amount of the past due statement as part of the next billing cycle. The amount of the late payment assessment may accumulate with completion of each payment cycle if the amount is still past due. For example, after the completion of the second payment cycle for a delinquent account, the late payment amount shall equal the sum of: (1) amount of the first bill past due multiplied by ten percent (10%), (2) the product of that calculated in item 1 multiplied by ten percent (10%), and (3) the amount of the then-current bill.

6.3 Billing Inserts. LSI shall include County-prepared public education materials as inserts in LSI's quarterly Billings, which LSI mails to Customers provided County pays for and delivers to LSI copies of all printed materials to be inserted into the bills. County shall allow LSI a reasonable opportunity to review public education materials and request modifications to materials to clarify

operational practices before printing, publication, and distribution in LSI's billing statements. County's inserts shall state that the information contained therein is the position of County and not necessarily that of LSI.

6.4 Rates; City Credit.

(a) The initial rates charged by LSI to County Customers shall be as set forth in the attached Exhibit B, which, except as to Single-Family Customers located in the Rural Area, contains the same rates as LSI currently charges its customers in the City for the Collection of Solid Waste despite the differences in County service levels set forth in this MOU. Such rates charged to County Customers shall be adjusted at the same times and in the same amounts as any adjustments in rates are approved by the City in accordance with Article 8 of the LSI Agreement so that the County rates continue to be the same as the City rates despite the differences in County service levels under this MOU; provided, however, that each of such rates charged to Single-Family Customers located in the Rural Area shall be adjusted at the same times and by the same percentage amounts as the most comparable corresponding rate by service level approved by the City in accordance with Article 8 of the LSI Agreement.

(b) In exchange for the right to use assets financed by City ratepayers and necessary for the implementation of this MOU, including, without limitation, vehicles, Containers, personnel and administrative support, LSI shall pay the City an annual amount of \$46,191.67 for each Rate Period that LSI provides services in County Collection Service Zone No. 1 under this MOU, pro rated for any partial Rate Period of such service (the "Reimbursement"); provided, however, that the Reimbursement will be adjusted annually, commencing July 1, 2013, by mutual agreement of the City and LSI based upon then current County Customer data and Exhibit D attached hereto. The Reimbursement will be paid by means of a credit against the rates charged by LSI in the City under the LSI Agreement for such Rate Period

(c) Upon written notice to LSI and the City that the County wishes to adjust the rates charged to County Customers, LSI and the County agree to meet and confer to discuss amendments to this MOU setting forth the process for the County's adjusting rates for County Customers. Unless and until this MOU is amended to provide for such separate rate setting for County Customers, LSI shall continue to charge rates as set forth in Section 6.4(a).

7. Records and Reports.

7.1 LSI shall maintain all records and prepare all reports as required pursuant to the LSI Agreement. All such records and reports shall separately track information related to County Collection Service Zone No. 1. All reports LSI is required to submit to the City pursuant to the LSI Agreement shall also be submitted to the County at the following address:

Alameda County Community Development Agency
224 West Winton Ave, Room 110
Hayward, CA 94544
Attn: Community Development Director

7.2 To the same extent that the City may inspect the records of LSI pursuant to the LSI Agreement, the County may inspect LSI's records that relate to the services provided by LSI for County Collection Service Zone No. 1.

8. County Fees.

8.1 In consideration for the exclusive rights provided to LSI by the County, and in lieu of the fees payable to the City in accordance with Article 7 of the LSI Agreement, LSI shall pay to the County ten percent (10%) of the County Gross Rate Revenues collected by LSI for services provided pursuant to this MOU. Any increase in this County fee shall be reflected on a dollar-for-dollar basis through an increase in LSI's rates hereunder effective as of the date of such increase.

8.2 On or before the twentieth (20th) day of the each month during the term of this MOU, LSI shall remit to the County the fees due pursuant to Section 8.1. If the fees are not paid before the twentieth (20th) day any month, LSI shall pay in addition to the amount owed to County a late payment penalty in an amount equal to two percent (2%) of the amount owing for that month. LSI shall pay an additional two percent (2%) penalty owing on any unpaid balance for each following thirty (30) calendar days period the fees remain unpaid. Late payment penalty amounts shall not be reimbursed to LSI. The late payment penalty amounts are not intended as interest on debt, but rather are intended as a predetermined penalty for failure to meet an obligation under this MOU.

Each monthly remittance to the County shall be accompanied by a statement detailing County Gross Rate Revenues for the period covered from all operations conducted or permitted pursuant to this MOU. This monthly statement shall identify billed revenues and actual County Gross Rate Revenues received listed separately for Single-Family, Multi-Family, Commercial, and Drop Box/Compactor County Customers. In addition, LSI shall maintain copies of all Billing and collection records for five (5) years, following the expiration or earlier termination of this MOU, for inspection and verification by County at any reasonable time upon request.

9. Indemnity and Insurance.

9.1 LSI shall indemnify, defend, protect and hold harmless the County, its officers, employees, volunteers, and agents with respect to LSI's services under this MOU to the same extent that LSI indemnifies the City, its officers, employees, volunteers and agents pursuant to Article 9 of the LSI Agreement.

9.2 The County, its officials, employees and volunteers are to be covered as additional insureds with respect to LSI's services under this MOU to the same extent as the City, its officers, employees, volunteers and agents pursuant to Article 9 of the LSI Agreement.

10. Default and Remedies. The provisions in this Section 10 shall apply to LSI's services under this MOU in lieu of the provisions in Article 11 of the LSI Agreement.

10.1 LSI Events of Default. Each of the following shall constitute an event of default by LSI under this MOU:

(a) Any representation, warranty, or disclosure made to County by LSI in connection with or as an inducement to entering into this MOU or any future amendment to this MOU, 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, warranty, or disclosure appears as part of this MOU;

(b) There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of LSI, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to substantially impair LSI

ability to perform under this MOU and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(c) LSI files a voluntary petition for debt relief under any applicable bankruptcy, insolvency or other similar law;

(d) An involuntary petition is brought against LSI under any bankruptcy, insolvency, or similar law, which remains undismissed or unstayed for ninety (90) days;

(e) LSI fails to provide reasonable assurances of performance as required under Section 10.8 below;

(f) LSI fails to perform any other obligation established under this MOU;

(g) LSI fails to perform any obligation established under the LSI Agreement which impacts the services or relates to the services LSI is providing to County Customers.

10.2 LSI's Rights to Remedy Default.

LSI shall be given ten (10) calendar days from written notification by County to cure any event of default which, in the County's sole opinion, creates a potential public health and safety threat.

LSI shall be given ten (10) calendar days from written notification by County to cure any event of default arising under section 10.2(c)(d) or (e); provided, however, that the County shall not be obligated to provide LSI with a notice and cure opportunity if LSI has committed the same or similar default within a twenty-four (24) month period

LSI shall be given thirty (30) calendar days from written notification by County to cure any other event of default (which is not required to be cured within ten (10) calendar days); provided, however, that the County shall not be obligated to provide LSI with a notice and cure opportunity if LSI has committed the same or similar default within a twenty-four (24) month period.

10.3 County's Remedies in the Event of Default. The County has the following remedies in the event of LSI's default:

(a) Waiver of Default. The County may waive any event of default or may waive LSI's requirement to cure a default event if the County determines that such waiver would be in the best interest of the County. The County'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 LSI's Obligation. The County may suspend LSI's performance of its obligations if LSI fails to cure default in the time frame specified in Sections 10.2 and 10.3(d) until such time the LSI can provide assurance of performance in accordance with Section 10.8.

(c) Liquidated Damages. The County may assess Liquidated Damages for LSI's failure to meet specific performance standards pursuant to Section 10.6 and Exhibit C. Each of the County and the City will promptly notify the other of any Liquidated Damages assessed by that Party under this MOU or the LSI Agreement, as the case may be.

(d) Termination. In the event that LSI should default and subject to the right of LSI to cure, in the performance of any provisions of this MOU, and the default is not cured within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section

10.1(c)(d) or (e), or otherwise thirty (30) calendar days after receipt of written notice of default from the County, then the County may, at its option, terminate this MOU and/or hold a hearing at its Board of Supervisors meeting to determine whether this MOU should be terminated. In the event the County decides to terminate this MOU, the County shall serve twenty (20) calendar days' written notice of its intention to terminate upon LSI. In the event the County exercises its right to terminate this MOU, the County 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 the County upon a failure of LSI to perform its obligations under this MOU.

LSI shall not be entitled to any further revenues from Collection operations authorized hereunder and conducted 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 LSI shall furnish the County with a list of LSI's Customers and billing of accounts for Collection services subject to this MOU.

