AGREEMENT
BETWEEN
CITY OF ALHAMBRA
AND
CONSOLIDATED DISPOSAL SERVICE, LLC,
DBA REPUBLIC SERVICES
FOR
INTEGRATED SOLID WASTE
MANAGEMENT SERVICES

* * *

February 22, 2021
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article/Section</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>AB 341</td>
<td>1</td>
</tr>
<tr>
<td>1.2</td>
<td>AB 827</td>
<td>1</td>
</tr>
<tr>
<td>1.3</td>
<td>AB 939</td>
<td>1</td>
</tr>
<tr>
<td>1.4</td>
<td>AB 1594</td>
<td>2</td>
</tr>
<tr>
<td>1.5</td>
<td>AB 1826</td>
<td>2</td>
</tr>
<tr>
<td>1.6</td>
<td>AFFILIATE</td>
<td>2</td>
</tr>
<tr>
<td>1.7</td>
<td>AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>1.8</td>
<td>ALTERNATIVE DAILY COVER (ADC)</td>
<td>3</td>
</tr>
<tr>
<td>1.9</td>
<td>ALTERNATIVE FACILITY</td>
<td>3</td>
</tr>
<tr>
<td>1.10</td>
<td>APPLICABLE LAW</td>
<td>3</td>
</tr>
<tr>
<td>1.11</td>
<td>BACK-Haul</td>
<td>3</td>
</tr>
<tr>
<td>1.12</td>
<td>BILLINGS</td>
<td>4</td>
</tr>
<tr>
<td>1.13</td>
<td>BIN</td>
<td>4</td>
</tr>
<tr>
<td>1.14</td>
<td>BLUE CONTAINER</td>
<td>4</td>
</tr>
<tr>
<td>1.15</td>
<td>BROWN CONTAINER</td>
<td>4</td>
</tr>
<tr>
<td>1.16</td>
<td>BULKY ITEMS</td>
<td>4</td>
</tr>
<tr>
<td>1.17</td>
<td>CALIFORNIA CODE OF REGULATIONS (CCR)</td>
<td>5</td>
</tr>
<tr>
<td>1.18</td>
<td>CALRECYCLE</td>
<td>5</td>
</tr>
<tr>
<td>1.19</td>
<td>CART</td>
<td>5</td>
</tr>
<tr>
<td>1.20</td>
<td>CITY</td>
<td>5</td>
</tr>
<tr>
<td>1.21</td>
<td>COLLECT/COLLECTION</td>
<td>5</td>
</tr>
<tr>
<td>1.22</td>
<td>COMMERCIAL</td>
<td>5</td>
</tr>
<tr>
<td>1.23</td>
<td>COMMERCIAL EDIBLE FOOD GENERATORS</td>
<td>5</td>
</tr>
<tr>
<td>1.24</td>
<td>COMMERCIAL PREMISES</td>
<td>6</td>
</tr>
<tr>
<td>1.25</td>
<td>COMPANY</td>
<td>6</td>
</tr>
<tr>
<td>1.26</td>
<td>COMPANY'S PROPOSAL</td>
<td>6</td>
</tr>
<tr>
<td>1.27</td>
<td>COMPANY COMPENSATION</td>
<td>6</td>
</tr>
<tr>
<td>1.28</td>
<td>COMPOST</td>
<td>7</td>
</tr>
<tr>
<td>1.29</td>
<td>COMPOSTABLE PLASTICS</td>
<td>7</td>
</tr>
<tr>
<td>1.30</td>
<td>CONSTRUCTION AND DEMOLITION DEBRIS</td>
<td>7</td>
</tr>
<tr>
<td>1.31</td>
<td>CONTAINERS</td>
<td>7</td>
</tr>
<tr>
<td>1.32</td>
<td>CPI</td>
<td>7</td>
</tr>
<tr>
<td>1.33</td>
<td>CUSTOMER</td>
<td>7</td>
</tr>
<tr>
<td>1.34</td>
<td>DESIGNATED C&amp;D PROCESSING FACILITY</td>
<td>8</td>
</tr>
<tr>
<td>1.35</td>
<td>DESIGNATED DISPOSAL FACILITY</td>
<td>8</td>
</tr>
<tr>
<td>1.36</td>
<td>DESIGNATED FACILITIES</td>
<td>8</td>
</tr>
<tr>
<td>1.37</td>
<td>DESIGNATED HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY</td>
<td>8</td>
</tr>
<tr>
<td>1.38</td>
<td>DESIGNATED ORGANIC WASTE PROCESSING FACILITY</td>
<td>8</td>
</tr>
<tr>
<td>1.39</td>
<td>DESIGNATED SOURCE SEPARATED RECYCLABLE MATERIALS PROCESSING FACILITY</td>
<td>9</td>
</tr>
<tr>
<td>1.40</td>
<td>DESIGNATED TRANSFER FACILITY</td>
<td>9</td>
</tr>
<tr>
<td>1.41</td>
<td>DISCARDED MATERIALS</td>
<td>9</td>
</tr>
<tr>
<td>1.42</td>
<td>DISPOSE/DISPOSAL</td>
<td>9</td>
</tr>
<tr>
<td>1.43</td>
<td>DISPOSAL SITE(s)</td>
<td>9</td>
</tr>
<tr>
<td>1.44</td>
<td>DIVERT/DIversion</td>
<td>9</td>
</tr>
<tr>
<td>1.45</td>
<td>DBA</td>
<td>10</td>
</tr>
<tr>
<td>1.46</td>
<td>EDIBLE FOOD</td>
<td>10</td>
</tr>
</tbody>
</table>

City of Alhambra

February 22, 2021
ARTICLE 2 GRANT AND ACCEPTANCE OF FRANCHISE .................................................. 26
  2.1  GRANT AND ACCEPTANCE OF FRANCHISE, INDEMNITY OF AWARD ........... 26
  2.2  EXCLUSIVE NATURE OF FRANCHISE ......................................................... 26
  2.3  EFFECTIVE DATE ......................................................................................... 27
  2.4  TERM OF AGREEMENT ................................................................................ 27
  2.5  OPTION TO EXTEND TERM ......................................................................... 27
  2.6  REPRESENTATIONS AND WARRANTIES OF COMPANY .............................. 28
  2.7  CONDITIONS TO EFFECTIVENESS OF AGREEMENT ............................... 29
  2.8  DELEGATION OF AUTHORITY .................................................................. 30
  2.9  LIMITATIONS TO SCOPE .......................................................................... 30
  2.10  CITY'S RIGHT TO DIRECT CHANGES ...................................................... 32
       2.10.1  General ............................................................................................. 32
       2.10.2  New Diversion Programs ................................................................. 33
       2.10.3  City's Right to Acquire Services ...................................................... 33
       2.10.4  Flow Control Option ....................................................................... 33
  2.11  OWNERSHIP OF SOLID WASTE ............................................................... 34
  2.12  COMPANY STATUS .................................................................................. 35
  2.13  COMPANY AUTHORIZATION ................................................................... 35
  2.14  ANNEXATIONS ........................................................................................ 35
  2.15  MANDATORY SERVICE ........................................................................... 35
  2.16  PERMITS AND LICENSES ......................................................................... 36

ARTICLE 3 FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE ..... 37
  3.1  ADMINISTRATIVE FEE .............................................................................. 37
  3.2  FRANCHISE FEE ....................................................................................... 37
  3.3  AB 939/SB 1383 FEE ................................................................................ 37
  3.4  ANNUAL ADJUSTMENT TO AB 939/SB 1383 FEE .................................. 38
  3.5  TIME AND METHOD OF FEE PAYMENTS TO CITY ............................... 38
  3.6  OTHER FEES ............................................................................................ 38

ARTICLE 4 DIRECT SERVICES ............................................................................ 39
  4.1  SERVICES TO BE PROVIDED BY COMPANY - GENERAL ......................... 39
  4.2  RESIDENTIAL SERVICES ......................................................................... 39
       4.2.1  Residential Cart Collection ............................................................... 39
       4.2.2  Additional Carts ................................................................................ 40
       4.2.3  Residential Collection Services ......................................................... 40
       4.2.4  Cart Overage .................................................................................... 40
       4.2.5  Holiday Tree Collection Program ..................................................... 41
       4.2.6  Private Property Service ................................................................. 41
       4.2.6.1  Qualified Disabled Cart Customers ............................................... 41
       4.2.6.2  Non-Qualified Cart Customers ...................................................... 42
       4.2.7  On-Call Bulky Item Pickup ............................................................... 42
       4.2.8  Bulky Item Disposal ........................................................................ 43
       4.2.9  Disposal of Electronic and Other Special Wastes ......................... 44
       4.2.10 Sharps Collection Program ............................................................. 44
| 4.3 | RESIDENTIAL PREMISES BIN AND COMMERCIAL SERVICES | 44 |
| 4.3.1 | Bin Collection | 44 |
| 4.3.2 | Commercial Premises Cart Service | 45 |
| 4.3.3 | Roll-off Box Service | 45 |
| 4.3.4 | Temporary Bin Service | 46 |
| 4.3.5 | Overflowing Containers | 46 |
| 4.3.6 | Holiday Tree Collection Program | 47 |
| 4.3.7 | Scout Vehicles | 48 |
| 4.3.8 | Bin Pushout Service | 48 |
| 4.3.9 | Locking Bins | 49 |
| 4.3.10 | Return Trip Fee | 49 |
| 4.3.11 | Food Recovery Assistance | 49 |
| 4.4 | CITY SERVICES | 50 |
| 4.4.1 | City Facilities Collection | 50 |
| 4.4.2 | City Sponsored Events | 51 |
| 4.4.3 | Neighborhood Cleanups | 52 |
| 4.4.4 | Shredding Service Event | 52 |
| 4.4.5 | Compost Giveaway | 53 |
| 4.4.6 | Large Venue and Event Assistance, Event Recycling | 53 |
| 4.4.7 | Compost Workshops | 53 |
| 4.4.8 | Battery Recycling Program | 53 |
| 4.4.9 | Community Development Department Reviews | 53 |
| 4.4.10 | Medication Takeback Program | 54 |
| 4.4.11 | Provision of Recovered Organic Waste Products | 54 |
| 4.4.12 | Company Warranty of Recovered Organic Waste Products | 54 |
| 4.4.13 | Annual Food Drive | 54 |
| 4.4.14 | Summer Internship Program | 54 |
| 4.4.15 | Annual Scholarships | 55 |
| 4.4.16 | Facility Tours | 55 |
| 4.4.17 | Preparation of CalRecycle Electronic Annual Report | 55 |
| 4.4.18 | Alhambra Business Corridor Beautification Program | 55 |
| 4.4.19 | Alhambra Downtown Business Association Workshops | 56 |
| 4.4.20 | Food Scraps Kitchen Pails | 56 |
| 4.5 | MINIMUM DIVERSION REQUIREMENTS | 56 |
| 4.6 | MARKETING AND SALE OF RECYCLABLE MATERIALS | 57 |
| 4.7 | OPERATIONS | 58 |
| 4.7.1 | Schedules | 58 |
| 4.7.2 | Missed Pickups | 58 |
| 4.7.3 | Vehicles | 58 |
| 4.7.4 | Company-Provided Containers | 62 |
| 4.7.4.1 | Carts | 62 |
| 4.7.4.2 | Cart Reparability or Replacement | 66 |
| 4.7.4.3 | Bins | 66 |
| 4.7.4.4 | Roll-off Boxes | 68 |
| 4.7.5 | Litter Abatement | 68 |
| 4.7.6 | Personnel | 69 |
| 4.7.7 | Reserved | 69 |
| 4.7.8 | Identification Required | 70 |
| 4.7.9 | Fees and Gratuities | 70 |
| 4.7.10 | Non-Discrimination | 70 |
| 4.7.11 | Coordination With Street Sweeping Services | 70 |
| 4.7.12 | Change in Collection Schedule | 70 |
| 4.7.13 | Report of Accumulation of Solid Waste; Unauthorized Dumping | 71 |
| 4.7.14 | Anti-Scavenging Assistance | 71 |
| 4.8 | CONTINGENCY PLAN | 71 |
| 4.9 | TRANSPORTATION OF SOLID WASTE | 71 |
ARTICLE 5 OTHER SERVICES

5.1 SERVICES AND CUSTOMER BILLING

5.1.1 Service Description

5.1.2 Cart Billing

5.1.3 Low Income Discount

5.1.4 Bin, Roll-off and Temporary Services Billing

5.1.5 Suspension of Service Due to Non-Payment

5.2 CUSTOMER SERVICE

5.2.1 Customer Service Office

5.2.2 Complaint Documentation

5.2.3 Resolution of Customer Complaints

5.2.4 City Liaison

5.2.5 Route Supervisor

5.2.6 Customer Service Representative for Transition

5.2.7 Review of Generator Waiver Requests

5.3 EDUCATION AND PUBLIC AWARENESS

5.3.1 General

5.3.2 Material Distribution Methods

5.3.3 Non-English Language Requirements

5.3.4 Implementation Plan and On-going Education Requirements

5.3.4.1 Implementation Plan

5.3.4.2 Ongoing Education Requirements

5.3.5 Community Events

5.3.6 News Media Relations

5.4 CONTAMINATION MONITORING

5.4.1 Contamination Inspection Methods

5.4.1.1 Actions upon Identification of Prohibited Container Contaminants

5.4.1.2 On-Going Contamination Monitoring by Route Personnel

5.4.1.3 Prescribed Contamination Monitoring

5.4.1.4 Contamination Response

5.4.2.2 Notifying of Generators with Contamination, and Disposal of Materials

5.4.2.3 Monthly Reporting Requirements

5.5 INSPECTION AND ENFORCEMENT

5.6 SERVICE COMPLAINTS

5.7 TECHNICAL ASSISTANCE PROGRAM

5.7.1 Site Visits and Waste Assessments

5.7.2 Workshops and Meetings

5.7.3 Record Keeping and Reporting Requirements

ARTICLE 6 COMPANY COMPENSATION AND RATES

6.1 GENERAL

6.2 INITIAL RATES

6.3 SCHEDULE OF FUTURE ADJUSTMENTS

6.4 METHOD OF ADJUSTMENTS

6.4.1 General

6.4.2 Rate Adjustment Calculation
<table>
<thead>
<tr>
<th>Article and Section</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.5</td>
<td>EXTRAORDINARY ADJUSTMENTS</td>
<td>105</td>
</tr>
<tr>
<td>6.6</td>
<td>ADDITIONAL CUSTOMER RATE INCREASE PROCEDURES</td>
<td>107</td>
</tr>
<tr>
<td>7</td>
<td>ARTICLE 7 REVIEW OF SERVICES AND PERFORMANCE</td>
<td></td>
</tr>
<tr>
<td>7.1</td>
<td>PERFORMANCE HEARING</td>
<td>108</td>
</tr>
<tr>
<td>7.2</td>
<td>PERFORMANCE SATISFACTION SURVEY</td>
<td>109</td>
</tr>
<tr>
<td>8</td>
<td>ARTICLE 8 RECORDS, REPORTS AND INFORMATION REQUIREMENTS</td>
<td></td>
</tr>
<tr>
<td>8.1</td>
<td>GENERAL</td>
<td>110</td>
</tr>
<tr>
<td>8.2</td>
<td>RECORDS</td>
<td></td>
</tr>
<tr>
<td>8.2.1</td>
<td>General</td>
<td>110</td>
</tr>
<tr>
<td>8.2.2</td>
<td>Financial Records</td>
<td>111</td>
</tr>
<tr>
<td>8.2.3</td>
<td>Solid Waste Records</td>
<td>111</td>
</tr>
<tr>
<td>8.2.4</td>
<td>CERCLA Defense Records</td>
<td>112</td>
</tr>
<tr>
<td>8.2.5</td>
<td>Disposal Records</td>
<td>113</td>
</tr>
<tr>
<td>8.2.6</td>
<td>Other Programs' Records</td>
<td>113</td>
</tr>
<tr>
<td>8.2.7</td>
<td>Cost of Audit</td>
<td>113</td>
</tr>
<tr>
<td>8.2.8</td>
<td>Payments and Refunds</td>
<td>114</td>
</tr>
<tr>
<td>8.2.9</td>
<td>Compilation of Information for State Law Purposes</td>
<td>114</td>
</tr>
<tr>
<td>8.3</td>
<td>REPORTS</td>
<td></td>
</tr>
<tr>
<td>8.3.1</td>
<td>Report Formats and Schedule</td>
<td>115</td>
</tr>
<tr>
<td>8.3.2</td>
<td>Monthly Reports</td>
<td>116</td>
</tr>
<tr>
<td>8.3.3</td>
<td>Annual Report</td>
<td>122</td>
</tr>
<tr>
<td>8.3.4</td>
<td>Financial Report</td>
<td>127</td>
</tr>
<tr>
<td>8.4</td>
<td>REPORTING ADVERSE INFORMATION</td>
<td></td>
</tr>
<tr>
<td>8.5</td>
<td>RIGHT TO INSPECT RECORDS</td>
<td></td>
</tr>
<tr>
<td>8.6</td>
<td>FAILURE TO REPORT</td>
<td></td>
</tr>
<tr>
<td>8.7</td>
<td>PUBLIC RECORDS</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>ARTICLE 9 INDEMNIFICATION, INSURANCE AND BOND</td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>INDEMNIFICATION</td>
<td>130</td>
</tr>
<tr>
<td>9.2</td>
<td>HAZARDOUS MATERIAL INDEMNIFICATION</td>
<td>131</td>
</tr>
<tr>
<td>9.3</td>
<td>CALRECYCLE INDEMNIFICATION AND GUARANTEE</td>
<td>133</td>
</tr>
<tr>
<td>9.4</td>
<td>INSURANCE</td>
<td>133</td>
</tr>
<tr>
<td>9.5</td>
<td>FAITHFUL PERFORMANCE BOND</td>
<td>139</td>
</tr>
<tr>
<td>9.6</td>
<td>FAITHFUL PERFORMANCE LETTER OF CREDIT</td>
<td>139</td>
</tr>
<tr>
<td>9.7</td>
<td>FORFEITURE OF PERFORMANCE BOND</td>
<td>139</td>
</tr>
<tr>
<td>9.8</td>
<td>FORFEITURE OF LETTER OF CREDIT</td>
<td>140</td>
</tr>
<tr>
<td>9.9</td>
<td>PERFORMANCE SECURITY BEYOND SERVICE TERM</td>
<td>140</td>
</tr>
<tr>
<td>10</td>
<td>ARTICLE 10 CITY'S RIGHT TO PERFORM SERVICE</td>
<td></td>
</tr>
<tr>
<td>10.1</td>
<td>GENERAL</td>
<td>141</td>
</tr>
<tr>
<td>10.2</td>
<td>TEMPORARY POSSESSION OF COMPANY'S PROPERTY</td>
<td>142</td>
</tr>
<tr>
<td>10.3</td>
<td>BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION</td>
<td>142</td>
</tr>
<tr>
<td>10.4</td>
<td>CITY'S RIGHT TO RELINQUISH POSSESSION</td>
<td>143</td>
</tr>
<tr>
<td>10.5</td>
<td>CITY'S POSSESSION NOT A TAKING</td>
<td>143</td>
</tr>
<tr>
<td>10.6</td>
<td>DURATION OF CITY'S POSSESSION</td>
<td>143</td>
</tr>
<tr>
<td>10.7</td>
<td>DISASTER PREPAREDNESS PLAN</td>
<td>143</td>
</tr>
<tr>
<td>11</td>
<td>ARTICLE 11 DEFAULT, REMEDIES AND LIQUIDATED DAMAGES</td>
<td></td>
</tr>
<tr>
<td>11.1</td>
<td>EVENTS OF DEFAULT</td>
<td>145</td>
</tr>
<tr>
<td>11.2</td>
<td>CRIMINAL ACTIVITY OF COMPANY</td>
<td>148</td>
</tr>
<tr>
<td>11.3</td>
<td>NOTICE, HEARING AND APPEAL OF COMPANY BREACH</td>
<td>148</td>
</tr>
<tr>
<td>11.4</td>
<td>LIQUIDATED DAMAGES</td>
<td>149</td>
</tr>
<tr>
<td>11.5</td>
<td>EXCUSE FROM PERFORMANCE</td>
<td>158</td>
</tr>
</tbody>
</table>
11.6 NOTICE, HEARING AND APPEAL OF CITY BREACH ................................................................. 159
11.7 ASSURANCE OF PERFORMANCE ....................................................................................... 159

ARTICLE 12 OTHER AGREEMENTS OF THE PARTIES ............................................................. 160
12.1 RELATIONSHIP OF PARTIES ......................................................................................... 160
12.2 COMPLIANCE WITH LAW ............................................................................................... 160
12.3 GOVERNING LAW ........................................................................................................... 160
12.4 CITY 160 ......................................................................................................................... 161
12.5 ASSIGNMENT .................................................................................................................... 163
12.6 AFFILIATED COMPANIES ............................................................................................... 163
12.7 CONTRACTING OR SUBCONTRACTING ......................................................................... 163
12.8 BINDING ON ASSIGNS .................................................................................................... 163
12.9 TRANSITION TO NEXT COMPANY .................................................................................. 164
12.10 PARTIES IN INTEREST ................................................................................................... 165
12.11 WAIVER ......................................................................................................................... 165
12.12 COMPANY’S INVESTIGATION ....................................................................................... 165
12.13 CONDEMNATION .......................................................................................................... 165
12.14 NOTICE ......................................................................................................................... 165
12.15 REPRESENTATIVES OF THE PARTIES .......................................................................... 166
12.16 CITY FREE TO NEGOTIATE WITH THIRD PARTIES ..................................................... 166
12.17 COMPLIANCE WITH MUNICIPAL CODE ...................................................................... 167
12.18 PRIVACY ....................................................................................................................... 167
12.19 COOPERATION FOLLOWING TERMINATION ................................................................. 167
12.20 COMPLIANCE WITH IMMIGRATION LAWS ................................................................. 167
12.21 GUARANTEE OF COMPANY’S PERFORMANCE ............................................................ 168

ARTICLE 13 ................................................................................................................................. 169
MISCELLANEOUS AGREEMENTS ............................................................................................. 169
13.1 ENTIRE AGREEMENT ...................................................................................................... 169
13.2 SECTION HEADINGS ....................................................................................................... 169
13.3 REFERENCES TO LAWS AND OTHER AGREEMENTS ................................................... 169
13.4 INTERPRETATION ............................................................................................................ 169
13.5 AGREEMENT ................................................................................................................... 169
13.6 SEVERABILITY ................................................................................................................. 169
13.7 EXHIBITS ....................................................................................................................... 170
13.8 NON-WAIVER PROVISION ............................................................................................. 170
13.9 ATTORNEYS’ FEES ......................................................................................................... 170

Exhibits
1. Company’s Proposal
2. Initial Maximum Rates
3. Example Rate Adjustment Formulas
4. Corporate Guarantee
5. Company’s Faithful Performance Bond
6. Notary Certification
7. AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan
8. Processing, Transfer, and Disposal Services and Facility Standards
9. Collection System Options

February 22, 2021

vii  
City of Alhambra
ARTICLE 1
DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Chapter 6.16 of the Alhambra Municipal Code or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms used in this Agreement shall have the following respective meanings:

1.1 AB 341

"AB 341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

1.2 AB 827

"AB 827" means the Assembly Bill approved by the Governor of the State of California on October 2, 2019, which amended Sections 42649.2, 42649.2, 42649.8, and 42649.81 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.3 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.
1.4 AB 1594

"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.5 AB 1826

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.6 Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term "Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 12.5.
1.7 Agreement

"Agreement" means this Franchise Agreement between City and Company for Collection, transportation, Recycling, Processing and/or Disposal of Recyclable Materials, Organic Materials, and Solid Waste, and other services, including all exhibits and attachments, and any amendments thereto.

1.8 Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.

1.9 Alternative Facility

"Alternative Facility" means any Facility other than Designated Facilities approved by City for temporary use.

1.10 Applicable Law

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City (including Alhambra Municipal Code Chapter 6.16) and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

1.11 Back-Haul

"Back-Haul" means generating and transporting Recyclable Materials and/or Organic Waste to a destination owned and operated by the Generator using the Generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
1.12 Billings

"Billings" means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Company, or made by others for City or Company, to Customers in the City.

1.13 Bin

"Bin" means a rigid Container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

1.14 Blue Container

"Blue Container" has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or SSBCOW.

1.15 Brown Container

"Brown Container" has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Source Separated Food Waste.

1.16 Bulky Items

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as “white goods”); Residential wastes including bundled wood waste, electronic equipment (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as “brown goods” and “E-Waste”); Universal Waste, “U-Waste,” (including, but not limited to batteries, thermostats, lamps; and cathode rate tube materials), and clothing. Bulky Items do not include car bodies, tires, Construction and Demolition Debris or items requiring more than two Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which
determination shall be final and binding on the Parties.

1.17 **California Code of Regulations (CCR)**

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

1.18 **CalRecycle**

"CalRecycle" means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

1.19 **Cart**

"Cart" means a polyethylene wheeled Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30 and no greater than 101 gallons.

1.20 **City**

"City" means City of Alhambra, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

1.21 **Collect/Collection**

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

1.22 **Commercial**

"Commercial" refers to services performed at or for Commercial Premises.

1.23 **Commercial Edible Food Generators**

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery
Organizations and Food Recovery Services are not Commercial Edible Food Generators.

1.24 Commercial Premises

"Commercial Premises" means Premises upon which business activity is conducted, and any other Premises not defined as Residential Premises per Section 1.91 of this Agreement, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property.
Notwithstanding any provision to the contrary herein, in the Alhambra Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Alhambra Municipal Code) are occurring shall be deemed to be Commercial Premises: stores, restaurants; rooming houses; hotels; motels; offices; manufacturing, processing, or assembling shops or plants; hospitals; clinics; nursing homes; convalescent centers; dormitories; barracks; and card rooms.

1.25 Company

"Company" means Consolidated Disposal Service, LLC, a Limited Liability Company organized and operating under the laws of the State of Delaware, and its officers, directors, employees, agents, companies and Subcontractors.

1.26 Company's Proposal

"Company's Proposal" means the proposal submitted by Company to City on August 27, 2020, in response to a Request for Proposals dated June 10, 2020. Company’s Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Company’s Proposal is attached as Exhibit 1 and incorporated into this Agreement by reference, and Company represents and warrants that all representations set forth in such proposal are true and correct.

1.27 Company Compensation

"Company Compensation" means the revenue received by the Company from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

February 22, 2021
City of Alhambra
1.28 Compost

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Agreement, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

1.29 Compostable Plastics

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for compostability.

1.30 Construction and Demolition Debris

"Construction and Demolition Debris" or “C&D Material,” means any combination of Inert Materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.31 Containers

"Containers" means any and all types of receptacles used for Collection purposes, including Carts, Bins, and Roll-off Boxes.

1.32 CPI

“CPI” means the Consumer Price Index (“CPI”), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average.

1.33 Customer

“Customer” means the Person having the care and control of any Premises in the City receiving Collection Service from the Company pursuant to the terms of this
Agreement.

1.34 Designated C&D Processing Facility

"Designated C&D Processing Facility" means City Terrace Recycling Materials Recovery Facility at 1525 Fishburn Avenue, Los Angeles, California, which is a third-party C&D Processing Facility.

1.35 Designated Disposal Facility

"Designated Disposal Facility" means the Sunshine Canyon Landfill at 14747 San Fernando Road, Sylmar, California, which is owned and operated by Republic Services, which is a Disposal Facility.

1.36 Designated Facilities

"Designated Facility(ies)" means any one of or any combination of the: Designated C&D Processing Facility; Designated Disposal Facility; Designated High Diversion Organic Waste Processing Facility; Designated Organic Waste Processing Facility; Designated Source Separated Recyclable Materials Processing Facility; and, Designated Transfer Facility.

1.37 Designated High Diversion Organic Waste Processing Facility

"Designated High Diversion Organic Waste Processing Facility" means the CVT Regional Material Recovery Facility at 2775 E Gretta Lane, Anaheim, California, which is owned and operated by Republic Services, which is a High Diversion Organic Waste Processing Facility.

1.38 Designated Organic Waste Processing Facility

"Designated Organic Waste Processing Facility" means Agromin Chino at 8100 Chino-Corona Road, Chino, California, which is a partnership between Republic Services and Agromin, and operated by Agromin, Kochergan Farms Composting at Avenal, California, which is a third-party Organic Waste Processing Facility, Waste Transfer & Recycling at 840 S. Mission Road, Los Angeles, an anaerobic digestion facility, which is owned and operated by Waste Management, and the CVT Regional Material Recovery Facility at 2775 E Gretta Lane, Anaheim, California, which is owned and operated by Republic Services.
1.39 **Designated Source Separated Recyclable Materials Processing Facility**

"Designated Source Separated Recyclable Materials Processing Facility" means the CVT Regional Material Recovery Facility at 1131 North Blue Gum Street, Anaheim, California, which is owned and operated by Republic Services, which is a Source Separated Recyclable Materials Processing Facility.

1.40 **Designated Transfer Facility**

"Designated Transfer Facility" means the East Los Angeles Transfer Station at 1512 North Bonnie Beach Place, Los Angeles, California, which is owned and operated by Republic Services, that is a Transfer Facility.

1.41 **Discarded Materials**

"Discarded Materials" means Recyclable Materials, Organic Materials, and Solid Waste placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Company, excluding Excluded Waste.

1.42 **Dispose/Disposal**

"Dispose/Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise in full regulatory compliance.

1.43 **Disposal Site(s)**

"Disposal Site(s)" means the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Company.

1.44 **Divert/Diversion**

"Divert" or "Diversion" means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to AB 939.
1.45 **DBA**

"DBA" means a fictitious name, assumed name, or trade name that is different from Company's legal name, which Company uses for "doing business as" to provide Collection services.

1.46 **Edible Food**

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.47 **Electronic Waste or E-Waste**

"Electronic Waste" or "E-Waste" means electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other items with electric plugs that are banned from landfilling, and other similar items commonly known as "brown goods".

1.48 **Environmental Law**

"Environmental Law" means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and Disposal.
1.49 Excluded Waste

"Excluded Waste" means hazardous substance, Hazardous Waste, infectious waste, Designated Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills or accepted at the Facility by permit conditions, waste that in Company’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Company or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include used motor oil and filters, household batteries, Universal Wastes, and/or latex paint when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by City or Company as set forth in this Agreement.

1.50 Facility

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

1.51 Food Recovery

"Food Recovery” means actions to collect and distribute Edible Food for human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

1.52 Food Recovery Organization

"Food Recovery Organization” means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:
A. A food bank as defined in Section 113783 of the Health and Safety Code;

B. A nonprofit charitable organization; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

1.53 Food Recovery Service

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

1.54 Food Scraps

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

1.55 Food-Soiled Paper

"Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

1.56 Food Waste


1.57 Franchise

"Franchise" means the exclusive right and privilege granted by this Agreement.
1.58 Franchise Fee

"Franchise Fee" means the fee paid by Company to City for the right to hold the Franchise for Solid Waste services granted by this Agreement.

1.59 Generator

"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under federal, State, or local regulations.

1.60 Gray/Black Container

"Gray/Black Container" has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of Gray/Black Container Waste or Mixed Waste.

1.61 Gray/Black Container Waste

"Gray/Black Container Waste" means Solid Waste that is collected in a Gray/Black Container that is part of a three-Container Organic Waste Collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.6). For the purposes of this Agreement, Gray/Black Container Waste includes carpet and textiles.

1.62 Green Container

"Green Container" has the same meaning as in 14 CCR Section 18982.2(a) and shall be used for the purpose of storage and Collection of SSGCOW.

1.63 Gross Revenue

"Gross Revenue" means any and all revenue or compensation in any form, derived directly or indirectly, of Company, or their subsidiaries, or other affiliates of Company, in which Company has a financial interest, for the Collection, transportation, Processing, Recycling, Diversion and Disposal of Solid Waste pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, monthly Customer fees for Collection of Solid Waste, without subtracting Franchise Fees or any other cost of doing business, but excluding
revenues from the sale of Recyclable Materials.

1.64 Hazardous Material

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste, or a mixture of wastes, which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derive product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a "Hazardous Material," "hazardous substance," or "hazardous waste" under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Captor 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901); (xiii) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in
effect.

1.65 **High Diversion Organic Waste Processing Facility**

"High Diversion Organic Waste Processing Facility" means a High Diversion Organic Waste Processing Facility as defined in 14 CCR Section 18982(a)(33). Per SB 1383, the High Diversion Organic Waste Processing Facility is a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste.

1.66 **Household Hazardous Waste ("HHW")**

"Household Hazardous Waste" or "HHW" means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

1.67 **Incompatible Materials**

"Incompatible Material" or "Incompatibles" mean(s) human-made Inert Material, including, but not limited to, glass, metal, plastic, and also includes Organic Waste that the receiving end-user, facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste recovery activities as defined in 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).

1.68 **Inert Material**

"Inert Material" means materials such as concrete, soil, asphalt, and ceramics.

1.69 **Large Event**

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the
definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

1.70 Large Venue

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7 Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

1.71 Mixed Waste

"Mixed Waste" means Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be taken to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5).

1.72 Reserved

1.73 Mulch

"Mulch" means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions, or conditions as otherwise specified in 14 CCR Section 18993.1(f)(4):

i. Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

ii. Was produced at one or more of the following types of facilities:

a) A compostable material handling operation or facility as defined in 14 CCR
Section 17852(a)(12), that is permitted or authorized under Division 7 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

b) A Transfer/Processing Facility or Transfer/Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12; or,

c) A Solid Waste landfill as defined in PRC Section 40195.1 that is permitted under 27 CCR, Division 2.

1.74 Multi-Family Dwelling Unit

"Multi-Family Dwelling Unit" means any Residential Premises greater than three (3) dwelling units (not including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent. Multi-Family Dwelling Units generally receive Collection service through the use of shared Bins, but may use Carts. Service is not dependent upon unit count unless specifically stated.

1.75 Non-Compostable Paper

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting Process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.76 Non-Organic Recyclables

“Non-Organic Recyclables” means non-Putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

1.77 Organic Waste

“Organic Waste” means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section
18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

1.78 Owner

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site.

1.79 Party or Parties

"Party" or "Parties" refers to the City and Company, individually or together.

1.80 Person

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

1.81 Premises

"Premises" means any land, or building in City where Solid Waste is generated or accumulated.

1.82 Process, Processed, or Processing

"Processing" means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

1.83 Prohibited Container Contaminants

Three-Container Collection service (Blue, Green, and Gray/Black Containers):

"Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) Discarded Materials placed in the Gray/Black Container that are acceptable Source Separated Recyclable Materials and/or
Source Separated Green Container Organic Waste to be placed in City’s Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

Two-Container Collection service for Source Separated Green Container Organic Waste and Mixed Waste (Green and Gray/Black Containers): “Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in a Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (ii) Discarded Materials placed in the Gray/Black Container that are identified as acceptable Source Separated Green Container Organic Waste, which are to be separately collected in City’s Green Container; and, (iii) Excluded Waste placed in any Container.

1.84 Putrescible Waste

“Putrescible Waste” means wastes that are capable of being decomposed by microorganisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

1.85 Rate Year

"Rate Year" means the period July 1 to June 30, for each year during the Term of this Agreement.

1.86 Recycle/Recycling

“Recycle/Recycling” means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or Transformation as defined in Public Resources Code Section 40201.

1.87 Recyclable Materials

"Recyclable Materials" means Solid Waste that is Source Separated or recovered through Processing, and is set aside, handled, packaged, or offered for Collection by Generators in a manner different from Refuse in order to allow it to be Processed for Recycling.
1.88 Refuse

"Refuse" means Solid Waste or debris, except sewage, Construction and Demolition Debris, Recyclable Materials, and/or Organic Waste placed in Source Separated Containers for Collection.

1.89 Renewable Natural Gas (RNG)

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.90 Residential

"Residential" refers to services performed at and for Residential Premises, which include both Single Family and Multi-Family Dwelling Units.

1.91 Residential Premises

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family and Multi-Family Dwelling Units, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Notwithstanding any provision to the contrary herein, in the Alhambra Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hotels, motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial Premises as determined by City on a case-by-case basis.

1.92 Roll-off Box

"Roll-off Box" means Solid Waste Collection Containers of 10-yards or larger.
1.93  **SB 1383**

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (an act to add Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and to add Chapter 13.1 [commencing with Section 42652] to Part 3 of Division 30 of the Public Resources Code, relating to methane emissions), also commonly referred to as "SB 1383," as amended, supplemented, superseded, and replaced from time to time.

1.94  **Self-Hauler**

"Self-Hauler" or "Self-Haul" means a Person who hauls Solid Waste, Organic Waste, or recovered material, which they, or occupants of premises of which they are charge of day-to-day activities, have generated and persons who have a city business tax certificate for gardening and landscaping maintenance services for hire. A Self-Hauler must obtain a City permit as described in Chapter 6.16.210 of the Alhambra Municipal Code. Self-Hauler also includes a Person who Back-Hauls waste.

1.95  **Sharps**

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

1.96  **Single Family Dwelling Unit**

"Single Family Dwelling Unit" means each Premises used for or designated as a Single Family Residential dwelling, including each unit of a condominium project, duplex, triplex, townhouse, apartment building, or mobile home park in which each premises receives individual Collection service using Carts and consists of three (3) dwelling units or less per legal parcel.

1.97  **Solid Waste**

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, and all Solid Waste generated at construction and demolition sites, and at treatment works for water and waste water, which are Collected and transported under the authorization of the City or are self-hauled by residents or contractors. Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be Disposed of at a Class III
landfill and which fall within the definition of “Nonhazardous Solid Waste” set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclable Material, in either of the following instances: (a) the material is mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclable Materials, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the Generator by any Person or combination of Persons in exchange for Collection, removal, transportation, storage, Processing, handling, consulting, Container rental or Disposal services (“fee for service” Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or Affiliate of the provider of such service.

1.98 Solid Waste Handling Services

“Solid Waste Handling Services” means the Collection, transfer, transport, Recycling, Processing, and Disposal of Solid Waste.

1.99 Source Separated

“Source Separated” means materials, including commingled Recyclable Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing of those materials for Recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, property Owner, property Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray/Black Container Waste/Mixed Waste and other Solid Waste for the purposes of Collection and Processing.

