

**CONSULTANT AGREEMENT BETWEEN THE CITY OF SANTA ANA AND  
GREEN HALO SYSTEMS FOR WASTE RECOVERY AND  
RECYCLING TRACKING SOFTWARE**

THIS AGREEMENT is made and entered into on this 21<sup>st</sup> day of May, 2024 by and between Green Halo Systems (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

**RECITALS**

- A. The City desires to retain a consultant having special skill and knowledge to provide waste recovery and recycling tracking software.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Exhibit A**, attached hereto and incorporated by reference.

**2. COMPENSATION**

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Exhibit A**. The total amount to be expended during the term of this Agreement is \$79,872, plus a contingency amount of \$20,000, for a total not to exceed amount of \$99,872.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City’s standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant’s account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

### **3. TERM**

This Agreement shall commence on June 1, 2024 for a six (6) year term, unless terminated earlier in accordance with Section 15, below.

### **4. INDEPENDENT CONTRACTOR**

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

### **5. OWNERSHIP OF MATERIALS**

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

### **6. INSURANCE**

Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, and damages to property (including computer equipment), theft, or other misuse of City's data, infringement of intellectual property, invasion of privacy and breach of data, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

## MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Cyber Liability:** Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

### Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Consultant's CGL, AL and E&O policies, with respect to any liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, equipment, and personnel furnished in connection with such work or operations.
2. Consultant's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of any policy which arise from work performed by Consultant under this Agreement.
3. For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City.

Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.

6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Christy Kindig, Enterprise Program Manager, 20 Civic Center Plaza M-21, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

#### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to City.

#### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Consultant must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

#### **Verification of Coverage**

Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive Consultant’s obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

#### **Special Risks or Circumstances**

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **Failure to Maintain Insurance Coverage**

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach

of Agreement. City, at its sole option, may terminate this Agreement at any time and obtain damages from Consultant resulting from said breach.

## **7. INDEMNIFICATION**

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

## **8. INTELLECTUAL PROPERTY INDEMNIFICATION**

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

## **9. RECORDS**

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

## **10. CONFIDENTIALITY**

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

## **11. CONFLICT OF INTEREST CLAUSE**

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## **12. NON-DISCRIMINATION**

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## **13. EXCLUSIVITY AND AMENDMENT**

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

#### **14. ASSIGNMENT**

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

#### **15. TERMINATION**

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

#### **16. WAIVER**

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

#### **17. JURISDICTION - VENUE**

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

#### **18. PROFESSIONAL LICENSES**

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and

in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

## **19. NOTICE**

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
P.O. Box 1988  
Santa Ana, California 92702

To Contractor:

Green Halo Systems, Inc Attn: Legal Counsel 2431 Zanker Road San Jose, CA 95131
--

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.



**20. MISCELLANEOUS PROVISIONS**

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**ATTEST:**

**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer L. Hall  
City Clerk

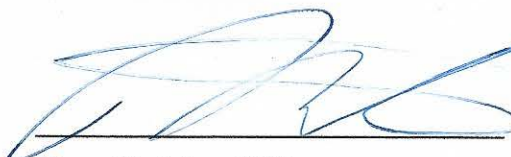
\_\_\_\_\_  
Alvaro Nuñez  
Acting City Manager

**APPROVED AS TO FORM:**

SONIA R. CARVALHO  
City Attorney

**CONSULTANT:**

By: Jose Montoya  
Jose Montoya  
Assistant City Attorney

  
Dean Rodatos, CEO  
Green Halo Systems

**RECOMMENDED FOR APPROVAL:**

\_\_\_\_\_  
Nabil Saba, PE  
Executive Director  
Public Works Agency

## **EXHIBIT A**



---

## Proposal for city of Santa Ana

3/22/2024



**Christy Kindig**

**Enterprise Manager**

**City of Santa Ana**

**20 Civic Center Plaza, M-21**

**Santa Ana, CA 92701**

**P: (714) 647-5088 | Email: [ckindig@santa-ana.org](mailto:ckindig@santa-ana.org)**

**Web Site: <https://www.santa-ana.org/>**

**WasteTracking.com powered by Green Halo Systems**

2431 Zanker Rd

San Jose, CA 95131

Office: 1. 888. 525. 1301

Fax: 1. 408. 713. 6070

Email: [info@greenhalosystems.com](mailto:info@greenhalosystems.com)