10.5 County's Remedies Cumulative; Specific Performance. The County's rights to terminate the MOU under Section 10.3 and to take possession of the LSI's records under Section 10.4 are not exclusive, and the County's termination of the MOU 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 the County may have.

By virtue of the nature of this MOU, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by County to LSI, the remedy of damages for a breach hereof by LSI is inadequate and County shall be entitled to injunctive relief (including but not limited to specific performance).

10.6 Liquidated Damages.

(a) General. The County and LSI find that as of the time of the execution of this MOU, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by County as a result of a breach by LSI of its obligations under this MOU. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) 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 MOU to individual members of the general public for whose benefit this MOU exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; and (iii) the termination of this MOU 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 County and LSI further acknowledge that consistent, reliable Collection services are of utmost importance to County and that County has considered and relied on LSI's representations as to its quality of service commitment in awarding the exclusive rights under this MOU. The County and LSI recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The County and LSI further recognize that if LSI fails to achieve the performance standards, or fails to submit required documents in a timely manner, County and its residents and businesses may suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages which County will suffer. Therefore, without prejudice to County'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 C of this MOU and

the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this MOU, including the relationship of the sums to the range of harm to County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

LSI agrees to pay the amounts set forth in the Schedule of Liquidated Damages, Exhibit C.

Before assessing Liquidated Damages, County shall give LSI notice of its intention to do so. Liquidated Damages will only be assessed after LSI has been given the opportunity but failed to rectify the damages as described in this MOU. The notice will include a brief description of the incident(s) and non-performance. The County may review (and make copies at its own expense) information in the possession of LSI relating to incident(s) and/or non-performance. County may, within ten (10) calendar days after issuing the notice, request a meeting with LSI. County may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. County will provide LSI with a written explanation of his or her determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 10.6. The decision of County shall be final and LSI shall not be subject to, or required to exhaust, any further administrative remedies.

(c) Amount. County may assess Liquidated Damages for each calendar day or event, as appropriate, that LSI is determined to be liable in accordance with this MOU in the amounts specified in Exhibit C.

(d) Timing of Payment. LSI shall pay any Liquidated Damages assessed by County within ten (10) calendar days of the date the Liquidated Damages are assessed.

10.7 Excuse from Performance.

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, war, civil insurrection, riots, labor unrest, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by LSI's employees or directed at LSI is not an excuse from performance. In the event of such labor unrest, LSI shall submit a written plan to the County within forty-eight (48) hours of the labor unrest describing LSI's plan to be obligated to continue to provide service notwithstanding the occurrence of any or all of such events explaining how Collection services shall be modified or adjusted in terms of Collection hours, Collection days, staffing, etc.

In the case of labor unrest or job action directed at a third party over whom LSI has no control, the inability of LSI to provide services in accordance with this MOU due to the unwillingness or failure of the third party to (i) provide reasonable assurance of the safety of LSI'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 LSI's cooperation in performing Collection services at different times and in different locations.

The Party claiming excuse from performance shall, within five (5) 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 LSI's services caused by one (1) or more of the events described in this Section shall not constitute an event of default by LSI under this MOU. Notwithstanding the foregoing, however, if LSI is excused from performing its obligations for any of the causes listed in this Section for a period of thirty (30) calendar days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this MOU by giving ten (10) calendar days' written notice to LSI, in which case the provisions of Section 10.3 shall apply.

10.8 Right to Demand Assurances of Performance.

The Parties acknowledge that it is of the utmost importance to the County and the health and safety of all those members of the public residing or doing business within the County who will be adversely affected by interrupted waste management service, that there be no material interruption in LSI's waste management services it provides to the County and its residents and businesses. If LSI (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 County 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 the County believes in good faith that LSI's ability to perform under this MOU has thereby been placed in substantial jeopardy, the County may, at its option and in addition to all other remedies it may have, demand from LSI reasonable assurances of timely and proper performance of this MOU, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under this MOU. If LSI fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by County, such failure or refusal shall be an event of default for purposes of Section 10.1.

11. Amendments

11.1 This MOU may be amended, modified or supplemented only by a writing signed by the City, the County, and LSI. If the County Board of Supervisors changes the boundaries of County Collection Service Zone No. 1, the Parties agree to meet to discuss whether this MOU shall be amended to reflect the new boundaries.

11.2 If the City and LSI amend the LSI Agreement in any manner that may impact the services provided by LSI in County Collection Service Zone No. 1, then the Parties agree to meet and confer for the purpose of amending this MOU consistent with the amendment to the LSI Agreement.

12. Miscellaneous

12.1 Authority. The City and the County agree that each has taken the appropriate steps necessary to authorize and approve this MOU. The City Council took action at its meeting on _____, and approved the terms and conditions of this MOU, and authorized execution of this final MOU. The County Board of Supervisors took action at its meeting on November 6, 2012, and approved the terms and conditions of this MOU and authorized execution of the final MOU. LSI agrees that it has the authority to enter into and perform its obligations under this MOU.

12.2 Assignment.

No Party shall assign its rights nor delegate or otherwise transfer its obligations under this MOU to any other Person without the prior written consent of the other Parties, which permission shall not be

unreasonably withheld. Any such assignment made without the consent of the other Parties shall be void and the attempted assignment shall constitute a material breach of this MOU.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of LSI's assets dedicated to service under this MOU to a third party; (ii) a sale, exchange or other transfer of ten (10) percent or more of the outstanding common stock of LSI; (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which LSI or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of LSI; and, (iv) any combination of the foregoing (whether or not in related, contemporaneous or sequential transactions) which has the effect of any such transfer or change of ownership and/or control of LSI. 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. Assignment may exclude a change in ownership of LSI's assets or stocks which occurs for interfamilial planning purposes only and does not involve a change in the management of the Agreement or services performed hereunder. Reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to LSI and regardless of which entity is the survivor, do not constitute an assignment; however, LSI shall provide the County with thirty (30) days written notification of its plans and provide an explanation of any potential impacts related to the provision of services under this Agreement.

If LSI requests the County's consideration of and consent to an assignment, the County may deny or approve such request in its sole discretion, the standard for the County's consent to any assignment shall be whether LSI (or, if applicable, a new entity succeeding to the rights, duties and obligations of LSI under this MOU), after the assignment, has sufficient financial and operational capability to adequately and faithfully render the services called for in this MOU for the remaining Term of this MOU. In no event shall the County's consent be unreasonably withheld, conditioned or delayed. LSI shall undertake to pay the County its reasonable expenses for attorneys' fees 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.

12.3 Notices. All notices and other communications under this MOU 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. Any Party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

If to County: Alameda County Community Development Agency
224 West Winton Ave, Room 110
Hayward, CA 94544
Attn: Community Development Director

With Copy to: Office of the County Counsel
County of Alameda
1221 Oak Street, Suite 450
Oakland, CA 94612

If to City: City of Livermore
City Clerk
1052 S. Livermore Ave.
Livermore, CA 94550

With a Copy to: City of Livermore
Public Works Department
3500 Robertson Park Road
Livermore, CA 94550
Attn: Judy Erlandson

If to LSI: Livermore Sanitation, Inc.
7000 National Drive
Livermore, CA 94550
Attn: Louis Pellegrini, President

With Copy to: Cohen & Ostler, APC
455 N. Whisman Road, Suite 100
Mountain View, CA 94043
Attn: David Cohen

12.4 Entire Agreement. This MOU, including all recitals, exhibits and schedules hereto and the LSI Agreement as modified hereby, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings, negotiations, representations, promises, memoranda and agreements, oral or written, by or between the Parties, with respect to the subject matter hereof. No representations, inducements, promises, or agreements have been made in connection with this MOU by any Party, or anyone acting on behalf of any Party, other than those expressly set forth in this MOU.

12.5 Binding on Successors. The provisions of this MOU shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

12.6 Waiver. No waiver of any provision of this MOU shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this MOU shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

12.7 Governing Law. This MOU is entered into in and shall be governed by and construed in accordance with the internal laws of the State of California.

12.8 Severability. If any term or provision of this MOU is ever determined to be invalid or unenforceable for any reason, such term or provision shall be severed from this MOU without affecting the validity or enforceability of the remainder of this MOU.

13. LSI Agreement Provisions That Do Not Apply. Notwithstanding any other provision in this MOU: (a) the City shall have no jurisdiction over LSI's services provided to County Customers; (b) the County shall have no jurisdiction over LSI's services provided to City Customers; (c) the County shall not have the right to direct changes in LSI's services to County Customers pursuant to Section 4.3 of the LSI Agreement (except with the consent of LSI and the City and in accordance with such Section 4.3); (d) LSI shall not be obligated to post a performance bond in favor of the County pursuant to Section 9.6 of the LSI Agreement; and (e) the County shall have no right to acquire, take possession of or use any equipment or other property used or useful in the Collection, Transporting, Processing and Disposing of Solid Waste, Recyclable Materials or Compostable Materials pursuant to Article 10 or Article 11 of the LSI Agreement.