1.100 Source Separated Blue Container Organic Waste (SSBCOW)

“Source Separated Blue Container Organic Waste” or “SSBCOW” means Source
Separated Organic Waste that can be placed in a Blue Container that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as defined in 14 CCR Section 18982(a)(43); or as otherwise defined by 14 CCR Section 17402(a)(18.7). SSBCOW is a subset of Organic Waste.

1.101 Source Separated Green Container Organic Waste (SSGCOW)

"Source Separated Green Container Organic Waste" or "SSGCOW" means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding SSBCOW, carpets, Non-Compostable Paper, and textiles. SSGCOW is a subset of Organic Waste.

1.102 Source Separated Recyclable Materials

"Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

1.103 Split Container

"Split Container” means a Container that is split or divided into segregated sections, instead of an entire Container, or as otherwise specified in 14 CCR, Division 7, Chapter 12, Article 3.

1.104 State

"State“ means the State of California.

1.105 Subcontractor

"Subcontractor” means any Person, firm, or entity hired by Company to carry out any of Company’s duties under this Agreement.

1.106 Tier One Commercial Edible Food Generators

"Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.
B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

1.107 Tier Two Commercial Edible Food Generators

"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site food facility and 200 or more rooms.

C. Health facility with an on-site food facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

1.108 Transformation

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.
1.109  **Transfer Station**

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Organic Waste and/or Construction and Demolition Debris, to processors, brokers or end-users.

1.110  **Universal Waste**

"Universal Waste" or "U-Waste" means all wastes defined by 22 CCR Subsections 66273.1 through 66273.9. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

1.111  **Yard Waste**

"Yard Waste" means leaves, grass clippings, brush, branches, and other forms of Organic Waste generated from landscapes or gardens, which have been Source Separated from other Solid Waste. Yard Waste is a subset of Organic Waste and excludes Hazardous Materials.
ARTICLE 2
GRANT AND ACCEPTANCE OF FRANCHISE

2.1 Grant and Acceptance of Franchise, Indemnity of Award

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof) and Applicable Laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within the boundaries of the City (the "Franchise").

Company agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement. The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company’s obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel.

Company hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.9 below, or as may otherwise be provided by federal or State law, the rights granted to the Company under this Agreement shall be exclusive to the Company. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Company.
To the extent permitted under State or federal law, the City shall protect the Company’s exclusive rights by proper ordinances, and by reasonable enforcement of those ordinances. Should the City be required to take administrative, law enforcement, or other legal action against any Person that infringes on the Company’s exclusive rights, the Company shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 Effective Date

The “Effective Date” of this Agreement shall be the date which the Agreement is executed by all Parties.

This Agreement shall become effective at the Effective Date. However, the provision of Solid Waste Handling Services, imposition of Customer rates, payment of City Fees, and actual Collection services by Company shall commence on July 1, 2021, as described in Section 2.4. Company understands and agrees that the interim time between the Effective Date and July 1, 2021 is intended to provide Company with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, and begin the public awareness campaign as part of Company’s transition program as specified in this Agreement.

2.4 Term of Agreement

The term of this Agreement shall commence on the Effective Date. Solid Waste Handling services under this Agreement shall commence at midnight July 1, 2021, and expiring at 11:59 P.M. June 30, 2028, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Company to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to the Company prior to Agreement
expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Company a 60-day written notice of expiration.

2.6 Representations and Warranties of Company

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date.

Company is wholly owned by Republic Services, Inc. ("Republic Services"), a corporation duly organized and validly existing as a corporation under the laws of the State of Delaware.

Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company’s knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or Republic Services which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or Republic Services in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or Republic Services.

Company has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and
the transactions contemplated hereby.

Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.

The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Note that inaccuracies in Company’s Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, is grounds for termination of this Agreement.

Company’s representative, designated in Section 5.2.4, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

2.7 Conditions to Effectiveness of Agreement

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

a) Accuracy of Representations. Representations and warranties made by Company throughout this Agreement are accurate, true and correct on and as of the Effective Date of this Agreement.

b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance.

c) Furnishing of Insurance and Bonds. Company has furnished evidence of the
insurance and bonds required by Article 9.

d) Effectiveness of City Council Action. City’s Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.

e) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

2.8 Delegation of Authority

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager’s office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

2.9 Limitations to Scope

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

a) The sale or donation of Bulky Items, Source Separated Recyclable Material and/or Organic Material by the Waste Generator to any Person or entity other than Company; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or Processing of Recyclable Material and/or Organic Material, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;

b) Solid Waste, including Recyclable Materials and/or Organic Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees, but not a subcontractor) to a Solid Waste Facility in a manner consistent with all Applicable Laws and regulations;

c) Yard Waste removed from a Premises by a gardening, landscaping, or tree
trimming company, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;

d) The Collection, transfer, transport, Recycling, Processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;

e) The Collection, transfer, transport, Recycling, Processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;

f) The Collection, transfer, transport, Recycling, Processing, and Disposal of Hazardous Material, Household Hazardous Waste and radioactive waste regardless of its source;

g) Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment;

h) The Collection, transfer, transport, Recycling, Processing and Disposal of automobiles and automobile parts by vehicle dismantlers or owners of vehicle salvage yards;

i) The Collection, transfer and transport of clean dirt;

j) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;

k) The Collection, transfer, transport, Recycling, Processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;

l) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,

m) Food Waste or other Organic Waste Diverted from Disposal removed from a Premises and delivered to hog farms or to other Premises for use as animal feed;
n) Edible food removed from a Premises and recovered for human consumption.

Company acknowledges and agrees that City may permit other Persons besides Company to Collect any or all types of the Solid Waste listed in this Section 2.9 as exempt from Company’s Franchise, including Recyclable Materials, without seeking or obtaining approval of Company under this Agreement.

This grant to Company of an exclusive Franchise, right and privilege to Collect, transport, or Process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste Handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Company agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Company to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Company to minimize the financial impact to other services being provided as much as possible.

2.10 City’s Right to Direct Changes

2.10.1 General

City may direct Company to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Company agrees to propose services to meet such Diversion requirements. Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, if Company demonstrates that its cost of service would increase. City may utilize cost components
included in the Company’s Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.2.

2.10.2 New Diversion Programs

Company shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Projection of annual financial results of the program’s operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

2.10.3 City's Right to Acquire Services

Company acknowledges and agrees that City may permit other Persons besides Company to provide additional Solid Waste services not otherwise contemplated under this Agreement. If pursuant to this Section 2.10.3, Company and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Company to perform such services, Company acknowledges and agrees that City may permit Persons other than Company to provide such services.

2.10.4 Flow Control Option

City has the option to provide written direction to the Company specifying a Facility for handling, Processing, and Disposal of Solid Waste, Recyclable Materials, Organic
Waste, and other Discarded Materials. If City directs Company to a Facility other than a Designated Facility listed in this Agreement, or otherwise requested by Company, and in doing so it adversely affects the ability of the Company to meet either or both of the requirements of Section 9.3 and Section 4.5, then in this event the City and Company shall meet and confer and mutually agree on revised obligations for Sections 9.3 and 4.5. The foregoing notwithstanding, in the event City directs Company to a Facility other than a Designated Facility listed in this Agreement or otherwise requested by Company, then a rate adjustment may be implemented based upon any demonstrable increase or decrease in costs associated with handling, Processing, Disposal and transportation.

In the event City so notifies Company of its desire to cease exercising its Flow Control Option, Company shall have the absolute discretion to utilize any Disposal facility, Transfer Station, Recycling facility, Material Recovery Facility, C&D Processing facility, High Diversion Organic Waste Processing Facility, Organic Waste Processing Facility, landfill, or other facility of its choosing to retain, Recycle, Process, and Dispose of Solid Waste generated within the City, provided the use of such facility by Company enables it to meet all other requirements of this Agreement and state law.

2.11 Ownership of Solid Waste

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Company by operation of this Agreement. Subject to Company’s objective to meet the Source Reduction and Recycling goals which apply to City and City’s right to direct Company to Process and Dispose of Solid Waste at a particular licensed Solid Waste Facility or to Dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Company, Company is hereby granted the right to retain, Recycle, Process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Company; this does not impact Company’s right to retain Recyclable Materials revenue under Section 4.6. Subject to the provisions of this Agreement, Company shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste, Organic Waste, and Recyclable Materials which it Collects. Solid Waste, Organic Waste, and Recyclable Materials, or any part thereof, which is Disposed of at a Disposal Site or sites (whether landfill, Transformation Facility, Transfer Station, Organic Waste
Processing Facility or Material Recovery Facility) shall become the property of the 
Owner or operator of the Disposal Site(s) once deposited there by Company. City may 
obtain ownership or possession of Solid Waste placed for Collection upon written 
otice of its intent to do so, however, nothing in this Agreement shall be construed as 
giving rise to any inference that City has such ownership or possession unless such 
written notice has been given to Company.

2.12 Company Status

Company represents and warrants that it is duly organized, validly existing and in 
good standing under Applicable Laws. It is qualified to transact business in the State of 
California and has the power to own its properties and to carry on its business as now 
owned and operated and as required by this Agreement.

2.13 Company Authorization

Company represents and warrants that it has the authority to enter into and perform its 
obligations under this Agreement. The Board of Directors or partners of Company (or 
the shareholders, if necessary) have taken all actions required by Applicable Law, its 
articles of incorporation, and its bylaws or otherwise to authorize the execution of this 
Agreement. The Persons signing this Agreement on behalf of Company have authority 
to do so. Company shall authorize one employee for the City as a single point of 
contact for issues arising under this Agreement. City may accept that this employee’s 
actions are taken on behalf of and with the full approval of the Company.

2.14 Annexations

This Agreement extends to any territory annexed to the City during the term of this 
Agreement except to the extent that Collection by Company within that annexed 
territory would violate the provisions of Public Resources Code Section 49520. In such 
event, this Agreement shall become effective as to such area at the earliest possible date 
permitted by law, and City agrees that it shall cooperate with Company to fulfill any 
requirement necessary for Company to serve the annexed area consistent with this 
paragraph.

2.15 Mandatory Service

At all times during the term of this Agreement, the City shall require the Owner of each
occupied Premises where Solid Waste is produced to subscribe to the Collection service provided for in this Agreement and in Chapter 6.16.020 of the Alhambra Municipal Code, or obtain a Self-Haul permit from the City as described in Chapter 6.16.210 of the Alhambra Municipal Code.

2.16 Permits and Licenses

Company shall acquire and maintain all necessary permits and licenses for the Collecting, transporting, Processing, and storing of Solid Waste, Recyclable Materials and Organic Waste, disposing of Solid Waste, and the Recycling of Recyclable Materials as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Article 11. Company must follow requirements of the Alhambra Municipal Code, including, but not limited to, obtaining a City of Alhambra business license.
ARTICLE 3
FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

3.1 Administrative Fee

Company shall pay to City an Administrative Fee in a one-time lump sum payment of two hundred thousand dollars ($200,000) within seven days of execution of this Agreement to reimburse the City for its staff time and out-of-pocket costs of awarding the Franchise.

3.2 Franchise Fee

In consideration of the exclusive Franchise provided in Section 2.2 of this Agreement, Company shall pay to City a Franchise Fee in the amount of ten-percent (10%) of Gross Revenues (or another amount as provided in Section 3.6). Concurrent with each Franchise Fee payment, Company shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts. The Franchise Fee was the product of extensive negotiation and represents the Parties’ estimate of the reasonable value of the franchise.

3.3 AB 939/SB 1383 Fee

The City has incurred expenses for preparing and adopting the Source Reduction and Recycling and Household Hazardous Waste Elements (SRRE and HHWE, respectively) required by AB 939. City has, and will continue, to incur expenses for implementing the programs in the SRRE and HHWE, and implementing programs, enforcing, and monitoring SB 1383 requirements. Company shall pay eight hundred thousand dollars ($800,000) annually as adjusted herein. The AB 939/SB 1383 Fee shall be paid in twelve monthly installments of sixty-six thousand, six hundred and sixty-six dollars, and sixty-six cents ($66,666.66) over the course of each Rate Year, beginning with the Rate Year starting July 1, 2021.
3.4 **Annual Adjustment to AB 939/SB 1383 Fee**

The amount of the AB 939/SB 1383 Fee shall be adjusted automatically at the beginning of each Rate Year by a percentage equal to the annual percentage increase, if any, in the January CPI. If there is no increase in the CPI or if the CPI decreases, the AB 939/SB 1383 Fee shall remain unchanged from the previous Rate Year.

3.5 **Time and Method of Fee Payments to City**

On or before the thirtieth (30th) day following the end of each calendar month, during the Term of this Agreement, Company shall remit to City the Franchise Fee and the AB 939/SB 1383 Fee, as described in Sections 3.2 and 3.3. The fee payments shall be submitted with an itemized statement identifying the amount of each fee. If the fees are not paid to the City on or before the thirtieth (30th) day following the end of the calendar month, Company shall pay to City a penalty in an amount equal to ten percent (10%) of the amount of each delinquent fee, or portion thereof, owing for that month. Company shall pay an additional ten percent (10%), on any unpaid balance for each following thirty (30) day period the fees remain unpaid. Late payment penalties shall not be included in any revenue requirement.

Each monthly Franchise Fee remittance to City shall be accompanied by a statement detailing Gross Revenue from Customers direct-billed by Company for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Company shall maintain copies of all Billing and Collection records for five (5) years, following the date of billing, for inspection and verification by City at any reasonable time upon request.

3.6 **Other Fees**

City shall reserve the right to set other fees, or further adjust the Franchise Fee and AB 939/SB 1383 Fee beyond the regular annual adjustments described above as it deems necessary, to the extent that such further adjustments are also included in the adjustments to the approved rates.
ARTICLE 4
DIRECT SERVICES

4.1 Services to be Provided by Company - General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within City are provided reliable, courteous and high-quality Solid Waste Collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

All Collection systems shall comply with CalRecycle requirements under SB 1383 as described in Exhibit 9.

4.2 Residential Services

4.2.1 Residential Cart Collection

Company shall provide all Customers at Single Family and Multi-Family Dwellings without Bin Service with Cart Service sufficient for each Customer’s volume of Solid Waste. Customers may select 35, 60, or 96-gallon Carts. See Section 4.7.4.1 for Cart selection procedures. For new Customers that are added after the initial Container roll-out, the 96-gallon shall be the default Cart size, if the Customer does not request a smaller size. Collection frequency shall be not less than once per week from Company-provided Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in the alley. If there is a dispute between Customer and Company as to whether Cart or Bin service shall be provided, or the proper location for Cart placement, City will make the final determination. Multi-Family Dwelling Unit
Customers receiving Refuse Cart services are entitled to the same services as Single Family Dwelling Unit Cart Customers and will pay the same rates. In addition to the Container Collection requirements included in Exhibit 9, Single Family and Multi-Family Cart Customers may place four (4) bundles of Yard Waste adjacent to their SSGCOW Green Container on their regularly scheduled Collection day. Each bundle shall be no larger than twenty-four (24) inches in diameter and thirty-six (36) inches in length.

4.2.2 Additional Carts

Cart Customers that regularly require more than one Refuse, Recycling, or Organics Cart may request additional Carts for an additional charge per Cart per month in accordance with the approved rate schedule.

4.2.3 Residential Collection Services

The Company shall provide Residential Premises Cart Customers with the Collection program described in Exhibit 9 Option 1: Three-Container System (Blue, Green, and Gray/Black Containers), and shall comply with the Processing, Transfer, Disposal, and facility standards contained in Exhibit 8 specific to this Collection system.

4.2.4 Cart Overage

Residential Premises Cart Customers may periodically generate more material than will fit in the Refuse Cart(s). Residential Premises Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of five (5) large bags (30- to 40-gallon), or barrels of Source Separated Refuse. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for two weeks beginning December 26. This service is limited to material that could otherwise be placed in the Refuse Carts, and not Bulky Items which are Collected in accordance with Section 4.2.7.

Residential Premises Cart Customers that exceed the Refuse overage pickups provided at no additional charge, or that do not schedule an overage pickup twenty-four (24) hours prior to their regularly scheduled Collection day, shall be notified that they may be charged for the pickup in accordance with the approved rate schedule.
Company will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon initiation of new Collection services.

4.2.5 Holiday Tree Collection Program

Company shall Collect all holiday trees discarded by Single Family and Multi-Family Dwelling Unit Customers on the regularly scheduled weekly Collection days from the first Collection day following December 25 through the second Friday in January, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.2.7. Holiday trees must be removed from stands; cut into lengths no longer than six (6) feet; and, be free of ornaments, garlands, tinsel, flocking, or other decorations. The Company shall not be required to Collect holiday trees that do not meet the aforementioned criteria. The Company shall affix a non-Collection notice to any non-Collected tree informing the Customer of the reason(s) for non-Collection. Company may charge City-approved Rates to return and Collect a previously non-Collected holiday tree that has been corrected and set out. Company shall Process all holiday trees that are properly set out for Collection as Organic Waste in accordance with Exhibit 8.

4.2.6 Private Property Service

4.2.6.1 Qualified Disabled Cart Customers

Company shall provide disabled Cart Customers with private property service at no additional charge. Company will remove Refuse, Recyclable Materials and Organic Waste Carts and Yard Waste bundles from Customer’s outdoor storage area, place them out for Collection, and return Containers to Customer’s outdoor storage area (which shall not be a public right-of-way or street) after Collection, ensuring that all doors or gates are closed securely. Company shall not enter garages.

To be eligible for this service, the Cart Customer shall provide a letter to the Company from a licensed physician certifying that he or she is unable to move his/her Carts to the curb. For all forms of eligibility, Customer must certify that there is no other capable person living in the Residential Premises. Company may require each eligible person to provide a new letter from a physician on an annual basis in order to maintain eligibility for backyard service.
Authorization for residents to participate in this optional program shall come from the City in writing and information on this option shall be provided to Customers by the Company upon request. Company will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to City prior to distribution to Customers. New Customers shall be notified of this option upon requesting service.

4.2.6.2 Non-Qualified Cart Customers

Non-qualified Cart Customers may request private property service and shall pay the Non-Qualified Private Property rates included in the approved rate schedule.

4.2.7 On-Call Bulky Item Pickup

Company shall provide Bulky Item pickup service to all Single Family and Multi-Family Dwelling Unit Customers. Each Residential Cart Customer, and Single Family Dwelling Unit Customers with Bin service, shall be entitled to four (4) Bulky Item pickups per calendar year at no additional charge. Multi-Family Customers are entitled to the equivalent of one Bulky Item pickup per calendar year for each dwelling unit in the building, at no additional charge; either Owner, manager or individual Dwelling Units may request service. Multi-Family Customer Bulky Item pickups are a total count for the entire Multi Family complex; Multi-Family complexes may allocate the Bulky Item pickups as needed among individual tenants.

Customers may put out up to four (4) Bulky Items at each pickup, or 10 bags of Refuse. Company may instruct Customers to provide Company with a minimum of two business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) notice for the items which shall be scheduled for Collection by the Company no later than two business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) from notice by Customer. Company shall Collect all Bulky Items as defined in Section 1.16 including items referred to as Electronic Waste or “E-Waste” as defined in Section 1.47, and Universal Waste or “U-Waste” as defined in Section 1.110. The following provisions shall apply to this program:

- No single item that cannot be handled by two workers will be accepted.

- The following items will not be picked up: Hazardous Materials, including waste oil or anti-freeze. For the purposes of this section, Universal Wastes such as
fluorescent bulbs, household batteries, and televisions, monitors and other items referred to as “E-Waste” are not considered hazardous and will be Collected by and Disposed of in accordance with this section as well as Sections 4.2.8 and 4.2.9 by Company.

Residential Premises Customers that exceed the number of free pickups may be charged the Residential Bulky Item fee included in the approved rate schedule.

Company will notify all Residential Premises Customers annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon request of Collection services.

4.2.8 Bulky Item Diversion

Bulky Items Collected by Company in accordance with Section 4.2.7, or otherwise Collected under this Agreement, may not be landfilled or Disposed of until the following hierarchy of Diversion efforts has been followed by Company:

1) Reuse as is
2) Disassemble for reuse or Recycling
3) Transport Bulky Items and reusable items to the appropriate Designated Facility for Reuse, Processing
4) Transport Yard Waste to the Designated Organic Waste Processing Facility for Processing
5) Transport Paper Products to the Designated Source Separated Recyclable Materials Processing Facility for Processing
6) Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

Company shall ensure that Bulky Items containing Freon, such as refrigerators, freezers and dehumidifiers, are safely dismantled, and hazardous/toxic materials are Disposed of in accordance with all current and future regulations.
4.2.9 Disposal of Electronic and Other Special Wastes

Company shall Divert waste requiring special handling, such as Electronic Waste, or "E-Waste," Collected in accordance with Sections 4.2.7 and 4.2.8, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by landfilling.

Company may encourage Customers through public education materials to bring small items requiring special handling, such as fluorescent bulbs or batteries, to a local HHW drop-off center, but will properly Process such material received through the provision of services under this Agreement at no additional charge.

4.2.10 Sharps Collection Program

Company shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Company shall also make Sharps containers available at pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) containers at no additional charge per year. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three month period.

4.3 Residential Premises Bin and Commercial Services

For the period of July 1, 2021 through December 31, 2021, the Company shall transition Residential Premises, Multi-Family, and Commercial Bin Customers that receive commingled Refuse and Recyclables service to the Source Separated Collection program described in Exhibit 9 Option 1: Three-Container System (Blue, Green, and Gray/Black Containers), and the facility standards contained in Exhibit 8 specific to this Collection system. In the event during the Term of this Agreement including Agreement extensions granted by the City, the Company develops or contracts with a High Diversion Organics Waste Processing Facility, the Company may offer, with advanced City written approval, commingled Refuse and Recyclables services to Bin Customers as described in Exhibit 9 Option 2: Two-Container System for SSGCOW and Mixed Waste (Green and Gray/Black Containers), and the facility standards contained in Exhibit 8 specific to this Collection system.

4.3.1 Bin Collection

Company shall provide Bin Service, sufficient for each Customer's volume of Solid
Waste, to Single Family Dwelling Unit Customers that request this service, Multi-Family Customers not receiving Cart service, and Commercial Customers. Single Family Customers receiving Bin service are entitled to all services provided to Residential Cart Customers as set forth in Section 4.2 of this Agreement. Company shall Collect and remove all Solid Waste that is placed in Bins from the property of Customers receiving Bin Service, at least once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a default or violation of this Agreement. Customers may lease from Company or third parties compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Agreement. Collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.9.

4.3.2 Commercial Premises Cart Service

As an alternative to Bin service, Company shall offer Collection in Carts to Customers at Commercial Premises that do not have space for, or do not generate enough waste to require the use of Bins for Collection at rates shown in Exhibit 2. If Company and Customer have a disagreement as to whether a Cart is appropriate, or if City determines the Collection in a Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Cart may occur. Commercial Cart Customers are not entitled to the other services provided to Residential Cart Customers as set forth in Section 4.2 of this Agreement. Commercial Cart service must comply with the Container requirements set forth in Exhibit 9.

4.3.3 Roll-off Box Service

Company shall provide exclusive permanent and temporary Roll-off Box Collection service upon request for Collection of Source Separated Refuse, Recyclable Materials, and Organic Waste. Company must deliver a temporary Roll-off Box to a Customer within one business day (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of request. Company may not charge for any services not listed in the rate schedule without prior approval of the City.

Company will provide standard 10-, 30- and 40-cubic-yard standard Roll-off Boxes.
provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction devise, is not included in this Agreement. Providing service to such compactor Roll-off Boxes is included.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Roll-off Box in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Roll-off Box shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

4.3.4 Temporary Bin Service

Company shall provide exclusive temporary Bin Service to Customers upon request for Collection of Source Separated Solid Waste. Company must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or holidays listed in Section 4.7.1), if requested by 12:00 noon; otherwise delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Bin in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Bin shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

4.3.5 Overflowing Containers

A Container may be considered overflowing when Solid Waste projects above the rim of the Container in a manner that impedes the complete closure of its lid and/or when Solid Waste is placed outside the Container and/or allowed to accumulate making access to Container unsafe for Collection. Beginning January 1, 2022, Customers that regularly produce more Solid Waste than their current level of service can accommodate may have their service level increased, and be charged the Bin or Cart Overage Fee, and Bin Overage Cleanup Fee in accordance with the following procedure:
First Incident—If more material is placed for Collection than fits in a Container or Cart (unless Collection of the overage has been properly arranged under Section 4.2.4), Company shall photograph the overflowing Container, Collect the Solid Waste, and notify the Customer via red tag, text, letter (at both the service and Billing addresses) or email. Notification will include information approved by the City but at a minimum will include, time and date of occurrence, direct contact number of recycling manager, instruction on how to request a copy of the picture documenting overage, and notification that the next instance of an overflowing Container may result in a charge, and possibly in an increase in the level of service. If the Container overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Container, Company may charge the Bin Overage Cleanup fee in the approved rate schedule.

Second Incident—Upon the second event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.2.4), Company shall notify the Customer via red tag, text, letter (at both the service and Billing addresses) or email. Notification will include information approved by the City, but at a minimum will include, time and date of occurrences, direct contact number of recycling manager, instruction on how to request a copy of picture documenting overage, and notification that service levels may automatically increase or Bin or Cart Overage Fee may be assessed. If the Container overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Container, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Solid Waste was left beside the Cart for Collection other than as permitted under Section 4.2.4, Company may charge the Bin or Cart Overage Fee in the approved Rate Schedule.

Customers that subscribe for services with Company during the term of this Agreement, and any extensions to this Agreement, will not be charged the Bin Overage Fee for the first six (6) months of service.

In the event this Section gives rise to a dispute between Company and a Customer, City shall settle the dispute in accordance with Section 5.2.3.

4.3.6 Holiday Tree Collection Program

Company shall Collect all holiday trees discarded by Commercial Customers on the regularly scheduled weekly Collection days from the first Collection day following
December 25 through the second Friday in January, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.2.7. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them. Company may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet and that tinsel, ornaments and stands be removed prior to placement at Collection point (curb, beside Bin or as otherwise determined by Customer and Company). Trees larger than seven (7) feet, which have not been cut by Customer in pieces seven (7) feet or less, shall be Collected as Bulky Items under Section 4.2.7. Company shall Process all holiday trees that are properly set out for Collection as Organic Waste in accordance with Exhibit 8. Holiday trees with flocking, tinsel, ornaments or stands attached may be landfilled.

4.3.7 Scout Vehicles

Company shall provide scout service at no additional charge, whereby Company will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection, or Collecting directly from Container storage location, or retrieve a Container when operationally required in order to safely position the Container for Collection.

If Company must place a Container in the public right-of-way to facilitate Collection, Company shall make all reasonable efforts to replace the Container in the Customer Container storage location within one (1) hour. Under no circumstances shall the Company permit the Container to remain in the public right-of-way over three (3) hours. If the Container is stored under a chute for Collection, the Container must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Company adding or removing this service for any Customer.

4.3.8 Bin Pushout Service

Company shall provide Bin pushout service, whereby Company will move Bins manually to facilitate Collection. This service is provided at no additional charge to the Customer.
4.3.9 Locking Bins

Company shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service at no additional charge.

4.3.10 Return Trip Fee

Company may charge a fee, per the approved rate schedule, in the event that Company arrives on time for a scheduled Collection of Carts, Bins or Roll-off Boxes, and is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer’s control, and Company must return a second time for Collection. Charge may be assessed for the trip, not per Container, in the event of a Customer with multiple Containers. If Company attempts to contact Customer to confirm that the Container is accessible, but Customer is non-responsive, Company need not return that day and, therefore, may not charge the return trip fee.

4.3.11 Food Recovery Assistance

1) No later than January 1, 2022, Company shall identify all Commercial Customers that meet the definition of Tier One and Tier Two Commercial Edible Food Generators and provide a list of such Customers to the City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).

2) Commencing January 1, 2022 and at least annually thereafter, Company shall cooperate with City and/or its consultants to conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024 and at least annually thereafter, Company shall expand its assistance to include Tier Two Commercial Edible Food Generators.

3) At least annually, the Company shall provide Commercial Edible Food Generators with the following information:
   - Information about the Company’s and/or City’s Edible Food Recovery program;
• Information about the Commercial Edible Food Generator requirements under 14 CCR Chapter 12 Article 10;

• Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

• Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

4) The Company may provide the education information required by this section (subsection 2 above) by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Commercial Businesses.

5) Company shall cooperate with the implementation, expansion, or operation of Food Recovery efforts in the City, Food Recovery Organizations, and/or Food Recovery Services.

4.4 City Services

4.4.1 City Facilities Collection

Company shall provide Solid Waste, Source Separated Recyclable Materials, and SSGCOW Collection and Disposal/Processing service for materials generated at Premises owned and/or operated by City now and in the future at no additional charge. Company shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Company and City.

Company shall provide, at City’s direction, Solid Waste Collection, transport, Disposal, Processing and consulting services entailing:

1) Collection of Solid Waste from all City facilities and parks at least once per week or more frequently if required or requested by City staff;

2) Collection of SSGCOW and Source Separated Recyclable Materials from City
facilities and parks;

3) Roll-off box or Container services to City; and,

4) Collection and proper Disposal of Electronic Waste such as defined in Section 1.47, Universal Wastes such as defined in Section 1.110, and other items that would be considered Household Hazardous Waste as defined in Section 1.66, that are generated by, and placed for Collection at, City facilities.

5) Provide and Collect 40-yard Roll-Off Box at the City Yard containing City’s street sweepings, as needed.

4.4.2 City Sponsored Events

Company shall provide Solid Waste, Source Separated Recyclable Materials, , and SSGCOW Collection and Disposal/Processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and Dispose of, or Process, all Refuse. Company shall provide Collection Containers for the Collection of Recyclable and SSGCOW. All events listed below are annual unless otherwise documented. City-sponsored events include, but are not limited to:

- Farmers’ Market (weekly)
- Chinese Lunar New Year
- Spring Easter Eggstravaganza
- 4th of July Fireworks
- National Night Out
- Latino Heritage Festival
- Pumpkin Run and Halloween Fest
- Recycles Event
- Movies in the Park (annual over a 5 week period)
- Concerts in the Park (annual over a 5 week period)
• Memorial Day
• Veterans’ Day
• 626 Golden Streets (this is not an annual event, and Company shall provide service as requested by City.)

4.4.3 Neighborhood Cleanups

Company shall supply up to eight (8) forty (40) yard Roll-off Containers per Rate Year (or alternative numbers and sizes of Containers if requested by the City in an equivalent total capacity per Rate Year) for Refuse, Recyclable Materials, and Organic Waste for annual City sponsored neighborhood cleanups at no additional cost to City.

Dates and locations of events shall be determined by City. City staff shall inform Company of the date and location for each annual event.

All material Collected must be transferred, Processed, and/or Disposed in accordance with Exhibit 8.

4.4.4 Shredding Service Event

Company shall provide an on-site mobile shredding service for use by City residents (a “Shredding Event”) one (1) time per calendar year at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the City’s designee, in his or her reasonable discretion, and should be for a minimum of three (3) hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Company shall reschedule the Shredding Event to a date, time and location designated and approved by the City’s designee. The Shredding Event shall be conducted at Company’s sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the City’s designee. Prior to each Shredding Event, Company shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event, and shall procure all necessary insurance coverage. Each Shredding Event shall be designed to accommodate up to a maximum of five (5) “Bankers” boxes of paper or other media suitable for shredding from each Residential and Multi-Family Premises Customer within the City that is participating in the Shredding Event. Residents participating in the Shredding Event must be able to visually observe the materials they delivered to the Shredding Event.
Company shall publicize each Shredding Event through methods, and using materials, approved by the City’s designee, at no cost to the City. Shredded paper from these events shall be Recycled and not Disposed or used as ADC or AIC.

4.4.5 Compost Giveaway

Company shall conduct at least one Compost giveaway event per calendar year at no additional charge. City residents will be allowed to fill up their containers on a first-come, first-serve basis. Company shall provide at least one forty (40) cubic yard Roll-Off Container of Compost material delivered to a location designated by the City for each event. Any Compost material remaining after event shall be utilized by the City. The Compost giveaway events will be coordinated with the City and may be held in conjunction with other City events.

4.4.6 Large Venue and Event Assistance, Event Recycling

Company shall assist City planners of Large Venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering Disposal quantities generated at such events at no additional charge.

4.4.7 Compost Workshops

Company shall conduct one onsite Compost workshop per calendar quarter for City residents and homeowners’ associations.

4.4.8 Battery Recycling Program

Company shall provide as many battery Recycling containers as requested by City, for placement at City facilities for no additional cost. The program will include placing, maintaining and servicing drop boxes at locations to be designated by the City. This program does not include the Disposal of automobile batteries.

4.4.9 Community Development Department Reviews

Company, upon City’s request, shall assist the City in the review of applicants’ plans for projects covered by Public Resources Code § 42911, including Residential and Multi-Family, and Commercial projects, to provide for effective and economical
accumulation and Collection of Recyclable Materials, Organic Waste and Solid Waste, including Recyclable Solid Waste.

4.4.10 Medication Takeback Program

Company will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Promotional activities will include: posting on Company’s website, inclusion in the Annual Brochures/Mailings mailed to each Residential Premises Customer, Billing inserts, social media targeted outreach, and press releases to local news outlets.

4.4.11 Provision of Recovered Organic Waste Products

Company shall procure on behalf of the City sufficient quantities of California derived Compost, Mulch, and/or RNG to meet the City’s per capita annual Organic Waste product requirement contained in SB 1383 (14 CCR Section 18993.1), and to comply with specifications of these materials as defined in SB 1383 during the term of this Agreement including Agreement extensions granted by the City.

4.4.12 Company Warranty of Recovered Organic Waste Products

Company shall provide assurance through the execution of a liability waiver stating that all Organic Waste products provided by the Company and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of the City and meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3). The Company shall indemnify and hold harmless the City against any claims arising from contaminated recovered Organic Waste products provided by the Company as set forth in Section 9.1.

4.4.13 Annual Food Drive

Company shall work with local non-profit groups to assist local food banks. Assistance by Company may include, but is not limited to, employee food drives, meal preparation, and preparation and distribution of holiday food baskets.

4.4.14 Summer Internship Program

Company shall work with the City to select an Alhambra student to participate in an
eight (8) week summer internship program for Company. Summer intern shall be over eighteen (18) years of age, work no more than twenty (20) hours per week during internship, and shall be paid the required local area minimum wage by the Company.

4.4.15 Annual Scholarships

Company shall offer five (5) scholarships in the amount of one-thousand dollars ($1,000) each per Rate Year to college-bound seniors attending Alhambra high schools. Student application requirements will include submission of an environmentally themed essay which Company will advertise via social media, newsletters, and via the City’s website. Company shall partner with the City to identify members of the community to review scholarship applications and make recommendations.

4.4.16 Facility Tours

Company shall offer and promote to the community and Alhambra K-12 schools free educational tours of the Company’s local facilities.

4.4.17 Preparation of CalRecycle Electronic Annual Report

Company shall prepare in its entirety, and submit to City for approval, the CalRecycle Electronic Annual Report (EAR). The EAR is due to CalRecycle on August 1st of each year. Franchisee shall provide a draft of the EAR for City approval by July 1st of each year. Franchisee shall assist the City in responding to questions from CalRecycle regarding the EAR.

4.4.18 Alhambra Business Corridor Beautification Program

On a quarterly basis at no additional charge, Company shall power wash all sidewalks at the following locations in the Alhambra Business Corridor:

- Main Street from Garfield Ave. to 4th Street
- Garfield Ave., a half a block north of Main Street and half a block south of Main Street
- Valley Blvd. one block west of Garfield
Company shall ensure that power washing is completed in a manner which complies with the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time.

4.4.19 Alhambra Downtown Business Association Workshops

Company shall partner with the Alhambra Downtown Business Association to host free semi-annual on-site workshops for all Commercial businesses. Workshop presenters will provide educational materials, website, and social media channels describing the requirements of AB 341, AB 1826, and SB 1383. Company shall recognize businesses that have implemented regulatory compliant programs and demonstrated environmental leadership in the quarterly newsletter (Section 5.3.4.2), and in-person at the business establishment.

4.4.20 Food Scraps Kitchen Pails

Food Scraps do not have to be bagged before being placed in the Residential Premises Cart Customers’ Green Container. Company shall provide each Single Family Residential Premises Cart Customer, and other Residential Premises Customers upon request, with a kitchen Food Scraps pail to facilitate transfer of Food Scraps to the Green Container. Customers requesting additional or replacement kitchen Food Scraps pails may be charged the “Kitchen Food Scraps Pail Replacement” fee included in the approved rate schedule. Company shall make available a maximum of five hundred (500) kitchen Food Scraps pails per year for Company-sponsored City events at no additional charge.

4.5 Minimum Diversion Requirements

Company shall Divert from landfilling a minimum of thirty percent (30%) of all Solid Waste it Collects under this Agreement excluding Construction and Demolition Debris. Compliance will be measured on a calendar year basis, beginning with calendar year 2022 (the initial six (6) month period from July 1, 2021 to December 31, 2021 shall be a phase-in period). Solid Waste Collected shall only be considered to have been Recycled or Diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City’s Diversion goals. The Company shall make reasonable efforts to assure that Recyclable Materials are transported, handled and Processed at a suitable Facility, so as to prevent or minimize the amount of such materials taken to a landfill and to maximize Diversion credits for the City.
Company shall provide documentation to the City within 30 days of the end of each calendar year stating and supporting that calendar year’s Diversion rate. Diversion from sources other than Company’s Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials Diverted by other Solid Waste enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of Self-Haulers) is not to be counted as Diversion achieved by Company. Transformation may be used as a method to achieve the minimum Recycling requirements to the extent that is allowable as Diversion as defined by CalRecycle.

Company shall Divert from landfiling the State-mandated Construction and Demolition Diversion percentage of all Construction and Demolition Debris loads Company Collects under this Agreement.

Upon the request of either Party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste composition data provided by Company, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of Processing material to achieve the required levels of Diversion, emerging methods of Processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Company and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

If these Diversion requirements are not met, City may instruct Company to initiate new programs at Company’s expense in order for this goal to be met on a consistent basis.