Green Halo Systems is proud to introduce its new platform WasteTracking.com. WasteTracking.com will provide municipalities and government agencies with a completely customizable waste tracking system that will give cities and government agencies all the functions and features Green Halo plus additional advanced next generation tracking features that further enhance a city's ability to track, monitor and report waste flows from construction projects throughout their jurisdictions. This cloud based waste diversion and tracking system for construction and demolition debris, will include the following:

### **Current System Functionality:**

#### **Current City Tracker features include the following functions:**

- Completely paperless system
- Set custom diversion requirements for your City
- Monitor waste management plans generated by contractors
- Track waste and recycling activity on all projects
- Real time City diversion rates and information
- View real time Carbon Footprint reduction from your City's recycling program
- Use Report generator for creating comprehensive reports & Statistics
- View your City's recycling trends by material, project type, construction type and more
- Export Data to Excel & Other Formats
- Organize all your construction projects and their recycling receipts in one place
- Track Hauler Activity & Facilities Used
- Integrate into your permitting software Multi-User Interface
- Data Share Interface
- Anytime anywhere mobile access from any mobile device
- No Installations, No Downloads
- Automatic Back Ups & Upgrades Tech Support & Training included



### City Tracker System Features:

**WasteTracking.com next generation tracking system includes all of the following features and your own City Tracker web site (Exhibit A):**

- Exclusive WasteTracking.com portal that acts as your city's standalone waste tracking portal with customizable graphics and color schemes to match your city's look and feel.
- Unique city domain, **MyCityName.WasteTracking.com** that serves as a single point of contact for clients and city officials.
- Real Time **Municipal Transparency Display** that showcases your city's Recycling, Carbon Footprint and Material statistic totals.
- **API Connectivity** that connects directly into your permitting software to expedite the waste management plan process while streamlining review and permit close out.
- **Scale House Integration** connects contractors and recycling facilities to the city's WasteTracking.com platform eliminating the need for paper tickets and simplifying the reporting process. *(integration fees apply per facility).*
- **City Track Mobile App** connects contractors and their subcontractors to their projects via their mobile devices allowing for clear communication of the projects waste management requirements and easy one touch easy upload of recycling tickets. A completely paperless reporting system.
- **Smart City = Smart Waste** – cities can quickly and easily implement waste tracking programs for tracking any waste stream, from construction to school systems, from office buildings to restaurants you can implement a recycling program and track any waste stream with a click of your mouse.



## WasteTracking.com City Tracker Portal Package

Showcase your city's recycling efforts. The City Tracker Portal has all the same waste tracking features as the standard Project Tracker but in addition includes a customizable standalone "Portal" to showcase your city's recycling statistics and create a single point of communication for all contractors, haulers and city officials to interact. The City Tracking Portal includes:

### Unique City Domain:

**SantaAna.WasteTracking.com**

### City Tracker Portal (see exhibit below): One Time Set Up Fee \$4,000

- **City Tracker** waste tracking portal. Allows contractors to **create waste management plans** through your custom city portal
- **Display city overall recycling statistics** and information, carbon footprint savings and materials recycled for all city projects combined
- **Ticket Upload Function** allows contractors, subcontractors and haulers to direct upload recycling information
- **City Stats** in to review detailed recycling reports on projects
- **Public Face Page** that allows the public to view basic recycling and carbon footprint stats along with Social Media interaction
- **Customization:** Main picture control and color scheme

### Monthly Hosting Year 1 - 6: \$99 per month / \$1,188 per year

Web site hosting and maintenance. Includes tech support and training.

### Access Fee Years 1 and 2: \$618 per month / \$7,416 per year (\$2 per 1,000 residents)

Based on residential population for Santa Ana, CA of 309,000.