IN WITNESS WHEREOF, this MOU has been approved by the Parties and is effective as of the Effective Date.

CITY OF LIVERMORE

COUNTY OF ALAMEDA

By: _____
Name: _____
Its: _____

By: _____
Date: _____

Date: _____

Attest: _____
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: Amara Morrison
Assistant City Attorney

Donna R. Ziegler County Counsel
by Name: _____
Deputy County Counsel

LIVERMORE SANITATION, INC.
A California Corporation

By: _____
Name: _____
Its: _____

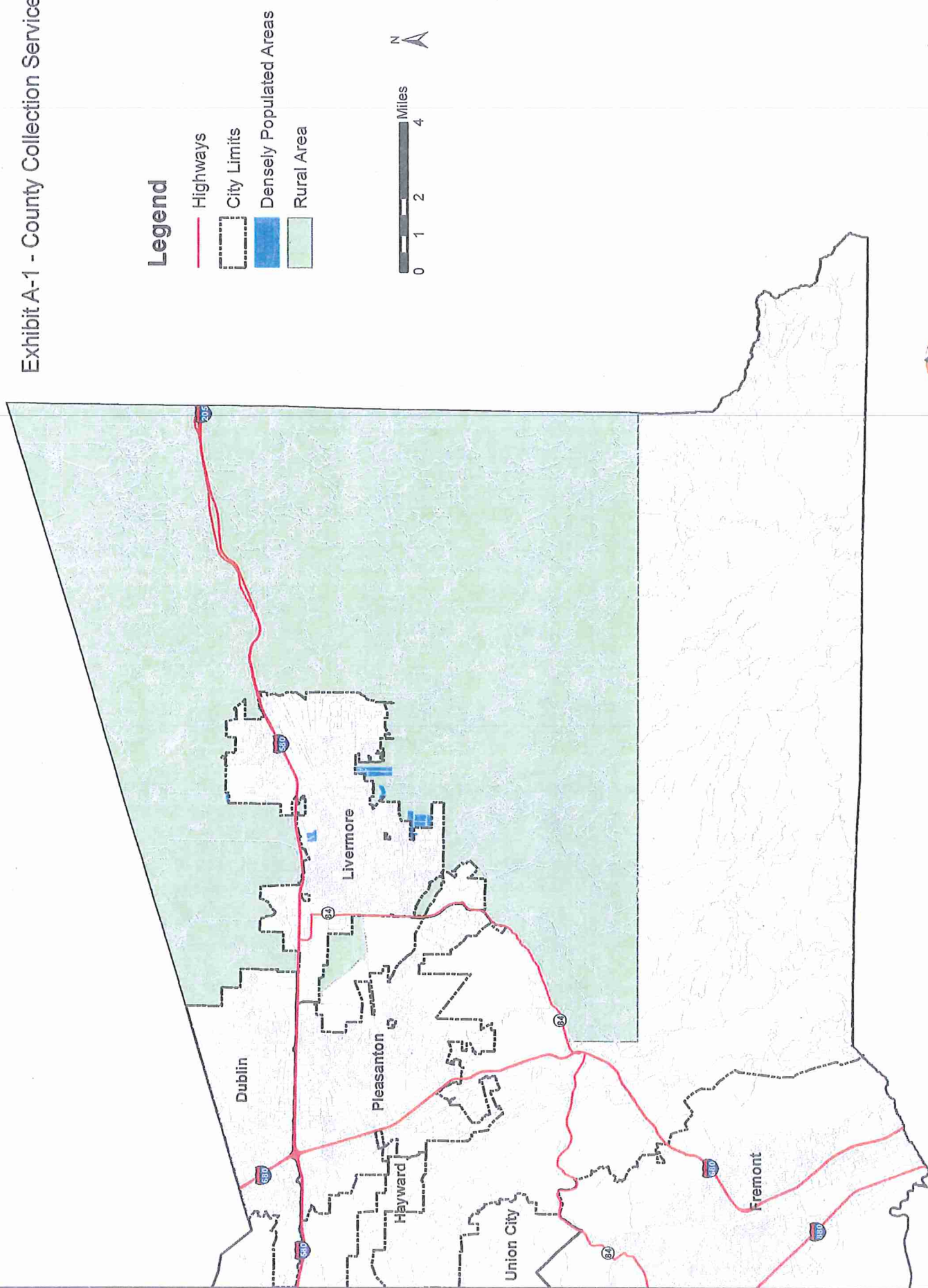
Date: _____

EXHIBIT A
MAPS OF COUNTY COLLECTION SERVICE ZONE 1
Densely Populated and Rural Areas

[See Attached]

Memorandum of Understanding Between the City of Livermore, Alameda County
and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-1 - County Collection Service Zone 1



Memorandum of Understanding Between the City of Livermore, Alameda County
and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-2 - Densely Populated Areas

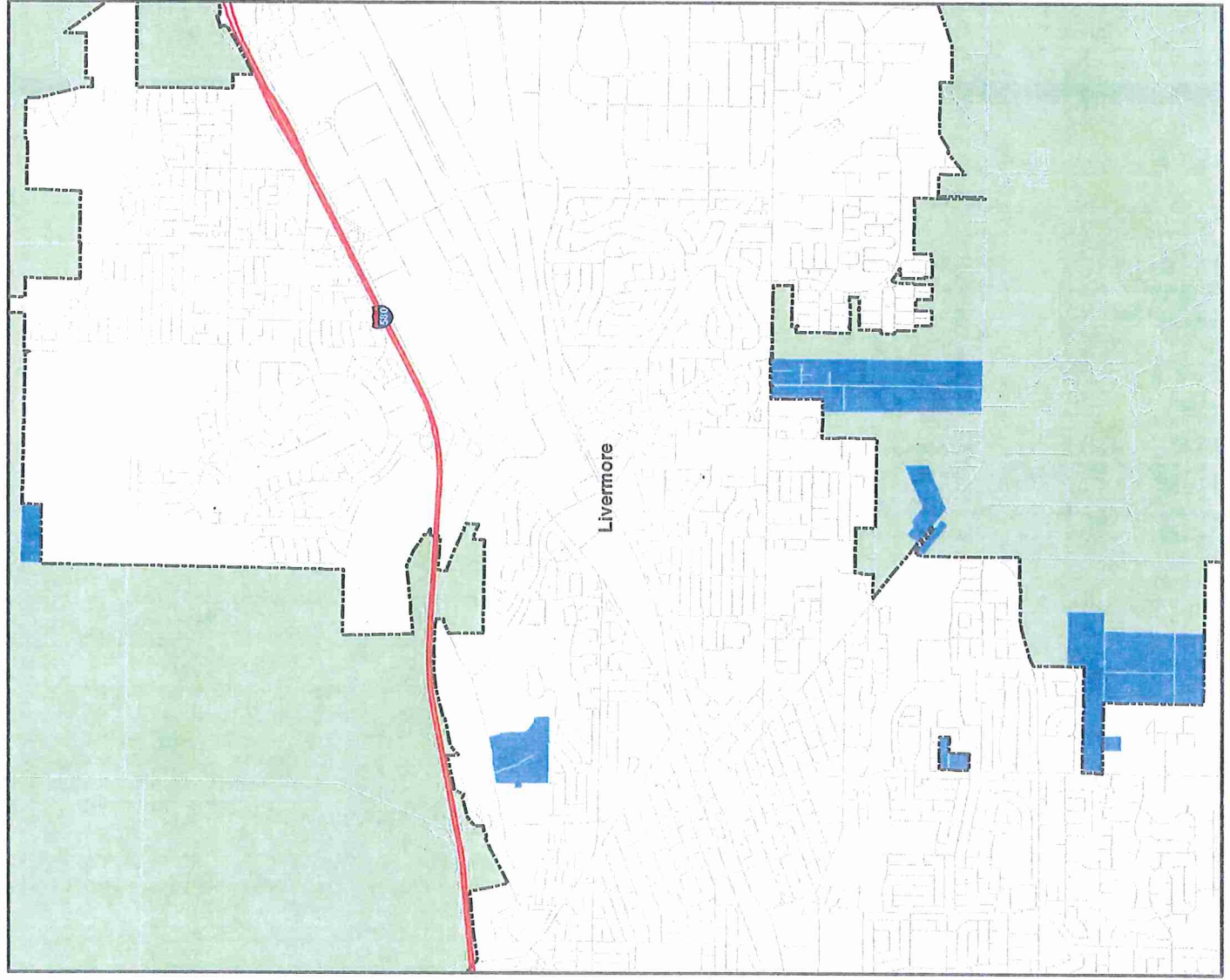


EXHIBIT B
RATE SCHEDULES FOR COUNTY COLLECTION SERVICE ZONE 1

[See Attached]

Alameda County Collection Zone No. 1

Densely Populated Area

Basic Service Menu for Residents of Single-Family Homes

(Rates valid from July 1, 2012 through June 30, 2013)

Basic Weekly Collection Service* – Billed Quarterly

Container Size	Curbside Quarterly Rate	Backyard or Sideyard Quarterly Rate**
20-gallon Solid Waste Cart*	\$50.28	\$69.66
32-gallon Solid Waste Cart*	\$80.88	\$127.68
64-gallon Solid Waste Cart*	\$160.02	\$259.32
96-gallon Solid Waste Cart*	\$258.63	\$415.02

* Rate is based on size of Garbage cart but includes one 96-gallon cart for Organics and one 96-gallon cart for Recyclables. Customers can request smaller cart sizes for organics and/or recyclables; however, the quarterly rate will be the same as listed above.