4.6 Marketing and Sale of Recyclable Materials

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.
4.7 Operations

4.7.1 Schedules

To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 6:00 A.M. to 6:00 P.M. Monday through Friday. Solid Waste shall only be Collected from Commercial Premises between 6:00 A.M. to 6:00 P.M Monday through Saturday. Company may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week.

Company shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City once annually upon 30-day written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports or complaints. If the plan is determined to be inadequate by City, Company shall revise plan incorporating any changes into a revised plan and review said revised plan with City within thirty (30) calendar days.

4.7.2 Missed Pickups

When notified of a missed pickup prior to 12:00 p.m., Company shall Collect the Refuse, Recyclable Materials, and/or Organic Waste that was not Collected the same day by 6:00 p.m. If notified after 12:00 p.m., Collection must take place no later than noon of the next Collection day (excludes only Sundays and holidays listed in Section 4.7.1 and, for Residential Cart Customers, Saturday).

4.7.3 Vehicles

A. General. Company shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms as described in Company's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Company's Proposal shall be done so at Company's sole expense. Company shall have available on Collection days sufficient back-up vehicles
for each type of Collection vehicle used to respond to complaints and emergencies.

B. **Specifications.** Company shall operate no vehicles within the City over 10-years in age during the term of this Agreement. By the end of the first year of service, all route Collection vehicles used by Company in providing Refuse, Recyclable Materials, Organic Waste, and other Discarded Materials Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use exclusively Compressed Natural Gas (CNG), electricity, or RNG. Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Company’s Collection vehicles shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.

C. **Vehicle Identification.** Company’s name, local telephone number, and a unique vehicle identification number designed by Company for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. No advertising shall be permitted other than the name of the Company except promotional advertisement of the Recyclable Materials and Organic Waste programs, other programs specific to the City, or information requested by City. All advertisement must be approved by the City. City may request changes to the vehicle advertising up to two (2) times per year. Company shall not place City’s name and/or any City logos on Company vehicles.

D. **Cleaning and Maintenance**

1) Company shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

2) Vehicles used for Collection shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Company shall also make vehicles available to the Los Angeles
County Health Department for inspection, at any frequency it requests. Company agrees to replace or repair to the City’s satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

3) Company shall repaint all vehicles used for Collection as needed to maintain a clean and neat appearance, and within thirty (30) days' notice from City, if City determines that their appearance warrants painting.

4) Company shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions in accordance with the manufacturer’s specifications and schedule. Company shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.

5) Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Company shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

6) Company shall clean up any leaks or spills from its vehicles per NPDES permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

7) Upon request, Company shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

E. **Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.
Company equipment used for Collection services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Company shall store all equipment in safe and secure locations in accordance with City’s applicable zoning regulations.

Subject to Section 9.1, Company shall be responsible for any damage, other than normal wear and tear, resulting from or directly attributable to any of its operations, and which it causes to: City’s driving surfaces, whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.

F. City Inspection Per Code. City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with, and its return to service has been approved by the City.

G. Vehicle Inspections. Upon City request, Company shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Company receives a terminal rating below satisfactory, the Company is in violation of the Agreement. The Company has the time allowed by the Department of California Highway Patrol (“CHP”) to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Company shall be considered in default of the contract and the City may terminate the Agreement.

H. Correction of Defects. Following any inspection, the City Manager, or the City Manager’s designee, shall have the right to cause Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council,
whose decision shall be final. City Manager’s determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

4.7.4 Company-Provided Containers

4.7.4.1 Carts

A. Cart Selection, Distribution and Exchanges. Company shall provide Customers with Carts at no extra charge.

Prior to the start of service under this Agreement, Company shall mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by Customer by specified date, Customer will retain the same level of service currently provided.

Customers may each request one free exchange in Cart sizes for six months after the initial Cart is delivered. One exchange includes all Cart size changes included in the same Customer request and may include changes made to any number of the Customer’s Carts. If a second request is made, or if a request is made following the initial six-month period, Company may charge for each request, regardless of the number of Carts exchanged, in accordance with the Rate Schedule. If the exchange request only includes the changes listed below, the exchange fee shall be waived:

- Increase in Recycling Cart size or number;
- Increase in number of Organic Waste Carts;
- Decrease in size or number of Refuse Carts; and/or,
- Removal of any Cart without replacement.

This procedure shall be described in the initial Cart mailing and in public education materials during the initial six-month window.

B. Cart Design Requirements. The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts in poor condition to be used in the City at any time during the term of this Agreement, and may require Company to replace such Carts. Company shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383.

C. Capacity. References to Cart sizes of 32-, 64-, or 96-gallons are approximate.
Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40 gallons,
- 60 to 70 gallons, and
- 90 to 101 gallons.

D. **Cart Handles.** The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

E. **Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

F. **Cart Colors.** The Refuse, Recyclable Materials and Organic Waste Carts or Cart lids will be differentiated by color. Cart bodies and lids shall be consistent in color.
Refuse Carts shall be black, Source Separated Recyclables Carts shall be blue, and Source Separated Organics Carts shall be green. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383 (14 CCR Section 18984.7).

G. **Cart Labeling and Hot Stamping.** Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., Refuse, Recyclable Materials, Organic Waste) in English, Spanish, and Mandarin. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 (14 CCR Section 18984.8) throughout the term of this Agreement.

H. **Cart Performance Requirements.** All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

I. **Cart Load Capacity.** Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

<table>
<thead>
<tr>
<th>Cart Size (Gallons)</th>
<th>Minimum Load Capacity (LBS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>90-101</td>
<td>200</td>
</tr>
<tr>
<td>60-70</td>
<td>130</td>
</tr>
<tr>
<td>30-40</td>
<td>70</td>
</tr>
</tbody>
</table>
J. Cart Durability. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart’s intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

K. Chemical Resistant. Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

L. Stability and Maneuverability. The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly
distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

M. **Lid Performance.** Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;

- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

4.7.4.2 Cart Reparability or Replacement

Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within two (2) business days of notification (excluding Saturday, Sunday and holidays listed in Section 4.7.1), and for graffiti removal within two business (2) days of notification, at no additional charge to the Customer or to City, unless Company can demonstrate to the City Manager beyond a reasonable doubt that the damage or loss was due exclusively the Customer’s intentional or negligent behavior. City Manager shall make the final determination. If City permits a repair or replacement charge to be assessed against a Customer, charge shall be no more than the actual cost of repair or the Company’s purchase price for a new Cart, whichever is lower. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Company upon Customer request at no additional cost to Customer.

All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

4.7.4.3 Bins

A. **Cleaning.** Company shall provide Customers with Bins required during the
term of this Agreement. The size of Company-provided Bins shall be determined by mutual agreement of Customer and Company, and shall be subject to City approval. Company may utilize Split Containers to provide Source Separated Refuse and Recyclable Materials Collection to Customers that cannot accommodate separate Refuse and Recyclable Materials Containers. The Refuse and Recyclable Materials shall be Collected on the appropriate routes for the material type, and under no circumstances shall be commingled. Split Containers shall be billed according to the Refuse volume per the approved rate schedule. Company shall maintain Bins in a clean, sound condition free from putrescible residue. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Company shall clean Customer Bins at the rates shown in the approved rate schedule. Company shall perform cleaning, repainting, or replacement of Bins as necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Company shall remove graffiti from any Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of request by City or Customer. Company is required to proactively look for graffiti when Collecting Bins, with all graffiti removed from Containers no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) after any Collection without notification.

B. Bin Identification and Color. Each Bin placed in City by Company shall have the name of Company and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bins shall be labeled to include trilingual (English, Spanish and Mandarin) and graphic instruction on what materials should and should not be placed in each Bin. Company shall repaint Bins upon City’s request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color, and all Recyclable Materials and Organic Waste Bins shall be painted a different, uniform color.

SB 1383 compliant Bins may be phased-in in accordance with the schedule described in SB 1383 (14 CCR Sections 18984.7 and 18984.8).
4.7.4.4 Roll-off Boxes

Company shall provide sufficient Roll-off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Company in letters not less than three (3) inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Company shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code. Company shall remove graffiti from any Roll-off Box within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of request by City or Customer. Company is required to proactively look for graffiti when Collecting Roll-off Boxes, with all graffiti removed from Roll-off Boxes no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) after any Collection without notification.

SB 1383 compliant Roll-off Boxes may be phased-in in accordance with the schedule described in SB 1383 (14 CCR Sections 18984.7 and 18984.8).

4.7.5 Litter Abatement

A. Minimization of Spills. Company shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Company shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Company shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

B. Clean Up. During the Collection or transportation process, Company shall clean up litter in the immediate vicinity of any Solid Waste storage area whether or not Company has caused the litter. Company shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Company may charge Customers the Bin Overage Fee in accordance with the approved rate schedule for the cleaning of Container enclosures or around the Container if it is littered due to overflowing Containers. Company may address habitual offenders in accordance with Section 4.3.5.
C. **Covering of Loads.** Company shall properly cover all open debris boxes during transport to the Disposal Site.

4.7.6 **Personnel**

A. **Qualified Drivers.** Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B. **Hazardous Material Employee Training.** Company also agrees to establish and vigorously enforce an educational program which will train Company’s employees in the identification of Hazardous Material. Company’s employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly Dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

C. **Customer Courtesy.** Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

D. **Training.** Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

E. **Unauthorized Material Removal.** Company shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.7.7 **Reserved**

February 22, 2021

City of Alhambra
4.7.8 Identification Required

Company shall provide its employees, companies and Subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. All Company employees shall wear clothing bearing the Company name and/or logo at all times while in the City and providing services under this Agreement. City may require Company to notify Customers yearly of the form of said identification. Company shall provide a list of current employees, companies, and Subcontractors to City upon request.

The City reserves the right to perform a security and identification check through law enforcement agencies upon Company and all its present and future employees, in accordance with accepted procedures established by the City, or for probable cause.

4.7.9 Fees and Gratuities

Company shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with Exhibit 2 as updated and approved by City throughout the Term of the Agreement.

4.7.10 Non-Discrimination

Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

4.7.11 Coordination With Street Sweeping Services

Company shall make reasonable efforts to coordinate route schedules with the City's street sweeping schedule. Company shall provide all routes and route schedules to the City and work with City to resolve conflicts with street sweeping schedules.

4.7.12 Change in Collection Schedule

Company shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change
in the day on which Collection occurs. Company will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City’s approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes in the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Company shall provide written notice of the change to affected Customers ninety (90) days in advance and shall publish the changes in a newspaper of general circulation.

4.7.13 Report of Accumulation of Solid Waste; Unauthorized Dumping

Company shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Company shall deliver the address or description to City within five (5) business days of such observation.

4.7.14 Anti-Scavenging Assistance

Company shall use all reasonable efforts to cooperate with the City’s Police Department and Code Enforcement Division to deter and significantly reduce scavenging or other unauthorized removal of Discarded Materials from Carts, Bins and Roll-off Containers provided to its Customers.

4.8 Contingency Plan

Company shall submit to City on or before the start of Collection services under the Agreement, a written contingency plan demonstrating Company’s arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency including labor disputes and the events described in Section 11.5.

4.9 Transportation of Solid Waste

The Company shall transport all Solid Waste Collected to the Designated Facilities. Company agrees to make all reasonable efforts to separate Recyclable Materials and
Organic Waste from Refuse for Diversion from landfill Disposal.

The Company shall maintain accurate records of the quantities of Solid Waste transported to permitted Solid Waste Facilities and will cooperate with the City in any audits or investigations of such quantities.

The Company shall cooperate with the operator of any Designated Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with it Hazardous Material exclusion program, and so forth.

4.10 Status of Disposal Site

Any Disposal Site utilized by Company, shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Any such landfill has been issued all permits from federal, State, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.

The Disposal Site is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste delivered to it by, or on behalf of, City for the term of this Agreement plus any extensions thereto.

4.11 Transfer, Processing, and Disposal

Company shall transport all Discarded Materials to the Designated Facility(ies) specified in Exhibit 8 and shall transfer, Process, and Dispose of Discarded Materials in accordance with this Section and Exhibit 8. If the Company does not own or operate one or more of the Designated Facilities, Company shall enter into a subcontract agreement with the owner or Facility operator of such Designated Facility(ies) and the requirements of this Section 4.11 and Exhibit 8 shall pertain to the Subcontractor. In addition, Subcontractor requirements or obligations related to indemnification (Sections 9.1, 9.2, and 9.3) and insurance requirements (Section 9.4) shall apply, as well as any other Subcontractor requirements or obligations stated in other sections of this Agreement.

The Designated Facilities shall comply with the following requirements.
Option 1: Three-Container System (Blue, Green, and Gray/Black Containers)

1. Designated Transfer Facility. Company’s Designated Transfer Facility shall be a Transfer Facility or operation that Transfers Single Family, Multi-Family, and Commercial Source Separated Recyclable Materials, SSGCOW, and/or Gray/Black Container Waste Collected in accordance with this Agreement.

2. Designated Source Separated Recyclable Materials Processing Facility (Blue Containers). Company’s Designated Recyclables Processing Facility shall be a Facility or operation that Processes Single Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.


4. Designated Disposal Facility (Gray/Black Containers). Company’s Designated Disposal Facility shall be a Disposal Facility that accepts Single Family, Multi-Family, and Commercial Gray/Black Container Waste Collected in accordance with this Agreement for Disposal.

Option 2: Two-Container System for SSGCOW and Mixed Waste (Green and Gray/Black Containers)

1. Designated Transfer Facility. Company’s Designated Transfer Facility shall be a Transfer Facility or operation that Transfers Single Family, Multi-Family, and Commercial SSGCOW and/or Mixed Waste Collected in accordance with this Agreement.


3. Designated High Diversion Organic Waste Processing Facility (Gray/Black Containers). Company’s Designated High Diversion Organic Waste Processing
Facility shall be a facility or operation that: (i) Processes Single Family, Multi-Family, and Commercial Mixed Waste Collected in accordance with this Agreement; and, (ii) is a High Diversion Organic Waste Processing Facility.

4.11.1 Processing Facility Temporary Equipment or Operational Failure Waiver

1. Notification to the City. The Company, or their Subcontractor (such as a Facility operator), shall notify the City of any unforeseen operational restrictions that have been imposed upon the Designated Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Designated Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Company or Subcontractor shall notify the City as soon as possible and no later than two (2) business days from the time of the incident. The notification shall include the following: (i) name of Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Designated Facility; (iii) date the Designated Facility became unable to Process Source Separated Recyclable Materials or SSGCOW; (iv) description of the operational restrictions that have been imposed upon the Designated Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Company anticipates the temporary inability of the Designated Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Company’s proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Section 8.1.H of Exhibit 8) or Company’s request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Designated Disposal Facility.

2. Use of Alternative Facility or Waiver for Disposal of Materials. Upon notification by Company or Subcontractor of the Designated Facility’s inability to Process materials, City shall evaluate the notification and determine if City shall require Company to use an Alternative Facility or allow the Company to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the City. Upon City’s decision, the City shall notify the Company of its requirement to use an Alternative Facility for Processing or to use the Designated Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed
Waste to be redirected to the Alternative Facility or Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed ninety (90) days from the date the Designated Facility’s Processing restriction or failure commenced. In such case, the Company must receive written permission from the City prior to depositing any Discarded Material in a Landfill.

3. **Record Keeping and Reporting.** Company shall maintain a record of any Designated Facility incidents and report this information to the City in accordance with Article 8.

### 4.11.2 Transportation to Non-Designated Facilities Prohibited

If Company Transports Discarded Materials to a Facility other than the Designated Facility(ies) or an Alternative Facility without prior City approval, Company’s failure to comply may result in assessment of liquidated damages as described in Section 11.4.

### 4.12 Commingling of Collection Routes

Company shall not commingle City Collection routes for any types of Solid Waste with routes servicing other cities, counties, or entities. If this is not feasible, upon approval by the City, Company may commingle routes, but must submit to City a detailed monthly report setting forth the breakdown of tonnage Collected from the commingled routes within thirty (30) days after the end of each month. Company shall have the methodology used to segregate the loads between jurisdictions approved in advance by the City.

### 4.13 Route Audit

Once during the first year and at City request (but not more than once every three years), Company shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Company providing routing and account information, and later, the
report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recyclable Materials, and Organic Waste)
- Cart condition;

For Bin and Roll-off Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Residential, Commercial, Roll-off);
- Service level per Company Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Company shall submit to
City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Name and addresses of Customers that do not have Source Separated Recyclable Materials Collection services and documentation of waivers if any for each account;
- Name and addresses of Customers that do not have SSGCWO Collection services and documentation of waivers if any for each account;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit for each Customer; and,
- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions) for each Customer.

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Company’s plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

4.14 Service Exceptions; Hazardous Material Notifications

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste service recipient, Company shall notify its service recipient in writing, at the time Collection is not made, through the use of a “tag” or otherwise, of the reasons why the
Collection was not made. Company shall comply with contamination monitoring requirements and protocols in Section 5.4.

B. Hazardous Material Inspection and Reporting. Company reserves the right to reject Solid Waste observed to be contaminated with Hazardous Material and the right not to Collect Hazardous Material put out with Solid Waste. Company shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Material, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Materials unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager or the City Manager’s designee. Company shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Material that may come into their possession.

C. Hazardous Material Diversion Records. Company shall maintain records showing the types and quantities, if any, of Hazardous Material found in Solid Waste and which was inadvertently Collected from service recipients within the City, but Diverted from landfilling.

4.15 Company/City Meetings

Company and City will meet monthly, or as otherwise requested by City staff for the term of this Agreement, to discuss concerns and comments. City reserves the right to increase or reduce the number of Company/City Meetings at any time during the term of this Agreement.
ARTICLE 5
OTHER SERVICES

5.1 Services and Customer Billing

5.1.1 Service Description

Company shall periodically, at least 30 days prior to the effective date of a rate change, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled or mandated to receive service under this Agreement a listing of Company's Collection rates, annual holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Company. Company shall include in each Residential Billing the phone number for residents to call for Bulky Item pickups.

5.1.2 Cart Billing

Company shall perform the Billing and processing of payments for all Customers receiving Cart service within the City's boundaries on a quarterly basis no sooner than the first day of the service period to be billed for. City shall not be responsible for or participate in the collection of charges for these services. All bills must carry a due date, not "due upon receipt," and shall be due no earlier than the forty-fifth (45th) day of the period to be billed for. Non-payment will be handled in accordance with Section 5.1.5.

5.1.3 Low Income Discount

Company agrees to provide Solid Waste services to households which apply and qualify for the discounted Cart Billing rate included in the approved rate schedule if the household income is equal to or less than the Department of Housing and Urban Development limit for "Very low income."

5.1.4 Bin, Roll-off and Temporary Services Billing

Company shall bill for Bin, Roll-off Box and temporary services and other special charges as permitted in Exhibit 2. Company shall bill monthly, no sooner than the first day of service and require payment no sooner than 30 days from the start of the service
period Billed for.

For Cart Customers or Customers without an account with Company who request temporary Roll-off Box or temporary Bin service, Company will accept major credit cards for payment. Individually serviced Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of the termination of service.

Customers sharing a Bin may request to be Billed separately for their share of service, based upon the number of businesses sharing the Bin, or as otherwise divided and agreed to among such Customers.

Bills must be itemized by Container size, frequency of service, and period billed for.

5.1.5 Suspension of Service Due to Non-Payment

Once a payment is 30 days past due (at least 75 days after the beginning of the service period Billed for, for Cart Customers, and at least 60 days after the beginning of the service period billed for, for Bin Customers), Company shall send a notice to both the service address and the billing address that service will be suspended if payment is not made within an additional 30 days (at least 105 days after the beginning of the service period Billed for, for Cart Customers, and at least 90 days after the beginning of the service period billed for, for Bin Customers). Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts. Company may assess late fees as follows: 1.5% per month on outstanding past due balances with such finance charge beginning to accrue 90 days from the date of invoice for Residential services and 60 days from the date of invoice for Commercial services, and may charge a re-start fee in accordance with the approved Rate schedule for re-establishing service that was discontinued due to non-payment. Company shall only be required to re-established service upon receipt of all past due amounts including accrued interest.

5.2 Customer Service

5.2.1 Customer Service Office

Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through
Friday, exclusive of holidays. A responsible and qualified representative of Company shall be available during office hours for communication with the public. Normal office hour telephone numbers shall be a toll free call. Company's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Company shall also maintain a toll free telephone number for use during other than normal business hours. Company shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. After-hour calls shall be responded to on the next business day (excluding Saturday, Sunday and holidays listed in Section 4.7.1).

5.2.2 Complaint Documentation

Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Company shall log all complaints received by telephone, and or email, and said log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint and the action taken by Company to respond to and remedy complaint. Missed pickups shall be included in this log.

All Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of receipt. Company shall log action taken by Company to respond to and remedy the complaint.

All Customer service records and logs kept by Company shall be available to City upon request and at no cost to City. City shall, at any time during regular Company business hours, have access to Company's City Liaison for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

5.2.3 Resolution of Customer Complaints

Disputes between Company and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City, including Company reimbursement to Customers for damages to personal property. The City's decision shall be final and binding. Company shall reimburse the City's legal and consultant costs for each City intervention in a dispute between Company and a Customer if the
City reasonably deems intervention is required and the Customer's dispute is valid.

Should Company and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this section is intended to affect the remedies of third parties against Company. To the extent that remedies are warranted through this Agreement, this section shall apply.

5.2.4 City Liaison

The Company shall designate a person to serve as agent and liaison between the Company and the City and shall maintain a telephone and a means, including but not limited to email, for contact at all times including during periods of strike or other emergencies. Company shall not change this designation without prior approval of the City, excluding cases of termination or promotion of the employee. City may request that Company change City Liaison, and shall have the right to approve the City Liaison, and such approval shall not be unreasonably withheld. The Company’s City Liaison shall meet with the City as necessary to effectuate the purposes of the Agreement.

5.2.5 Route Supervisor

Company shall designate in writing a route supervisor that shall be assigned exclusively to the City, and who shall be responsible for working with City’s designee to resolve Customer service related complaints. Route supervisor shall be accessible via cell phone, email, or radio in the field at all times. City shall be notified in advance of any change in Route Supervisor and shall have the right of approval, and such approval shall not be unreasonably withheld. City may require that Company change Route Supervisor.

5.2.6 Customer Service Representative for Transition

If requested by City, Company shall station a Customer service representative at City Hall for a three month period beginning one week prior to the roll-out of new services under this Agreement. City shall supply a desk and access to City telephone service. Customer service representative shall remain an employee of Company and Company shall provide such employee with access from the City’s Public Works office to
Company’s Customer service system, and radio or mobile phone access to Company’s City Liaison and Route Supervisor (see Sections 5.2.4 and 5.2.5).

5.2.7 Review of Generator Waiver Requests

Generators may submit requests for de minimis waivers, and physical space waivers to the Company. Company shall within ten (10) business days review the Generator’s waiver application and inspect the Generator’s Premises to verify the accuracy of the application. Company shall provide documentation of the inspection, including the Company’s recommendation to approve or deny the waiver request, and send this information to the City within fifteen (15) days of receipt of the Generator’s waiver application for the City’s review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Company’s recommendation. Company shall report information regarding waivers reviewed on a monthly basis, in accordance with Section 8.3.2.

5.3 Education and Public Awareness

5.3.1 General

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939, AB 341, AB 1826, and SB 1383 requirements. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with City in this regard.

Company shall maintain its own program of providing information relevant to Billing and Solid Waste services, issues and needs with its bills. All public education materials shall be approved in advance by City.

City may request Company to perform mailing services and if so able, provide not less than thirty (30) days’ notice to Company prior to the mailing date of any proposed mailing to permit Company to make appropriate arrangements for inclusion of City’s materials. City will provide Company the mailers at least fifteen (15) days prior to the mailing date. City shall normally bear the expense of reproduction and distribution of such additional information only to the extent it is clearly in excess of Company’s normal Billing costs.
5.3.2 Material Distribution Methods

Company shall use the following methods to provide education information to Customers. All materials are to be approved by the City prior to distribution.

1) Printed materials. Company shall provide printed education materials as described in this Section. The Company shall be responsible for the design, printing, and distribution of these materials. All Company printed public education materials shall, at a minimum, use recycled paper and/or be made of recycled material. The Company will use 100% post-consumer paper, and procure printed materials from local businesses. Company shall provide electronic copies of all print materials, and printed copies, in amount requested by City, for distribution at City facilities.

2) Electronic materials and website content. Company shall provide electronic and website content for education and outreach materials, which may include but is not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Company shall be responsible for the design, posting, and electronic distribution of these materials.

5.3.3 Non-English Language Requirements

The Company shall make all public education and outreach materials required by this Section available in English, Spanish, and Mandarin.

Upon City request, Company shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the City; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

5.3.4 Implementation Plan and On-going Education Requirements

5.3.4.1 Implementation Plan

a) Basic Plan and Schedule. No later than ninety (90) days prior to the initiation of services under this Agreement, Company shall provide City a written implementation plan for the transition of services required by this Agreement from the former Solid Waste enterprise to Company, which plan shall be in a form reasonably acceptable to City ("Implementation Plan"). The Implementation Plan shall detail the activities necessary for a smooth and seamless transition from City’s current waste hauler to
Company. The Implementation Plan shall also set forth the schedule for each of the activities listed in the Implementation Plan ("Implementation Schedule"). At a minimum, the Implementation Plan shall include all of the tasks listed in the Implementation Schedule that was included in Company’s Proposal. In addition, the Implementation Plan shall include any other task that City reasonably requests. A copy of the Implementation Schedule that was included in Company’s Proposal is attached to this Agreement as Exhibit 1.

b) Evolution of Implementation Plan. The City and Company anticipate that the Implementation Plan and Implementation Schedule may change prior to the service start date. As a result, the City and Company shall meet on a regular basis to discuss the Implementation Plan, Implementation Schedule, cooperation of the predecessor City-franchised waste haulers, and any other item reasonably requested by either the City or Company.

c) Shortfalls During Implementation Period, Remedial Action. City shall use reasonable business efforts to cooperate with Company in reaching the milestones set forth in the Implementation Plan. Notwithstanding the above, Company shall be solely responsible for implementing and reaching, the milestones set forth in the Implementation Plan and handling Customer complaints. Company shall have sufficient Solid Waste handling resources (i.e., vehicles, personnel and Containers) prior to the service start date, and shall use reasonable business efforts to ensure that the transition from the current waste haulers is efficient, clean and accordant with the service standards set forth in this Agreement. In the event Company is unable to meet these service standards during this transition, Company shall at its sole cost have on stand-by another Solid Waste Collection contractor, which while operating as a Subcontractor to Company, will assist Company in resolving any service shortfalls. Under no circumstances shall City be responsible for the resolution of Customer disputes relating to the Implementation Plan, except to the extent such disputes are directly attributable to City’s active negligence or gross misconduct. Nothing herein waives or limits the City’s rights and remedies to abate nuisance conditions or service shortfalls during the Implementation Plan period.

5.3.4.2 Ongoing Education Requirements

Company will provide a minimum of the following public education items to be developed at Company’s expense and distributed as indicated below:

- Initial Mailing – Company will prepare and mail an initial mailing to Customers
explaining the transition from the existing program to the new program. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.

- **Workshops** – Company will conduct a minimum of three (3) public workshops describing program changes, route changes, dates of program implementation, and other necessary information. Company will display new Containers to be distributed.

- **Instructional Packet Accompanying Company-Provided Containers** – An information packet shall be attached to each set of Carts distributed to a Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number.

- **Cart Instruction Markings** – Company will place stickers on, or hot stamp, Recyclable Materials and Organic Waste Carts to demonstrate to Customers which materials are and are not acceptable for placement in each Cart. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in both English, Spanish, and Mandarin. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

- **How-To Brochure** – Company will prepare and distribute a brochure packet to new Customers when they start service. Packet will contain updated information on how to use the Company-provided Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.

- **Annual Notice of SB 1383 Requirements** – Not less than once per year during each Rate Year, Company shall prepare and distribute to each Generator in the City a mailing that includes information specified in SB 1383 (14 CCR Section 18985.1(a)). Such mailer shall be distributed by Company to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units.

- **Annual Brochures/Mailings** – Not less than once per year during each Rate Year, Company shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday
schedules and other service related information. Separate brochures shall be
developed for Residential and Commercial Customers, reflecting the different
services provided to each group. Mailings should promote and explain: all Solid
Waste programs offered by City and Company (such as Recyclable Materials,
Organic Waste, Holiday Tree and Bulky Item Collections) describe in detail; the
environmental, regulatory, and other benefits of participating in Recycling; how
to properly dispose of Household Hazardous Material such as syringes, paint,
etc.; Collection schedules, including holiday schedules; Customers service
numbers; and the procedures to begin and terminate services. This brochure
shall be at least two (2) pages, and printed in full color. Company is responsible
for all associated costs.

- **Quarterly Newsletter** – Not less than four times per year during each Rate Year,
  Company shall be responsible for all costs incurred for the production and
  mailing of the City’s Quarterly Newsletter. The City reserves the right to direct
  the production of the Quarterly Newsletter to a contractor of the City’s choosing.
  The Company shall be required to coordinate distribution via U.S. Mail of the
  Quarterly Newsletter with a local mailing house, including furnishing
  Residential Premises Cart and Bin Customer mailing addresses.

- **Corrective Action Notice** – For use in instances where the Customer sets out
  inappropriate materials.

- **Company Representative** - Company shall provide a representative able to visit
civic groups, school assemblies (at the request of City), and homeowners’
associations, to promote and explain the Recycling programs, and participate in
demonstrations, and civic events.

- **Web Site Page** – Company shall dedicate one page of a Company web site to
  City services, including, at a minimum, listing contact names and numbers for
  Customer Service and information on Bulky Item Collection. The Company shall
  assist the City in establishing a link to this web page from the City’s web site.

- **Recycling Curriculum** – Company will provide a Recycling education
  curriculum for use in classroom visits and workshops, developing materials such
  as posters, coloring books, puzzles and quizzes.

In addition to the public education and outreach materials described above, Company
shall provide the public education and outreach in the form described in Article 4, and
other applicable Articles, of SB 1383.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

The Company may allow Customers to request mailings electronically in lieu of hardcopies. Company shall be required to provide an annual report to the City of Customers that have requested to receive mailings electronically. Customers will be provided the option to request electronic mailings annually.

5.3.5 Community Events

At the direction of City, Company shall participate in and promote Recycling and other Diversion techniques at a minimum of four (4) community events. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City’s Solid Waste program. The City reserves the right to modify the required events and Company’s participation requirements.

Company shall assist City in participating in the County-wide Hazardous Material program presently managed by the Los Angeles County Department of Public Works (LADPW). Company shall further assist City in its participation in the County-wide Household Hazardous Waste program by assisting the City and the LADPW in the location of appropriate Collection sites, and in the distribution of flyers, and furnishing information to service groups and encouraging such groups to disseminate information about pending Household Hazardous Waste programs in the vicinity of the City. Company shall comply with all reasonable requests of the City and the LADPW that concern or relate to any sponsored Household Hazardous Waste program conducted in the vicinity of the City.

5.3.6 News Media Relations

Company shall notify the City’s designee by email or telephone of all requests for news media interviews related to Collection Services hereunder within twenty-four (24) hours of Company’s receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Company will discuss Company’s proposed response with the City’s
designee.

A. Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) business days in advance of release, except where Company is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Company shall submit such materials to City simultaneously with Company’s submittal to such regulatory agency.

B. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

5.4 Contamination Monitoring

5.4.1 Contamination Inspection Methods

Company shall implement an inspection method in compliance with the requirements of SB 1383 (14 CCR Section 18984.5), as described below. Company shall include the contamination inspection method that will be utilized in the “AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan,” in Exhibit 7. The Company shall notify the City immediately in the event that the Company desires to change the contamination inspection method included in Exhibit 7.

Option 1: Physical Container Inspections. When Company’s personnel dismounts from Collection vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Contaminants in a Container, Company shall follow the contamination noticing procedures set forth in Section 5.4.2.2.

Option 2: Waste Evaluation Monitoring by Company. Company shall, at its sole expense, conduct waste composition studies that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(e). The City maintains the right to observe, or hire a third party to observe, the waste composition studies. Company shall, no later than January 15 of each calendar year, provide the City with a proposed waste composition study methodology and a schedule of waste composition studies for the calendar year for review and approval by City. The City may request and Company shall accept modifications to the schedule to permit observation by the City. In addition, Company shall provide an email notice to the City no less than ten (10) business days prior to each scheduled waste composition study that includes the
specific time(s), which shall be within the City’s normal business hours, and location(s) for the waste composition study.

5.4.1.1 Actions upon Identification of Prohibited Container Contaminants

A. **Record Keeping.** The driver or other Company representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer’s address, type of Container (Blue, Green, or Gray or Black Container); and maintain photographic evidence, if required. Company shall submit this record to the Company’s Customer service department, and Company’s Customer service department shall update the Customer’s account record to note the event, if the documentation of the on-board computer system did not automatically update the Customer’s account record.

B. **Identification of Excluded Waste.** If Company’s personnel observe Excluded Waste in an uncollected Container, the Company’s personnel shall record that observation in accordance with Section 5.4.1.3 and immediately inform their route supervisor. Company shall follow protocols specified in Section 5.4.1.1.C. The route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if the Hazardous Waste may cause immediate danger.

C. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer’s Container, Company shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notice may be affixed to the Container, or sent to the Customer via text message to the Customer’s cellular telephone, or via email. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer’s requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray or Black Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following two (2) instances within a twelve (12) month Rate Year period; Company may assess contamination fees (beginning January 1, 2022); and, (v) shall include photographic evidence upon request. Company shall leave the courtesy pick-up
notice attached to or adhered to the Generators’ contaminated Containers; at the Premises’ door or gate; or, may deliver the notice by mail, e-mail, or text message. Customers that subscribe for services with Company during the term of this Agreement, and any extensions to this Agreement, will not be charged contamination fees for the first six (6) months of service.

Company shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Designated Facility for Processing; or, Company may Collect the contaminated materials with Gray or Black Container Waste/Mixed Waste and Transport the contaminated materials to the appropriate Approved/Designated Facility for Disposal/Processing.

D. Notice of Assessment of Contamination Fees. If the Company observes Prohibited Container Contaminants in a Generator’s Green Container or Blue Container on more than three (3) occasions and issued courtesy pick-up notices on each of those occasions, the Company may impose a contamination fee. Company shall notify the City in its monthly report of Customers for which contamination fees were assessed. Company shall leave a contamination fee notice attached to or adhered to the Generators’ contaminated Containers; at the Premises’ door or gate; or, may deliver the notice by mail, e-mail or text message. The contamination fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination fee on its next bill. The format of the contamination fee notice shall be approved by the City Contract Manager.

Company shall Collect the contaminated Source Separated Recyclable Materials or SSGCOW and Transport the material to the appropriate Approved/Designated Facility for Processing.

E. Communications with Customer. Whenever a Container is not Collected because of Prohibited Container Contaminants, a Customer service representative shall contact the Customer to discuss, and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures.

F. Disposal of Contaminated Materials. If the Company observes visible Prohibited Container Contaminants in a Generator’s Green Container or Blue Container, Company may Dispose of the Container’s contents provided Company complies
with the noticing requirements in Section 5.4.1.1.C above.

5.4.1.2 On-Going Contamination Monitoring by Route Personnel

Company shall assist on an ongoing basis in minimizing contamination by helping to educate Customers on acceptable and non-acceptable materials through ongoing education and outreach efforts and through on-going monitoring of the contents of Collection Containers. The ongoing Container monitoring shall be performed by Company using the method described in Section 5.4.1.

5.4.1.3 Prescribed Contamination Monitoring

Company may implement either Option 1 or Option 2 below to comply with the requirements of this Section.

Option 1: Physical Container Inspections

A. Methodology and Frequency

Commencing on or before January 1, 2022, the Company shall, at its sole expense, conduct hauler route reviews for Prohibited Container Contaminants in Containers in a manner that is deemed safe by the Company; is approved by the City; and is conducted in a manner that results in all hauler routes being reviewed annually or more frequently.

The Company shall conduct hauler route reviews that include inspection of the contents of Blue, Green, and Gray/Black Containers for Prohibited Container Contaminants in a manner that a minimum of five percent (5%) of accounts on each and every hauler route are randomly inspected annually.

Company shall develop a hauler route review methodology to accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Company shall submit its proposed hauler route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each hauler route’s annual review. Company’s proposed hauler route review methodology shall include not only its plan for Container inspections, and shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of
compliance. City and/or CalRecycle will review and approve the proposed methodology. Company may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Company that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Company shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional hauler route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Company’s proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Company shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City’s Contract Manager may request, and Company shall accept, modifications to the schedule to permit observation of the hauler route reviews by the City. In addition, Company shall provide an email notice to the City’s Contract Manager no less than ten (10) business days prior to each scheduled hauler route review that includes the specific time(s), which shall be within the City’s normal business hours, and location(s).

B. Noticing of Generators with Contamination, and Disposal of Materials.

Upon finding Prohibited Container Contaminants in a Container, Company shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 5.4.1.1.C.

C. Monthly Reporting Requirements.

Company shall maintain records and report to the City monthly on contamination monitoring activities and actions taken, in accordance with Article 8.

Option 2: Waste Evaluation Monitoring by Company

Company shall, at its sole expense, conduct waste composition studies that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste composition studies. Company shall, no later than July 15 of each Rate Year, provide the City with a proposed waste composition study methodology and a
schedule of waste composition studies for the Rate Year for review and approval by City. The City may request and Company shall accept modifications to the schedule to permit observation by the City. In addition, Company shall provide an email notice to the City no less than ten (10) business days prior to each scheduled waste composition study that includes the specific time(s), which shall be within the City’s normal business hours, and location(s) for the waste composition study.

The Company shall conduct waste composition studies at least twice per year and the studies shall occur in two distinct seasons of the year. The Company’s waste composition studies shall include samples of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and Gray/Black Container Waste. The waste composition studies shall include samples from each Container type served by the Company and shall include samples taken from different areas in the City that are representative of the City’s waste stream. The study shall include a minimum of forty (40) samples per route.