### Access Fee Years 3 and 4: \$927 per month / \$11,124 per year (\$3 per 1,000 residents)

Based on residential population for Santa Ana, CA of 309,000.

### Access Fee Years 5 and 6: \$1,236 per month / \$14,832 per year (\$4 per 1,000 residents)

Based on residential population for Santa Ana, CA of 309,000.

### System Options:

**API Permitting Software Integration:** \$2,000 one-time setup fee (optional)



## Technical Specifications

### Records Retention

**WasteTracking.com** is deployed on a Linux (or Mac OS)/Apache/MySQL/PHP redundant (at least two locations in separate counties) on a dedicated server infrastructure.

All data is stored in at least two secure locations. Sensitive data such as passwords are additionally encrypted on the server.

Any data lost on one system, shall be recoverable within one business day.

Each server has external hard drives attached to the system with remote power switching to the external drives. When the backup takes place, the hard drives attached to the server that is powered up. We then create an incremental backup of the entire drive. Once the backup is complete, that hard drive is then powered down for additional safety. The external hard drives are bootable allowing for fast recovery.

All data transactions will occur over a 256-bit SSL encrypted link.

### Access to Data

GHS provides the user with the ability to download standard and customized reports in .csv format for use in other software. These features allow for: data sorting, research and tracking on materials recycled, salvaged & disposed, construction types, building types, recycling facilities, contractors and much more, all available at any time.

### Technical Support

Technical support is free to the client during normal business hours Monday thru Friday.

### Training

Training is provided free of charge to at least one designated staff member.

Our training staff is available and able to provide training to multiple jurisdictions and users simultaneously.

We will also provide free online training tutorials.

### Timing

The system can be up and running within 7 days of signing this agreement.



## Summary of Charges

<b>Required Charges</b>	
<b>WasteTracking.com City Tracker Template (Year 1)</b> Waste tracking system and city template	<b>\$4,000 one-time setup fee</b>
<b>Hosting (Year 1)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 1)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$7,416/year (\$618/month)</b> <b>(\$2 per 1,000 residents)</b>
<b>Total Year 1</b>	<b>\$12,604</b>
<b>Hosting (Year 2)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 2)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$7,416/year (\$618/month)</b> <b>(\$2 per 1,000 residents)</b>
<b>Total Year 2</b>	<b>\$8,604</b>
<b>Hosting (Year 3)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 3)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$11,124/year (\$927/month)</b> <b>(\$3 per 1,000 residents)</b>
<b>Total Year 3</b>	<b>\$12,312</b>
<b>Hosting (Year 4)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 4)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$11,124/year (\$927/month)</b> <b>(\$3 per 1,000 residents)</b>
<b>Total Year 4</b>	<b>\$12,312</b>
<b>Hosting (Year 5)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 5)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$14,832/year (\$1,236/month)</b> <b>(\$4 per 1,000 residents)</b>
<b>Total Year 5</b>	<b>\$16,020</b>
<b>Hosting (Year 6)</b> Hosting and maintenance	<b>\$1,188/year (\$99/month)</b>
<b>By Population Charge (Year 6)</b> Monthly city fee for servicing its residents (309,000 residents)	<b>\$14,832/year (\$1,236/month)</b> <b>(\$4 per 1,000 residents)</b>
<b>Total Year 6</b>	<b>\$16,020</b>
<b>API Connection to Permitting Software</b> Allows cities to integrate waste tracking into permitting software	<b>\$2,000 one-time (optional)</b>

Required Charges – Optional Charges



## “Exhibit A”

### Your City Tracker Portal Includes:



CityName.WasteTracking.com  
Customizable Picture  
Sub, Hauler, Client, Log In Access  
Interactive Social Media

Interactive City Recycling Statistics  
Reused, Recycled and Disposed  
Tonnage Display  
Interactive Charts and Graphs

City Carbon Footprint  
Displays your recycling equivalency  
benefits for the environment  
Homes Powered, Fuel Saved, Trees  
Saved, etc.

Material Displays  
Shows all materials reused, recycled  
and disposed from your city