** Backyard/sideyard service is provided for no additional charge to residents with

disabilities; a form is required.

Rates for Bulky Items and E-Waste On-Call Pick-Up Service*

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones. VCRs. DVDs. and Camcorders.	\$25.76
Major Appliances	'Air Conditioners, Refrigerators, Freezers or any items containing oil, fuel or Freon.	\$128.82
Bulky Items	Gas & electric powered push style lawn mowers, and other large items: bathtubs, furniture, bicycles, used exercise equipment, beds, box springs, tires...etc. (Please contact us to verify additional items).	\$64.41 (per item)

* There is no charge for cell phones collected through the curbside program, or for e-waste/appliances collected through the Cleanup Program.

Miscellaneous Service

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)*	Per placement and removal of 4 cubic yard bin provided for occasional use.	\$165.48
	Per day for rental of 4 cubic yard bin in excess of 7 days.	\$32.45
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of garbage at the premises and leaving the empty handy hauler on the premises).	\$119.13
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year (not applicable in cases of theft or damage from regular use). If driver must return due to resident error, such as failure to place cart curbside before collection time, overfilled cart, incorrect cart placement, contaminated materials.	\$86.50
Trip Charge	Charge if customer requests a change in cart size more than once per year.	\$14.99
Cart Delivery/Pick-Up	Company supplied Kraft bag paid for in advance (contact us to order).	\$14.99
Organics Overage	Customer supplied Kraft Bag.	\$10.31
Organics Overage	Doing a special construction, demolition or landscaping project? Now you can order a debris box.	\$6.44
Special Construction/ Landscape		

* Handy Hauler service is recommended for residents who have already used or are not eligible to use the Cleanup Program.

Additional On-Call Pick-Up Service for Single-Family Garbage Cart

(Cost per Pick-Up)

	32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.25	\$24.21	\$39.26
Pick-Up Other than Regularly Scheduled Day	\$11.25	\$24.21	\$39.26

[Click Here to Get Rates](#)

Additional On-Call Pick-Up Service for Single-Family Recyclables Cart

(Cost per Pick-Up)

	32-gal	Container Size	64-gal	96-gal
--	--------	----------------	--------	--------

Pick-Up On Regularly Scheduled Day

Pick-Up Other than Regularly Scheduled Day

Additional On-Call Pick-Up Service for Single-Family Organics Cart

\$11.25 \$24.21 \$39.26
\$11.25 \$24.21 \$39.26

(Cost per Pick-Up)

	32-gal	Container Size	64-gal	96-gal
--	--------	----------------	--------	--------

Pick-Up On Regularly Scheduled Day

Pick-Up Other than Regularly Scheduled Day

[Basic Service Menu](#)

[Cleanup / Bulky Item Collection Program](#)

[Setout Tips / FAQs](#)

[Household Hazardous & E-Waste Programs](#)

[Forms](#)

[Publications & Resources](#)

\$11.25 \$24.21 \$39.26
\$11.25 \$24.21 \$39.26

Alameda County Collection Zone No. 1
Rural Area

Basic Service Menu for Residents of Single-Family Homes

(Rates valid from July 1, 2012 through June 30, 2013)

Basic Weekly Collection Service* – Billed Quarterly

Container Size	Curbside Quarterly Rate
20-gallon Solid Waste Cart	\$71.72
32-gallon Solid Waste Cart or 1 - 32 gallon Bag	\$89.04
64-gallon Solid Waste Cart or 2 - 32 gallon Bags	\$149.48
96-gallon Solid Waste Cart or 3 - 32 gallon Bags	\$234.23

Additional On-Call Pick-Up Service for Single-Family Garbage Cart
(Cost per Pick-Up)

Container Size	20-32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.25	\$24.21	\$39.26

Alameda County Collection Zone No. 1
Commerical Garbage

RATES FOR COMMERCIAL BIN CUSTOMERS

(Rates valid from July 1, 2012 through June 30, 2013)

Garbage Collection Service*
Billed Monthly

Loose Materials						
Bin Size	1	2	Pick-Ups per Week			
			3	4	5	6
1 cubic yard	\$116.72	\$238.11	\$364.16	\$494.89	\$630.29	\$786.65
2 cubic yard	\$233.43	\$476.21	\$743.74	\$1,010.73	\$1,287.25	\$1,606.13
3 cubic yard	\$350.16	\$729.44	\$1,115.62	\$1,547.72	\$1,971.15	\$2,409.18
4 cubic yard	\$466.88	\$972.59	\$1,518.52	\$2,063.62	\$2,628.20	\$3,277.88
5 cubic yard	\$595.95	\$1,241.09	\$1,898.15	\$2,632.23	\$3,252.37	\$4,179.38
6 cubic yard	\$715.14	\$1,489.31	\$2,277.77	\$3,158.68	\$4,022.84	\$5,015.26
7 cubic yard	\$834.33	\$1,737.54	\$2,711.70	\$3,685.13	\$4,787.30	\$5,965.27

Compacted Materials						
Bin Size	1	2	Pick-Ups per Week			
			3	4	5	6
1 cubic yard	\$233.45	\$476.22	\$728.32	\$989.78	\$1,260.58	\$1,573.30
2 cubic yard	\$466.87	\$952.42	\$1,487.48	\$2,021.47	\$2,574.49	\$3,212.26
3 cubic yard	\$700.32	\$1,458.89	\$2,231.24	\$3,095.44	\$3,942.30	\$4,818.36
4 cubic yard	\$933.76	\$1,945.18	\$3,037.03	\$4,127.24	\$5,256.40	\$6,555.75
5 cubic yard	\$1,191.89	\$2,482.18	\$3,796.30	\$5,264.46	\$6,704.75	\$8,358.77
6 cubic yard	\$1,430.29	\$2,978.63	\$4,555.54	\$6,317.36	\$8,045.68	\$10,030.52
7 cubic yard	\$1,668.66	\$3,475.07	\$5,423.40	\$7,370.26	\$9,574.60	\$11,930.54

Additional On-Call Pick-Up for Garbage Bin (Cost per Pick-Up)

Loose Materials						
	1 cu yd	2 cu yd	Container Size			
			3 cu yd	4 cu yd	5 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$29.83	\$59.65	\$89.49	\$119.28	\$178.93	\$238.57
Pick-Up Other than Regularly Scheduled Day	\$52.99	\$81.45	\$110.16	\$138.56	\$190.50	\$257.80

Compacted Materials						
	1 cu yd	2 cu yd	Container Size			
			3 cu yd	4 cu yd	5 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$59.66	\$119.29	\$178.99	\$238.56	\$357.85	\$477.12
Pick-Up Other than Regularly Scheduled Day	\$105.99	\$162.89	\$220.32	\$277.13	\$381.00	\$515.59

Miscellaneous Services

Services	Description of Services	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)		
	Per placement and removal of 4 cubic yard bin provided for occasional use.	\$165.48
	Per day for rental of 4 cubic yard bin in excess of 7 days	\$32.45
	Per pull and return of 4 cubic yard bin ("pull and return" refers to the emptying and leaving of handy hauler for repeat use on same premises)	\$119.13
Cart Replacement	Charge if Customer requires Cart replacement in excess of one replacement per year at no cost for damage or theft (not applicable in cases of theft or damage from regular use)	\$86.50
Trip Charge (for Bin)	If driver must return due to Customer error (such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$14.70
Trip Charge (for Carts)	If driver must return due to customer error (such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$14.99
Overage Charge - Garbage	Per cubic yard rate.	\$22.50
Overage Charge - Recyclables	Per cubic yard rate.	\$22.50
Overage Charge - Organics	Per cubic yard rate.	\$22.50
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded.	\$85.36
Lost Lock	Fee for replacing lost lock.	\$29.91
Steam Cleaning Bin	Charge per visit.	\$151.79
Steam Cleaning Cart	Charge per visit.	\$86.50