The Company shall Transport all of the material Collected for sampling to a sorting area at the Designated Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Company shall use the following protocol:

a. The Company shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling. For example, Company shall take a 200-pound sample taken from the combined contents of the SSGCOW Container samples.

b. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

c. For each 200-pound sample, the Company shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

d. The Company shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by
the total weight of the sample.

e. All weights shall be recorded in pounds.

f. The Facility, scales, and weighing process used for the study shall meet the standards of Section 8.4 of Exhibit 8.

5.4.1.4 Contamination Response

If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Company shall notify the City within fifteen (15) Business Days of the waste evaluation. Company shall include the contamination response method that will be utilized in the “AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan,” in Exhibit 7. The Company shall notify the City immediately in the event that the Company desires to change the contamination inspection method included in Exhibit 7.

Option 1 – Physical Container Inspections: Within fifteen (15) business days of the waste evaluation, notify all Generators on the sampled hauler route of their requirement to properly separate materials into the appropriate Containers. The Company may provide this information by placing a written notice on the Generators’ Containers or the gate or door of the Premises; and/or by mailing, emailing, or texting the notice to the Generators. The format of the warning notice shall be approved by the City.

Option 2 – Waste Evaluation Monitoring by Company: Within fifteen (15) Business Days of the waste evaluation, perform a targeted hauler route review of Containers on the hauler route sampled for waste composition studies to determine the sources of contamination and notify those Generators of their obligation to properly separate materials. The Company may provide this information to these Generators by placing a written notice on the Generators’ Containers or the gate or door of the Premises; and/or by mailing, e-mailing, or texting education notices to the applicable Generators. The format of the warning notice shall be approved by the City.

5.4.2.2 Noticing of Generators with Contamination, and Disposal of Materials

Upon finding Prohibited Container Contaminants in a Container, Company shall follow the contamination noticing procedures and contaminated Container handling protocols
set forth in Section 5.4.1.1.C.

5.4.2.3 Monthly Reporting Requirements

In accordance with Article 8, Company shall maintain records and report to the City on a monthly basis on contamination monitoring activities and actions taken.

5.5 Inspection and Enforcement

A. Annual Compliance Reviews

1. General. Company shall perform compliance reviews described in this Section commencing January 1, 2022, and at least annually thereafter, unless otherwise noted.

2. Commercial Generator Compliance Reviews

The Company shall complete a compliance review of all Multi-Family and Commercial Customers that generate two (2) cubic yards or more per week of Solid Waste, including Organic Waste to determine their compliance with: (i) Generator requirements under the City’s Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements per 14 CCR Section 18988.3 and Chapter 6.16.210 of the Alhambra Municipal Code, including whether a Commercial Business is complying through Back-Hauling of SSBCOW and SSGCOW. The compliance review shall mean a “desk” review of records to determine Customers’ compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Company perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

3. Annual Hauler Route Review. Beginning April 1, 2022 and annually thereafter, the Company shall conduct annual hauler route reviews of Commercial, Multi-Family, and Single Family Generators for compliance with the City’s Discarded Materials Collection program and Container contamination monitoring. These hauler route reviews may be performed concurrently with the contamination monitoring hauler route reviews, provided that Company documents a reasonable sampling of Generators for which compliance with the City’s Discarded Materials Collection program during the hauler route review was
assessed.

4. **Food Recovery Compliance Reviews.** Commencing January 1, 2022 and at least annually thereafter, Company shall conduct inspections of Tier One Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services to assess compliance with the requirements of 14 CCR Chapter 12 Article 10. Commencing January 1, 2024 and at least annually thereafter, Company shall expand its Food Recovery compliance reviews to include inspections of Tier Two Commercial Edible Food Generators.

B. **Generator Waiver Inspections.** Company shall verify Commercial Generator de minimis and physical space constraint waivers, if applicable, at least once every five (5) years from the date of issuance of the waiver.

C. **Compliance Review Process**

1. **Number of Reviews.** The Company shall conduct a sufficient number of compliance reviews, hauler route reviews, and inspections of entities described in this Section 5.5, to adequately determine the entities’ overall compliance with SB 1383, AB 1826, AB 341, and Chapter 6.16.210 of the Alhambra Municipal Code. The City reserves the right to require additional inspections, if the City determines that the amount of inspections conducted by the Company is insufficient. City may require the Company to prioritize inspections of entities that the City determines are more likely to be out of compliance.

2. **Non-Compliant Entities.** From January 1, 2022 through December 31, 2023, when compliance reviews are performed by Company pursuant to Section 5.5.A, Company shall provide educational materials in response to violations. Company shall provide these educational materials to the non-compliant Customers and Generators within five (5) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or hauler route review. Company shall document the non-compliant Customers and Generators and the date and type of education materials provided and report such information to the City in accordance with Article 8. Beginning January 1, 2024, the Company shall document non-compliant Customers and Generators determined through Company’s compliance reviews pursuant to Section 5.5.A, and shall report all Customers and Generators with SB 1383 violations to the City in accordance with
Article 8. The City shall be responsible for subsequent enforcement action against the Generator.

3. **Documentation of Inspection Actions.** The Company shall generate a written and/or electronic record and maintain documentation for each inspection, hauler route review, and compliance review conducted, including the information described in Article 8.

5.6 **Service Complaints**

A. **Documentation of Complaints**

1. **General.** The Company agrees to maintain a computer database log of all oral and written complaints received by Company from Customers or other Persons. Company shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Company agrees to document and maintain for a period of at least five (5) years on a form or log all Complaints registered by Customers and Persons, in accordance with this Section and Article 8. Company shall record complaints received related to SB 1383-noncompliance in its log in a manner further described in subsection A.2 below.

2. **SB 1383-Noncompliance Complaints.** For complaints received in which the Person alleges that an entity is in violation of SB 1383 requirements, Company shall document the information listed in Article 8. Company shall provide this information in a monthly summary report in accordance with Article 8.

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

1. **Investigation.** Company shall commence an investigation, within ninety (90) days of receiving a complaint in the following circumstances: (i) upon Company receipt of a complaint that an entity may not be compliant with SB 1383 and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB
1383. Company is required to investigate complaints against Customers and Generators, and not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383.

Company shall investigate the complaint using one or more of the methods:

a. Reviewing the service level of the entity that may not be compliant with SB 1383;

b. Reviewing the waiver list to determine if the entity has a valid de minimis, or space constraint;

d. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,

e. Contacting the entity to gather more information, if warranted.

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

5.7 **Technical Assistance Program**

Company will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan required by Section 5.3.4, and included in Exhibit 7.

5.7.1 **Site Visits and Waste Assessments**

Company will include an outreach and technical assistance plan in the AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan identifying the site visit schedule for which to send a Company representative to visit each Multi-Family and Commercial Generator’s Premises for the purpose of assessing how much Source Separated Recyclable Materials and SSGCOW is being Disposed; assessing Source Separated Recyclable Materials and SSGCOW Collection service level needed to meet the
requirements of SB 1383, and encouraging all Generators to establish Source Separated Recyclable Materials and SSGCOW Collection service in advance of January 1, 2022 when mandatory service is required. Company shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and SSGCOW Collection service and reducing Gray/Black Container Waste/Mixed Waste Collection service. Company shall contact Multi-Family and Commercial Customers and provide site visits according to the City-approved schedule. Company will also provide a site visit to any Multi-Family and Commercial Generator that requests a site visit, even if it is ahead of schedule. Any internal Recycling programs or third-party Recycling programs that the Company encounters while conducting Customer site visits shall be documented using a City-approved electronic reporting form and provided in an electronic format such as a cloud-based file-sharing system that can be accessed by the City or its representatives.

Beginning July 1, 2022, and annually thereafter, Company representative shall follow up with Multi-Family and Commercial Generators who are required to participate in Source Separated Recyclable Materials and SSGCOW Collection service under Applicable Law, including but not limited to AB 341, AB 1826, and SB 1383. The Company shall ensure that these Generators are participating in the Source Separated Recyclable Materials and SSGCOW Collection Service. If the Generator is not in compliance or not participating, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Discarded Materials Collection services as set forth, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and SSGCOW Collection service. Company shall provide ongoing, on-site training for Commercial Generators’ staff, including, but not limited to: management, kitchen staff, service employees, and janitorial staff; and Multi-Family Customers’ staff, including but not limited to: the property manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials processes.

For each on-site waste assessment conducted by Company, Company shall include documentation of the items listed below. City reserves the right to request Company’s documentation of additional information, and shall authorize the format for required
information.

a. Pictures of material in all Containers
b. Characteristics of the property, business, and Generator type
c. Written recommendations for the appropriate service Level for each material type
d. Provision of outreach and education materials appropriate to the Generator type
e. Determination of signage placement
f. Determination of any on-going training needs
g. Determination of any access needs
h. Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call compactor, etc.)
i. Documentation of records of communications with the Generator

In addition to the site visit requirements stated above, the Company shall assist the City in complying with the requirements included in AB 827, and Section 18984.9(b) of SB 1383. During the site visits required in Section 5.7.1, Company shall provide educational material (to be provided by City) to businesses that meet the requirements of AB 827 and Section 18984.9(b) of SB 1383, and make notation of the name of the business, the business address, business contact information, and business compliance or non-compliance.

5.7.2 Workshops and Meetings

Company shall, at its sole expense, participate in and/or plan, organize, and conduct direct Generator outreach, including, but not limited to: workshops, community events, and meetings to support Generator compliance with the Source Separated Recyclable Materials and SSGCOW separation and program participation requirements under this Agreement and other local and State regulations, including, but not limited to, AB 341, AB 1826, and SB 1383.

Company shall host at least four (4) technical assistance workshops per calendar year for Residential Premises Customers, four (4) technical assistance workshops per calendar year for Commercial Premises Customers. The workshops shall be open to all residents in the City, and the Company shall publish the time and location of the workshop no later than thirty (30) days prior to the workshop through insert publication method(s), such as publication on the Company’s website, email newsletter,
printed flyers delivered on hauler routes, etc. The structure and content of these workshops shall be designed by the Company, and submitted at least thirty (30) days prior to the date of the workshop for City approval. Workshops shall be focused on the regulatory requirements of SB 1383, and AB 1826 and any local program or service changes as a result of the regulations.

By request of a Generator or the City, Company shall schedule and conduct an in-person or phone meeting with the Generator to discuss and assess their service needs and compliance with existing and/or upcoming programs and Applicable Law. The Company shall provide additional technical assistance as needed, which may include, but is not limited to site visits and waste assessments. The Company shall follow up with the Generator in person or by phone no later than ten (10) working days after the initial meeting to assess the Generator’s compliance with existing and upcoming programs under this Agreement and Applicable Law.

5.7.3 Record Keeping and Reporting Requirements.

Company shall maintain records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with Article 8.

5.8 Universal Enrollment Monitoring

Company shall assist the City in ensuring that the enrollment of Generators occurs in a timely and efficient manner. City and Company shall cooperatively develop and agree to a process no later September 1, 2021. In accordance with Section 8.3, Company shall maintain records and provide reports necessary for the City to verify the enrollment of Generators.

At least one (1) time per year, Company shall reconcile and confirm universal enrollment of Generators by comparing its Customer list to parcel information and calculating the percentage of total Generators enrolled in City’s Collection program. As part of this analysis, Company shall provide the City with a summary of any discrepancies found between the Customer list and parcel information, including the names and addresses of all Generators that were found to be the subject of a discrepancy. Company shall also provide a list of Generators that are not enrolled in the City’s Collection program due to the provision and approval of a waiver pursuant to Section 5.2.7, including the name, address, and type of waiver for each Generator.
accordance with Article 8.3, Reports, Company shall maintain records and provide reports on the Generators’ service level and list of non-enrolled Generators, and other information necessary for the City to verify the universal enrollment of Generators.
ARTICLE 6
COMPANY COMPENSATION AND RATES

6.1 General

Company will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Company Compensation provided for in this Article shall be the full, entire and complete compensation due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, Processing, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

6.2 Initial Rates

The rates for the Rate Year ending June 30, 2022 shall not exceed those set forth in Exhibit 2 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Company. Company has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Company Compensation. Unless and until the maximum rates set forth on Exhibit 2 are adjusted, Company will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 2, except as provided herein in this Article 6.

6.3 Schedule of Future Adjustments

Beginning with Rate Year 2 (July 1, 2022 to June 30, 2023) and for all subsequent Rate Years, Company or City may request an annual adjustment (increase or decrease) to the maximum rates shown in Exhibit 2, excepting that Company shall be entitled to those automatic adjustments in rates as provided in Section 6.4.2 hereof without notice or approval of the City. For all inflationary adjustments extending beyond those set forth in Section 6.4.2, the Company shall submit its request in writing, to be received by City in person or via certified mail, by March 1 of the same year based on the method of adjustment described in Section 6.5. Failure to submit a written request by March 1, shall result in Company waiving the right to request such an increase for the subsequent year. If in any year, the Company does not request the annual adjustment, and the adjustment would have been a decrease, the next year’s adjustment will be
offset to the extent of the waived decrease or the City may choose to notify the Company that it will implement the decrease.

6.4 Method of Adjustments

6.4.1 General

Pursuant to Section 6.3, Company may request an annual adjustment to the Total Rate according to the formula shown in Exhibit 3.

6.4.2 Rate Adjustment Calculation

The approved Company compensation shall be based on the percentage change in the average annual published Consumer Price Index ("CPI"), for Trash and Garbage Collection (CUUR0000SEH02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended December prior to the Rate Year anniversary date, and the 12 months ended the prior December. For example, for the first rate increase effective July 1, 2022, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending December 2020 to the average of the monthly indices for the 12 months ending December 2021. An example calculation is included in Exhibit 3B. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Rate Year corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

6.5 Extraordinary Adjustments

Company or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 6.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Recyclable Materials Processing costs or, changes in the market value of Recyclable Materials from the values assumed in Company’s Proposal (except as noted below), inaccurate estimates by the Company of its proposed cost of operations, unionization of Company’s work force, or change in wage rates or employee benefits.
Company may request an extraordinary rate increase for a change recyclable commodity value if the combined total value sold of all recyclable commodities (excluding C&D and Organics), including CRV, is less than zero for a calendar year. Company may request an extraordinary adjustment based on changes in a direct per ton fee assessed at the Disposal Site by federal, State or local regulatory agencies after the Effective Date. Extraordinary rate adjustments shall only be effective after approval by City Council, may not be applied retroactively.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Company shall provide to City a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Company and shall have no financial interest whatsoever in the business of the Company. City shall have right to audit this information in connection with the City’s review of Company’s rate adjustment request. City shall review the Company’s request and, in City’s sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City’s approval of an extraordinary rate adjustment request made in response to a change in the City of Alhambra’s Municipal Code shall not be unreasonably withheld. City may consider increases or decreases in the Company’s total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.10.
6.6 Additional Customer Rate Increase Procedures

City intends to comply with all Applicable Laws concerning Solid Waste Handling Services rates provided for under this Agreement. If the Parties make a good faith determination that the establishment of and/or increase to service rates for the Solid Waste Handling Services under this Agreement is subject to Proposition 218, Company shall timely prepare and publish as required, at no cost to City, all information, reports, notices and materials necessary for the City to comply with Proposition 218 and its implementing legislation and corresponding court decisions.

In the event a rate increase does not receive approval under applicable Proposition 218 procedures, the City shall not be liable to Company for the failure to implement any such increases, nor shall City be required to compensate Company for any requested rate increases or "pass through" rates. Company agrees to hold harmless and release the Indemnitees from and against any and all Claims Company may have against the City in connection with the application of California Constitution Article XIIIC and Article XIIIID to the imposition, payment or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims arising prior to the expiration or termination of this Agreement.
ARTICLE 7
REVIEW OF SERVICES AND PERFORMANCE

7.1 Performance Hearing

City may hold a public hearing, or other meeting, on or about the two-year anniversary of the start of this Agreement, and each 12 months thereafter, at which time Company shall be present and shall participate, to review the Solid Waste Collection, source reduction, Processing and other Diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Company shall, at a minimum, submit a report to City indicating the following:

a) Changes recommended and/or new services to improve City's ability to meet the Recycling/waste Diversion goals.

b) Any specific plans and proposed costs for provision of changed or new services by Company.

c) Results of the most recent route audit as described in Section 4.13.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review. Company may submit other relevant performance information and reports for consideration. City may request Company to submit specific information for the hearing. In addition, any Customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, route audit results feasibility of providing new services, application of new technologies, Customer
complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Solid Waste Services and Performance Review Hearing, City may issue a report. As a result of the review, City may require Company to provide expanded or new services within a reasonable time and for reasonable rates and compensation and City may direct or take corrective actions for any performance inadequacies.

7.2 Performance Satisfaction Survey

Company will conduct a survey at Company's expense at request of City or in preparation for this hearing. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Company. Survey will be distributed to a minimum of 10% of Residential Premises Customers and 10% of Commercial Customers, selected at random. Company will prepare separate Residential and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. Survey results must be made available to the City 30 days prior to hearing.
ARTICLE 8
RECORDS, REPORTS AND INFORMATION REQUIREMENTS

8.1 General

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 Records

8.2.1 General

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Company will notify City 90 days before destroying records.

Company shall maintain adequate records, and corresponding documentation, of information required by this Agreement, such that the Company is able to produce accurate monthly, quarterly and annual reports, and is able to provide records to verify such reports. Company will make these records available and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable
Law including, but not limited to, AB 939, AB 341, AB 1826, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended. Upon request by the City, Company shall provide access to Company’s requested records in a timely manner, not to exceed ten (10) Business Days from the time of City’s request to Company.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this section for any purpose whatsoever.

8.2.2 Financial Records

Financial records shall be maintained and expense and revenue information for City shall be segregated from other areas served by Company.

Where the allocation of expenses or revenues to various categories of Customers is required to develop equitable rates that reflect the cost of service, Company shall segregate such expenses and revenues.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent company guarantor as a whole;

- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,

- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, Processing or Disposal operations).

8.2.3 Solid Waste Records

Records shall be maintained by Company for City relating to:
• Customer services and Billing;

• Tons Collected, Processed, Diverted and Disposed by waste stream (Refuse, Recyclable Materials, Organic Waste, and other Discarded Materials), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box) and Facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or landfill) where such material was taken (Residential Bin versus Commercial Bin tonnage may be estimated based upon Container distribution or other method approved by City);

• Quantity of Recyclable Materials recovered by material type;

• Bulky Item results including tons Disposed and Diverted;

• Annual cleanup event results, including tons Disposed and Diverted;

• Routes;

• Facilities, equipment and personnel used;

• Facilities and equipment operations, maintenance and repair;

• Number of Refuse, Recycling and Organic Material Company-owned Containers in service;

• Complaints; and,

• Missed pickups.

Company shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service for inspection by City upon request. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of Franchise Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

8.2.4 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and
related litigation as a matter of great importance. For this reason, the City regards the
ability to prove where Solid Waste Collected in the City was taken for Disposal, as well
as where it was not taken, to be matters of concern. Company shall maintain data
retention and preservation systems which can establish where Solid Waste Collected in
the City was landfilled (and therefore establish where it was not landfilled) and provide
a copy or summary of the reports required in Section 8.3 for five (5) years after the term
during which Collection services are to be provided pursuant to this Agreement, or to
provide copies of such records to City. Company agrees to notify City’s Risk Manager
and City Attorney before destroying such records and to offer records to the City. This
provision shall survive the expiration of the period during which Collection services are
to be provided under this Agreement.

8.2.5 Disposal Records

Company shall maintain records of Disposal of all Solid Waste Collected in City for the
period of this Agreement and all extensions to this Agreement or successor
Agreements. In the event Company discontinues providing Solid Waste services to
City, Company shall provide all records of Disposal or Processing of all Solid Waste
Collected in City within thirty (30) days of discontinuing service. Records shall be in
chronological and organized form and readily and easily interpreted.

8.2.6 Other Programs’ Records

Records for other programs shall be tailored to specific needs. In general, they shall include:

a) Plans, tasks, and milestones; and,

b) Accomplishments in terms such as dates, activities conducted, quantities of
   products used, produced or distributed, and numbers of participants and
   responses.

8.2.7 Cost of Audit

City may conduct an audit of Company at any time. The scope of the audit, and
auditing party, will be determined by City and the scope may include, but is not limited to:

• Compliance with terms of this Agreement;
• Customer service levels and Billing;
• Fee payments;
• Receipts;
• Tonnage;
• Complaint log;
• Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,
• Verification of Diversion rate.

The first audit, to be performed during 2023, will be based on the Company’s reports and records for Rate Year 2021/22. Audits will be performed every other year thereafter (the biennial audit). Company will reimburse to the City the cost of such audits up to $70,000 for the first audit, and $45,000 for each subsequent biennial audit in 2021 dollars. The $45,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.32.

Should an audit by the City disclose that Franchise or other fees payable by the Company were underpaid by three percent (3%) or more, or that more than 2% of the Customers were inaccurately billed, for the period under review, Company shall pay for additional audit costs, if City determines it is necessary to expand the scope of the audit.

8.2.8 Payments and Refunds

Should an audit by the City disclose that the Franchise Fees payable by the Company were underpaid or that Customers were overcharged for the period under review, Company shall pay to City any underpayment of Franchise Fees and/or refund to Company's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Company the amount of the overpayment within the same time frame. Should the audit disclose that Customers were undercharged, Customers may be billed for up to, but not exceeding, ninety (90) days of services not previously billed by Contractor or City.

8.2.9 Compilation of Information for State Law Purposes.
Company shall maintain accurate records for its operation, including, but not limited to,Discarded Materials quantities Collected and quantities Transported to or Transferred to each Designated Facility, listed separately by material type, Customer type, and Facility. Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Company will make these records available and provide to the City any record or documentation necessary for the County to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, AB 1595, SB 1383, and other current or future federal, State, or local regulations, as amended.

8.3 Reports

8.3.1 Report Formats and Schedule

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, at no additional charge. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

a) Determine and set rates and evaluate the efficiency of operations;

b) Evaluate past and expected progress towards significantly exceeding AB 939 goals and objectives and complying with SB 1383 requirements;

c) Determine needs for adjustment to programs; and,

d) Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Company agrees to submit all reports on computer discs or by electronic means in a format compatible with City’s software/computers at no additional charge, if requested by City. Company will provide a certification statement, under penalty of perjury, by an authorized Company official, that the report being submitted is true and correct.

Monthly reports shall be submitted within 20 calendar days after the end of each month. If requested, Company’s complaint summary, shall be sent to the City Manager, or designated representative, within five days of request. Annual reports shall be submitted before January 31 following the reporting year.
In the event the City receives any penalties from CalRecycle or another state agency directly related to late or incomplete reporting by Company, as required in this Agreement, Company shall pay the penalties assessed to the City in addition to liquidated damages includes in Section 11.4 of this Agreement.

All reports shall be submitted electronically to City, as directed, and to:

City Manager (or designated representative)
City of Alhambra
111 South First Street
Alhambra, CA 91801

8.3.2 Monthly Reports

The information listed shall be the minimum reported:

A. Tonnage Report

1. Company shall report the total quantities in Tons of Discarded Materials Collected, Transferred, Processed, and Disposed by the Company, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section 8.4 of Exhibit 8. Tonnage shall be reported separately by:

   a. Material type, which shall include, at a minimum, separate reporting of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, Gray/Black Container Waste, and any other type of Discarded Material separately Collected by Company (including, but not limited to: Bulky Items, used oil, mixed C&D, dirt, rock, metals, cardboard, wood waste, reusable items, salvageable materials, etc.);

   b. Customer/sector type (Single Family, Multi-family, Commercial Roll-off, C&D), and,

   c. Approved Facility and Facility type.

2. Report Residue level and Tonnage for all Discarded Materials Processed, listed separately by material type Collected and Designated Facility(ies) used.
3. Source Separated Recyclable Materials Tonnage marketed, by commodity, and including average commodity value for each, and Processing Residue Tonnage Disposed, listed separately by material type Collected and Designated Facility(ies) used.

4. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.

5. Tonnage Collected by month separately for each C&D project site and other data as it relates to the C&D services described in this Agreement.

B. Collection and Subscription Report

1. Number of Containers at each Service Level by Customer Type and program, including:

   a. A summary of the total gallons of Cart service, cubic yards of Bin service, and pulls; and cubic yards or Tons of Drop Box and Compactor service by Customer Type.

   b. Calculation of the average volume of service received per: Single Family Dwelling Unit (separately identifying Dwelling Units in a duplex, triplex, or fourplex); Multi-Family Dwelling Unit; and, Commercial Customer.

2. A summary of Customer subscription data, including the number of accounts; the number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level listed separately for Single Family, Multi-Family, and Commercial and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.

3. Documentation of the universal service enrollment process including a copy of the City-wide Generator enrollment level evaluation conducted pursuant to Section 5.8 of this Agreement.

4. List of all Commercial and Multi-Family Customers with a Gray/Black Container Waste or Mixed Waste Service Level of two (2) cubic yards of service capacity per week or more. Such list shall include each such Customer's service address and Gray/Black Container Waste, Mixed Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels.
5. The total number of de minimis waivers, and physical space constraint waivers
   granted in the month, including the Generator name and address for each
   waiver.

6. The number of waiver reverifications performed by the Company pursuant to
   Section 5.5.B of this Agreement in the month, if any, including a copy of
   documentation for each reverification inspection, which shall include, at a
   minimum: the Generator’s name, address, and Generator type; the type of
   waiver being verified; any photographic or other evidence collected during the
   inspection; and the resulting recommended conclusion by the Company
   regarding the validity of the waiver. The Company shall provide a summary of
   recommendations to the City of all waivers which the Company concludes to
   no longer be warranted.

7. Number of Bulky Item/Reusable Materials Collection events by Customer
   Type.

C. Contamination Monitoring Report (results of Prescribed Contamination
   Monitoring described in Section 5.4.1.3 of this Agreement)

Option 1: Physical Container Inspections (Section 5.4.1.3)

The Company shall submit the following information regarding contamination
monitoring physical Container inspections conducted pursuant to Section 5.4.1.3 of
this Agreement:

1. The number of physical Container inspections conducted pursuant to Section
   5.4.1.3 of this Agreement;

2. Description of the Company’s process for determining the level of
   contamination;

3. Summary report of non-Collection notices and/or contamination processing fee
   assessment notices issued, which for each notice shall include the date of
   issuance, Customer name, and service address;

4. A record of each inspection and contamination incident, which shall include, at
   a minimum:
a. Name of the Customer

b. Address of the Customer

c. The date the contaminated Container was observed

d. The staff who conducted the inspection

e. The total number of violations found and a description of what action was taken for each

f. Copies of all notices, and enforcement orders issued or taken against Generator with Prohibited Container Contaminants

g. Any photographic documentation or supporting evidence.

5. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;

6. A list of all Customers assessed contamination processing fees, pursuant to Section 8.3.2 of this Agreement, reported separately by Single Family, Multi-Family, and Commercial Customers and including the Customer name, Customer address, and reason for the assessment of the contamination processing fee, and the total number of instances contamination processing fees were assessed in the month and the total amount of fees collected in the month.

7. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

Option 2: Waste Evaluation Monitoring by Company (Section 5.4.1.3)

The Company shall submit the following information regarding waste composition studies conducted pursuant to Section 5.4.1.3 of this Agreement:

1. A description of the Company’s process for conducting waste evaluations.

2. Documentation of the results of the waste evaluation studies and the number of resulting targeted Hauler Route reviews. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were collected, and
number of Generators on those Hauler Routes; the source sector (Customer type) of the material (Single Family, Multi-Family, or Commercial); number of samples collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and, any photographic documentation taken or other physical evidence gathered during the process.

3. Copies of all notices, and enforcement actions issued or taken against Generators that have Prohibited Container Contaminants.

4. Documentation of the number of loads or Containers Disposed of due to observation of Prohibited Container Contaminants, including the total weight of material Disposed, and proof of consent from the City to Dispose of such material if given in a form other than this Agreement.

5. Any other information reasonably requested by the City, or specified in contamination monitoring provisions of this Agreement.

**D. Customer Service Report**

1. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for service information, Rate information, etc.). For Complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims). These complaints and inquiries shall be documented and reported separately from SB 1383 noncompliance complaints or other regulatory noncompliance complaints.

2. Number of missed or incomplete Collections reported in total, and per one thousand (1,000) Service Opportunities in the City, presented in a graph format, which compares total missed Collections in the City during the current report period to total missed Collections in the City in past reporting periods.

3. Number of new service requests for each Customer type and requested service(s).

4. Company shall maintain a record of all SB 1383 noncompliance complaints and responses pursuant to Section 5.6 of this Agreement and submit the following information:
a. Total number of complaints received and total number of complaints investigated

b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:

i. The complaint as received;

ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;

ii. The identity of the alleged violator, if known;

iii. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;

iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,

v. The identity of any witnesses, if known.

c. Copies of all complaint reports submitted to the City, pursuant to Section 5.6.A of this Agreement.

d. Copies of all investigation reports submitted to the City pursuant to Section 5.6.B of this Agreement, which shall include at a minimum:

i. The complaint as received;

ii. The date the Company investigated the complaint;

iii. Documentation of the findings of the investigation;

iv. Any photographic or other evidence collected during the investigation; and,

v. Company’s recommendation to the City on whether or not the entity investigated is in violation of SB 1383 based on the Company’s investigation.
E. Generator Waivers

Company shall provide a report that documents each Generator waiver request reviewed by Company, which are required by Section 5.2.7. Identify in the report the Generator name and service address, the type of waiver requested, the status of the waiver (accepted, denied, pending), and other information reasonably requested by the City.

F. Education Program Report

The monthly status of activities identified in the annual public education plan described in Section 5.3 of this Agreement.

G. Discarded Materials Evaluation Reports

In accordance with Section 8.6 of Exhibit 8, Company shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

8.3.3 Annual Report

In addition to the monthly reporting requirements in Section 8.3.2, the Company shall provide an Annual Report, covering the most recently-completed calendar year, in accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following subsections.

A. Collection and Subscription Report

1. A summary of all data provided in the Tonnage Report section, including quarterly and annual totals and averages.

2. The type(s) of Collection service(s) provided, a list of all hauler routes serviced, and a record of the addresses served on each hauler route.

3. A summary of Customer subscription data, including the number of accounts; the total number of Generators enrolled with Company for service, listed separately by service level and Container type (Cart, Bin, and Roll-Off service), separately by Single Family, Multi-Family, and Commercial Customers, and separately for each type of Discarded Material; and the number of Bulky Items Collections performed.
4. A detailed list of Single Family, Multi-Family, and Commercial Customer information, including Gray/Black Container Waste, Mixed Waste, Source Separated Recyclable Materials, and SSGCOW Service Levels, Customer type, and Customer service addresses reflecting Customer Service Levels as of June 30 (for the year in which the report is submitted).

5. The number of C&D Collection sites served and Tonnage Collected, Tonnage Diverted, and Diversion level for each C&D Collection site.

B. Processing Facility Report

1. High Diversion Organic Waste Processing Facility: In accordance with Section 8.2.G.3 of Exhibit 8, copies of quarterly and annual average Mixed Waste organic content recovery rates for each High Diversion Organic Waste Processing Facility used by the Company to demonstrate that the Facility(ies) meets or exceeds the Organic Waste content recovery requirements specified in 14 CCR Section 18984.3.

2. Temporary Equipment or Operations Failure: If the Company is granted a Processing Facility temporary equipment or operational failure waiver, in accordance with Section 4.11.1 of the Agreement, the Company shall include the following documents and information:
   
a. The number of days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;

b. Copies of any notifications sent to the City pursuant to Section 4.11.1.1 of the Agreement, and copies of City notices to Company pursuant to Section 4.11.1.1 of the Agreement;

c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,

d. A record of the tons of Organic Waste, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and/or Gray/Black Container Waste redirected to an Alternative Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection vehicle or transfer vehicle number/load, date, and weight.
3. Quarantined Organic Waste: A record of all compliance agreements for quarantined Organic Waste that are Disposed of, including the name of Generator, date issued, location of final disposition, and the amount of quarantined Organic Waste that was required to be Disposed at a Landfill.

4. Plastic Bags in Food Waste or Green Containers: Written notification to the City that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers SSGCOW.

C. Public Education and Outreach Report

1. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts in accordance with Section 5.3 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.

2. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.

3. The number of Organic Waste Generators and Commercial Edible Food Generators that received information and the type of education and outreach used.

4. For any mass distribution through mailings or bill inserts, the Company shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.

5. A copy of electronic media, including the dates posted of: social media posts, e-mail communications, or other electronic messages.

6. Company shall maintain a record of all technical assistance efforts conducted pursuant to Section 5.7 of the Agreement, including:

   a. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.
b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: site visits, waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.

c. A copy of any written or electronic educational materials distributed during the technical assistance process.

7. A copy of all special event reports submitted to the City in accordance with Section 4.4.6 of the Agreement.

D. Compliance Monitoring and Enforcement Report

1. A summary of the total number of SB 1383 non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints, in accordance with Section 5.2 and Section 8.3.2.D.4 of the Agreement.

2. The total number of Hauler Route reviews conducted pursuant to Section 5.5 of the Agreement.

3. The number of inspections conducted by type for Commercial Edible Food Generators, Food Recovery Organizations, and Commercial Businesses.

4. A copy of written and/or electronic records and documentation for all audits, studies, compliance reviews, and all other inspections conducted pursuant to Section 5.5 of the Agreement.

5. The number of Commercial Businesses that were included in a compliance review performed by the Company, and the number of violations found and corrected through compliance reviews, if different from the number reported in subsection D.6 of this Section; including a list with each Generator's name or account name, address, and Generator type.

6. The total number of Notices of Violation issues, categorized by type of Generator.

7. The number of enforcement actions that were resolved, categorized by type of Generator.
8. Copies of all written notices, violations, educational materials, or other enforcement mechanisms issued to noncompliant Generators.

E. Food Recovery Program Support

1. The total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.

2. The number of Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery.

3. The number of Generators participating in the Edible Food recovery program, as described in Section 4.3.11 of the Agreement.

F. Vehicle and Equipment Inventory

1. A list of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at June 30.

2. If applicable, the name, physical location, and contact information of each entity, operation, or facility from whom the RNG were procured.

3. If applicable, the total amount of RNG procured by the Company for use in Company vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Company shall include the total amount actually used in Company vehicles in the calendar year, if these values are different.

4. Company shall maintain records of the amount of RNG purchased and shall report this information to the City annually. Company agrees to allow the City the right to report this RNG usage toward the City’s fulfilment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

G. Customer Revenue and City Fee Payment Report
Provide a statement detailing Gross Revenue from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid in accordance with Article 3 of this Agreement.

8.3.4 Financial Report

The City may, at City’s option, request the Company’s audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Company’s internally prepared supplemental statement of income and expenses related specifically to City of Alhambra operations, for the most recently completed fiscal year in connection with any extraordinary rate adjustment request. Billing audit, Franchise Fee audit, or verification of other information required under this Agreement. Such audit may request review or copying of financial statements maintained by Company, which may include, without limitation, comparative balance sheets, comparative operating statements, statements of changes in investments in property and equipment, statements of source and application of funds, and a statement of any changes in Company’s equity, in which shall be set forth the names of principal officers and stockholders of the corporation, income statements for local hauling operations, profit/loss statements for local hauling operations, any other documents that may reasonably be requested by a certified public accountant.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Company as a direct cost of service. In addition, Company shall provide to City the supplemental schedule on a compiled basis showing Company’s results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

At City's request, Company shall provide City with copies of working papers or other documentation deemed relevant by City relating to information shown in the disclosure letter. The disclosure letter shall be provided to City.
8.4 Reporting Adverse Information

Company shall provide City two copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Company’s performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Company’s filing or submission of such matters with said agencies. Company’s routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City’s written request.

8.5 Right to Inspect Records

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Company’s performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City’s review, inspection and copying within five business days (excluding Saturday, Sunday and holidays included in Section 4.7.1) of receiving written notice from the City requesting the same.

8.6 Failure to Report

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Article 11 and shall subject Company to all remedies which are available to the City under the Agreement or otherwise.

8.7 Public Records

All reports made to the City pursuant to this Agreement shall be deemed public records
for purposes of the City’s use, any litigation, and public records requests made pursuant to the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48).
ARTICLE 9
INDEMNIFICATION, INSURANCE AND BOND

9.1 Indemnification

Without regard to the limits of any insurance coverage, Company agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, boards, agents, volunteers and employees ("Indemnitees") against any and all fines, response costs, assessments, actions, suits (in law or equity), injunctive relief, claims, damages to Persons or property, losses, costs penalties, obligations, errors, omissions or liabilities of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) ("claims or liabilities") that may be asserted or claimed by any Person, firm or entity arising out of or in connection with (i) violations of the California or U.S. Constitution, AB 939 and related Solid Waste Handling laws, any laws related to Hazardous Materials, and any other federal, State or local statutes, laws or regulations, or municipal ordinances, which arise from or challenge any validity of, or relate to the award and implementation of, this exclusive Franchise Agreement; (ii) the negligent performance of, or failure to perform, the work or services of Company, its agents, employees, Subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Company hereunder, or arising from Company's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of Indemnites, and (iv) the acts of Company, its officers, employees, agents, Companies and/or Subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the City's negligence, but shall not extend to such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents, volunteers or employees, who are directly responsible to the City, and in connection therewith:

A. Company will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Company will promptly pay any judgment rendered against Indemnitors for any such claims or liabilities arising out of or in connection with the negligent performance
of or failure to perform such work or services of Company hereunder; and Company agrees to save and hold Indemnitees harmless therefrom;

C. In the event the City, its officers, agents, volunteers or employees is made a party to any action or proceeding for claims or liabilities arising out of or in connection with the issues identified in this Section 9.1, Company agrees to pay to the City, its officers, agents, volunteers or employees, any and all costs and expenses incurred by the City, its officers, agents, volunteers or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Company's obligations hereunder shall survive the termination or expiration of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

9.2 Hazardous Material Indemnification

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Company that:

1. results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

2. relates to material Collected, transported, Recycled, Processed, treated or Disposed of by Company.

February 22, 2021

City of Alhambra
B. Company's obligations pursuant to this section shall apply, without limitation, to:

1. any Claims brought pursuant to or based on the provisions of any Environmental Law;

2. any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

3. any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, Processing or use of any materials recovered by Company;

4. any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material, any crude oil or refined or unrefined petroleum product, or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

E. This indemnity is intended to operate as an agreement pursuant to § 107(e) of the CERCLA, 42 U.S.C. § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless and indemnify City from all forms of liability under CERCLA, RCRA, other statutes or common law for any and all matters addressed in this section.

F. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.
9.3 CalRecycle Indemnification and Guarantee

Company's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 are not met by the Company with respect to the materials Collected under this Agreement, and such failure is: (i) due to the failure of Company to meet its obligations under this Agreement, or, (ii) due to Company delays in providing information that prevents Company or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

9.4 Insurance

City does not, and shall not, waive any rights against Company which it may have by reason of the aforesaid defense and hold harmless agreements, because of acceptance by City or the deposit with City by Company of the insurance policies described in this provision.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).

2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 99 48.

3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Company shall maintain in force for the term of this Agreement limits no less than:

1. Workers' Compensation Insurance. Company shall maintain Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employers’ Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease

   (a) Waiver of Subrogation. The policy shall also be endorsed to waive all rights of
subrogation against the City, its elected or appointed officials, employees, or agents for losses which arise from work performed by the named insured for the City.

2. Commercial General Liability Insurance. Company shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $5,000,000 per occurrence, $20,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability, and a $20,000,000 completed operations aggregate. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO “insured contract” language will not be accepted.

3. Business Automobile Liability. Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage and to be endorsed to include pollution liability (written on form CA9948 or its exact equivalent). If such endorsement is not available, then a stand-alone Transportation Pollution Liability policy is required.

4. Company shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer’s liability. Such policy or policies shall include the following terms and conditions:

(a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to reimbursement;

(c) Concurrency of effective dates with primary policies;

(d) Policies shall “follow form” to the underlying primary policies; and

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.
C. **Evidence of Insurance Coverage; Insurance Repository.** Upon execution of this Agreement, Company shall file copies of the certificates of liability (COI) policy forms and required endorsements evidencing the above required insurance coverage with the City Clerk. In addition, City shall have the right of inspection at Company’s corporate office of all insurance policies required by this Agreement.

Company also agrees to establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for one hundred years (100 years) after the end of the term during which Collection services were provided pursuant to this Agreement. Company shall notify City's Risk Manager and City Attorney before destroying copies of such policies. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

D. **Self-Insurance.** To the extent provided by law, all or any part of any required insurance may be provided under a plan of self-insurance approved by the State of California.

E. **Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. **General Liability and Automobile Liability Coverages**

   a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects liability arising out of activities performed by or on behalf of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.

   b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.
c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.

d) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to City.

F. Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Company or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Company hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its Subcontractors.

G. Acceptability of Insurers All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the Agency’s Risk Manager.

H. Verification of Coverage. Simultaneously with the execution of this Agreement, Company shall furnish City with certificates of insurance evidencing the coverage required herein, in form and substance satisfactory to City. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. No work under this Agreement shall commence until Company has provided City with the Certificate(s) of Insurance or appropriate insurance binder(s) evidencing the required insurance coverage and said Certificate(s) of Insurance or binder(s) are approved by the City, which appraisal shall not be unreasonably withheld. Such certificates shall show the type and amount of coverage,
effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City throughout the term of the Agreement.

I. Companies and Subcontractors. Company shall include all Companies and Subcontractors, which are involved in Solid Waste removal and hauling operations on behalf of the Company, as insureds under its policies or shall furnish separate certificates and endorsements for each Company and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.

J. Required Cancellation Notices:

1. The certificate of insurance for the Workers' Compensation policy shall contain an endorsement in the following form:

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

    City Manager
    City of Alhambra
    111 South First Street
    Alhambra, CA 91801

2. The certificate of insurance for the Liability policies shall contain endorsements in the following form:

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

    City Manager
    City of Alhambra
    111 South First Street
    Alhambra, CA 91801

b) "City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."

February 22, 2021

137

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

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

Renewal certificates will be furnished at time of policy renewal to City to as required throughout the Term of this Agreement.

K. Other Insurance Requirements

1. In the event any services are delegated to a Company or Subcontractor, Company shall require such Company or Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Company or Subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all Company or Subcontractors or the Company or Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.

2. Company shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Company or any Company or Subcontractor on account of any occurrence related to this Agreement, Company shall promptly report the facts in writing to the insurance carrier and to City.

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

9.5 Faithful Performance Bond

Within fifteen (15) days of the execution of this Agreement, Company shall deliver to
City a performance bond in the sum of the amount of Five Hundred Thousand Dollars
($500,000), similar to the form provided in Exhibit 5, which secures the faithful
performance of this Agreement, including, without limitation, payment of any penalty
and the funding of any work to cure a breach of this Agreement, unless such
requirement is waived by the City Manager. The bond shall contain the original
notarized signature of an authorized officer of the surety and affixed thereto shall be a
certified and current copy of his power of attorney. The bond shall be unconditional
and remain in force (through annual renewals) until released in accordance with Section
9.9.

9.6 Faithful Performance Letter of Credit

In addition to a faithful performance bond as noted in Section 9.5 above, Company shall
furnish an irrevocable letter of credit in the amount of five hundred thousand dollars
($500,000), from a financial institution acceptable to the City and in a form acceptable to
the City Attorney as security for the performance of this Agreement (the “LOC”). The
LOC shall be the sole responsibility of Company, and shall remain in force until
released in accordance with Section 9.9. Alternatively, Company may furnish an
irrevocable letter of credit in the amount of one million dollars ($1,000,000) in lieu of the
separate letter of credit of $500,000 and separate performance bond of $500,000
described in Section 9.5.

9.7 Forfeiture of Performance Bond

In the event Company shall for any reason become unable to, or fail in any way to,
perform as required by this Agreement, City may declare a portion or all of the
performance bond which is necessary to recompense and make whole the City, forfeited
to the City. Upon partial or full forfeiture of the performance bond, Company shall
restore the performance bond to its face amount within 30 days of the City’s
declaration. Failure to restore the performance bond to its full amount within 30 days
shall be a material breach of the Agreement.
9.8 Forfeiture of Letter Of Credit

Thirty (30) days following City providing Company with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

a. Payment of sums due under the terms of this Agreement which Company has failed to timely pay to City

b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Company, including but not limited to the liquidated damages described in Section 11.4.

City may draw upon the entire LOC and convert it to a cash deposit if Company fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration during the term hereof.

9.9 Performance Security Beyond Service Term

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Company shall not terminate the performance bond or letter of credit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Company of payments to the City that may be due, or may become due.
ARTICLE 10
CITY'S RIGHT TO PERFORM SERVICE

10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, Process, transport or Dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and holidays listed in Section 4.7.1, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Company during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly Dispose of or Process pursuant to this Agreement.

Notice of Company's failure, refusal or neglect to Collect, transport and properly Dispose of or Process Solid Waste may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within one business day, excluding Saturday, Sunday and holidays listed in Section 4.7.1 of the oral notification.

Company further agrees that in such event:

A. It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

B. It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.
C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company, Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, Processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.5, City shall pay to Company the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City’s possession, if any, which extends beyond the period of time for which Company has rendered bills in advance of service, for the class of service involved.

10.2 Temporary Possession of Company’s Property

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.5), City may take possession of and use all of Company’s property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

10.3 Billing and Compensation to City During City’s Possession

During such time that City is providing Solid Waste services, as above provided, Company shall bill and collect payment from all users of the above-mentioned services as described in Section 5.1. Company further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) business days from and after each such submission.
10.4 City's Right to Relinquish Possession

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste services as provided in this Agreement, whereupon Company shall be bound to resume the same.

10.5 City's Possession Not A Taking

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Company is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

10.6 Duration of City's Possession

City's right pursuant to this Article to retain temporary possession of Company's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

10.7 Disaster Preparedness Plan

Within twelve (12) months of the Effective Date, Company shall, with City assistance, prepare a written plan detailing how Solid Waste services will be delivered in a time of emergency, natural disaster, pandemic, or similar event. For the plan, City shall provide Company with a written list of critical facilities being those facilities that the City deems in need of special consideration in a time of emergency because they are critical to City's emergency response, of priority to the need of the community and/or represent a public health risk to the community. Company's written plan shall contain
a protocol for contacting Company management in the event of an emergency, an overview of Company’s resources available for emergency response, a plan for Collection, Disposal, and Recycling of Solid Waste generated by critical facilities until the time of emergency passes and a plan for resuming normal operations following an emergency.

In the event of a disaster, the City may grant Company a waiver of some or all Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 2.10.
ARTICLE 11
DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

11.1 Events of Default

Company’s breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Company’s performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Company include, but are not limited to, the following:

A. Fraud or Deceit or Misrepresentation. If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Coverage. If Company fails to provide or maintain in full force and effect the Workers’ Compensation, liability, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

E. Suspension or Termination of Service. If Company ceases to provide all or a portion of the Collection, Processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement, if not excused pursuant to Section 11.5, for a period of two (2) consecutive days or more, for any reason within the control of Company.

F. Failure to Pay. If Company fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for in the
G. **Failure to Cooperate with Audits.** Failure to complete, perform or cooperate with any audit as described by this Agreement.

H. **Failure to Submit Reports or Documentation.** Failure to complete or to provide required reports or documents to City as required by this Agreement.

I. **Acts or Omissions.**

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term “found guilty” shall be deemed to include any judicial determination that Company or any of Company’s officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company’s officers, directors or employees including, but not limited to, the plea of “guilty”, “nolo contendre”, “no contest”, and “guilty to a lesser charge.”

J. **False or Misleading Statements.** Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement.
K. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

L. Failure to Provide Assurance of Performance. If Company fails to provide reasonable assurances of performance as required under Section 11.7.

M. Commingling of Recyclable Materials With Refuse/Landfilling of Recyclable Materials. If Company negligently or willfully empties Containers of properly set out Recyclable Materials or Organic Waste into a Refuse load, or transports a load of Recyclable Materials or Organic Waste to a landfill or other location at which the material will not be Diverted from landfilling.

N. Diversion Requirement. If Company does not reach Diversion requirement of thirty percent (30%) of all tonnage Collected by Company under this Agreement for two consecutive calendar years or fails to make reasonable efforts to assure that Recyclable Materials are transported, handled and Processed at a suitable Facility, so as to maximize Diversion credits for the City.

O. Failure to Implement Collection Program. Company fails to implement a Collection programs that comply with the requirements of Section 4.1 and Exhibit 9, which is essential for the City to achieve SB 1383 compliance.

P. Failure to Provide Processing Capacity. Company fails to provide adequate Processing capacity in accordance with Exhibit 8, which is essential for the City to achieve SB 1383 compliance.

Q. Failure to Achieve Processing Standards. Company fails to achieve the Processing standards specified in Exhibit 8 including achievement of minimum Organic Waste recovery rates, which are essential for the City to achieve SB 1383 compliance.

R. Failure to Comply with Other Requirements of SB 1383. Company fails to comply with other requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate City’s responsibility and/or authority under SB 1383 to Company.

Company shall have five business days, excluding Saturdays, Sundays and holiday
included in Section 4.7.1 (unless required sooner by SB 1383), from the time it is given notification by City to cure any default arising under subsections E, F, G, H, K, L and M provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if the Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, I, J, N, P, Q and R above.

For other actions not listed above, or included in 11.2 below, City will provide Company with a written notice setting forth the nature of the breach or failure and the actions, if any, required by Company to cure such a breach or failure. Company shall be deemed in default where: (1) breach or failure can be cured but Company fails to cure within thirty (30) days.

11.2 Criminal Activity of Company

Should the Company or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Company has been given notice and opportunity to present evidence in mitigation. The term “found guilty” shall be deemed to include any judicial determination that Company or any of Company’s officers, directors or employees is guilty and any admission of guilt by Company or any of Company’s officers, directors or employees including, but not limited to, the plea of “guilty”, “nolo contendere”, “no contest”, and “guilty to a lesser charge” entered as part of any plea bargain. If the Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, the Company completes a transfer of its contract rights and obligations to an individual or entity acceptable to the City pursuant to this Agreement.

11.3 Notice, Hearing and Appeal of Company Breach.

Upon a default by Company, City may, at its discretion, provide Company with a written notice of intent to terminate this Agreement that includes the following:

February 22, 2021 148 City of Alhambra
a. A description of the evidence upon which the decision to terminate is based

b. That Company has a right to a hearing prior to the City's termination of the Agreement

This hearing is to be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At this hearing Company shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at this hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or,

2. Determine that Company is innocent of a default and, accordingly, dismiss the Termination Notice of any charges of default; or,

3. Impose conditions on a finding of default and a time for cure, such that Company's fulfillment of said conditions will waive or cure any default.

This right of termination is in addition to any other rights of City upon a failure of Company to perform its obligations under this Agreement.

City's right to terminate this Agreement and to take possession of Company's Facility are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have, including without limitation the provision for Liquidated Damages in Section 11.4 below.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall be entitled in injunctive relief.

11.4 Liquidated Damages

A. General. City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of
damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. **Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The Parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.
Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. **Collection Reliability**
   
a) For each failure to commence service to a new Customer account within seven (7) days after order: $100.00 per occurrence

b) For each failure to Collect Solid Waste, which has been properly set out for Collection: $100.00 per occurrence

c) For each failure to correct and Collect a missed service within twenty-four (24) hours of notice of the missed service: $100.00 per occurrence; each additional twenty-four (24) hour period: $50.00 per occurrence.

2. **Collection Quality**
   
a) For failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) Containers annually: $50.00 per Container

b) For each occurrence of excessive noise or discourteous behavior: $100.00 per occurrence

c) For each occurrence of Collecting Solid Waste during unauthorized hours: $100.00 per occurrence

d) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: $100.00 per occurrence

e) For each failure to clean up Solid Waste spilled from Collection Containers within ninety (90) minutes: $100.00 per occurrence

3. **Customer Responsiveness**
   
a) For each failure to initially respond to a Customer complaint within one (1)
business day (excluding Saturday, Sunday and holidays listed in Section 4.7.1), and for each additional day in which the complaint is not addressed, which exceed five (5) annually: $50.00 per day

b) For each failure to process Customer complaints as required by Article 5, which exceed five (5) annually: $50.00 per occurrence

c) For each failure to record a response to a Customer complaint or request within twenty-four (24) hours of resolution: $100.00 per occurrence; For each additional twenty-four (24) hour period: $50.00 per occurrence

d) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of request from City or Customer: $50.00 per day For each additional day problem not resolved: $25.00 per day.

e) For each failure to repair or replace a damaged or missing Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.7.1) of request from City or Customer: $50.00 per day

f) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: $100.00 per occurrence

g) For each failure to issue a Warning Notice to a Container or materials not Collected due to improper set out which exceeds ten (10) such occurrences annually: $100 per day per occurrence

4. Failure to Submit Reports or Allow Access to Records

For each failure to submit any individual report or provide access to records in compliance with and in the timeframe specified in this Agreement. Incomplete and/or inaccurate reports shall be considered a failure to submit until such time as all information in the report has been provided in a complete and accurate form. In the event City determines an errant or incomplete report more than ten (10) business days after submittal by Company, Company shall be given ten (10) business days to complete and correct and any pending Liquidated Damages shall be tolled during that period.
a) Monthly Reports: $50 per day
b) Quarterly Reports: $50 per day
c) Annual Reports: $100 per day

5. Accuracy of Billing

a) Each Customer invoice that is not prepared in accordance with the City’s approved rate schedule, in excess of ten (10) annually:
   $25 per invoice not to exceed $2,500 per Billing run

b) For each instance or invoice in which Company imposes a special service fee not in accordance with the Approved Rate Schedule and not approved in advance in writing by City, or not requested by the Service Recipient which exceeds ten (10) such occurrences annually:
   $50 per occurrence

c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing complaint within seven (7) business days from the complaint:
   $100.00 per occurrence;
   Each additional day response not provided: $50.00

6. Public Education and Outreach

a) **Failure to Perform Public Education and Outreach.** For each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement.

   1st violation - $50 per occurrence
   2nd violation - $100 per occurrence
   3rd and subsequent violations - $250 per occurrence

7. Cooperation with Service Provider Transition

a) For each day routing information requested by City in accordance with Section 12.9 is received after City-established due dates, both for preparation of a request for proposals and for new service provider’s
implementation of service: $1,000/day

b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.9: $1,000/day

c) For delay in not meeting the requirements contained in Section 12.9 in a timely manner, in addition to the daily liquidated damages for breach under 8(a) and 8(b) above, liquidated damages of: $20,000

8. **Diversion Efforts**

For each Rate Year (July 1, 2021 to June 30, 2022 considered the first Rate Year) in which Company fails to provide support to the City within thirty (30) days of year-end, documenting that it Diverted at least thirty percent (30%) of the Solid Waste Company Collected under this Agreement per Section 4.5:

$25 for each ton below tonnage level necessary to meet thirty percent (30%) Diversion goal

9. **SB 1383 Requirements - Effective January 1, 2022**

a) **Use of Unauthorized Facilities.** For each individual occurrence of delivering Discarded Materials to a Facility other than an Designated Facility(ies) for each Discarded Material type under this Agreement.

1st violation - $50 per ton per offence
2nd violation - $100 per ton per offence
3rd and subsequent violations - $250 per ton per offence

b) **Failure to Implement a Collection System in accordance with Exhibit 9.** For each occurrence of failing to provide Customers with a Collection system required by and compliant with Exhibit 9 excluding Generators and Customers granted waivers pursuant to this Agreement, and excluding Generators and Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to Chapter 6.16.210 of the Alhambra Municipal Code and 14 CCR Division 7, Article 12, Article 7.
Minor, moderate and major violations have the same meaning as defined in 14 CCR Section 18997.3

Damages are per Generator or Customer per occurrence:

- $500 - Minor violation
- $4,000 – Moderate violation
- $7,500 – Major violation

c) **Failure of the Approved High Diversion Organic Waste Processing Facility to Achieve Recovery Requirements.** For each Ton of Mixed Waste received at the Facility in a quarterly reporting period when the quarterly average Mixed Waste organic content recovery rate is lower than required by 14 CCR Section 18982(a)(33). Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per ton per offence
2nd violation - $100 per ton per offence
3rd and subsequent violations - $250 per ton per offence

d) **Failure of Approved Facility(ies) to Meet Limits on Incompatible Materials (if Applicable).** For each Ton of Mixed Waste, Source Separated Recyclable Materials or SSGCOW received at the Facility(ies) in a quarterly reporting period when Organic Waste recovered after Processing exceeds Incompatible Material thresholds defined in Exhibit 8 Section 8.2.E.2 and 8.2.F.4 if limits on Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per ton per offence
2nd violation - $100 per ton per offence
3rd and subsequent violations - $250 per ton per offence

e) **Failure of Approved Facility(ies) to Meet Limits on Organic Waste in Materials Sent to Disposal.** For each Ton of Mixed Waste, Source Separate Recyclable Materials or SSGCOW received at the Facility(ies) in a quarterly reporting period when Organic Waste in the materials sent to Disposal...
exceeds the thresholds defined in Exhibit 8 Section 8.2.F.2 if limits on Organic Waste in materials sent to Disposal apply. Liquidated damages are assessed in the quarterly reporting period when the failure occurred.

1st violation - $50 per ton per offence
2nd violation - $100 per ton per offence
3rd and subsequent violations - $250 per ton per offence

f) **Failure to Perform Contamination Monitoring Requirements.** For each failure to conduct contamination monitoring in accordance with Section 5.4 of this Agreement.

1st violation - $50 per hauler route per occurrence or per waste evaluation per occurrence
2nd violation - $100 per hauler route per occurrence or per waste evaluation per occurrence
3rd and subsequent violations - $250 per hauler route per occurrence or per waste evaluation per occurrence

g) **Failure to Comply with Container Labeling and Colors.** For each occurrence of Company’s failure to comply with Container labeling and color requirements pursuant to Section 4.7.4.1 of this Agreement.

1st violation - $50 per Container occurrence
2nd violation - $100 per Container occurrence
3rd and subsequent violations - $250 per Container occurrence

h) **Failure to Conduct Compliance Tasks.** For each failure to conduct any compliance review, Discarded Materials evaluations pursuant to Section 8.6 of Exhibit 8, and/or other inspection required by this Agreement.

1st violation - $50 per occurrence
2nd violation - $100 per occurrence
3rd and subsequent violations - $250 per occurrence

i) **Failure to Issue Contamination Notices.** For each failure of Company Collection personnel to issue contamination notices and contaminating
processing fee notices and maintain documentation of issuance as required by Section 5.4 of this Agreement.

1st violation - $50 per hauler route per day
2nd violation - $100 per hauler route per day
3rd and subsequent violations - $250 per hauler route per day

j) **Failure to Conduct Follow-Up Inspections.** For each failure to conduct a follow-up inspection as required by Section 5.5 of this Agreement.

1st violation - $50 per occurrence
2nd violation - $100 per occurrence
3rd and subsequent violations - $250 per occurrence

10. **General Contract Adherence**

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met:

$100.00/day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

C. **Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

February 22, 2021

City of Alhambra
D. **Timing of Payment.** Company shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.1, or both.

11.5 **Excuse from Performance**

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, 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 Company’s employees or directed at Company is excused from performance only to the extent that the following requirements are met:

- Company provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Company shall amend the plan until it meets City requirements, including reasonably demonstrating how City’s basic Collection and sanitary needs will be met to the City’s satisfaction.

- Company shall meet all requirements of this plan or City may revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2 and 11.3, in which case Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The Party claiming excuse from performance shall, within two (2) 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.

The interruption or discontinuance of Company’s services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its
full obligations under this Agreement for any of the causes listed in this section for a period of forty-five (45) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Company's land, equipment and other property and engaging Company's personnel in Article 10 and this Article 11 will apply.

11.6 Notice, Hearing and Appeal of City Breach

Should Company contend that City is in breach of this Agreement, it shall file with the City Manager a written request with City for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. City shall notify Company of the time and date said hearing shall be held within thirty (30) days of receipt of Company's request. Company shall present its position and all relevant facts after City staff has made its presentation. Company shall be notified of City's ruling in writing within fourteen (14) days of the administrative hearing.

If Company is not in agreement with the ruling issued by City at the administrative hearing, it shall have the right to appeal this ruling to the City Council. This appeal shall be made in writing to City no later than fourteen (14) days after receipt of the administrative hearing ruling. City shall notify Company of the time and date the City Council will review Company's allegation. Company shall present its position and all relevant facts after staff has made its presentation. Company shall be notified in writing within thirty (30) days of the City Council's ruling. Company understands and agrees that if it fails to timely and properly exhaust the administrative remedies set forth in this Section, it has no right of action or other claim against the City for breach of this Agreement or otherwise.

11.7 Assurance of Performance

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.
ARTICLE 12
OTHER AGREEMENTS OF THE PARTIES

12.1 Relationship of Parties

The Parties intend that Company shall perform the services required by this Agreement as an independent Company engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, companies, Subcontractors and agents. Neither Company nor its officers, employees, companies, Subcontractors and agents shall obtain any rights to retirement benefits, workers’ compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all Applicable Laws.

12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

12.4 City

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.
12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither Party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Company, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided said sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein based on (1) Company's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Company for
consent to an assignment need be considered by City unless and until Company has met the following requirements:

a) Company shall undertake to pay City its reasonable expenses for attorney’s 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;

b) Company shall pay the City a transfer fee equal to 1% of the Gross Revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);

c) Company shall furnish City with audited financial statements of the proposed assignee’s operations for the immediately preceding three (3) operating years;

d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company’s operations; and,

e) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Company under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.
Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration.

12.6 Affiliated Companies

Company's accounting records shall be maintained on a basis showing the results of Company's operations under this Agreement separately from operations in other locations, as if Company were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Company in other locations, or with those of an Affiliate.

If Company enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

12.7 Contracting or Subcontracting

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City, which consent shall not be unreasonably withheld. No such consent shall be construed as making the City a party to such subcontract, or subject the City to liability of any kind to any Subcontractor. Company shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All Subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Company shall remain otherwise liable for the full and complete performance of its obligations hereunder.

12.8 Binding on Assigns

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.
12.9 Transition to Next Company

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company’s cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer’s difficulty or inability to store two sets of Containers, Company shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Company shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if Parties cannot agree on a phase-out schedule and Company does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Company’s Containers and seek cost reimbursement from Company through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall, to the maximum extent feasible provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall be responsible for coordinating transfer immediately after Company’s final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and holidays listed in Section 4.7.1) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Company to provide documentation of any Customer declining request to provide
keys, security codes, and/or remote controls used to access garages and Bin enclosures.

12.10 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors and permitted assigns.

12.11 Waiver

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either Party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

12.12 Company’s Investigation

Company has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

12.13 Condemnation

City fully reserves the rights to acquire Company’s property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the Parties set forth in Article 10.

12.14 Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:       City Manager
                 City of Alhambra

February 22, 2021  165  City of Alhambra
111 South First Street
Alhambra, CA 91801

If to Company:
General Manager
Republic Services
9200 Glenoaks Boulevard
Sun Valley, CA 91352

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

12.15 Representatives of the Parties

References in this Agreement to the “City” shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

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

12.16 City Free to Negotiate with Third Parties

City may investigate all options for the Collection, transporting, Recycling, Processing and Disposal of Solid Waste for periods commencing after the expiration of the initial Term. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Collection services, Refuse services, Recyclable Materials services, Organic Waste services and Processing, and any
combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

12.17 Compliance with Municipal Code

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

12.18 Privacy

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer’s waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste composition studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Company.

12.19 Cooperation Following Termination

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Company shall cooperate fully with City and any subsequent Company to assure a smooth transition of Solid Waste management services. Company’s cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

12.20 Compliance with Immigration Laws.

Company shall be knowledgeable of and comply with all local, State and federal laws
which may apply to the performance of this Agreement. Company warrants and represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any Subcontractor retained by the Company to perform a portion of the services under this Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code), as amended. Company agrees to verify the legal status of all of its employees and provide documentation of such verification whenever requested by the City. If Company discovers that any employee it has retained is not in compliance with Immigration Laws, Company agrees to terminate such employee.

12.21 Guarantee of Company's Performance

Pursuant to a guarantee in substantially the form attached as Exhibit 4, Consolidated Disposal Services LLC, DBA Republic Services, a corporation which owns all of the issued and outstanding common stock of Company, has agreed to guarantee Company's performance of this Agreement. The Guarantee is being provided ten (10) days subsequent to the execution of this Agreement.
ARTICLE 13

MISCELLANEOUS AGREEMENTS

13.1 Entire Agreement

This Agreement, including the Exhibits, represents the full and entire Agreement between the Parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Company to any additional payment whatsoever under the terms of this contract.

13.2 Section Headings

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

13.3 References to Laws and Other Agreements

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the Parties and City.

13.4 Interpretation

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

13.5 Agreement

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

13.6 Severability

If any non-material provision of this Agreement is for any reason deemed to be invalid
and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

13.7 Exhibits

Each of the Exhibits identified as Exhibit "1" through "9" is attached hereto and incorporated herein and made a part hereof by this reference.

13.8 Non-Waiver Provision

Failure of either Party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that Party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance or unexcused defaults by the other Party.

13.9 Attorneys' Fees

If either Party to this Agreement is required to initiate or defend or made a Party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF ALHAMBRA

("City")

ATTEST: _______________________
CITY CLERK

APPROVED AS TO FORM:

_____________________________
BURKE, WILLIAMS & SORENSEN, LLP
City Attorney

By: ___________________________
MAYOR, CITY OF ALHAMBRA

_____________________________
CONSOLIDATED DISPOSAL SERVICE, LLC
("COMPANY")

By: ___________________________
Name:
Title:

_____________________________
CONSOLIDATED DISPOSAL SERVICE, LLC
("COMPANY")

By: ___________________________
Name:
Title:
EXHIBIT 1

COMPANY'S PROPOSAL
Whatever you need, we'll handle it from here™
Every step (and pickup) of the way.

The City of Alhambra
Request for Proposal 2M20-10
For
Integrated Solid Waste Management Services
(RFP No.2M20-10)

Submitted by: Republic Services
Address: 9200 Glenoaks Blvd., Sun Valley CA 91352
Telephone Number: 818-683-1617
Date of Submittal: August 27, 2020
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Matthew Cuevas  
Management Analyst  
City of Alhambra  
111 South First Street  
Alhambra, California 91801

Request for Proposals for Integrated Solid Waste Management Services

Dear Mr. Cuevas,

Consolidated Disposal Service, LLC d/b/a Republic Services as the City’s current service provider for the past 25 years, is pleased to provide the City of Alhambra with its proposal for the above referenced scope of work. We have thoroughly and thoughtfully reviewed the City’s draft Request for Proposal, draft agreement, all attachments, exhibits, addenda and other documents relative to the RFP. In addition, we have engaged our in-house experts to conduct all necessary due diligence to investigate and confirm the material facts upon which the proposal is based.

As the current service provider, Republic Services in one of the most experienced solid waste services and recycling providers in the nation, including the Los Angeles County area. Our local presence is more than just our Sun Valley facility that provides services to over 8,400 Commercial Customers per day. We also own and operate five additional local collection facilities, multiple transfer stations, a state-of-the-art Recycling Facility that can process over 6,000 tons per day, a landfill that provides power to more than 5,000 homes and multiple local organic processing facilities. Republic is the lowest risk for the City as Alhambra’s current provider that provides a seamless transition.

Republic is an industry leader providing the strength of a national network, handling more than 100 million tons of solid resources annually for nearly 14 million customers nationwide, while employing nearly 2,000 united local employees with decades of experience, diversified capabilities and expertise serving clients of all sizes—including, proudly, the Cities of Rosemead, Lawndale, Inglewood, Anaheim, Pasadena, and Los Angeles. Our national strength is why we are offering the City of Alhambra a proposal that encompasses both service options. Our primary offer is a three-container solution (Option 2) with proven compliance. We have also included as a second offering, a solution for the two container collections (Option 1). Both offerings are proposed at the same rate of services.

Republic Services offers full compliance with all statewide recycling initiatives, including AB 939, AB 341, AB 827, AB 1826, and SB 1383. We are known as an industry leader in recycling education, outreach and physical recycling capabilities. As part of our continued partnership to meet the City’s diversion goals, you will not only have a local Municipal Manager assigned to Alhambra, you will also have a Zero Waste coordinator at a local Alhambra office. Zero Waste coordinators are tasked to help support customers in resolving daily needs and to provide education to reach the City’s diversion goals. As an example, the following organics video link demonstrates the type education we can provide to the Alhambra Community.

The Key Contact Person for this project is Francelia Aguilar, Municipal Relationship Manager. The City may contact Francelia directly by telephone: (562) 755-7350, by email: faugilar@republicservices.com or by mail: 9200 Glenoaks Boulevard, Sun Valley, CA 91352.

Republic proudly invites the City of Alhambra and its consultants to tour our state-of-the-art facilities. We stand behind this proposal with the commitment of providing strong support and exceeding the City’s diversion goals and state compliance in the City of Alhambra. I, the undersigned, am authorized to bind this company in contract with the City of Alhambra for the scope of services outlined in the City’s RFP, and I look forward to the opportunity to continue serving your community.

Respectfully,

[Signature]

David Cannon
General Manager
CERTIFICATE OF SECRETARY

RELATING TO BID OR PROPOSAL TO PROVIDE INTEGRATED SOLID WASTE MANAGEMENT SERVICES FOR THE CITY OF ALHAMBRA IN THE STATE OF CALIFORNIA

The undersigned, Secretary of CONSOLIDATED DISPOSAL SERVICE, L.L.C., a Delaware limited liability company (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by REPUBLIC SERVICES, INC., a Delaware corporation, the sole member of the Company (the "Member") by written consent of the Member on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development, Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that DAVID CANNON holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 16th day of June, 2020.

[Signature]

Eileen B. Schuler, Secretary
1 General Requirements – Additional Information
Republic’s Approach to Building Community

In 1995, the City of Alhambra entered into a waste services franchise agreement with Republic. In return, the City received a committed partner in Republic as we confronted the regulatory challenges brought about by AB 341 and AB 1826, succeeding beyond expectation to achieve an outstanding diversion rate of 66 percent. This achievement was most certainly made possible through our comprehensive outreach and education efforts, delivered and amplified consistently via multiple platforms; however, the primary success factor which ought to be acknowledged is Republic’s local team’s commitment to the entire Alhambra community: Alhambra business owners, residents, and the environment.

That sort of partnership requires corporate support and local dedication. This concept of corporate resources and local effort provides the foundation for Republic’s culture of community involvement and supporting initiatives. Republic’s local team, over many years, has worked with Alhambra staff and community leaders to contribute something of value to those fortunate enough to call the City of Alhambra their home.

Republic personnel are charged with actively seeking out opportunities to aid civic and community groups and organizations through responding to requests for financial, planning, and logistics support for activities, events, and infrastructure development.

Republic’s local team is comprised of vibrant people who genuinely care and strive to make a difference in the lives of the people they serve each day.

When the pandemic struck the nation, Republic expanded its commitment to the communities it has the honor of serving through its $20 million Committed to Serve initiative, which was a way of acknowledging its own essential workers while simultaneously supporting local businesses.

The chart on the following page reflects some of the community-based organizations, events, and activities Republic has supported in Alhambra over the years. It is not comprehensive.

Following the Community Involvement summary chart, additional information about Republic’s latest Committed to Serve initiative, some of the benefits the program has brought to the City already, and a few examples of Republic’s localized community involvement efforts.
<table>
<thead>
<tr>
<th>Event Description</th>
<th>Schools + Sponsorship</th>
<th>Local Event Sponsorship</th>
<th>Volunteer</th>
<th>Civic Organizations Sponsorship</th>
<th>Charitable Groups</th>
<th>Service Donations Education (Booth)*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alhambra Chamber – All Events</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Dodger Day</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Eco Fair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Education Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Fire Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra High School Football</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra National Night Out</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Neighborhood Clean-up</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Police DARE Golf Tournament</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Police Officers Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Rotary</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Rotary Mini Grants</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Shredding, Composting, E-Waste Fair</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Soroptimist (Gala)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual State of the City</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chinese Lunar New Year Parade and Festival</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Go for Broke National Education Center</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Peppy's Heart Walk</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West San Gabriel YMCA</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AUSD Marching Band</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA Celebrity Waiters Lunch</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA Heart of the Community</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Rotary Charities Foundation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alhambra Library</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tournament of Rose Queen Luncheon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>YMCA YKids Grant</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Committed to Serve Initiative

As a national industry leader, Republic prides itself on its commitment to contingency planning and the ability to ensure our people are safe and assets operational, so Republic can continue to provide services. While other providers struggled operationally and financially, Republic continues to provide essential services to all of its customers. In addition, we have reinvested into the communities we work and live in by launching Committed to Serve, a $20 million initiative to recognize our frontline employees in the field, their families, and small business customers across the country.

Republic’s goal is to support the economy at the local level, benefiting small business customers and communities, as well as Republic employees and our country. Some of the protections and benefits Republic has implemented for its employees are highlighted in the infographic, at right.

For two months during the height of the pandemic, all of Republic’s 28,000 frontline employees received a weekly meal, a weekly dinner for employees and their families, and bi-weekly $100 gift cards to spend locally. Republic purchased all meals from local, small businesses to help support our customers and the communities we serve.

A Community Partner in Alhambra

With business as usual not an option, Republic purposefully set about to partner with its communities to manage the unique set of circumstances brought about by the pandemic. In the City of Alhambra, Republic has been providing meals for its 200 frontline employees each week. To date, over $50,000 has been spent with local restaurants including Charlie’s Trio—located in Alhambra, as indicated in the photo, left.

Republic’s giving didn’t start when the pandemic hit. As identified in the previous Community Involvement Summary chart, Republic has established longstanding roots in the Alhambra community, which includes not only the event participation, service donations, and Republic sponsorships listed, but also—in many cases—active participation.

For example, Francellia Aguilar, Republic’s Municipal Relationship Manager, is also involved in several organizations. She currently sits on the Board of Directors for the Alhambra Chamber of Commerce; she is also an ambassador for the Chamber and on the Board of Directors for the West San Gabriel YMCA located in the City of Alhambra.
But there is even more to Republic’s community involvement; it takes on a bit of a personal note. Waste services providers nationwide have been acknowledged as providing an essential service during the pandemic, and as widely reported, many homeowners agree—hearing and seeing waste collection vehicles has provided a semblance of normalcy during an otherwise extraordinarily challenging time.

As an example, in Alhambra, a little boy named Oliver had his fourth birthday during COVID-19. Unable to have a proper birthday party, Alhambra police and fire departments joined with a Republic trash truck to caravan past Oliver’s home in celebration.

Two days later, Republic’s entire local fleet of 15 trucks drove by in a parade for Oliver. Our drivers felt great to be part of this celebration.

In the following week, we were asked by resident Norma if we could join in her 90th birthday celebration with a parade. Again, our drivers were excited and joined in the celebration with a 12-truck parade.