Alameda County Collection Zone No. 1
RATES FOR COMMERCIAL CART SERVICE CUSTOMERS

(Rates valid from July 1, 2012 through June 30, 2013)
Garbage Collection – Cart Service (Cost per month)

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Recycling Cart	\$32.77	\$66.86	\$102.26	\$138.96	\$176.99	\$216.31
64-gallon Recycling Cart	\$70.54	\$143.89	\$220.08	\$299.08	\$380.91	\$465.54
96-gallon Recycling Cart	\$114.43	\$233.43	\$357.02	\$485.19	\$617.92	\$755.23

Additional On-Call Pick-Up Service for Garbage Cart (Cost per Pick-Up)

Container Size		
32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.25	\$24.21
Pick-Up Other than Regularly Scheduled Day	\$11.25	\$24.21

**Recyclables Collection Rates for Carts
(Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Recycling Cart	\$9.83	\$20.06	\$30.68	\$41.69	\$53.10	\$64.89
64-gallon Recycling Cart	\$21.16	\$43.17	\$66.02	\$89.72	\$114.27	\$139.66
96-gallon Recycling Cart	\$34.33	\$70.03	\$107.11	\$145.56	\$185.38	\$226.57

Additional On-Call Pick-Up Service for Recyclables Cart (Cost per Pick-Up)

Container Size		
32-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$11.25	\$24.21
Pick-Up Other than Regularly Scheduled Day	\$11.25	\$24.21

Organics Collection Rates for Carts
(Cost per Month)

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Organics Cart	\$16.39	\$33.43	\$51.13	\$69.48	\$88.49	\$108.16
64-gallon Organics Cart	\$35.27	\$71.95	\$110.04	\$149.54	\$190.45	\$232.77
96-gallon Organics Cart	\$57.22	\$116.72	\$178.51	\$242.59	\$308.96	\$377.62

Alameda County Collection Zone No. 1
Commerical Recycling Bins

Recycling Collection Rates
Billed Monthly

(Rates valid from July 1, 2012 through June 30, 2013)

Recyclables Rates - Bin Service (Cost per Month per Bin)

Bin Size	Loose Materials					
	1	2	3	4	5	6
1 cubic yard	\$35.02	\$71.43	\$109.25	\$148.47	\$189.09	\$236.00
2 cubic yard	\$70.03	\$142.86	\$218.12	\$297.35	\$376.58	\$461.84
3 cubic yard	\$105.05	\$218.83	\$327.19	\$436.02	\$544.86	\$653.69
4 cubic yard	\$140.06	\$291.78	\$436.02	\$581.35	\$726.98	\$872.61
5 cubic yard	\$178.78	\$372.33	\$558.50	\$737.67	\$918.84	\$1,100.01
6 cubic yard	\$214.54	\$446.79	\$669.19	\$891.58	\$1,112.98	\$1,335.37
7 cubic yard	\$250.30	\$521.26	\$781.89	\$1,042.52	\$1,303.15	\$1,563.78

Bin Size	Compacted Materials					
	1	2	3	4	5	6
1 cubic yard	\$70.03	\$142.87	\$214.30	\$285.73	\$357.16	\$428.59
2 cubic yard	\$140.06	\$285.73	\$428.59	\$571.46	\$714.32	\$857.19
3 cubic yard	\$210.10	\$428.59	\$642.88	\$857.19	\$1,071.46	\$1,285.73
4 cubic yard	\$280.13	\$571.46	\$857.19	\$1,142.87	\$1,428.59	\$1,714.32
5 cubic yard	\$350.17	\$714.32	\$1,071.46	\$1,428.59	\$1,785.73	\$2,142.87
6 cubic yard	\$420.20	\$857.19	\$1,285.73	\$1,714.32	\$2,142.87	\$2,500.00
7 cubic yard	\$490.23	\$1,000.00	\$1,428.59	\$1,857.14	\$2,285.71	\$2,642.86

Additional On-Call Pick-Up for Recyclables Bin (Cost per Pick-Up)

	Loose Materials					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$29.83	\$59.65	\$89.48	\$119.28	\$178.93	\$208.74
Pick-Up Other than Regularly Scheduled Day	\$52.99	\$81.45	\$110.16	\$138.56	\$190.50	\$224.15

	Compacted Materials					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$59.66	\$119.29	\$178.99	\$238.56	\$357.85	\$417.49
Pick-Up Other than Regularly Scheduled Day						\$477

Alameda County Collection Zone No. 1

Commercial Organic Bins

Recycling Collection Rates
Billed Monthly

(Rates valid from July 1, 2012 through June 30, 2013)
Organics – Bin Service (Cost per Month per Bin)

Bin Size	Loose Materials					
	1	2	3	4	5	6
1 cubic yard	\$58.36	\$119.06	\$182.08	\$247.44	\$315.15	\$393.13
2 cubic yard	\$116.72	\$238.10	\$371.87	\$505.37	\$643.62	\$803.06
3 cubic yard	\$175.08	\$356.72	\$557.81	\$773.86	\$985.58	\$1,204.59
4 cubic yard	\$233.44	\$466.30	\$759.26	\$1,031.81	\$1,314.10	\$1,638.94
5 cubic yard	\$297.97	\$620.55	\$949.07	\$1,316.12	\$1,676.19	\$2,089.69
6 cubic yard	\$357.57	\$744.66	\$1,138.88	\$1,579.34	\$2,011.42	\$2,507.63

Bin Size	Compacted Materials					
	1	2	3	4	5	6
1 cubic yard	\$116.72	\$238.11	\$364.14	\$494.89	\$630.29	\$786.65
2 cubic yard	\$233.43	\$476.21	\$743.74	\$1,010.73	\$1,287.25	\$1,606.13
3 cubic yard	\$350.16	\$729.44	\$1,115.62	\$1,547.72	\$1,971.15	\$2,409.18
4 cubic yard	\$466.88	\$972.59	\$1,518.52	\$2,063.62	\$2,628.20	\$3,277.88
5 cubic yard	\$595.95	\$1,241.09	\$1,898.15	\$2,632.23	\$3,352.37	\$4,179.39
6 cubic yard	\$715.14	\$1,489.31	\$2,277.77	\$3,158.68	\$4,022.84	\$5,015.26

Additional On-Call Pick-Up for Organics Bin (Cost per Pick-Up)

	Loose Materials						
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$29.83	\$59.65	\$89.49	\$119.28	\$178.93	\$208.74	\$238.57
Pick-Up Other than Regularly Scheduled Day	\$29.99	\$61.45	\$110.16	\$138.56	\$190.50	\$224.15	\$257.80

	Compacted Materials						
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	7 cu yd
Pick-Up On Regularly Scheduled Day	\$59.66	\$119.29	\$178.99	\$238.56	\$357.85	\$417.49	\$477.12
Pick-Up Other than Regularly Scheduled Day	\$105.99	\$162.89	\$220.32	\$277.13	\$381.00	\$448.30	\$515.59

DEBRIS BOX AND COMPACTOR RATES

(Rates valid from July 1, 2012 through June 30, 2013)

Per-Pull Charges and Disposal/Processing Rates

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below. Per ton charges will be calculated after materials are collected.