These community involvement highlights were drawn from Republic’s recent experience in Alhambra over the past few months. These examples do not begin to recount Republic’s involvement in the Alhambra community over the course of its 25-year history.
# 1 General Requirements

## 1.c Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Requirements</td>
<td>i</td>
</tr>
<tr>
<td>1.a Title Page</td>
<td>i</td>
</tr>
<tr>
<td>1.b Cover Letter</td>
<td>i</td>
</tr>
<tr>
<td>Republic's Approach to Building Community</td>
<td>1</td>
</tr>
<tr>
<td>1.c Table of Contents</td>
<td>5</td>
</tr>
<tr>
<td>1.d Anti-Collusion Affidavit</td>
<td>7</td>
</tr>
<tr>
<td>1.e Executed Signature Page of RFP Addenda</td>
<td>8</td>
</tr>
<tr>
<td>2 Rate Proposal Forms</td>
<td>13</td>
</tr>
<tr>
<td>Attachment 3</td>
<td>13</td>
</tr>
<tr>
<td>3 Supporting Cost and Operating Data Worksheets</td>
<td>15</td>
</tr>
<tr>
<td>Attachment 4</td>
<td>15</td>
</tr>
<tr>
<td>4 Exceptions</td>
<td>17</td>
</tr>
<tr>
<td>5 Proposer Overview</td>
<td>19</td>
</tr>
<tr>
<td>5.a Business Structure</td>
<td>21</td>
</tr>
<tr>
<td>5.b Description of Proposer's Experience</td>
<td>23</td>
</tr>
<tr>
<td>5.c Past and Pending Litigation</td>
<td>43</td>
</tr>
<tr>
<td>5.d Key Personnel</td>
<td>45</td>
</tr>
<tr>
<td>5.e Financial Information</td>
<td>53</td>
</tr>
<tr>
<td>5.f Insurance</td>
<td>57</td>
</tr>
<tr>
<td>6 Designated Facility Descriptions</td>
<td>59</td>
</tr>
<tr>
<td>6.a Transfer Facilities</td>
<td>61</td>
</tr>
<tr>
<td>6.b Processing Facilities - Recycling</td>
<td>63</td>
</tr>
<tr>
<td>6.c Operating Facilities</td>
<td>69</td>
</tr>
<tr>
<td>6.d Disposal Facilities</td>
<td>71</td>
</tr>
<tr>
<td>7 Service Implementation Plan</td>
<td>73</td>
</tr>
<tr>
<td>7.a Collection Services</td>
<td>77</td>
</tr>
<tr>
<td>7.b Implementation Team, Schedule, and Activities</td>
<td>85</td>
</tr>
<tr>
<td>7.c Ongoing Public Education and Outreach Plan</td>
<td>91</td>
</tr>
<tr>
<td>7.e Second Option: Two-Container Commercial/MFD Collection</td>
<td>97</td>
</tr>
<tr>
<td>8 AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan</td>
<td>99</td>
</tr>
<tr>
<td>9 Customer Service Plan</td>
<td>113</td>
</tr>
<tr>
<td>Additional Information: Holistic System Upgrades</td>
<td>121</td>
</tr>
</tbody>
</table>
Additional Information: Customer Management Tools ......................................................... 123
9.a Call Metrics ............................................................................................................. 125
9.b Work Order Completion Time .................................................................................. 127
10 Automated Cart Description ....................................................................................... 129
11 Collection Vehicle Description ................................................................................... 131
12 Minimum Recycling Requirements ............................................................................. 139
13 Recyclable Material Program ..................................................................................... 141
14 Organic Waste Recycling Program ............................................................................ 149
Collateral Material Examples .......................................................................................... 157
15 Food Recovery Assistance ........................................................................................... 163
16 Procurement of Recovered Organic Waste Products .................................................. 169
17 Employment of Prior Contractor Employees .............................................................. 171
18 Proposal Enhancements .............................................................................................. 173
ATTACHMENT 5

ANTI-COLLUSION AFFIDAVIT

Proposer as a part of this proposal submits the following affidavit:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says:
That he has lawful authority to execute the within and foregoing proposal; that he has
executed the same by subscribing his name hereto under oath for and on behalf of said
proposer; that proposer has not directly or indirectly entered into any agreement, express or
implied, with any proposer or proposers, having for its object the controlling of the price or
amount of such proposal or proposals, the limiting of the proposals or proposers, the
parceling or farming out to any proposer or proposers or other persons of any part of the
contract or any part of the subject matter of the proposal or proposals or of the profits thereof,
and that he has not and will not divulge the sealed Proposal to any person whomsoever,
except those having a partnership or other financial interest with him in said proposal or
proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among
proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed
price or to refrain from submitting a proposal; or with any City official or employee as to
quantity, quality, or price in the prospective contract; or in any discussions between
proposers and any City official concerning exchange of money or other things of value for
special consideration in the letting of a contract; that the proposer has not paid, given or
donated or agreed to pay, give or donate to any official, officer or employee of the City
directly or indirectly, in the procuring of the award of contract pursuant to this proposal.

Executed under penalty of perjury on this 30th day of July 2020 at 3:00 pm.

SIGNED

BY

TITLE

COMPANY

Republic Services

Failure to complete and submit this form will deem the proposer's proposal incomplete and nonconforming.
This Addendum is to be incorporated in and become part of the Proposal. Proposers must acknowledge receipt of Addendum No. 1 by signing and dating below, and including this signature page with the Proposal, as "1(e)" in the proposal outline (the entire Addendum need not be included).

Acknowledged:

[Signature]

Date: 12/11/2020

Republic Services

Company

Addendum No. 1 Attachments:
1. Updated RFP Including Updated Draft Agreement
2. 2019 Hauler Tonnage Reports
3. Attachments 3 and 4 (EXCEL)
ADDENDUM NO. 2
TO THE REQUEST FOR PROPOSALS FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES
(RFP No. 2M26-10)

City of Alhambra
111 South First Street
Alhambra, California 91801

The Request for Proposals (RFP) Documents shall be revised by additions to, deletions from and changes as stated in this addendum; insofar as original documents are in variance with this Addendum, this Addendum shall govern. Please note that the text of the Draft Agreement identifies updated information in redline format. The following change is hereby incorporated:

Revisions to Draft Agreement:

Page 176, Agreement execution page.

This Addendum is to be incorporated in and become part of the Proposal. Proposers must acknowledge receipt of Addendum No. 2 by signing and dating below, and including this signature page with the Proposal, as “7(e)” in the proposal outline (the entire Addendum need not be included).

Acknowledged:

[Signature]

Date: 06-23-2020

Company: Republic Services

Addendum No. 2 Attachments:

1. Updated Agreement Executive Page (page 176)
IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF ALHAMBRA

(“City”)

ATTEST: ____________________________  
CITY CLERK

APPROVED AS TO FORM:

______________________________
City Attorney

By: ________________________________  
MAYOR, CITY OF ALHAMBRA

(“COMPANY”)

By: ________________________________  
Name: David Cannon  
Title: General Manager

(“COMPANY”)

By: ________________________________  
Name: David Hauser  
Title: Market VP.
ADDENDUM NO. 3

TO THE REQUEST FOR PROPOSALS FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES
(RFP No. 2M20-10)

City of Alhambra
111 South First Street
Alhambra, California 91801

The Request for Proposals (RFP) Documents shall be revised by additions to, deletions from and changes as stated in this addendum; insofar as original documents are in variance with this Addendum, this Addendum shall govern.

The current solid waste provider has provided updated container information which will be provided to proposers in a subsequent addendum by July 24, 2020. The following change is hereby incorporated:

Revision to Proposal Due Date:
The due date for proposals is revised from July 30, 2020, to August 27, 2020.

This Addendum is to be incorporated in and become part of the Proposal. Proposers must acknowledge receipt of Addendum No. 3 by signing and dating below, and including this signature page with the Proposal, as “1(c)” in the proposal outline (the entire Addendum need not be included).

Acknowledged:

[Signature]

Date

Company

Addendum No. 3 Attachments:
None

City of Alhambra
1

June 22, 2020
ADDENDUM NO. 4
TO THE REQUEST FOR PROPOSALS FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES
(RFP No. 2M20-10)

City of Alhambra
111 South First Street
Alhambra, California 91801

The Request for Proposals (RFP) Documents shall be revised by additions to, deletions from and changes as stated in this addendum; insofar as original documents are in variance with this Addendum, this Addendum shall govern. Please note that the changes in Attachment 3 to the RFP identify updated information. The following changes are hereby incorporated:

Revisions to Attachment 3 of the RFP:

1. The current solid waste provider performed a container audit which identified containers which were not being billed, and therefore, were not included in the original container count. The cumulative effect of these changes are described below:
   a. Attachment 3-C - Option 1: Mixed Waste Processing (Current System):
      i. The number of containers increased from 1,371 to 1,536, an increase of 12%, and cubic yards of capacity increased from 4,694 to 4,835, an increase of 3%.
   b. Attachment 3-E - Option 1: Mixed Waste Processing (Current System):
      i. The number of containers increased from 1,041 to 1,115, an increase of 7%, and cubic yards of capacity increased from 7,232 to 7,359, an increase of 2%.

2. The current solid waste provider revised their methodology for determining the estimated container distribution for Option 2, Source-Separated Refuse, Recycling, and Organics, in Attachments 3-D and 3-F. The revised methodology is described below:
   a. Revised assumptions are based on:
      i. 80% of all customers that meet the thresholds of AB 341 will participate in the hauler provided recycling program; and,
      ii. 40% of all customers that meet the thresholds of AB 1826 will participate in the hauler provided organics program.
   b. The information contained in Attachments 3-D and 3-F are estimates and are provided for informational purposes only. Proposers may use these estimates, or can propose another container distribution in the yellow highlighted cells only, should they wish to use different assumptions. A standardized container distribution will be developed in order to evaluate proposals on a consistent basis after submission of proposals. The standardized container distribution may be the average of the proposed distributions should they differ from what is currently contained in Attachments 3-D and 3-F.
Republic's Rate Proposal Forms (Attachment 3) for Option 1 (Two-Container) and Option 2 (Three-Container) included.

Price Flex
Republic is willing to adjust offered price outlined on price sheets to meet the City's needs. Republic will flex residential rates and commercial rates in combination holding the overall revenue neutral, based upon City's recommendation.
### ATTACHMENT 3

**RATE PROPOSAL FORMS**

**Table of Contents**

<table>
<thead>
<tr>
<th>Page</th>
<th>Contents</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-A</td>
<td>Projected Estimated First-Year Rate Revenue</td>
</tr>
<tr>
<td>3-B</td>
<td>Projected Estimated First-Year Residential and Multi-Family Cart Rate Revenue</td>
</tr>
<tr>
<td>3-C</td>
<td>Projected Estimated First-Year Residential and Multi-Family Bin Rate Revenue - Option 1 Mixed Waste Processing (Current System)</td>
</tr>
<tr>
<td>3-D</td>
<td>Projected Estimated First-Year Residential and Multi-Family Bin Rate Revenue - Option 2 Source Separated Refuse, Recycling, and Organics</td>
</tr>
<tr>
<td>3-E</td>
<td>Projected Estimated First-Year Commercial Rate Revenue - Option 1 Mixed Waste Processing (Current System)</td>
</tr>
<tr>
<td>3-F</td>
<td>Projected Estimated First-Year Commercial Rate Revenue - Option 2 Source Separated Refuse, Recycling, and Organics</td>
</tr>
<tr>
<td>3-G</td>
<td>Projected Estimated First-Year Roll-Off Box and Temporary Bin Rate Revenue</td>
</tr>
<tr>
<td>3-H</td>
<td>Proposed Rates for Other Services</td>
</tr>
</tbody>
</table>
# Projected Estimated First-Year Rate Revenue

**Proposing Company:** Republic Services, Inc.

Instructions: Enter proposer's name in the above blue, bolded box. Confirm that rate revenue is accurately reflected, based on proposer's proposed rates.

<table>
<thead>
<tr>
<th>Row</th>
<th>Service Category</th>
<th>Projected First Year Annual Contractor Rate Revenue (Option 1 Mixed Waste Processing: Current System)</th>
<th>Reference - Option 1</th>
<th>Projected First Year Annual Contractor Rate Revenue (Option 2 Source Separated Refuse, Recycling, and Organics)</th>
<th>Reference - Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Projected Residential and Multi-Family Cart Rate Revenue (a)</td>
<td>$4,703,900</td>
<td>Attach. 3-B, Row 10</td>
<td>$4,703,900</td>
<td>Attach. 3-B, Row 10</td>
</tr>
<tr>
<td>2</td>
<td>Projected Multi-Family and Residential Bin Rate Revenue (a)</td>
<td>$3,643,149</td>
<td>Attach. 3-C, Row 32</td>
<td>$3,476,812</td>
<td>Attach. 3-D, Row 86</td>
</tr>
<tr>
<td>3</td>
<td>Projected Commercial Rate Revenue (a)</td>
<td>$4,646,697</td>
<td>Attach. 3-E, Row 37</td>
<td>$4,387,810</td>
<td>Attach. 3-E, Row 56</td>
</tr>
<tr>
<td>4</td>
<td>Projected Roll-Off Box and Temporary Bin Rate Revenue (a)</td>
<td>$491,429</td>
<td>Attach. 3-G, Row 11</td>
<td>$491,429</td>
<td>Attach. 3-G, Row 11</td>
</tr>
<tr>
<td>5</td>
<td>Total Annual Estimated First-Year Rate Revenue (a)</td>
<td>$13,492,173</td>
<td>Sum Rows 1 through 4</td>
<td>$13,069,951</td>
<td>Sum Rows 1 through 4</td>
</tr>
</tbody>
</table>

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.
# PROJECTED ESTIMATED FIRST YEAR RESIDENTIAL AND MULTI-FAMILY CART RATE REVENUE

Proposing Company: Republic Services, Inc.

Instructions: Provide rates in blue, bolded boxes. The other rates should automatically calculate. Confirm accuracy of calculations.

<table>
<thead>
<tr>
<th>Row</th>
<th>Service Category</th>
<th>Low-Income Rate Reduction</th>
<th>Monthly Contractor Rate</th>
<th># of Units as of December 2019</th>
<th>Monthly Contractor Revenue</th>
<th>Annual Contractor Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Curbside Collection - 1x week, one refuse, recycling and organics cart - Per Dwelling Unit Fee</td>
<td>$22.78</td>
<td>16,994 units</td>
<td>$387,123.32</td>
<td>$4,645,480</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total Cart Customers with Low Income Rate Reduction - Per Dwelling Unit Fee</td>
<td>$20.78</td>
<td>100 units</td>
<td>$2,078.00</td>
<td>$24,936</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Private Property Service (1) - Non-Qualifying Customers - Per Dwelling Unit Fee</td>
<td>$39.44</td>
<td>54 units</td>
<td>$2,129.76</td>
<td>$25,557</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Private Property Service (2) - Qualifying Customers - Per Dwelling Unit Fee</td>
<td>$22.78</td>
<td>29 units</td>
<td>$660.62</td>
<td>$7,927</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Additional Cart Rates (3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Refuse - Any Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td>Recycling - Any Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Organics - Any Size</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
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<td>9</td>
<td>Projected Additional Cart Revenue</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Projected Total Annual Revenue</td>
<td>17,177</td>
<td>$391,591.70</td>
<td>$4,703,900</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Failure to complete and submit this form will deem the proposer’s franchise proposal non-responsive.

1. Non-Qualifying Customers are able-bodied customers who elect to receive private property service at a higher cost. Please provide the total rate for non-qualifying private property service.
2. Qualifying Customers receiving private property service shall be charged the Curbside Collection Rate on Row 1.
3. City does not keep records of additional carts in service.

April 28, 2020

City of Alhambra
**PROJECTED ESTIMATED FIRST-YEAR RESIDENTIAL AND MULTI-FAMILY BIN RATE REVENUE**

Option I: Mixed Waste Processing (Current System)

Proposing Company: Republic Services, Inc.

Instructions: Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>96-Gallon Mixed Waste</td>
<td>$85.11</td>
<td>$136.65</td>
<td>$216.69</td>
<td>$261.76</td>
<td>$571.05</td>
<td>$466.31</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1 Cubic Yard - Alley</td>
<td>$125.11</td>
<td>$204.97</td>
<td>$317.46</td>
<td>$420.44</td>
<td>$559.57</td>
<td>$699.47</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>2 Cubic Yard - Alley</td>
<td>$158.14</td>
<td>$253.03</td>
<td>$379.54</td>
<td>$531.36</td>
<td>$690.76</td>
<td>$863.45</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3 Cubic Yard - Alley</td>
<td>$187.83</td>
<td>$281.75</td>
<td>$394.65</td>
<td>$552.23</td>
<td>$717.00</td>
<td>$897.38</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>4 Cubic Yard - Alley</td>
<td>$243.89</td>
<td>$390.22</td>
<td>$582.33</td>
<td>$828.33</td>
<td>$1,072.91</td>
<td>$1,341.33</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>1 Cubic Yard - Private Property Service (1)</td>
<td>$128.11</td>
<td>$204.97</td>
<td>$317.46</td>
<td>$420.44</td>
<td>$559.57</td>
<td>$699.47</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>2 Cubic Yard - Private Property Service (1)</td>
<td>$158.14</td>
<td>$253.03</td>
<td>$379.54</td>
<td>$531.36</td>
<td>$690.76</td>
<td>$863.45</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>3 Cubic Yard - Private Property Service (1)</td>
<td>$187.83</td>
<td>$281.75</td>
<td>$394.65</td>
<td>$552.23</td>
<td>$717.00</td>
<td>$897.38</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>4 Cubic Yard - Private Property Service (1)</td>
<td>$243.89</td>
<td>$390.22</td>
<td>$582.33</td>
<td>$828.33</td>
<td>$1,072.91</td>
<td>$1,341.33</td>
<td></td>
</tr>
</tbody>
</table>

**Service Levels**

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>96-Gallon Mixed Waste</td>
<td>154</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1 Cubic Yard - Alley</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>2 Cubic Yard - Alley</td>
<td>22</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>3 Cubic Yard - Alley</td>
<td>28</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>4 Cubic Yard - Alley</td>
<td>4</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>1 Cubic Yard - Private Property Service (1)</td>
<td>97</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>2 Cubic Yard - Private Property Service (1)</td>
<td>659</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>3 Cubic Yard - Private Property Service (1)</td>
<td>760</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>4 Cubic Yard - Private Property Service (1)</td>
<td>94</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>20</td>
<td>Scout</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**Multi-Family and Residential Bin Revenue**

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>96-Gallon Mixed Waste</td>
<td>$13,153.14</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>22</td>
<td>1 Cubic Yard - Alley</td>
<td>$896.27</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>23</td>
<td>2 Cubic Yard - Alley</td>
<td>$6,060.48</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>24</td>
<td>3 Cubic Yard - Alley</td>
<td>$5,291.24</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>4 Cubic Yard - Alley</td>
<td>$925.36</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>26</td>
<td>1 Cubic Yard - Private Property Service (1)</td>
<td>$12,426.67</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>27</td>
<td>2 Cubic Yard - Private Property Service (1)</td>
<td>$72,866.26</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>28</td>
<td>3 Cubic Yard - Private Property Service (1)</td>
<td>$65,955.78</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>29</td>
<td>4 Cubic Yard - Private Property Service (1)</td>
<td>$12,438.39</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>30</td>
<td>Projected Monthly Revenue</td>
<td>$303,345.75</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
</tbody>
</table>

| 31  | Months | 12 | - | - | - | - | - |
| 32  | Projected Annual Revenue | $3,640,160 | - | - | - | - | - |

(1) Backyard service for non-qualified customers.

Failure to complete and submit this form will deem the proponent's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
<table>
<thead>
<tr>
<th>Event</th>
<th>Condition Type/x</th>
<th>Equipment</th>
<th>Location</th>
<th>Material / Category</th>
<th>Time &amp; Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1012</td>
<td>Walts</td>
<td></td>
<td>Steel</td>
<td>10:00 - 12:00</td>
</tr>
<tr>
<td>2</td>
<td>1013</td>
<td>Walls</td>
<td></td>
<td>Wood</td>
<td>13:00 - 15:00</td>
</tr>
<tr>
<td>3</td>
<td>1014</td>
<td>Floors</td>
<td></td>
<td>Concrete</td>
<td>16:00 - 18:00</td>
</tr>
<tr>
<td>4</td>
<td>1015</td>
<td>Ceilings</td>
<td></td>
<td>Plaster</td>
<td>19:00 - 21:00</td>
</tr>
<tr>
<td>5</td>
<td>1016</td>
<td>Windows</td>
<td></td>
<td>Glass</td>
<td>22:00 - 00:00</td>
</tr>
</tbody>
</table>

**Notes:**
- All equipment and materials are pre-approved by the project manager.
- All work must be completed by the scheduled time.
### Projected First-Year Commercial Rate Revenue

**Option 1: Mixed Waste Processing (Current System)**

**Proposing Company:** Republic Services, Inc.

**Instructions:** Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>96-gallon Mixed Waste</td>
<td>$35.44</td>
<td>$136.65</td>
<td>$314.37</td>
<td>$280.86</td>
<td>$373.05</td>
<td>$466.24</td>
</tr>
<tr>
<td>2</td>
<td>1-Cubic Yard Mixed Waste</td>
<td>$123.11</td>
<td>$204.97</td>
<td>$307.49</td>
<td>$430.84</td>
<td>$559.79</td>
<td>$699.67</td>
</tr>
<tr>
<td>3</td>
<td>1.5-Cubic Yard Mixed Waste</td>
<td>$142.34</td>
<td>$227.75</td>
<td>$341.62</td>
<td>$478.27</td>
<td>$621.75</td>
<td>$772.10</td>
</tr>
<tr>
<td>4</td>
<td>2-Cubic Yard Mixed Waste</td>
<td>$158.56</td>
<td>$233.03</td>
<td>$379.54</td>
<td>$531.36</td>
<td>$660.78</td>
<td>$803.45</td>
</tr>
<tr>
<td>5</td>
<td>3-Cubic Yard Mixed Waste</td>
<td>$187.03</td>
<td>$281.75</td>
<td>$404.45</td>
<td>$552.23</td>
<td>$717.90</td>
<td>$897.38</td>
</tr>
<tr>
<td>6</td>
<td>4-Cubic Yard Mixed Waste</td>
<td>$243.89</td>
<td>$306.22</td>
<td>$588.55</td>
<td>$823.31</td>
<td>$1,072.91</td>
<td>$1,341.33</td>
</tr>
<tr>
<td>7</td>
<td>6-Cubic Yard Mixed Waste</td>
<td>$239.14</td>
<td>$466.35</td>
<td>$609.92</td>
<td>$979.33</td>
<td>$1,273.13</td>
<td>$1,591.42</td>
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<tr>
<td>8</td>
<td>84-gallon Organic Waste</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>9</td>
<td>2-Cubic Yard Organic Waste</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>10</td>
<td>3-YD Compactor</td>
<td>$244.18</td>
<td>$369.80</td>
<td>$594.70</td>
<td>$1,156.58</td>
<td>$1,593.56</td>
<td>$1,944.45</td>
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<tr>
<td>11</td>
<td>Scout Service</td>
<td>No additional charge</td>
<td>No additional charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Locking Bin</td>
<td>No additional charge</td>
<td>No additional charge</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Service Levels

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Total Containers</th>
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</thead>
<tbody>
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<td>13</td>
<td>96-gallon Mixed Waste</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>14</td>
<td>1-Cubic Yard Mixed Waste</td>
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<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>15</td>
<td>1.5-Cubic Yard Mixed Waste</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>16</td>
<td>2-Cubic Yard Mixed Waste</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>17</td>
<td>3-Cubic Yard Mixed Waste</td>
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</tr>
<tr>
<td>20</td>
<td>84-gallon Organic Waste</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
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<td>1</td>
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<td>1</td>
<td>6</td>
</tr>
<tr>
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<td>3-YD Compactor</td>
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<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Scout Service</td>
<td>152</td>
<td>114</td>
<td>42</td>
<td>6</td>
<td>10</td>
<td>375</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Locking Bin</td>
<td>4</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

### Commercial Bin Revenue

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>Monthly Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>96-gallon Mixed Waste</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
<td>$3,278.80</td>
</tr>
<tr>
<td>26</td>
<td>1-Cubic Yard Mixed Waste</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$128.11</td>
<td>$128.11</td>
</tr>
<tr>
<td>27</td>
<td>1.5-Cubic Yard Mixed Waste</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
<td>$1,579.74</td>
</tr>
<tr>
<td>28</td>
<td>2-Cubic Yard Mixed Waste</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
<td>$1,655.86</td>
</tr>
<tr>
<td>29</td>
<td>3-Cubic Yard Mixed Waste</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
<td>$4,332.78</td>
</tr>
<tr>
<td>30</td>
<td>4-Cubic Yard Mixed Waste</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
<td>$9,769.92</td>
</tr>
<tr>
<td>31</td>
<td>6-Cubic Yard Mixed Waste</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
<td>$3,781.11</td>
</tr>
<tr>
<td>32</td>
<td>84-gallon Organic Waste</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>33</td>
<td>2-Cubic Yard Organic Waste</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>34</td>
<td>3-YD Compactor</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
<td>$-</td>
</tr>
<tr>
<td>35</td>
<td>Projected Monthly Revenue</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
<td>$1,553.56</td>
</tr>
<tr>
<td>36</td>
<td>Months</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
<td>$367,224.79</td>
</tr>
</tbody>
</table>

(1) Backyard service for non-qualified customers. Qualified customers are charged the standard rates for backyard service.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.
### Projected Estimated First-Year Commercial Rate Revenue

**Option 2: Source Separated Refuse, Recycling, and Organics**

**Proposing Company: Republic Services, Inc.**

**Instructions:** Enter proposed rates in blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculations.

#### Proposed Rates

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 Cubic Yard Trash</td>
<td>$128.11 $224.97 $321.84 $418.70 $515.57 $612.44</td>
</tr>
<tr>
<td>2</td>
<td>2 Cubic Yard Trash</td>
<td>$148.34 $247.73 $347.12 $446.51 $545.90 $645.29</td>
</tr>
<tr>
<td>3</td>
<td>3 Cubic Yard Trash</td>
<td>$168.57 $268.96 $369.35 $469.74 $569.13 $669.52</td>
</tr>
<tr>
<td>4</td>
<td>4 Cubic Yard Trash</td>
<td>$188.80 $289.19 $389.58 $489.97 $589.36 $689.75</td>
</tr>
<tr>
<td>5</td>
<td>6-Cubic Yard Trash</td>
<td>$218.12 $318.51 $418.90 $519.29 $619.68 $719.07</td>
</tr>
<tr>
<td>6</td>
<td>8-Cubic Yard Trash</td>
<td>$248.45 $348.84 $449.23 $549.62 $649.01 $749.40</td>
</tr>
<tr>
<td>7</td>
<td>10-Gallon Trash</td>
<td>$53.41 $153.65 $253.89 $354.12 $454.36 $554.60</td>
</tr>
<tr>
<td>8</td>
<td>1 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>9</td>
<td>1.5 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>10</td>
<td>2 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>11</td>
<td>3 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>12</td>
<td>4 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>13</td>
<td>6-Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>14</td>
<td>10-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>15</td>
<td>12-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>16</td>
<td>2 Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>17</td>
<td>4-Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>18</td>
<td>Scout Service (1)</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
</tbody>
</table>

No additional charge.

#### Service Levels

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>1 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>20</td>
<td>1.5 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>21</td>
<td>2 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>22</td>
<td>3 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>23</td>
<td>4 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>24</td>
<td>6 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>25</td>
<td>10-Gallon Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>26</td>
<td>1 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>27</td>
<td>1.5 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>28</td>
<td>2 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>29</td>
<td>3 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>30</td>
<td>4 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>31</td>
<td>6 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>32</td>
<td>10-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>33</td>
<td>12-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>34</td>
<td>2 Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>35</td>
<td>4-Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>36</td>
<td>Scout Service (1)</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
</tbody>
</table>

#### Multi-Family and Residential Bin Revenue

<table>
<thead>
<tr>
<th>Row</th>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>1 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>38</td>
<td>1.5 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>39</td>
<td>2 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>40</td>
<td>3 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>41</td>
<td>4 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>42</td>
<td>6 Cubic Yard Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>43</td>
<td>10-Gallon Trash</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>44</td>
<td>1 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>45</td>
<td>1.5 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>46</td>
<td>2 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>47</td>
<td>3 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>48</td>
<td>4 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>49</td>
<td>6 Cubic Yard Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>50</td>
<td>10-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>51</td>
<td>12-Gallon Recycle</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>52</td>
<td>2 Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>53</td>
<td>4-Cubic Yard Organic Waste</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
<tr>
<td>54</td>
<td>Scout Service (1)</td>
<td>$ -       $ -       $ -       $ -       $ -       $ -</td>
</tr>
</tbody>
</table>

**Total Containers**

- 120
- 116
- 127
- 121
- 127
- 78
- 142
- 112
- 112
- 112
- 152
- 240
- 512

**Monthly Revenue**

- $128.11
- $180.25
- $200.26
- $218.12
- $245.85
- $264.61
- $283.37
- $302.13
- $320.89
- $345.55
- $365.56
- $431.52

**Projected Annual Revenue**

- $3,591.70

(1) Scout service is provided at no charge.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020
(City of Miamisburg)
**PROJECTED ESTIMATED FIRST-YEAR ROLL-OFF BOX AND TEMPORARY BIN RATE REVENUE**

**Proposing Company:** Republic Services, Inc.

**Instructions:** Enter proposed rates in the blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculation.

<table>
<thead>
<tr>
<th>Row</th>
<th>Container/Service Type</th>
<th>Contractor Rate</th>
<th>Service Count CY 2019</th>
<th>Annual Projected First Year Rate Revenue (Rounded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Standard Roll-off Box (1)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Regular Refuse - Any Size</td>
<td>$244.18 per load</td>
<td>611 pulls (2)</td>
<td>$149,194</td>
</tr>
<tr>
<td>3</td>
<td>Regular Recycling - Any Size</td>
<td>$244.18 per load</td>
<td>- pulls (2)</td>
<td>-</td>
</tr>
<tr>
<td>4</td>
<td>Lowboy</td>
<td>$244.18 per load</td>
<td>- pulls (2)</td>
<td>-</td>
</tr>
<tr>
<td>5</td>
<td>Subtotal: Standard Roll-offs</td>
<td></td>
<td>611</td>
<td>$149,194</td>
</tr>
<tr>
<td>6</td>
<td>Compactor Roll-off Box Any Size</td>
<td>$305.23 per load</td>
<td>484 pulls (2)</td>
<td>$147,731</td>
</tr>
<tr>
<td>7</td>
<td>Roll-off Tonnage - Refuse</td>
<td>$72.22 per ton</td>
<td>2,414 Tons (4)</td>
<td>$174,339</td>
</tr>
<tr>
<td>8</td>
<td>Roll-off Tonnage - Green Waste</td>
<td>$99.99 per ton</td>
<td>- Tons (4)</td>
<td>-</td>
</tr>
<tr>
<td>9</td>
<td>3-Yard Temp Bin - First Empty (1)</td>
<td>$183.32 per delivery and dump</td>
<td>110 empties</td>
<td>$20,165</td>
</tr>
<tr>
<td>10</td>
<td>3-Yard Temp Bin - Additional Empties (1)</td>
<td>$72.22 per dump</td>
<td>- empties</td>
<td>-</td>
</tr>
<tr>
<td>11</td>
<td>Annual Rate Revenue</td>
<td></td>
<td></td>
<td>$491,429</td>
</tr>
</tbody>
</table>

(1) Haul cost only
(2) Number of pulls provided by Republic Services.
(3) Roll-off and Compactor tonnage provided by Republic.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
# PROPOSED RATES FOR OTHER SERVICES

Proposing Company: Republic Services, Inc.

Instructions: Enter proposed rates in the blue, bolded boxes. Proposed rate revenue on this page should calculate automatically. Confirm accuracy of calculation.

<table>
<thead>
<tr>
<th>Row</th>
<th>Service Type</th>
<th>Contractor Rate</th>
<th>Reference/Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Additional Residential Rates</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Additional Overage Pickup Charge</td>
<td>$ 7.78 Per occurrence</td>
<td>In excess of 4 pickups per year (4 items per pickup).</td>
</tr>
<tr>
<td>2</td>
<td>Single Family Dwelling - Additional Bulky Item Pickup Charge</td>
<td>$ 30.55 Per pickup/item</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Multi-Family - Additional Bulky Item Pickup Charge</td>
<td>$ 30.55 Per pickup/item</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Cart Exchange Charge</td>
<td>$ 27.78 Per request</td>
<td>Applies after the first 6 months of new franchise agreement.</td>
</tr>
<tr>
<td>5</td>
<td>Re-Start Service Fee</td>
<td>$ 33.33 Per re-start</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Contamination Fee</td>
<td>$ 30.55 Per occurrence</td>
<td>After 2 warning notices have been issued.</td>
</tr>
</tbody>
</table>

| 7   | **Additional Commercial Rates**                                             |                 |                                                                                |
|     | Bin Cleaning Fee                                                            | $ 63.33 Per request |                                                                                      |
| 8   | Return Trip Fee                                                             | $ 27.78 Per occurrence |                                                                                      |
| 9   | Emergency Service Rate                                                      | $ 149.99 Per hour | Rate for 1 truck and 1 crew                                                        |
| 10  | Re-Start Service Fee                                                        | $ 44.44 Per re-start |                                                                                      |
| 11  | Insufficient Funds Fee for Return Checks                                    | $ 33.33 Per occurrence | After 2 warning notices have been issued.                                        |
| 12  | Contamination Fee                                                           | $ 30.55 Per occurrence |                                                                                      |

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
3  Supporting Cost and Operating Data Worksheets
Attachment 4

Republic's Supporting Cost and Operating Data Worksheets (Attachment 4) for Option 1 (Two-Container) and Option 2 (Three-Container) included.

Price Flex
Republic is willing to adjust offered price outlined on price sheets to meet the City's needs. Republic will flex residential rates and commercial rates in combination holding the overall revenue neutral, based upon City's recommendation.
ATTACHMENT 4
SUPPORTING COST AND OPERATING DATA WORKSHEETS

Table of Contents

Page Contents
4-A Projected Revenue Requirement for First Twelve Months of Franchise Agreement - Option 1 Mixed Waste Processing (Current System)
4-B Projected Routes and Route Hours - Option 1 Mixed Waste Processing (Current System)
4-C Tonnage Diversion Plan - Option 1 Mixed Waste Processing (Current System)
4-D Projected Revenue Requirement for First Twelve Months of Franchise Agreement - Option 2 Source Separated Recycling and Organics
4-E Projected Routes and Route Hours - Option 2 Source Separated Recycling and Organics
4-F Tonnage Diversion Plan - Option 2 Source Separated Recycling and Organics

April 28, 2020

City of Alhambra
### PROJECTED REVENUE REQUIREMENT FOR THE FIRST TWELVE MONTHS OF FRANCHISE AGREEMENT - OPTION 1: MIXED WASTE PROCESSING (CURRENT SYSTEM)

**Instructions:** Fill in boxes outlined in bold.

<table>
<thead>
<tr>
<th>Row</th>
<th>Operations</th>
<th>Residential Cart Service</th>
<th>Bin Service</th>
<th>Commercial Organics Collection</th>
<th>Roll-Off Service</th>
<th>Bulky Item Pickup, Holiday Trees, Neighborhood Cleanups, Special Events, Other (g)</th>
<th>TOTAL ANNUAL REVENUE REQMT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Truck Operating Costs (a)</td>
<td>$1,050,691</td>
<td>$696,870</td>
<td>$743,554</td>
<td>$1,991,176</td>
<td>$26,098</td>
<td>$152,086</td>
</tr>
<tr>
<td>3</td>
<td>Transfer Station, Transport, MRF costs (b)</td>
<td>$1,075,226</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>4</td>
<td>Transformation Costs (if applicable)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>5</td>
<td>Organics Processing/Composting Costs</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>6</td>
<td>Landfill Disposal Costs (b)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>7</td>
<td>Container Depreciation/Amortization Costs</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>8</td>
<td>Net Recyclables Cost (Revenue)(c)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>9</td>
<td>Other Operating Costs</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>10</td>
<td>Subtotal: Operations Costs</td>
<td>$2,240,279</td>
<td>$1,153,375</td>
<td>$1,412,262</td>
<td>$4,169,466</td>
<td>$33,863</td>
<td>$487,467</td>
</tr>
<tr>
<td>11</td>
<td>Other Fees</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>12</td>
<td>General, Administrative and Profit</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>13</td>
<td>Annualized Auditing Fee (d)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>14</td>
<td>AB 939/94 3383 Fee</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>15</td>
<td>Amortized Administrative Fee (e)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>16</td>
<td>Franchise Fee at 10% (f)</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>17</td>
<td>Other</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>18</td>
<td>TOTAL REVENUE REQUIREMENT</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
<tr>
<td>19</td>
<td>Tons Collected</td>
<td>19,589</td>
<td>3,637</td>
<td>6,884</td>
<td>28,162</td>
<td>68</td>
<td>5,032</td>
</tr>
<tr>
<td>20</td>
<td>Operations Cost Per Ton Collected</td>
<td>$124.36</td>
<td>$179.79</td>
<td>$205.16</td>
<td>$148.05</td>
<td>$501.17</td>
<td>$82.10</td>
</tr>
<tr>
<td>21</td>
<td>Revenue Requirement per Ton Collected</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
<td>$$</td>
</tr>
</tbody>
</table>

(a) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.

(b) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included on Row 3.

(c) If proposing Net Recyclables as a cost, use a positive value. If proposing Net Recyclables as revenue, use a negative value.

(d) Per Section 8.2.7, the first biennial audit fee is $70,000, the second biennial audit fee is $45,000, and the third biennial audit is $45,000. Based on 3 audits ($70,000 + $45,000 + $45,000) = $160,000 ÷ 7 years = Annual Revenue Requirement of $22,857.

(e) $200,000 amortized over the 7-year base term of the agreement.

(f) 10% of Sheet 3-A, Row 5, "Projected First Year Annual Contractor Rate Revenue - Option 1: Mixed Waste Processing: Current System."

(d) Sharps collection, shred events, compost giveaways.

(b) Transformation costs are included in Transfer Station costs.

**Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.**

April 28, 2020

City of Alhambra
### PROJECTED ROUTES AND ROUTE HOURS - OPTION 1: MIXED WASTE PROCESSING (CURRENT SYSTEM)

Proposing Company: Republic Services, Inc.

Instructions: Fill in boxes outlined in bold.