Material Type	Drop Box Size	Charge	Disposal & Processing Rates
Garbage	15	\$364.24	\$35.26
	20	\$485.73	\$35.26
	30	\$728.59	\$35.26
Compacted Garbage	40	\$971.46	\$35.26
	12	\$874.31	\$35.26
	15	\$1,092.89	\$35.26
	16	\$1,165.75	\$35.26
	20	\$1,457.19	\$35.26
	24	\$1,748.62	\$35.26
	25	\$1,821.48	\$35.26
	30	\$2,185.78	\$35.26

Dirt	40	\$2,914.37	\$35.26
Concrete	6	\$218.58	\$26.00
Brick	6	\$218.58	\$13.00
	6	\$218.58	\$34.00

Construction & Demolition Materials Debris Box Rates

	15	\$364.24	\$74.00
	20	\$485.73	\$74.00
	30	\$728.59	\$74.00

Metal

	40	\$971.46	\$74.00
	15	\$364.24	\$74.00

	20	\$485.73	\$74.00
--	----	----------	---------

	30	\$728.59	\$74.00
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Wood

	40	\$971.46	\$74.00
	15	\$364.24	\$58.00

	20	\$485.73	\$58.00
--	----	----------	---------

	30	\$728.59	\$58.00
--	----	----------	---------

Organics

	40	\$971.46	\$58.00
	15	\$364.24	\$55.00

	20	\$485.73	\$55.00
--	----	----------	---------

	30	\$728.59	\$55.00
--	----	----------	---------

	40	\$971.46	\$55.00
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Material Type	Drop Box Size	Charge	Disposal & Processing Rates
Compacted Organics	12	\$773.73	\$55.00
	15	\$967.16	\$55.00
	16	\$1,031.64	\$55.00
	20	\$1,289.55	\$55.00
	24	\$1,547.45	\$55.00
	25	\$1,611.93	\$55.00
Recyclables	30	\$1,934.32	\$55.00
	40	\$2,579.09	\$55.00
	15	\$364.24 n/a	
	20	\$485.73 n/a	
Compacted Recyclables	30	\$728.59 n/a	
	40	\$971.46 n/a	
	12	\$874.31 n/a	
	15	\$1,092.89 n/a	
	16	\$1,165.75 n/a	
	20	\$1,457.19 n/a	

24	\$1,748.62	n/a
25	\$1,821.48	n/a
30	\$2,185.78	n/a
40	\$2,914.37	n/a

Rates for Miscellaneous Service for Debris Boxes and Compactor Boxes

Services	Description of Services	Rate per Occurrence
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Cancellation Service

All box sizes	\$119.51
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Demurrage Charge

Rate for rental of Drop Box or Compactor in excess of 7 days

All box sizes	\$4.77
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Placement Charge

All box sizes	\$64.50
---------------	---------

White Good (Large Appliances)

Per Item	\$68.00
----------	---------

Mattress

Per Item	\$58.00
----------	---------

Special Landfill Handling Fee

Certificate Of Destruction

Relocation Fee

All box

sizes

All box

sizes

All box

sizes

\$300.00

\$300.00

\$96.28

EXHIBIT C
SCHEDULE FOR PERFORMANCE ADJUSTMENTS
LIQUIDATED DAMAGES FOR FAILURE TO MEET STANDARDS

LSI may be assessed Liquidated Damages in the event LSI fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the MOU with regards to the time frame for accomplishing each event and nature of the responsibility associated with the event unless otherwise stated in this Exhibit. Refer to Section 10.6 of the MOU for procedures for assessing Liquidated Damages.

Collection Reliability		
1.	For failure to maintain the collection schedule for a portion of a route or entire route on the scheduled day (unless non-collection was warranted pursuant to this MOU.)	\$25.00/ container
2.	For each failure over fifteen (15) annually to collect Solid Waste, which has been properly set out for collection from an established service recipient account on the scheduled collection day.	\$150.00
3.	For each failure to collect missed collections within 24 hours of receipt of the Complaint:	\$300.00
4.	For each failure to collect Solid Waste, Recyclable Materials or Compostable Materials which has been properly set out for collection, from the same service recipient on two (2) consecutive scheduled pick ups.	\$150.00
5.	For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste per Section 5.11 of the LSI Agreement.	\$500.00
6.	For each failure over five (5) annually to commence service to a new County Customer within seven (7) calendar days after order received and account number established or failure to deliver a different Container size to a County Customer within seven (7) Business Days of request or failure to deliver kitchen pail, Multi-family personal Recycling bins, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5 of the LSI Agreement, as may be applicable per this MOU.	\$150.00
7.	For each failure over five (5) annually to deliver kitchen pails, Multi-family reusable Recycling bags for tenants, Commercial Recycling or Compostable bins for internal use within the timeframe required by Article 5, as may be applicable per this MOU.	\$150.00
Collection Quality		
8.	For each occurrence over five (5) annually of unreasonable leaking or Unacceptable Spillage of Solid Waste, Recyclable Materials, or Compostable Materials and failure to pick up or clean up such material immediately:	\$300.00
9.	For each occurrence over twelve (12) annually of failure to replace containers in original position, upright, with lids attached to or on Carts or Bins:	\$150.00

10.	For each failure over twenty-four (24) annually of not closing gate, crossing planted areas or other damage to private property	\$300.00
11.	For each occurrence over five (5) annually of collecting Solid Waste, Recyclable Materials, and Compostable Materials during unauthorized hours.	\$300.00
12.	For each occurrence over twelve (12) of excessive noise.	\$300.00
13.	For each failure over twelve (12) annually of not tagging containers which are left:	\$150.00
14.	For each occurrence over five (5) annually of damage to property that is not repaired in 30 days.	\$250.00
15.	For each occurrence of mixing Recyclable Materials, Solid Waste, and Compostable Materials during Collection.	\$150.00
16.	Failure to deliver materials to Approved Disposal Site, Approved Recyclables Processing Site, or Approved Composting Site (depending on the type of material)	\$150.00/ton
Customer Responsiveness		
17.	For each occurrence of unreasonably discourteous behavior	\$500.00
18.	For each failure to respond to and initiate a remedy to a complaint from a County Customer within eight (8) working hours after notification by the County.	\$300
19.	For each failure to answer the telephone or answering machine from a County Customer during the hours specified in Section 6.9.4 of the LSI Agreement	\$300
20.	For each failure to respond to service requests/calls from a County Customer within 24 hours as specified in Section 6.9.4 of the LSI Agreement	\$300
21.	For each failure to return calls from County Customers received during non-business hours no later than 5:00 p.m. of the following Business Day	\$300
22.	For each occurrence over five (5) annually for complaints from County Customers regarding waiting on hold for more than two (2) minutes as specified in Section 6.9 of the LSI Agreement.	\$150
Reporting and Performance Adjustments*		
23.	For each day that a Monthly Report to the County is late.	\$100.00/day
24.	For each day that a Quarterly Report to the County is late.	\$200.00/day
25.	For each day a Semi-Annual Report to the County is late.	\$300.00/day
26.	For each day an Annual Report to the County is late:	\$300.00/day

Public Education		
27.	Failure to prepare and distribute the service information brochure to County Customers as required by Section 5.2(a) of this MOU	\$150.00/day
28.	Failure to provide annual notification to County Multi-Family and Commercial Customers as required by Section 5.2(b) of this MOU	\$300.00/day.
29.	Failure to provide the County a reasonable opportunity to review and comment on public education materials, as required by Section 5.2(c) of this MOU.	\$150.00/day
Miscellaneous		
30.	Failure to perform any of the obligations set forth in this MOU not specifically stated above and not corrected or proceeding in good faith to correct within twenty-four (24) hours upon twenty-four (24) hour Notification by County.	\$150.00/day

* Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily Performance Adjustment shall be as indicated in the Reporting and Performance Adjustment section above.

In placing Designee's initials at the places provided, LSI and the County each specifically confirm the accuracy of the statements made above and the fact that both LSI and the County have had ample opportunity to consult with legal counsel and obtain an explanation of the Liquidated Damage provisions at the time that the MOU was made.

LSI

County

Initial here: _____

Initial here: _____

EXHIBIT D

**CREDIT CALCULATION FOR ALLOCATION OF O/H AND DEPRECIATION TO
COUNTY OF ALAMEDA**

[See Attached]

Summary

Livermore Sanitation, Inc Allocation of O/H and Depreciation to County of Alameda Credits Summary

Summary	
Reallocation	
From General and Administrative (6D)	\$ 23,920.00
From Vehicle Maintenance (6D)	\$ 7,100.53
From Container Maintenance (6D)	\$ 1,128.06
Frontloader Depreciation Credit	\$ 8,209.75
Residential Depreciation Credit	\$ 5,833.34
Total Credits	\$ 46,191.67

Credits to be applied to annual rate Application as line item credits and index per Exhibit I in Index Year
For Cost Based rate Adjustment years
the attached allocations table (Customer Counts) shall be applied to determine allocation of line item costs for G&A,
Vehicle Maintenance and Container Maintenance
Frontloader Depreciation Credit for use of Frontloader Equipment shall be based upon
Frontloader depreciation allocation which is determined by frontloader lifts


Residential Depreciation Credit for use of Residential Equipment shall be based upon
Residential depreciation allocation which is determined by Residential Customer Count

[illegible]

Total Frontloader Depreciation			\$ 228,767.44
Lifts Franchise	257,048	96.41%	\$ 220,557.70
Lifts County	9,568	3.59%	\$ 8,209.75
Total Lifts	266,616		\$ 228,767.44

Total Residential Depreciation Depreciation			\$ 664,390.56
Franchise Customers	72,366	99.12%	\$ 658,557.22
County residential Customers	641	0.88%	\$ 5,833.34
Total Lifts	73,007		\$ 664,390.56