<table>
<thead>
<tr>
<th>Row</th>
<th>Route Type</th>
<th>Mon</th>
<th>Tues</th>
<th>Wed</th>
<th>Thurs</th>
<th>Fri</th>
<th>Sat</th>
<th>Total Route Days/Week</th>
<th>Hours per Route Per Day (1)</th>
<th>Total Route Hours Per Week (2)</th>
<th>Crew Size Per Truck (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Refuse - Carts</td>
<td>4.3</td>
<td>4.3</td>
<td>4.3</td>
<td>4.3</td>
<td>4.3</td>
<td>-</td>
<td>21.3</td>
<td>10.4</td>
<td>222</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Residential Recycling - Carts</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>-</td>
<td>15.0</td>
<td>9.6</td>
<td>144</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Residential Organics - Carts</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>3.0</td>
<td>-</td>
<td>15.0</td>
<td>10.5</td>
<td>158</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Bin Commingled Refuse &amp; Recyclables</td>
<td>6.0</td>
<td>6.0</td>
<td>6.0</td>
<td>6.0</td>
<td>6.0</td>
<td>0.3</td>
<td>30.3</td>
<td>10.5</td>
<td>316</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Commercial Organics</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>-</td>
<td>2.5</td>
<td>8.0</td>
<td>20</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Roll-Off</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>1.0</td>
<td>-</td>
<td>5.0</td>
<td>8.4</td>
<td>42</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Bulky Items</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>0.5</td>
<td>-</td>
<td>2.5</td>
<td>10.0</td>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Scout</td>
<td>5.0</td>
<td>5.0</td>
<td>5.0</td>
<td>5.0</td>
<td>5.0</td>
<td>-</td>
<td>25.0</td>
<td>10.0</td>
<td>251</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Total</td>
<td>23.3</td>
<td>23.3</td>
<td>23.3</td>
<td>23.3</td>
<td>23.3</td>
<td>0.3</td>
<td>116.5</td>
<td></td>
<td>1,178</td>
<td></td>
</tr>
</tbody>
</table>

(1) For example: 8, 9, or 10 hours per day.
(2) Total Route Days/Week multiplied by Hours Per Route per Day.
(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
TONNAGE DIVERSION PLAN - OPTION 1: MIXED WASTE PROCESSING (CURRENT SYSTEM)
Proposing Company: Republic Services, Inc.

Instructions: Fill in boxes outlined in bold. Confirm automatic calculations. Proposers must demonstrate how they will reach their proposed diversion rate for hauler-collected waste.

<table>
<thead>
<tr>
<th>Row</th>
<th>Waste Stream</th>
<th>Annual Tons Collected (from Att. 4-A, row 20)</th>
<th>Annual Tons Diverted (excludes residue disposed)</th>
<th>Tons Diverted as % of Tons Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Cart Refuse</td>
<td>19,589</td>
<td>Recycling: 90</td>
<td>90%</td>
</tr>
<tr>
<td>2</td>
<td>Residential Cart Recyclables</td>
<td>3,037</td>
<td>Organics: 2,324</td>
<td>77%</td>
</tr>
<tr>
<td>3</td>
<td>Residential Cart Greenwaste/Food Waste</td>
<td>6,884</td>
<td>C&amp;D: 6,540</td>
<td>95%</td>
</tr>
<tr>
<td>4</td>
<td>Bin Refuse &amp; Recyclables</td>
<td>28,162</td>
<td>Transformation (2): 5,500</td>
<td>29%</td>
</tr>
<tr>
<td>5</td>
<td>Commercial Organics</td>
<td>68</td>
<td>Other (1): 2,682</td>
<td>29%</td>
</tr>
<tr>
<td>6</td>
<td>Roll-Off Service</td>
<td>5,937</td>
<td>Total Diverted: 8,182</td>
<td>29%</td>
</tr>
<tr>
<td>7</td>
<td>Holiday Trees / Bulky Items / Neighborhood Cleanups / Special Events / Other</td>
<td>1,023</td>
<td></td>
<td>37%</td>
</tr>
<tr>
<td>8</td>
<td>Total</td>
<td>64,700</td>
<td></td>
<td>30%</td>
</tr>
</tbody>
</table>

(1) Describe "Other" programs below:
Refuse tons taken to City Terrace.

(2) Note that diversion credit for transformation may not be available long term, and that no rate increase or adjustment to the guaranteed diversion rate will be permitted for this change. If transformation is proposed to meet the guaranteed diversion level, indicate how this diversion level will be met if/when this credit is no longer available:

Please see response to RFP in Section 13

Failure to complete and submit this form will deem the proposer’s franchise proposal non-responsive.
### Projected Revenue Requirement for the First Twelve Months of Franchise Agreement - Option 2: Source Separated Refuse, Recycling, and Organics

**Republic Services, Inc.**

<table>
<thead>
<tr>
<th>Row</th>
<th>Residential Cart Service</th>
<th></th>
<th>Bin Service</th>
<th></th>
<th>Commercial Organics Collection</th>
<th>Roll Off Service</th>
<th></th>
<th>TOTAL ANNUAL REVENUE RQMT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Refuse</td>
<td>Recyclables</td>
<td>Green Waste/</td>
<td>Organics</td>
<td>Commercial Refuse</td>
<td>Commercial Recyclables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Operations</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Truck Operating Costs (a)</td>
<td>$1,059,945</td>
<td>$694,325</td>
<td>$785,127</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td></td>
<td>$483,165</td>
</tr>
<tr>
<td>3</td>
<td>Transfer Station, Transport, MRF Costs (b)</td>
<td>$1,175,227</td>
<td>$694,325</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>4</td>
<td>Transformation Costs (if applicable)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>5</td>
<td>Organics Processing/Composting Costs</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>6</td>
<td>Landfill Disposal Costs (a)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>7</td>
<td>Container Depreciation/Amortization Costs</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>8</td>
<td>Net Recyclables Cost (Revenue) (c)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>9</td>
<td>Other Operating Costs</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>10</td>
<td>Subtotal: Operations Costs</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>11</td>
<td>Other Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>General, Administrative and Profit</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>13</td>
<td>Annualized Auditing Fee (d)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>14</td>
<td>AB 996/88 1383 Fee</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>15</td>
<td>Amortized Administrative Fee (e)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>16</td>
<td>Franchise Fee at 104(1)</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>17</td>
<td>Other</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>18</td>
<td>TOTAL REVENUE REQUIREMENT</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>19</td>
<td>Tons Collected</td>
<td>$2,246,450</td>
<td>$1,148,445</td>
<td>$1,459,279</td>
<td>$2,832,589</td>
<td>$688,170</td>
<td>$581,546</td>
<td>$471,177</td>
</tr>
<tr>
<td>20</td>
<td>Operations Cost Per Ton Collected</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
<tr>
<td>21</td>
<td>Revenue Requirement per Ton Collected</td>
<td>$1,375,227</td>
<td>$89,937</td>
<td>$1,529,361</td>
<td>$480,176</td>
<td>$483,165</td>
<td>$135,773</td>
<td>$131,977</td>
</tr>
</tbody>
</table>

(a) Includes Driver/Helper/Supervisor Wages and Benefits, Vehicle Depreciation and Maintenance, Vehicle Insurance, Fuel, Uniforms and Other Route Costs.

(b) Includes actual disposal costs at landfill, excluding transfer, transport, and MRF costs to be included on Row 2.

(c) If proposing Net Recyclables as a cost, use a positive value. If proposing Net Recyclables as revenue, use a negative value.

(d) Per Section 8.2.7, the first biennial audit fee is $70,000, the second biennial audit fee is $45,000, and the third biennial audit is $45,000. Based on 3 audits [$70,000 + $45,000 + $45,000 = $160,00] 7 years = Annual Revenue Requirement of $22,857.

(e) $200,000 amortized over the 7-year base term of the agreement.

(f) 10% of Sheet 3-A, Row 5, "Projected First Year Annual Contractor Rate Revenue - Option 2: Source Separated Refuse, Recycling, and Organics."

(g) Shapins collection, shred events, compost giveaways.

(h) Transformation costs are included in Transfer Station costs.

---

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.
### PROJECTED ROUTES AND ROUTE HOURS - OPTION 2: SOURCE SEPARATED REFUSE, RECYCLING AND ORGANICS

**Proposing Company:** Republic Services, Inc.

**Instructions:** Fill in boxes outlined in bold.

<table>
<thead>
<tr>
<th>Row</th>
<th>Route Type</th>
<th>Routes Per Day</th>
<th>Total Route Days/Week</th>
<th>Hours per Route Per Day (1)</th>
<th>Total Route Hours Per Week (2)</th>
<th>Crew Size Per Truck (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Refuse - Carts</td>
<td>4.3</td>
<td>21.3</td>
<td>10.4</td>
<td>221</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Residential Recycling - Carts</td>
<td>3.0</td>
<td>15.0</td>
<td>9.6</td>
<td>144</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Residential Organics - Carts</td>
<td>3.0</td>
<td>15.0</td>
<td>10.5</td>
<td>158</td>
<td>1</td>
</tr>
<tr>
<td>4</td>
<td>Bin Refuse</td>
<td>4.5</td>
<td>22.8</td>
<td>9.5</td>
<td>216</td>
<td>1</td>
</tr>
<tr>
<td>5</td>
<td>Bin Recyclables</td>
<td>1.8</td>
<td>9.0</td>
<td>10.9</td>
<td>98</td>
<td>1</td>
</tr>
<tr>
<td>6</td>
<td>Commercial Organics</td>
<td>1.0</td>
<td>5.0</td>
<td>8.0</td>
<td>40</td>
<td>1</td>
</tr>
<tr>
<td>7</td>
<td>Roll-Off</td>
<td>1.0</td>
<td>5.0</td>
<td>8.4</td>
<td>42</td>
<td>1</td>
</tr>
<tr>
<td>8</td>
<td>Bulky Items</td>
<td>0.5</td>
<td>2.5</td>
<td>10.0</td>
<td>25</td>
<td>1</td>
</tr>
<tr>
<td>9</td>
<td>Scout</td>
<td>5.0</td>
<td>25.0</td>
<td>10.0</td>
<td>251</td>
<td>1</td>
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<tr>
<td>10</td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>11</td>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Total</td>
<td>24.1</td>
<td>120.5</td>
<td></td>
<td>1,195</td>
<td></td>
</tr>
</tbody>
</table>

(1) For example: 8, 9, or 10 hours per day.
(2) Total Route Days/Week multiplied by Hours Per Route per Day.
(3) 1 or 2 persons.

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
TONNAGE DIVERSION PLAN - OPTION 2: SOURCE SEPARATED REFUSE, RECYCLING AND ORGANICS
Proposing Company: Republic Services, Inc.

Instructions: Fill in boxes outlined in bold. Confirm automatic calculations. Proposers must demonstrate how they will reach their proposed diversion rate for hauler-collected waste.

<table>
<thead>
<tr>
<th>Row</th>
<th>Waste Stream</th>
<th>Annual Tons Collected (from Att. 4-D, row 20)</th>
<th>Annual Tons Diverted</th>
<th>Tons Diverted as % of Tons Collected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Recycling</td>
<td>Organics</td>
<td>C&amp;D</td>
</tr>
<tr>
<td>1</td>
<td>Residential Cart Refuse</td>
<td>19,589</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Residential Cart Recyclables</td>
<td>3,037</td>
<td>2,324</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Residential Cart Greenwaste/Food Waste</td>
<td>6,884</td>
<td></td>
<td>6,540</td>
</tr>
<tr>
<td>4</td>
<td>Bin Refuse</td>
<td>26,093</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bin Recyclables</td>
<td>1,045</td>
<td>575</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Commercial Organics</td>
<td>1,092</td>
<td></td>
<td>993</td>
</tr>
<tr>
<td>7</td>
<td>Roll-Off Service</td>
<td>5,937</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Holiday Trees / Bulky Items / Citywide Cleanups / Special Events / Other</td>
<td>1,023</td>
<td></td>
<td>55</td>
</tr>
<tr>
<td>9</td>
<td>Total</td>
<td>64,700</td>
<td>2,899</td>
<td>7,588</td>
</tr>
</tbody>
</table>

(1) Describe "Other" programs below:
Refuse tons taken to City Terrace.

(2) Note that diversion credit for transformation may not be available long term, and that no rate increase or adjustment to the guaranteed diversion rate will be permitted for this change. If transformation is proposed to meet the guaranteed diversion level, indicate how this diversion level will be met if/when this credit is no longer available:

Please see response to RFP in Section 13

Failure to complete and submit this form will deem the proposer's franchise proposal non-responsive.

April 28, 2020

City of Alhambra
4 Exceptions

Republic takes exception to the following term of the draft Franchise Agreement.

1. Article 10 – City’s Right to Perform Services

   a. 11.1.D,E,L,N,P,Q,R, 11.3, 11.4.A,B, 11.4.8, 11.4.9.b,c,d,e. Exhibit 8-8.1B,H,G. Should the City elect to implement the proposed two-container/cart commercial and multi-family option and in the event that the processing facility is not able to achieve the standards of a High Diversion Organic Waste Processing Facility; Republic proposes to transition to a three-container/cart collection option. Republic would like to discuss removing the LDs or contract breach if this occurs.

3. Article 6.5 Extraordinary Adjustments – Republic would like to discuss adding language to allow for an extraordinary rate adjustment either due to lower than expected revenues or larger than expected cost increases from a significantly larger customer participation (migration) than was expected, as evidenced in our cost sheets.

Items that Republic would like to discuss further during contract negotiations:

a) Article 4.7.3.E. – Vehicles Operation- Republic would like to discuss language related to damage to City streets.

b) Article 6.5 Extraordinary Adjustments – Republic plans on utilizing SERFF to aid in achieving the proposed diversion percentage. In the event that SERFF ceases operations and/or significantly increases rates, Republic would like to discuss contract language to renegotiate the required diversion percentage and/or receive an extraordinary rate adjustment to cover additional costs.

c) Article 11 Liquidated Damages – similar to the discussion point on Article 6.5, Republic would like to discuss liquidated damages related to diversion percentage related to potential operational disruptions at SERFF.

d) Article 1.49 Excluded Waste – Republic proposes to add oil and oil filters as excluded waste.
This page intentionally left blank.
5 Proposer Overview

Introduction

Republic Services is the nation’s premiere provider of municipal recycling and waste services, serving over 2,400 communities, with over 14 million customers in 40 states and Puerto Rico.

Republic Services is a leader in the non-hazardous solid waste industry with revenues more than $10 billion and over 36,000 dedicated employees. The infographic below conveys the Company’s history, which includes three of the industry’s most recognized brands, which combined in 2008. All of Republic Services’ legacy brands operate today as a part of the Republic Services family of companies.

Republic Services’ collection companies, transfer stations, recycling centers and landfills focus on providing effortless solutions for our more than 14 million commercial, industrial, and residential customers. Republic Services responsibly operates 349 collection operations, 207 transfer stations, 190 active solid waste landfills and 91 recycling centers across 41 states and Puerto Rico. We also have 75 landfill gas and renewable energy projects and are adding new facilities every year. In our Energy Services vertical, we have seven treatment, recovery, and disposal facilities as well as 11 saltwater disposal wells.
5 Proposer Overview
5.a Business Structure

Legal Name of Proposing Entity
As stated in the Transmittal Letter, the legal proposing entity which would sign the awarded Franchise Agreement is Consolidated Disposal Service, LLC, a legal liability company and wholly owned subsidiary of Republic Services, Inc., is the US-specific form of a private limited company. Services will be provided by Consolidated Disposal Service, LLC dba Republic Services.

Entity Submitting Financial Statements
Financial information submitted in connection with this proposal and any forthcoming Agreement will be that of Republic Services, Inc., a publicly traded company on the New York Stock Exchange (NYSE: RSG). Summary financial information included in this section is for Republic Services, Inc.

Years Organized and Doing Business
Consolidated was incorporated in 1998 as indicated in the Corporate Data Sheet, following, and has been operating continuously as the same legal entity since that time. However, Republic Services, through its legacy companies, has been providing solid waste services in Southern California for over 60 years.

Stockholders of More Than Ten Percent
As stated above, Consolidated is a wholly owned subsidiary of Republic Services, Inc. The table, below, shows ownership of common stock in parent company Republic Services, Inc. by each shareholder known to own more than 10 percent of outstanding common stock as of May 1, 2019.

<table>
<thead>
<tr>
<th>Name of Owner</th>
<th>% Outstanding Shares</th>
</tr>
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<tbody>
<tr>
<td>Cascade Investment, LLC</td>
<td>33.83%</td>
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</table>

Names of Officers
The names of all officers for Consolidated is provided in the Corporate Data Sheet on the following page.

Corporate and Local Headquarters

<table>
<thead>
<tr>
<th>Corporate Headquarters</th>
<th>Local Headquarters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Services, Inc.</td>
<td>Consolidated Disposal Service, LLC</td>
</tr>
<tr>
<td>18500 North Allied Way</td>
<td>9200 Glenoaks Boulevard</td>
</tr>
<tr>
<td>Phoenix, AZ 85054</td>
<td>Sun Valley, CA 91352</td>
</tr>
<tr>
<td>(480)627-2700</td>
<td>(562) 755-7350</td>
</tr>
</tbody>
</table>
# Corporate Data Sheet Report

**Consolidated Disposal Service, L.L.C.**

**Formed in Delaware on 06/15/1998**

<table>
<thead>
<tr>
<th>Status:</th>
<th>Current</th>
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<tbody>
<tr>
<td>Entity Type:</td>
<td>Limited Liability Company</td>
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<tr>
<td>Federal ID #:</td>
<td>65-0844469</td>
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<tr>
<td>Domicile:</td>
<td></td>
</tr>
<tr>
<td>Internal #:</td>
<td>ZR</td>
</tr>
</tbody>
</table>

**Primary Address**

18500 North Allied Way  
Phoenix, Arizona 85054

**Officers**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert B. Boyer</td>
<td>President</td>
</tr>
<tr>
<td>Tim M. Benter</td>
<td>Vice President</td>
</tr>
<tr>
<td>Gregg K. Brummer</td>
<td>Vice President</td>
</tr>
<tr>
<td>Michael A. Caprio</td>
<td>Vice President</td>
</tr>
<tr>
<td>Myndi M. Kort</td>
<td>Vice President</td>
</tr>
<tr>
<td>John B. Nickerson</td>
<td>Vice President</td>
</tr>
<tr>
<td>Eileen B. Schuler</td>
<td>Vice President</td>
</tr>
<tr>
<td>Thomas D. Ulreich-Power</td>
<td>Vice President</td>
</tr>
<tr>
<td>Adrienne W. Wilhoit</td>
<td>Vice President</td>
</tr>
<tr>
<td>Lawrence D. Focazio</td>
<td>Vice President, Tax</td>
</tr>
<tr>
<td>Eileen B. Schuler</td>
<td>Secretary</td>
</tr>
<tr>
<td>Myndi M. Kort</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>John B. Nickerson</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Thomas D. Ulreich-Power</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Adrienne W. Wilhoit</td>
<td>Assistant Secretary</td>
</tr>
<tr>
<td>Calvin R. Boyd</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

**Direct Owners**

<table>
<thead>
<tr>
<th>Name</th>
<th>Registered In</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>Republic Services, Inc.</td>
<td>Delaware</td>
<td>100.0000 %</td>
</tr>
</tbody>
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**Registrations**

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<tr>
<th>State</th>
<th>Qualification</th>
<th>Charter No.</th>
<th>Tax ID No.</th>
<th>Date</th>
<th>End Date</th>
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<tbody>
<tr>
<td>California</td>
<td></td>
<td>199817510088</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Delaware</td>
<td>Formation</td>
<td>2907615</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5 Proposer Overview
5.b Description of Proposer's Experience

With a legislative/regulatory monitoring presence in Sacramento and well over 100 contracts in California spanning decades, Republic is vastly attuned to and thrives in the highly regulated California marketplace.

For over 60 years, Republic has partnered with municipalities, residents, and businesses in Southern California to provide solid waste, recycling, yard waste, and bulky item collection and processing services. Today, Republic serves over 690,000 Southern California residential and over 50,000 commercial and industrial customers every week.

Holding 18 exclusive franchise agreements across Los Angeles County, Republic is one of the County’s largest waste services providers. Republic employs over 2,000 dedicated professionals within the greater Los Angeles area and has an average local employee turnover rate of less than five percent—evidence of the priority Republic places on people, recognizing employees as the Company’s most important asset. Republic provides the very best working conditions for its employees, including a safe environment, higher than average industry wages and benefits, career path coaching, and ample opportunities for professional growth. Many Republic managers and supervisors began their careers at Republic as drivers, landfill operators, or technicians.

Many of our Southern California municipal clients served by Republic under benefit of a Franchise Agreement are included, beginning on the following page. Republic will provide parallel information for contracts held in California beyond Southern California upon the City’s request. Each Jurisdiction doubles as reference.

Per the RFP several detailed citations follow this listing.
# Los Angeles County Municipal Clients

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Information</th>
<th>Contract and Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Alhambra</td>
<td><strong>Matthew Cuevas</strong>&lt;br&gt;Management Analyst&lt;br&gt;111 S. First St.&lt;br&gt;Alhambra, CA 91801&lt;br&gt;Ph: 626-570-5011&lt;br&gt;Email: <a href="mailto:mcuevas@cityofalhambra.org">mcuevas@cityofalhambra.org</a></td>
<td>Years 25+ <strong>Exclusive Franchise</strong>&lt;br&gt;- Automated collection of solid waste, recycling, and green waste&lt;br&gt;- Selected source separated programs for commercial, industrial, and multi-family&lt;br&gt;- Mixed waste processing/recycling for a portion of the MFD waste stream&lt;br&gt;- Mixed waste processing/recycling for commercial/industrial solid waste</td>
</tr>
</tbody>
</table>

| City of Bell       | **Javier Ochiqui**<br>Contracts and Facilities Manager<br>6330 Pine St.<br>Bell, CA 90201<br>Ph: 323-588-6211 Ext 2608<br>Email: jochiqui@cityofbell.org | Years 27+ **Exclusive Franchise**<br>- Automated collection of solid waste, recycling, and green waste.<br>- Manual collection of green waste.<br>- Selected source separated programs for commercial, industrial and multi-family<br>- Mixed waste processing/recycling for commercial/industrial solid waste<br>- City bills residential accounts through tax bills<br>- Republic bills commercial accounts monthly in advance; roll-off in arrears |

| City of Compton    | **Jerry Durant, Jr.**<br>Administrative Specialist<br>205 S. Willowbrook Avenue<br>Compton, CA 90220<br>Ph: 310-605-5570<br>Email: jdurant@comptoncity.org | Years 7+ **Exclusive Franchise**<br>- Weekly automated solid waste and recycling collection.<br>- Selected source separated programs for commercial, industrial, and MFD<br>- City bills residential, commercial, industrial through water bills. |

<p>| City of Cudahy      | <strong>Steven Dobrenen</strong>&lt;br&gt;Finance Director&lt;br&gt;5220 Santa Ana Street&lt;br&gt;Cudahy, CA 90201&lt;br&gt;Ph: 323-773-5143 Ext. 225&lt;br&gt;Email: <a href="mailto:sdobrenen@cityofcudahyca.gov">sdobrenen@cityofcudahyca.gov</a> | Years 27+ <strong>Exclusive Franchise</strong>&lt;br&gt;- Automated collection of solid waste and recycling&lt;br&gt;- City-wide residential curbside recycling program&lt;br&gt;- Selected source separated programs for commercial, industrial and multi-family&lt;br&gt;- City bills residential accounts through tax bills&lt;br&gt;- Republic bills commercial accounts monthly in advance; roll-off in arrears. |</p>
<table>
<thead>
<tr>
<th>Jurisdiction + Contact Information</th>
<th>Contract and Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Hawthorne</strong>&lt;br&gt;Mitchell Wagner&lt;br&gt;Engineer Technician&lt;br&gt;4455 W. 126th St.&lt;br&gt;Hawthorne, CA 90250&lt;br&gt;Ph: 310-349-2987&lt;br&gt;Email: <a href="mailto:mwagner@cityofhawthorne.org">mwagner@cityofhawthorne.org</a></td>
<td><strong>Years</strong>: 14+&lt;br&gt;<strong>Exclusive Franchise</strong>&lt;br&gt;• Weekly Automated collection of solid waste, recycling and green waste&lt;br&gt;• City-wide residential curbside recycling and green waste programs&lt;br&gt;• Selected source separated programs for commercial, industrial and multi-family&lt;br&gt;• Republic bills residential bi-monthly in advance&lt;br&gt;• Republic bills commercial accounts monthly in advance; roll-off in arrears.</td>
</tr>
<tr>
<td><strong>City of Inglewood</strong>&lt;br&gt;Angela Williams&lt;br&gt;Environmental Service Manager&lt;br&gt;1 Manchester Blvd.&lt;br&gt;Inglewood, CA 90301&lt;br&gt;Ph: 310-412-8722&lt;br&gt;Email: <a href="mailto:awilliams@cityofinglewood.org">awilliams@cityofinglewood.org</a></td>
<td><strong>Years</strong>: 8+&lt;br&gt;<strong>Exclusive Franchise</strong>&lt;br&gt;• Weekly Automated collection of solid waste, recycling and green waste&lt;br&gt;• City-wide residential curbside recycling and green waste programs&lt;br&gt;• Selected source separated programs for commercial, industrial and multi-family</td>
</tr>
</tbody>
</table>
| **City of Lawndale**<br>Grace Huizar<br>Administrative Analyst<br>4722 Manhattan Beach Blvd.<br>Lawndale, CA 90260<br>Ph: 310-973-3260<br>Email: ghuzar@lawndalecity.org | **Years**: 12+<br>**Exclusive Franchise**<br>• Weekly automated/semi-automated collection of solid waste, recycling, and green waste<br>• Citywide residential curbside recycling and green waste programs.<br>• Selected source separated programs for commercial, industrial, and MFD<br>• Mixed waste processing/recycling for commercial/industrial solid waste<br>• Republic bills residential accounts quarterly in advance<br>• Republic bills commercial monthly; roll-off in arrears.
<table>
<thead>
<tr>
<th>Jurisdiction + Contact Information</th>
<th>Contract and Service Features</th>
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</thead>
<tbody>
<tr>
<td><strong>Los Angeles County - Athens Garbage Disposal District</strong></td>
<td><strong>10+ Exclusive Franchise</strong></td>
</tr>
<tr>
<td>Christine Wong</td>
<td><strong>Service Features:</strong></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and green waste.</td>
</tr>
<tr>
<td>L.A. County Public Works</td>
<td>- District-wide curbside recycling and green waste program.</td>
</tr>
<tr>
<td>900 S. Fremont Ave.</td>
<td></td>
</tr>
<tr>
<td>Alhambra, CA 91803</td>
<td></td>
</tr>
<tr>
<td>Ph: 626-458-5172</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:ccwong@dwp.lacounty.gov">ccwong@dwp.lacounty.gov</a></td>
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</tr>
<tr>
<td><strong>Los Angeles County - Belvedere Garbage Disposal District</strong></td>
<td><strong>16+ Exclusive Franchise</strong></td>
</tr>
<tr>
<td>Christine Wong</td>
<td><strong>Service Features:</strong></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and green waste.</td>
</tr>
<tr>
<td>L.A. County Public Works</td>
<td>- District-wide curbside recycling and green waste program.</td>
</tr>
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<td>900 S. Fremont Ave.</td>
<td></td>
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<td>Alhambra, CA 91803</td>
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</tr>
<tr>
<td>Ph: 626-458-5172</td>
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<tr>
<td>Email: <a href="mailto:ccwong@dwp.lacounty.gov">ccwong@dwp.lacounty.gov</a></td>
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<tr>
<td><strong>Los Angeles County - Firestone Garbage Disposal District</strong></td>
<td><strong>16+ Exclusive Franchise</strong></td>
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<tr>
<td>Christine Wong</td>
<td><strong>Service Features:</strong></td>
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<tr>
<td>Administrative Services Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and green waste.</td>
</tr>
<tr>
<td>L.A. County Public Works</td>
<td>- District-wide curbside recycling and green waste program.</td>
</tr>
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<td>900 S. Fremont Ave.</td>
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<tr>
<td>Alhambra, CA 91803</td>
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</tr>
<tr>
<td>Ph: 626-458-5172</td>
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</tr>
<tr>
<td>Email: <a href="mailto:ccwong@dwp.lacounty.gov">ccwong@dwp.lacounty.gov</a></td>
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<tr>
<td><strong>Los Angeles County - Walnut Park Garbage Disposal District</strong></td>
<td><strong>16+ Exclusive Franchise</strong></td>
</tr>
<tr>
<td>Christine Wong</td>
<td><strong>Service Features:</strong></td>
</tr>
<tr>
<td>Administrative Services Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and green waste.</td>
</tr>
<tr>
<td>L.A. County Public Works</td>
<td>- District-wide curbside recycling and green waste program.</td>
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<tr>
<td>Ph: 626-458-5172</td>
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<tr>
<td>Email: <a href="mailto:ccwong@dwp.lacounty.gov">ccwong@dwp.lacounty.gov</a></td>
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<tr>
<td>Jurisdiction</td>
<td>Contact Information</td>
</tr>
<tr>
<td>----------------------</td>
<td>---------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>City of Los Angeles</td>
<td>Dan Meyers&lt;br&gt;1149 S Broadway St, 5th Floor&lt;br&gt;Los Angeles, CA 90015&lt;br&gt;Ph: 800-773-2489&lt;br&gt;Email: <a href="mailto:Daniel.meyers@lacity.org">Daniel.meyers@lacity.org</a></td>
</tr>
<tr>
<td></td>
<td>3+ <strong>Exclusive Zone Service Provider</strong>&lt;br&gt;Transition from Open Market System to exclusive zone service providers&lt;br&gt;Weekly automated collection of solid waste, recycling, organics waste and green waste&lt;br&gt;Zone wide option for curbside recycling and green waste programs&lt;br&gt;Source separated programs for commercial, industrial and multi-family&lt;br&gt;Permanent / temporary roll-offs and bins (all sizes)</td>
</tr>
<tr>
<td>City of Rolling Hills</td>
<td>Elaine Jeng&lt;br&gt;City Manager&lt;br&gt;2 Portuguese Bend Rd.&lt;br&gt;Rolling Hills, CA 90274&lt;br&gt;Ph: 310-377-1521&lt;br&gt;Email: <a href="mailto:ejeng@cityofrh.net">ejeng@cityofrh.net</a></td>
</tr>
<tr>
<td></td>
<td>22+ <strong>Exclusive Franchise</strong>&lt;br&gt;Manual backyard collection, all waste streams.&lt;br&gt;Twice weekly service&lt;br&gt;City bills residential accounts through tax rolls.</td>
</tr>
<tr>
<td>City of Rosemead</td>
<td>Gloria Molleda&lt;br&gt;City Manager&lt;br&gt;8836 East Valley Blvd.&lt;br&gt;Rosemead, CA 91770&lt;br&gt;Ph: 626-569-2106&lt;br&gt;Email: <a href="mailto:gmolleda@cityofrosemead.org">gmolleda@cityofrosemead.org</a></td>
</tr>
<tr>
<td></td>
<td>24+ <strong>Exclusive Franchise</strong>&lt;br&gt;Weekly automated collection of solid waste and recycling&lt;br&gt;Manual collection of green waste&lt;br&gt;Selected source separated programs for commercial, industrial, and multi-family&lt;br&gt;Republic bills residential accounts quarterly in advance.&lt;br&gt;Republic bills commercial accounts monthly in advance; roll-off in arrears.</td>
</tr>
<tr>
<td>City of San Fernando</td>
<td>Kenneth Jones&lt;br&gt;Management Analyst&lt;br&gt;117 MacNeill Street&lt;br&gt;San Fernando, CA 91340&lt;br&gt;Ph: 818-898-1240&lt;br&gt;Email: <a href="mailto:kjones@sfcity.org">kjones@sfcity.org</a></td>
</tr>
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<td>7+ <strong>Exclusive Franchise</strong>&lt;br&gt;Weekly automated solid waste and recycling collection.&lt;br&gt;City-wide residential curbside recycling.&lt;br&gt;Selected source separated programs for commercial, industrial and MFD.&lt;br&gt;Republic bills residential (bi-monthly), commercial and industrial directly.</td>
</tr>
<tr>
<td>Jurisdiction + Contact Information</td>
<td>Contract and Service Features</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td><strong>City of Santa Fe Springs</strong></td>
<td><strong>Years</strong> 56+ <strong>Exclusive Franchise</strong></td>
</tr>
<tr>
<td>Ray Cruz</td>
<td>Service Features: Residential and Commercial Contract</td>
</tr>
<tr>
<td>City Manager</td>
<td>• Weekly automated collection of solid waste, recycling, and green waste.</td>
</tr>
<tr>
<td>11710 East Telegraph Rd.</td>
<td>• Selected source separated programs for commercial, industrial, and multi-family.</td>
</tr>
<tr>
<td>Santa Fe Springs, CA 90670</td>
<td>• City bills residential accounts</td>
</tr>
<tr>
<td>Ph: 562-547-9688</td>
<td>• Republic bills commercial accounts monthly in advance; roll-off in arrears.</td>
</tr>
<tr>
<td>Email: <a href="mailto:rcruz@santafesprings.org">rcruz@santafesprings.org</a></td>
<td></td>
</tr>
</tbody>
</table>

| **City of Anaheim**               | **Years** 70+ **Exclusive Franchise** |
| Rudy Emami                        | Service Features Residential/Commercial Contract |
| Public Works Director             | • Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program |
| 400 E. Vermont Street             | • Commercial mixed waste |
| Anaheim, CA 92805                 | • Industrial/Construction mixed waste and single-stream |
| 714-765-5176                      | • Permanent/temporary roll-offs and bins (all sizes) |
| Email: remami@anaheim.net         | |

| **City of Brea**                  | **Years** 32+ **Exclusive Franchise** |
| Tony Olinos                       | Service Features Residential/Commercial Contract |
| Director of Maintenance Services  | • Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program |
| 1 Civic Center Circle             | • Commercial mixed waste |
| Brea, CA 92821                    | • Industrial/Construction mixed waste and single-stream |
| 714-990-7698                      | • Permanent/temporary roll-offs and bins (all sizes) |
| Email: tonyo@cityofbrea.net       | |

| **City of Chino Hills**           | **Years** 19+ **Exclusive Franchise** |
| Ben Montgomery                    | Service Features Residential/Commercial Contract |
| City Manager                      | • Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program |
| 14000 City Center Drive           | • Commercial mixed waste |
| Chino Hills, CA 91709             | • Industrial/Construction mixed waste and single-stream |
| Ph: 909-364-2715                  | • Permanent/temporary roll-offs and bins (all sizes) |
| Email: bmontgomery@chinohills.org | |


### Jurisdiction + Contact Information

<table>
<thead>
<tr>
<th>City of Fountain Valley</th>
<th>Contract and Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rob Houston</td>
<td>Years 60+ <strong>Exclusive Franchise</strong></td>
</tr>
<tr>
<td>City Manager</td>
<td>Service Features Residential/Commercial Contract</td>
</tr>
<tr>
<td>10200 Slater Ave.</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection</td>
</tr>
<tr>
<td>Fountain Valley, CA 92708</td>
<td>- Commercial mixed waste</td>
</tr>
<tr>
<td>Ph: 714-593-4410</td>
<td>- Industrial/Construction mixed waste and single-stream</td>
</tr>
<tr>
<td>Email: <a href="mailto:rob.houston@fountainvalley.org">rob.houston@fountainvalley.org</a></td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Fullerton</th>
<th>Years 24+ <strong>Exclusive Franchise</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Domer</td>
<td>Residential/Commercial Contract</td>
</tr>
<tr>
<td>City Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program</td>
</tr>
<tr>
<td>303 W. Commonwealth Ave</td>
<td>- Commercial mixed waste</td>
</tr>
<tr>
<td>Fullerton, CA 92832</td>
<td>- Industrial/Construction mixed waste and single-stream</td>
</tr>
<tr>
<td>Ph: 714-738-6310</td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
<tr>
<td>Email: <a href="mailto:kdomer@cityoffullerton.com">kdomer@cityoffullerton.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Garden Grove</th>
<th>Years 32+ <strong>Exclusive Franchise</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>A.J. Holmes</td>
<td>Residential/Commercial Contract</td>
</tr>
<tr>
<td>Environmental Services Manager</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program</td>
</tr>
<tr>
<td>11222 Acacia</td>
<td>- Commercial mixed waste</td>
</tr>
<tr>
<td>Garden Grove, CA 92840</td>
<td>- Industrial/Construction mixed waste and single-stream</td>
</tr>
<tr>
<td>Ph: 714-741-5956</td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
<tr>
<td>Email: <a href="mailto:ajh@ci.garden-grove.ca.us">ajh@ci.garden-grove.ca.us</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Huntington Beach</th>
<th>Years 63+ <strong>Exclusive Franchise</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Travis Hopkins</td>
<td>Residential/Commercial Contract</td>
</tr>
<tr>
<td>Director of Public Works</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection</td>
</tr>
<tr>
<td>2000 Main St.</td>
<td>- Industrial/Construction, mixed waste and single-stream</td>
</tr>
<tr>
<td>Huntington Beach, CA 92648</td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
<tr>
<td>Ph: 714-374-5348</td>
<td>Email: <a href="mailto:thopkins@surfcity-hb.org">thopkins@surfcity-hb.org</a></td>
</tr>
</tbody>
</table>

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1 - 52
<table>
<thead>
<tr>
<th>Jurisdiction + Contact Information</th>
<th>Contract and Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>City of Los Alamitos</strong></td>
<td></td>
</tr>
<tr>
<td>Chet Simmons</td>
<td></td>
</tr>
<tr>
<td>City Manager</td>
<td></td>
</tr>
<tr>
<td>3191 Katella Ave.</td>
<td></td>
</tr>
<tr>
<td>Los Alamitos, CA 90720</td>
<td></td>
</tr>
<tr>
<td>Ph: 562-431-3538 ext.201</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:csimmons@cityoflosalamitos.org">csimmons@cityoflosalamitos.org</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years</th>
<th>Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>49+ Exclusive Franchise</strong></td>
</tr>
</tbody>
</table>

- Weekly automated collection of solid waste, recycling, and green waste.
- Citywide residential curbside recycling and green waste programs.
- Selected source separated programs for commercial, industrial, and multi-family.
- Mixed waste processing/recycling for commercial/industrial solid waste.
- Commercial Organics Program.

<table>
<thead>
<tr>
<th>City of Newport Beach</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Micah Martin</td>
<td></td>
</tr>
<tr>
<td>Municipal Operations Director</td>
<td></td>
</tr>
<tr>
<td>100 Civic Center Dr.</td>
<td></td>
</tr>
<tr>
<td>Newport Beach, CA 92660</td>
<td></td>
</tr>
<tr>
<td>Ph: 949-644-3065</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:mplsand@newportbeachca.gov">mplsand@newportbeachca.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years</th>
<th>Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>23+ Non-Exclusive Commercial / Exclusive Beach</strong></td>
</tr>
</tbody>
</table>

- Commercial and Beach Front collection only.
- Non-Exclusive Franchise.
- Recycling and solid waste collection.