Approved as to form:
Donna R. Ziegler, County Counsel

By: 
William M. Fleishhacker
Deputy County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA**

RESOLUTION NO. R- 2012-

**RESOLUTION ESTABLISHING COUNTY COLLECTION SERVICE ZONE NO. 1 IN
ACCORDANCE WITH CHAPTER 6.40 OF TITLE 6 OF THE COUNTY GENERAL
ORDINANCE CODE**

WHEREAS, the County of Alameda desires to improve solid waste and recycling service to unincorporated residents and businesses in the vicinity of the City of Livermore to respond to numerous complaints from unincorporated residents about the inconsistency of collection services provided and fees charged in the unincorporated area; and

WHEREAS, Chapter 6.40 of Title 6 of the County General Ordinance Code gives the Board of Supervisors the authority to establish County Collection Service Zones and to grant exclusive rights to solid waste haulers for the collection of solid waste, compostable materials and recyclable materials within such zones; and

WHEREAS, granting exclusive rights for the collection of solid waste, compostable materials and recyclable materials to Livermore Sanitation, Inc. would facilitate improved solid waste and recycling service to the unincorporated Livermore area; and

WHEREAS, the establishment of a County Collection Service Zone in the unincorporated area around the City of Livermore is necessary to facilitate the granting of exclusive rights to Livermore Sanitation, Inc; and

WHEREAS, the boundaries of the territory proposed to be included in County Collection Zone No. 1 are as set forth in Exhibit A; and

WHEREAS, County Collection Service Zone No. 1 will be comprised of two geographic areas: the Densely-Populated Area adjacent to the city boundary and the Rural Area further away from the city boundary; and

WHEREAS, the street addresses of the properties included in the designated Densely Populated Area are listed in Exhibit B;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors does hereby establish County Collection Service Zone No. 1, as set forth and described in Exhibit A, attached hereto and by this reference incorporated herein.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 6th day of November, 2012 to wit:

AYES:

NOES:

EXCUSED:

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy

File: _____
Agenda No: _____
Document No: R-2012-_____



I certify that the foregoing is a correct
copy of a Resolution adopted by the
Board of Supervisors, Alameda County,
State of California

ATTEST:

Clerk of the Board of Supervisors

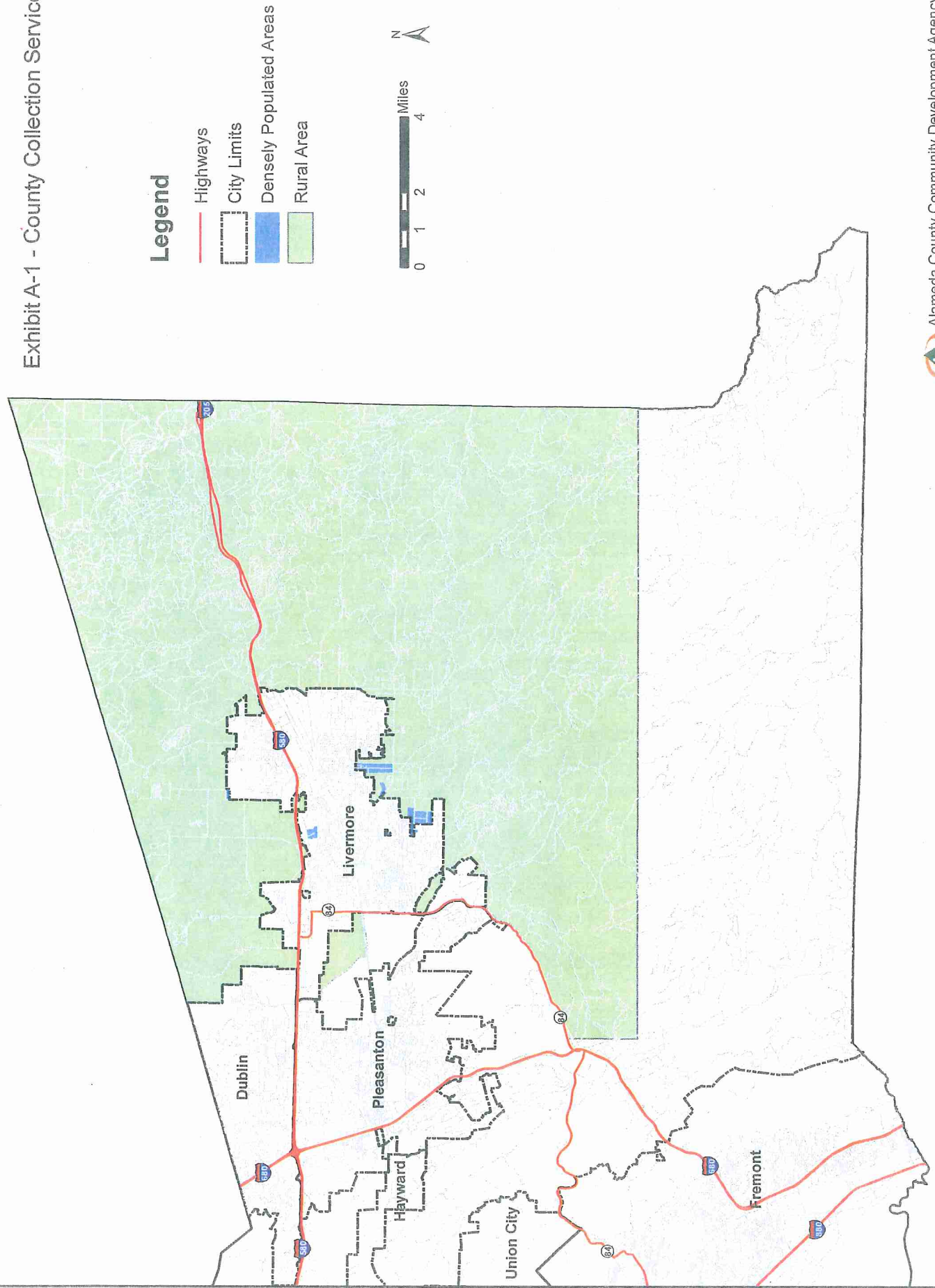
By: _____

Exhibit A
County Collection Service Zone No. 1

(See attached)

Memorandum of Understanding Between the City of Livermore, Alameda County and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-1 - County Collection Service Zone 1



Memorandum of Understanding Between the City of Livermore, Alameda County
and Livermore Sanitation, Inc. Regarding Solid Waste and Recycling Services

Exhibit A-2 - Densely Populated Areas

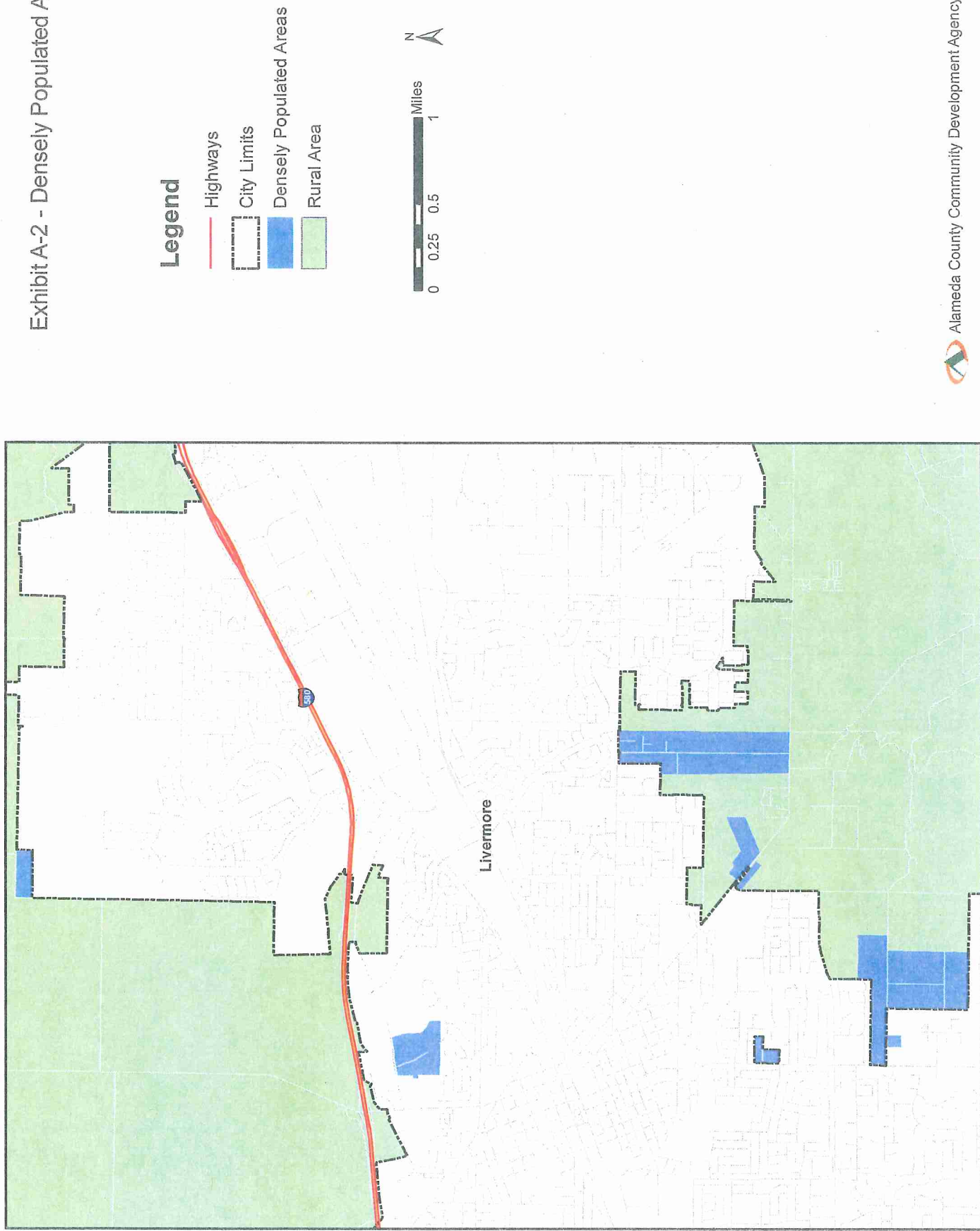
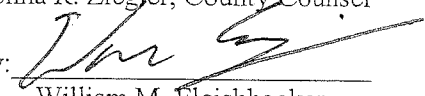


Exhibit B
List of Street Addresses within the Densely-Populated Area

1620 Arroyo Rd	2272 Buena Vista Ave	3364 Marina Ave
1434 Buena Vista Ave	2288 Buena Vista Ave	3374 Marina Ave
1442 Buena Vista Ave	2360 Buena Vista Ave	3384 Marina Ave
1450 Buena Vista Ave	2368 Buena Vista Ave	2020 Pleasant View Ln
1473 Buena Vista Ave	2383 Buena Vista Ave	2100 Pleasant View Ln
1474 Buena Vista Ave	2440 Buena Vista Ave	2143 Pleasant View Ln
1522 Buena Vista Ave	2476 Buena Vista Ave	2242 Pleasant View Ln
1551 Buena Vista Ave	2512 Buena Vista Ave	2280 Pleasant View Ln
1565 Buena Vista Ave	2552 Buena Vista Ave	2350 Pleasant View Ln
1578 Buena Vista Ave	2600 Buena Vista Ave	2418 Pleasant View Ln
1601 Buena Vista Ave	2694 Edwards Ln	2486 Pleasant View Ln
1630 Buena Vista Ave	2926 Edwards Ln	2600 Reed Ave
1651 Buena Vista Ave	2089 N Livermore Ave	2601 Reed Ave
1656 Buena Vista Ave	2250 N Livermore Ave	2622 Reed Ave
1732 Buena Vista Ave	2268 N Livermore Ave	2799 Reed Ave
1740 Buena Vista Ave	2294 N Livermore Ave	2830 Reed Ave
1746 Buena Vista Ave	2300 N Livermore Ave	2839 Reed Ave
1755 Buena Vista Ave	1880 S Livermore Ave	2940 Reed Ave
1762 Buena Vista Ave	1890 S Livermore Ave	3052 Reed Ave
1763 Buena Vista Ave	1960 S Livermore Ave	
1780 Buena Vista Ave	1960 S Livermore Ave	
1826 Buena Vista Ave	1969 S Livermore Ave	
1888 Buena Vista Ave	2060 S Livermore Ave	
1900 Buena Vista Ave	2100 Marina Ave	
1901 Buena Vista Ave	2200 Marina Ave	
1912 Buena Vista Ave	2251 Marina Ave	
1969 Buena Vista Ave	2268 Marina Ave	
1970 Buena Vista Ave	2364 Marina Ave	
1972 Buena Vista Ave	2390 Marina Ave	
2027 Buena Vista Ave	2416 Marina Ave	
2052 Buena Vista Ave	2466 Marina Ave	
2067 Buena Vista Ave	2480 Marina Ave	
2075 Buena Vista Ave	2520 Marina Ave	
2080 Buena Vista Ave	2560 Marina Ave	
2086 Buena Vista Ave	2565 Marina Ave	
2098 Buena Vista Ave	2596 Marina Ave	
2112 Buena Vista Ave	2634 Marina Ave	
2130 Buena Vista Ave	2645 Marina Ave	
2137 Buena Vista Ave	2680 Marina Ave	
2164 Buena Vista Ave	2720 Marina Ave	
2169 Buena Vista Ave	2750 Marina Ave	
2182 Buena Vista Ave	2827 Marina Ave	
2187 Buena Vista Ave	2949 Marina Ave	
2211 Buena Vista Ave	2980 Marina Ave	
2230 Buena Vista Ave	3053 Marina Ave	
2243 Buena Vista Ave	3130 Marina Ave	
2244 Buena Vista Ave	3150 Marina Ave	
2249 Buena Vista Ave	3246 Marina Ave	
2252 Buena Vista Ave		
2262 Buena Vista Ave		

Approved as to form:
Donna R. Ziegler, County Counsel

By: 
William M. Fleishhacker
Deputy County Counsel

**THE BOARD OF SUPERVISORS OF THE COUNTY OF ALAMEDA,
STATE OF CALIFORNIA**

RESOLUTION NO. R- 2012-

**RESOLUTION GRANTING LIVERMORE SANITATION, INC. EXCLUSIVE RIGHTS TO
PROVIDE SOLID WASTE AND RECYCLING SERVICES WITHIN COUNTY COLLECTION
SERVICE ZONE NO. 1 AND APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LIVERMORE, LIVERMORE SANITATION, INC., AND THE
COUNTY**

WHEREAS, the County of Alameda desires to improve solid waste and recycling service to unincorporated residents and businesses in the vicinity of the City of Livermore to respond to numerous complaints from unincorporated residents about the inconsistency of collection services provided and fees charged in the unincorporated area; and

WHEREAS, the County of Alameda is in support of the county-wide 75% solid waste diversion goal contained in the Waste Reduction and Recycling Initiative Charter Amendment (Measure D), adopted by the voters in November 1990; and

WHEREAS, improving solid waste and recycling service to the unincorporated area would benefit County residents and further the County's efforts to reach the diversion goal in Measure D; and

WHEREAS, Livermore Sanitation, Inc. (LSI) provides exclusive solid waste and recycling services to the City of Livermore pursuant to a Franchise Agreement with the City; and

WHEREAS, in order to facilitate improved solid waste and recycling services, the County desires to have LSI provide exclusive collection services to the unincorporated Livermore area similar to those services provided within the corporate limits of the City of Livermore; and

WHEREAS, Chapter 6.40 of Title 6 of the County General Ordinance Code gives the Board of Supervisors the authority to establish County Collection Service Zones and to grant exclusive rights to solid waste haulers for the collection of solid waste, compostable materials and recyclable materials within such zones; and

WHEREAS, County Collection Service Zone No. 1 was established by Resolution No. 2012 - ___, approved by the Board of Supervisors on November 6, 2012; and

WHEREAS, the County desires to grant exclusive rights to LSI to provide collection services within County Collection Service Zone No. 1, and desires to have the specific scope, nature and requirements of the provision of such services to be as set forth in a Memorandum of Understanding entered into by and between the County, LSI, and the City of Livermore.

NOW, THEREFORE, BE IT RESOLVED that pursuant to Section 6.40.290 of the County General Ordinance Code, and subject to the exception provided in Section 6.40.300, the Board of Supervisors does hereby grant Livermore Sanitation, Inc. exclusive rights to provide services for the collection of solid waste, compostable materials, and recyclable materials within County Collection Service Zone No. 1; and

BE IT FURTHER RESOLVED that the specific scope, nature, and requirements of the provision of such services shall be as provided in the Memorandum of Understanding between the City of Livermore, Livermore Sanitation, Inc., and the County of Alameda, which is hereby approved by the Board of Supervisors, and which is attached hereto as Exhibit A.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 6th day of November, 2012 to wit:

AYES:

NOES:

EXCUSED:

PRESIDENT, BOARD OF SUPERVISORS

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy

File: _____

Agenda No: _____

Document No: R-2012-_____



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk of the Board of Supervisors

By: _____