<table>
<thead>
<tr>
<th>County of Orange</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Isabel Rios-Kahn</td>
<td></td>
</tr>
<tr>
<td>601 N Ross Street, Floor 5</td>
<td></td>
</tr>
<tr>
<td>Alhambra, CA 92101</td>
<td></td>
</tr>
<tr>
<td>Ph: 714-634-4116</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:Isabel.Rios-Kahn@OCWR.OCGOV.com">Isabel.Rios-Kahn@OCWR.OCGOV.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years</th>
<th>Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>10+ Select Zones Exclusive</strong></td>
</tr>
</tbody>
</table>

- Recycling, green waste, and solid waste collection services.
- Commercial food waste recycling.

<table>
<thead>
<tr>
<th>City of Placentia</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Damien R. Arrula</td>
<td></td>
</tr>
<tr>
<td>City Administrator</td>
<td></td>
</tr>
<tr>
<td>481 E. Chapman Avenue</td>
<td></td>
</tr>
<tr>
<td>Placentia, CA 92970</td>
<td></td>
</tr>
<tr>
<td>Ph: 714-596-8141</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:darulla@placentia.org">darulla@placentia.org</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years</th>
<th>Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>51+ Exclusive Franchise</strong></td>
</tr>
</tbody>
</table>

- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program.
- Commercial mixed waste.
- Industrial/Construction mixed waste and single-stream.

<table>
<thead>
<tr>
<th>City of Seal Beach</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Patrick Gallegos</td>
<td></td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td></td>
</tr>
<tr>
<td>211 Eighth St.</td>
<td></td>
</tr>
<tr>
<td>Seal Beach, CA 90740</td>
<td></td>
</tr>
<tr>
<td>Ph: 562-431-2521 x1308</td>
<td></td>
</tr>
<tr>
<td>Email: <a href="mailto:pgallegos@cityofsealbeach.gov">pgallegos@cityofsealbeach.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Years</th>
<th>Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>51+ Exclusive Franchise</strong></td>
</tr>
</tbody>
</table>

- Weekly automated collection of solid waste, recycling, and green waste.
- Selected source separated programs for commercial, industrial, and multi-family.
- City bills residential accounts through utility bills.
- Republic bills commercial accounts monthly in advance; roll-off in arrears.
<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Contact Information</th>
<th>Contract and Service Features</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Villa Park</td>
<td>Steve Franks</td>
<td><strong>Years</strong> 28+ <strong>Exclusive Franchise</strong></td>
</tr>
<tr>
<td>City Manager</td>
<td>17855 Santiago Blvd.</td>
<td>Service Features: Residential/Commercial Contract</td>
</tr>
<tr>
<td>Villa Park, CA 92861</td>
<td>(714) 998-1500</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program</td>
</tr>
<tr>
<td>Email: <a href="mailto:sfranks@villapark.org">sfranks@villapark.org</a></td>
<td></td>
<td>- Commercial mixed waste</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Industrial/Construction mixed waste and single-stream</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
<tr>
<td>City of Yorba Linda</td>
<td>Mark Aalders</td>
<td><strong>Year</strong> 32+ <strong>Exclusive Franchise</strong></td>
</tr>
<tr>
<td>Assistant City Manager</td>
<td>4845 Casa Loma Avenue</td>
<td>Service Features: Residential/Commercial Contract</td>
</tr>
<tr>
<td>Yorba Linda, CA 92886</td>
<td>Ph: 714-961-7106</td>
<td>- Weekly automated collection of solid waste, recycling, and yard waste, bulky item collection, e-waste/universal waste collection, sharps mail-back program</td>
</tr>
<tr>
<td>Email: <a href="mailto:maalders@yorba-linda.org">maalders@yorba-linda.org</a></td>
<td></td>
<td>- Commercial mixed waste</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Industrial/Construction mixed waste and single-stream</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Permanent/temporary roll-offs and bins (all sizes)</td>
</tr>
</tbody>
</table>
**City of Los Angeles**

**Contact Information**

Dan Meyers  
City of Los Angeles  
Solid Resources, Commercial Franchise Division  
Los Angeles Bureau of Sanitation  
1149 S. Broadway St., 5th Floor  
Los Angeles, CA 90015  
Ph: 800-773-2489  
Email: daniel.meyers@LACity.org

**Transition from Open Market to Exclusive Franchise – By Zone**

<table>
<thead>
<tr>
<th>Period</th>
<th>2017 to Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Type</td>
<td>Multi-family, Commercial and Roll-off</td>
</tr>
<tr>
<td>Services Performed</td>
<td>Commercial and Roll-off solid waste and recycling services, including green waste and organics collection</td>
</tr>
<tr>
<td></td>
<td>South Los Angeles – 10,592 (commercial &amp; Multi-family)</td>
</tr>
<tr>
<td></td>
<td>Northeast Valley – 7,144 (Commercial &amp; Multi-family)</td>
</tr>
</tbody>
</table>

---

**City of Inglewood**

**Contact Information**

Angela Williams  
City of Inglewood  
Environmental Services Manager  
One Manchester Boulevard  
Inglewood, CA 90301  
Ph: 310-412-8722  
Email: awilliams@cityofinglewood.org

**Exclusive Franchise – New Collection Contract**

<table>
<thead>
<tr>
<th>Period</th>
<th>2012 to Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Type</td>
<td>Residential, Multi-family, Commercial, and Roll-off</td>
</tr>
<tr>
<td>Services Performed</td>
<td>Recycling, commercial and roll off, solid waste services and recycling services, including green waste and household hazardous (HHW)</td>
</tr>
<tr>
<td>Residential Collection</td>
<td>Automated</td>
</tr>
</tbody>
</table>
## City of Hawthorne

### Contact Information

Mitchell Wagner  
**City of Hawthorne**  
Engineering Technician  
4455 W 126th Street  
Hawthorne, CA 90250  
Ph: 310-349-2987  
Email: mwagner@cityofhawthorne.org

### Exclusive Franchise – New Collection Contract

<table>
<thead>
<tr>
<th>Period</th>
<th>2014 to Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Type:</td>
<td>Residential, Multi-family, Commercial, and Roll-off</td>
</tr>
<tr>
<td>Services Performed:</td>
<td>Recycling, commercial and roll off, solid waste services and recycling services, including green waste</td>
</tr>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Collection:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automated</td>
</tr>
</tbody>
</table>

## City of San Fernando

### Contact Information

Kenneth Jones  
**City of San Fernando**  
Management Analyst  
117 MacNeil Street  
San Fernando, CA 91340  
Ph: 818-898-1240  
Email: kjones@sfcity.org

### Exclusive Franchise – New Collection Contract

<table>
<thead>
<tr>
<th>Period</th>
<th>2014 to Present</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Type:</td>
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</tr>
<tr>
<td>Services Performed:</td>
<td>Recycling, commercial and roll off, solid waste services and recycling services, including green waste and organics programs</td>
</tr>
<tr>
<td>Residential</td>
<td></td>
</tr>
<tr>
<td>Collection:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automated</td>
</tr>
</tbody>
</table>
June 11, 2020

Jessica Binnquist
City Manager
111 S. First Street
Alhambra, CA 91801

RE: Letter of Recommendation for Republic Services

Dear Ms. Binnquist,

Republic Services has provided solid waste and recycling collection services for the City of Rosemead since 1991. With our long-standing partnership, the City continues to be very satisfied with the Republic Services team’s quality of services and professionalism.

Republic Services’ Municipal Relationship Manager Tania Ragland-Castaneda maintains a close working relationship with City staff and promptly addresses City Council and resident concerns. Republic Services also monetarily contributes to City projects and community non-profit organizations, as well as with in-kind services such as disposable wastebaskets and recycling containers to City-sponsored events. Furthermore, Republic Services continues to be a strong and reliable community partner, participating in the City’s annual Public Works Week events, Senior Lunch Program, Annual Holiday Feast, other special City events and local community affairs. We have truly grown to count on Republic Services for all our solid waste and recycling needs. Republic Services’ up-front due diligence assures us that the City’s needs are a priority. Their professional team keeps us informed with timely reports, quick responses, informative communication, and always follow up on the details, this ensures that our requests are completed with minimum delay.

The City is confident that Republic Services will continue to comply with the provisions of their contract and will provide the same level of attention to all your needs. I strongly recommend Republic Services for solid waste and recycling collection services.

Should you have any questions, please feel free to contact me at (626) 569-2100.

Sincerely,

[Signature]
Gloria Molleda
City Manager
May 26, 2020

To Whom It May Concern:

This letter is provided as a letter of recommendation of Consolidated Disposal Service (CDS), a subsidiary of Republic Services, Inc. CDS is the City of Inglewood’s exclusive solid waste franchise hauler for comprehensive waste management services. Our ten (10) year exclusive franchise agreement with CDS began August 2012.

CDS is a great business partner to the City. They support several programs and outreach events for the betterment of the Inglewood community. Their ability to serve Inglewood with prompt responsiveness, public education and outreach efforts along with their community sponsorships go a long way in helping the City to fulfill its commitment of “Service Excellence”. They really hold true to their edict of “we will handle it from here.”

They are nationally known as a “Partner you Can Count On”; here in Inglewood, we have found that to be true. CDS is well-received by customers, staff, Administration and the policy makers. CDS serve the community with pride, respect and professionalism. Their state of the art operation helps the City to maintain its compliance with state, local and federal agencies.

To reference, a member of the CDS/Republic Services team, notably, Mr. Cedric Griffin, Route Supervisor was recognized by commendation from the Mayor and Council Members for his outstanding service and great attention to detail. Overall, the CDS/Republic Services’ team of professionals are above the norm, equaled to none.

I wholeheartedly recommend CDS to any entity that is looking for a high quality, state of the art, and professional operation.

If further information is required, please feel free to contact the undersigned.

Respectfully,

[Signature]

Angela Williams
Environmental Services Manager
June 10, 2020

Mayor Ross Maza
City of Alhambra
111 S. First Street
City of Alhambra, CA 91801

Letter of Recommendation: Republic Services

As I understand it, Republic Services is submitting a proposal to the City of Alhambra for commercial/industrial waste and recycling. On behalf of the City of Santa Fe Springs, I am pleased to offer this letter of recommendation highlighting the excellent service provided by Republic Services to both our residential and commercial customers.

Republic has provided solid waste and recycling services in Santa Fe Springs for over 35 years. Such a longstanding commitment is a testament to its own of the positive relationship that has developed between Republic, our City, and the Santa Fe Springs Chamber of Commerce. Through the years, solid waste disposal has evolved into a dynamic world of recycling. Republic has remained at the forefront of the industry and assisted the City in implementing curbside recycling and special waste services to our residents, all as well as working with many businesses in the City to reduce their disposal, thereby reducing business costs and helping the City to reduce its mandated recycling goals.

The quality of service that is provided by Republic is prompt, courteous and meets the highest environmental standards. As well, their customer responsiveness, public education, community sponsorships and quarterly newsletters to their residential and commercial customers is indicative of their strong commitment to the communities they service. The City is confident that it will continue to enjoy a positive relationship with Republic for many years to come.

Sincerely,

Ray Cruz
City Manager
August 25, 2020

To Whom It May Concern:

This letter is provided as a letter of recommendation of Republic Services. Republic Services has provided solid waste and recycling collection services for the City of Los Alamitos for the past ten years. With our long-standing partnership, the City continues to be very satisfied with the Republic Services team's quality of services and professionalism.

Republic Services' Municipal Relationship Manager Manuel J. Gouveia maintains a close working relationship with City staff and promptly addresses City Council and resident concerns. Mr. Gouveia has been a constant presence in the City of Los Alamitos that the City's Parks, Recreation, and Cultural Arts Commission nominated him on behalf of the City of Los Alamitos to be a recipient of the California Parks and Recreation Society (CPRS) District 10 Volunteer Merit Award in 2019.

Republic Services has monetarily contributes to City projects, Citywide events, and community non-profit organizations, as well as with in-kind services such as disposable wastebaskets and recycling containers to City-sponsored events. We have truly grown to count on Republic Services for all our solid waste and recycling needs. Our partnership with Republic Services have fulfilled one of our organizational values – service to the community.

The City is confident that Republic Services will continue to comply with the provisions of their contract and will provide the same level of attention to all your needs. I strongly recommend Republic Services for solid waste and recycling collection services. Should you have any questions, please feel free to contact me at (562) 431-3538, ext. 500.

Respectfully,

R. Noda

Ron P. Noda
Acting Deputy City Manager
June 19, 2020

Mayor Ross Maza
City of Alhambra
111 S. First St.
Alhambra, CA 91801

Dear Mayor Maza and Alhambra City Councilmembers,

The Rotary Club of Alhambra is proud to say that we’ve had a Republic Services representative be a member of our club for over 15 years. In addition to providing quality trash and recycling services to residents and local businesses, Republic Services has been a valuable supporter of our community.

Republic Services has played an important part in many of our service projects by either taking on an active hands on role and/or donating funds towards projects such as (and in no way limited to):

- **Peppy’s Heartwalk Luncheon** where the proceeds benefit the children in the Cardiac Care Unit of the Children’s Hospital Los Angeles
- our annual **Adopt A Family project** where we make the lives of over 100 children and their families come true every holiday season
- and most notably our **Teacher Mini-Grant project** which has been providing local educators with grants up to $200 for many years.

Republic Services is a quality company with a great corporate culture and I’m proud to say that **The Rotary Club of Alhambra** appreciates their continued service and support of our community.

Sincerely,

[Signature]

Edgar O. Garcia-Mora, '19-'20 Club President

Alhambra City Council
104 S. First St.
Alhambra, CA 91801

RE: Contract with Republic Services

Honorable Mayor Maza,

I, Jewelyn Co, am a resident of Alhambra, and also a business owner in the city.

This letter is written in support of Republic Services and would like to respectfully request that you renew your contract with the company for they have provided our city with excellent waste management services for over 25 years and have been supportive to our community.

Republic Services has been our waste management services at our business and residence, and I greatly appreciate their business. They have helped us specifically when we needed assistance and services at our residence. They kindly replaced our recycling and trash bin when they were worn and broken. Republic Services assisted with our bulky items and picked them up at our convenient time.

Their friendly and helpful truck drivers would help properly disposed litters left by others that are not properly placed in our commercial trash bin.

Republic Services has supported our city and have been involved in many community events such as the Alhambra Pumpkin Run, the Alhambra Chamber Golf Tournament, and many more. Their sponsorships and supports in special events and fundraisers with businesses and organizations in our city provides greater opportunities for growth.

Your consideration on renewing the city contract with Republic Services is respectfully appreciated for I would like Republic Services continue their business with our city, and continue to provide us with cleaner and greener place to work and live in.

Thank you for your time and consideration.

Sincerely,

Jewelyn Co
Co-Owner
Cokreeate
To: Mayor Ross Maza  
Alhambra City Council

From: Cindy Ho  
Farmers Insurance Alhambra and Resident of Alhambra

Regarding: Republic Services

June 10, 2020

Dearest Mayor Maza and Alhambra Council,

Hope this letter finds you all well. I like to acknowledge when a company is doing good things in our neighborhood and today I will be expressing my appreciation for our Alhambra city’s waste management, Republic Services. I live and work in Alhambra and am very impressed and satisfied with the services of Republic Services for my resident and business. I have resided in Alhambra since 2002 and have always had a positive experience with Republic Service. The only time that I need to call to their office is when I have bulky items to pick up and they never disappoint. While working and living in other cities before, I have dealt with other trash companies and I have to say that Republic Service has been the easiest to work with. They are always willing to help and their pick-ups are always on time. The company is reputable and responsible. Republic Services is definitely reputable as they have been servicing our Alhambra community for over 20 years. They also work closely with the communities they serve. Their corporate responsibility is admirable as I have seen first handed and heard plenty of stories of their company’s involvement with the community, such as corporate grants and donating to local non-profit organizations.

Francella Aguilar, our very own Republic Service representative is present in many of our local city events engaging with us, residents. She participates in our community events and dedicates her time to sponsor and help programs in our neighborhood. I am happy that our Alhambra city is able to work with companies who give back to our city because that is what makes a great partnership.

Thank you for reading my letter of support.

Many Thanks,

Cindy Ho
June 19, 2020

Mayor Ross Maza
City of Alhambra
111 S. First St.
Alhambra, CA 91801

Dear Mayor Maza and Councilmembers;

The Alhambra Lunar New Year Festival has been blissed with the loyal and warm support from many departments of the City since it inception. Republic Services also has given the vital services for providing the trash bins and boxes.

Republic Services has demonstrated a commitment to our community through this community participation.

I hope the City will renewal and given the contract to Republic Services.

Sincerely,

[Signature]

P militia Chen
1235 N. Granada Ave., #39
Alhambra, CA 91801

Alhambra Lunar New Year Celebration
15 June 2020

Mayor Ross Maza
City of Alhambra
111 S. First St.
Alhambra, CA 91801

Dear Mayor Maza and Councilmembers;

Republic Services has been an active member of the Alhambra Chamber of Commerce since 1995. In addition to providing quality trash and recycling services to residents and commercial, Republic Services has been a valuable community contributor.

Republic Services has demonstrated a commitment to our community through participation with the Alhambra Chamber of Commerce as well as other community organizations. Republic has provided sponsorships and support at many community events including Lunar New Year Festival, Alhambra Beautiful Awards, Alhambra Chamber Play Fore the Kids’ Golf Tournament, Alhambra Chamber Installation Dinner, Alhambra Tournament of Roses float, Pumpkin Run, and Alhambra Chamber Scholarship fund.

In addition, Republic Services has provided valuable business leadership by having one of their representatives, Francella Aguilar, serve on the Chamber’s Board of Directors.

Republic Services is a quality company with a good corporate culture. The Alhambra Chamber of Commerce appreciates their service and support of our community.

Sincerely,

[Signature]

Sharon Gibbs
Executive Director
Alhambra Chamber of Commerce
## Past and Pending Litigation

<table>
<thead>
<tr>
<th>Matter Name</th>
<th>Description</th>
<th>Substantive Law</th>
<th>Start Date</th>
<th>Case Number</th>
<th>Court</th>
<th>State</th>
<th>Date Resolved</th>
<th>Description of Resolution</th>
<th>Organizational Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Maywood v. Consolidated Disposal Service, L.L.C.; Republic Services, Inc. (correct legal entity: Consolidated Disposal Service, L.L.C. d/b/a Republic Services of Los Angeles II Republic Services) Class Action</td>
<td>Plaintiff alleges that the Company failed to remit several years’ worth of utility user taxes to the City, and improperly overcharged customers in the City of Maywood.</td>
<td>Contracts</td>
<td>11/10/2017</td>
<td>80097218</td>
<td>Los Angeles County Superior Court</td>
<td>California</td>
<td>December, 2019</td>
<td>Settled</td>
<td>Area 02 West 3840 - RS of Los Angeles (Long Beach)</td>
</tr>
</tbody>
</table>
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Proposer Overview

5. Key Personnel

Republic is structured along functional lines, which allows for local decision-making by managers with direct responsibility and experience relevant to Alhambra contract operations. They are knowledgeable of local solid resources collection and post-collection processing activities and are supported by the extensive resource recovery technical expertise and financial strength of parent company Republic Services, Inc.

David Cannon, General Manager, Francelia Aguilar, Municipal Relationship Manager, Anthony Deitch, Operations Manager, Christina Saldivar, Operations Supervisor, and Crystal Sosa, Zero Waste Coordinator will be the City’s key contacts. These experienced professionals will ensure a seamless implementation and ongoing management of the City of Alhambra’s contract.

We have included an Organization Chart followed by biographical information for Division personnel considered key to the success of the implementation of the City’s environmental programs and daily Alhambra operations. These individuals manage the various operational and administrative components of contract implementation and ongoing service to the City, its residents, and commercial businesses. This team’s unique combination of solid resources collection experience, recycling expertise, innovative management systems, and knowledge of emergent technological advances for resource recovery places Republic in the best position to implement the City’s Diversion Initiatives and programs and attain the City’s diversion goals.

Additionally, Republic’s experience in Alhambra, in-house training, personnel advancement, recruitment programs, and work force development—arguably the most comprehensive in the industry—enable Republic to attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.
The biographies that follow are presented in the order conveyed above, top to bottom, left to right, along reporting lines.

Republic's team of Alhambra drivers are profiled in Section 17 – Employment of Prior Contractor Employees. As incumbent, Republic can confidently introduce its driver team to the City.
Key Personnel

Dave Hauser, Market Vice President

Located at our Sun Valley Division, Dave brings over 25 years of leadership experience in the Southern California market. Dave has served in various General Manager and Controllership roles for Republic Services and Allied Waste. Dave has held the titles of District Controller and Director of Operations. Dave has a bachelor’s degree in Accounting from Marquette University then became a CPA in the State of Wisconsin. Throughout his career, Dave has consistently built cohesive teams working successfully with municipal customers and governmental and regulatory agencies.

In his current position as Market Vice President, Dave has oversight responsibility for the Los Angeles market, including five hauling locations, multiple municipal agreements, multiple transfer stations, and Sunshine Canyon Landfill. His years of experience and knowledge of the local market allow him effectively to lead the entire Los Angeles team.

Christopher Seney, Director of Organics Operations

Chris brings 20 years of organics leadership experience to his role at Republic Services. Prior to joining Republic Services in 2018, Chris was an owner of Nursery Products which permitted, constructed and operated one of the largest organics facilities in California. The permitting and development process for the Nursery Products facility spanned 9 years and involved approvals from ten different regulatory agencies. Nursery Products provided transportation and organics recycling services for 1,100 tons per day of organics 365 days per year. In his current position as Director, Organics Operations, Chris supports all of Republic Services organics facilities, monitors organics regulation, and leads the development of organics infrastructure across the Country. He currently spends a significant amount of his time supporting organics operations in California. Chris is a Certified Hazardous Materials Manager and a Professional Engineer in California, Arizona and Nevada. He is married and lives with his wife and three young daughters in Phoenix, Arizona.

Charles Helget, Director of Government Affairs

Charles Helget is currently California Director of Government Affairs for Republic Services. He has represented Republic Services and various predecessor companies for more than 20 years. During that period, he has been actively engaged in waste sector public policy development and implementation at a local, state legislative and regulatory level. Charles has extensive experience, in California and the Western States, organizing government affairs strategies and representing Republic's interests before legislative bodies, state agencies and local governments. As a senior legislative chief of staff, corporate government affairs manager, and consultant, he has built an extensive network of public officials and community leaders throughout California, the Western States, and Washington, DC.
**Chris Coyle, General Manager, Sunshine Canyon Landfill**

Chris has over 24 years of experience in solid waste in both the collection and post-collection lines of business. As General Manager of Republic’s Sunshine Canyon Landfill, Chris’ management responsibility includes the oversight of all facility activities of a regional landfill serving the Los Angeles County waste shed with a permitted daily capacity of 12,100 tons per day. Chris will ensure that our landfill operation is performing at the highest level and in total compliance with permit requirements, safety standards, and all federal, state, and local laws.

**David Cannon, General Manager**

Located at our Sun Valley Division, David Cannon possesses over ten years of solid waste and recycling industry experience, including over seven years at the General Manager level. Having served in a wide range of management positions in a number of different service environments, David brings extensive knowledge of general service requirements for solid waste collection and recycling, customer service, equipment operations, routing, maintenance, monitoring contract compliance requirements and the complex requirements of implementation of new contracts.

**James Castro, General Manager CVT**

Located at our Anaheim Division, James has 35 years of experience in the solid waste management and transportation industries, most of which have been in Division and site management positions. James is currently the General Manager for Republic’s Material Recovery Facility, CVT. Prior to joining Republic, James served in various management capacities for Waste Management, Inc. James’ extensive experience in the solid waste industry gives him a unique of management experience and organizational discipline in a multitude of areas, including employee training and supervision, transportation logistics and systems, policy and procedure development, and compliance monitoring, safety practices, route management, customer service, and equipment maintenance and procurement.
Anthony Deitch, Operations Manager
Located at our Sun Valley Division, Anthony joined Republic Services team in 2007 as a driver after 16 years of experience in the Southern California waste industry. He has extensive experience in operations and performance management, budgeting and planning, coaching and development, all of which has made him a valued Operations Manager for Republic. Anthony currently manages the Operations Department at Sun Valley with eight Supervisors and seven dispatchers in his department. Anthony has been an Operations Manager for Republic for the last nine years in business units spanning Southern California and Arizona adding to his diverse experience. Anthony holds several OSHA certificates adding to his industry knowledge.

Christina Saldivar, Operations Supervisor
Located at our Sun Valley Division, Christina Saldivar has been in the solid waste industry for over 20 years, she currently oversees all customers in the City of Alhambra. She is responsible for route maps, route restructuring, and supervision of employees providing waste collection and disposal. Christina is responsible for developing work schedules to match staffing levels, initiating work assignments and monitoring progress to improve work efficiencies. She also interacts with City staff and customers to ensure regulatory compliance and service standards are met.

Leslie Najera, City Reporting Specialist
Leslie Najera has been a member of the Republic family for over 14 years. Hired as a Quality Assurance/Accounting Specialist, she quickly acquired the skills needed to perform high level analyses in different sectors of the business. Mrs. Najera has assumed increasing roles of responsibility throughout her tenure, most recently transitioning from Municipal Contract Administrator to managing the City Reporting Department. Her strength in critical thinking and process improvement have been instrumental in developing sustainable reporting processes. Comprised of a staff of five, the City Reporting Department is responsible for all aspects of municipal compliance reporting for over 50 municipalities, including County reporting within the Los Angeles and Orange County markets.
Susanne Passantino, Market Director Government Affairs

Located at our Sun Valley Division, a 25-year veteran of the waste industry, Susanne Passantino is the Market Director of Government Affairs of Republic for the Los Angeles Area. Since joining the Company in 2000, she has been committed to ensuring all Republic customers comply with and exceed California recycling regulations. Susanne’s understanding of communities and their stakeholders enables her to identify opportunities to better drive customer service effectiveness. She believes the unique needs of each city determine the best approach to providing exemplary service. Susanne's experience and leadership in the solid waste industry infuses her vision of sustainability and the greening of Southern California with pragmatism. The result is quantifiably effective waste diversion and recycling programs. This is exemplified by the leadership she provided her team during the launch of Los Angeles' groundbreaking recyclA program. Susanne holds a bachelor's degree from the University of California, Irvine.

Cynthia Lozano Vant Hul, Mariposa Eco Consulting

Cynthia Vant Hul, President of Mariposa Eco Consulting, Inc. has worked in the recycling and solid management field for 21 years. Cynthia has provided a broad range of solid waste consulting services to over 60 cities within Los Angeles, Orange, Fresno, and Imperial Counties in the area of auditing, contract compliance, waste diversion, and regulatory compliance. In 2012, Mariposa partnered with Republic to help manage the Los Angeles Unified School District's expanded recycling program. As the Recycling Manager, Cynthia manages a team of trainers to oversee the 1500+ schools recycling programs.

In 2017, Cynthia received a service award from the California Resource and Recovery Association, and in Summer 2019 received the first Green Team Leader Award from the California Keep America organization. Mariposa Eco Consulting, Inc. holds Women Business Enterprise and Small Disadvantaged Business certifications. In 2009, Cynthia received her AB 32 certified greenhouse gas verifier certification from the California Air Resources Board.

Min Wang, Community Relations/Public Education Coordinator

Located at our Long Beach Division, Min is responsible for the recycling and community outreach administration for the Los Angeles and Long Beach area, while reporting to the General Manager. Min has 7 years of industry experience in community outreach, contracts compliance and program development. Min graduated with a B.A. in Economics from the University of California San Diego and has an M.B.A in International Finance/Business Law. Min's passions range from delivering high quality, graphically artistic collateral utilized for communicating and educating employees and communities on recycling and sustainability efforts to engaging in community activities.
**Connie Gonzalez, Alhambra Customer Service**

Connie Gonzalez began her career with Republic over 12 years ago. She began as a residential customer service agent and was quickly promoted to Republic’s inside sales team where she showcased her ability to provide Grade A service to all of her customers. With Connie’s vast knowledge she was sought after for our specialty team that is dedicated to handle city requests and escalations. Connie is the dedicated representative for Alhambra and the Garden Garbage Disposal district. With expertise and dedication, she is able to ensure that any issues that arise are handled quickly and professionally.

**Crystal Sosa, Zero Waste Coordinator**

Located at our Sun Valley Division, Crystal Sosa started her career with Republic over eight years ago. Crystal’s evolving skillset has allowed her to work multiple roles within the Company ranging from Customer Service Representative, Data Entry Specialist, Inside Sales Representative, Account Manager, and her most recent role as a Zero Waste Specialist. Ms. Sosa’s background has enabled her to succeed in her new role of onboarding and managing 1,000 accounts composed of a diverse book of business ranging from property management companies to major accounts. She is also responsible for increasing sustainability for her business base by providing outreach and educational presentations and materials.

**Brian Voss, Area Sr. Manager Municipal Sales**

Located at our Sun Valley Division, Brian has over 12 years of experience in the waste industry, while serving in roles of increasing responsibility in sales and operations management. He joined the Republic team in 2019 and currently oversees all municipal sales activity in Los Angeles and Orange Counties. Brian’s responsibilities include contract, proposal and financial review, along with managing a team of Municipal Managers. He has extensive experience in logistics, organics management, sales and contract negotiation. Brian also served at the Chairman of the City of Beaumont Planning Commission. Brian holds a bachelor’s degree in Business Administration with a focus in Public Administration from California State University, San Bernardino.
Francelia Aguilar, Municipal Relationship Manager
Located at our Sun Valley Division and currently serving the City of Alhambra as its liaison, Francelia is a Los Angeles Area Municipal Relationship Manager. She has been a proud member of the Republic team for 15 years. Francelia has extensive experience overseeing franchise agreements, including school districts and commercial accounts contracts. She is familiar with recycling education training programs including leading company-sponsored activities, trade shows, and other relevant functions that serve to promote recycling education for the commercial and residential business sector. In her current role, Francelia meets regularly with key decision-makers within assigned municipalities to continuously bring value to the relationship and conducts on-site client reviews to continually improve service and relations. She is an active member of the Alhambra Chamber of Commerce, YMCA, Kiwanis, Environmental and Government Committees.

Nai Saephan, Business Unit Finance Manager
Located at our Sun Valley Division, Nai joined Republic in 2013 working in both California and Washington. She has been at Sun Valley for over two years and currently holds the position of the business unit finance manager where she oversees the Sun Valley Division’s P&L, financial analysis, budgeting, and forecasting functions. She partners with the General Manager to drive a customer focused business and also manages the billing team overseeing three business units.

Tanya Primeau, Billing Supervisor
Located at our Sun Valley Division, Tanya has been with Republic for seven years starting as a Billing Coordinator performing various billing and reporting duties. Tanya currently is the Los Angeles Area Billing Supervisor responsible for managing billing functions for multiple business units. She has over 15 years of Accounts Receivable/Billing experience and holds a bachelor’s degree in Accounting. Tanya has also been involved in various billing audits and billing conversion projects. While employed at Republic, Tanya has received Employee of the Month multiple times and a Billing Employee of the Year award.
5. **Proposer Overview**

5.e **Financial Information**

Republic is among the leading recycling and waste services companies in the United States, with the financial strength and stability to exceed funding needs for Alhambra’s operations for the duration of the contract and beyond.

The financial stability of the parent company, Republic Services, Inc., allows us to guarantee the commitments and obligations presented to Alhambra in this proposal. Republic’s financial capacity and wherewithal will allow the Company to continually invest in equipment and rigorous preventive maintenance, technology, and continual employee coaching and training in caring for the City of Alhambra contract.

Republic has the national backing to provide all assets used to perform the duties of the subject Agreement. Alhambra will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

We implore Alhambra to take long term financial stability into serious consideration when choosing a partner for its recycling and waste needs. Republic’s proven financial strength and stability strongly supports customer rate stability over the contract term. In many instances, the success of a service provider is dependent on its ability to invest in necessary equipment or personnel, or respond properly in times of crisis, such as during a natural disaster or pandemic.

**Financial Statements**

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at [https://investor.republicservices.com](https://investor.republicservices.com). The most recent fiscal year for which financial statements are available is 2019.

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Financial information requested in the RFP can be found in the summary statement on the following pages, which includes annual revenue and asset and liabilities information.
**Additional Information: Income Statement**

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP (Independent Registered Public Accountants).

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<thead>
<tr>
<th></th>
<th>Years Ended December 31</th>
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<tr>
<td></td>
<td>2019</td>
<td>2018</td>
<td>2017</td>
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</tr>
<tr>
<td><strong>Revenue</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$10,299.4</td>
<td>$10,040.9</td>
<td>$10,041.5</td>
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<tr>
<td><strong>Expenses</strong></td>
<td></td>
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<tr>
<td>Cost of operations</td>
<td>6,298.4</td>
<td>6,150.0</td>
<td>6,214.6</td>
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<tr>
<td>Depreciation, amortization and depletion</td>
<td>1,040.5</td>
<td>1,033.4</td>
<td>1,056.3</td>
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<td>Accretion</td>
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<td>Selling, general and administrative</td>
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<td>1,059.5</td>
<td>1,057.4</td>
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<td>Withdrawal costs – multiemployer pension funds</td>
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<td>-</td>
<td>1.2</td>
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<tr>
<td>Gain on business divestitures and impairments, net</td>
<td>(14.7)</td>
<td>(44.9)</td>
<td>(33.9)</td>
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<tr>
<td>Restructuring charges</td>
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<td>26.4</td>
<td>17.6</td>
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<td><strong>Operating income</strong></td>
<td>1,787.2</td>
<td>1,735.8</td>
<td>1,668.5</td>
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<td>Interest expense</td>
<td>(392.0)</td>
<td>(383.8)</td>
<td>(361.9)</td>
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<td>Loss from unconsolidated equity method investments</td>
<td>(112.2)</td>
<td>(35.8)</td>
<td>(27.4)</td>
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<tr>
<td>Loss on extinguishment of debt</td>
<td>-</td>
<td>(0.3)</td>
<td>(0.8)</td>
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<tr>
<td>Interest income</td>
<td>6.4</td>
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<td>Other income, net</td>
<td>6.4</td>
<td>3.4</td>
<td>2.7</td>
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<tr>
<td><strong>Income before income taxes</strong></td>
<td>1,295.8</td>
<td>1,320.9</td>
<td>1,282.1</td>
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<td>Provision for income taxes</td>
<td>222.0</td>
<td>283.3</td>
<td>3.1</td>
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<tr>
<td><strong>Net income</strong></td>
<td>1,073.8</td>
<td>1,037.6</td>
<td>1,279.0</td>
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<tr>
<td>Net income attributable to non-controlling interests in consolidated subsidiary</td>
<td>(0.5)</td>
<td>(0.7)</td>
<td>(0.6)</td>
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<tr>
<td><strong>Net income attributable to Republic Services, Inc.</strong></td>
<td>$1,073.3</td>
<td>$1,036.9</td>
<td>$1,278.4</td>
<td></td>
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<tr>
<td>Basic earnings per share attributable to Republic Services, Inc. stockholders:</td>
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<td></td>
<td></td>
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<tr>
<td>Basic earnings per share</td>
<td>$3.34</td>
<td>$3.17</td>
<td>$3.79</td>
<td></td>
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<tr>
<td>Weighted average common shares outstanding</td>
<td>321.1</td>
<td>326.9</td>
<td>337.1</td>
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<tr>
<td>Diluted earnings per share attributable to Republic Services, Inc. stockholders:</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Diluted earnings per share</td>
<td>$3.33</td>
<td>$3.16</td>
<td>$3.77</td>
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<tr>
<td>Weighted average common and common equivalent shares outstanding</td>
<td>322.0</td>
<td>328.4</td>
<td>339.0</td>
<td></td>
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<tr>
<td>Cash dividends per common share</td>
<td>$1.56</td>
<td>$1.44</td>
<td>$1.33</td>
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**Additional Information: Balance Sheet**

*Republic Services’ 2019 Year Ending Consolidated Balance Sheet.*  
Selected financial data

REPUBLIC SERVICES, INC.  
CONSOLIDATED BALANCE SHEETS  
(in millions, except per share data)

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<thead>
<tr>
<th></th>
<th>December 31, 2019</th>
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<tr>
<td><strong>ASSETS</strong></td>
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<td>Current assets:</td>
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<tr>
<td>Cash and cash equivalents</td>
<td>$47.1</td>
<td>$70.5</td>
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<tr>
<td>Accounts receivable, less allowance for doubtful accounts and other of $34.0 and $34.3, respectively</td>
<td>1,125.9</td>
<td>1,102.7</td>
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<tr>
<td>Prepaid expenses and other current assets</td>
<td>433.0</td>
<td>391.2</td>
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<tr>
<td>Total current assets</td>
<td>1,666.0</td>
<td>1,564.4</td>
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<tr>
<td>Restricted cash and marketable securities</td>
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<td>108.1</td>
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<tr>
<td>Property and equipment, net</td>
<td>8,383.5</td>
<td>8,020.1</td>
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<tr>
<td>Goodwill</td>
<td>11,633.4</td>
<td>11,400.1</td>
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<td>Other intangible assets, net</td>
<td>133.9</td>
<td>106.5</td>
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<tr>
<td>Other assets</td>
<td>747.6</td>
<td>417.8</td>
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<tr>
<td><strong>Total assets</strong></td>
<td><strong>$22,683.8</strong></td>
<td><strong>$21,617.0</strong></td>
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</tbody>
</table>

| **LIABILITIES AND STOCKHOLDERS’ EQUITY** |                   |                   |
| Current liabilities:               |                   |                   |
| Accounts payable                   | $777.9            | $761.5            |
| Notes payable and current maturities of long-term debt | 929.9 | 690.7 |
| Deferred revenue                   | 336.0             | 338.7             |
| Accrued landfill and environmental costs, current portion | 132.6 | 130.6 |
| Accrued interest                   | 74.0              | 68.5              |
| Other accrued liabilities          | 814.2             | 728.6             |
| **Total current liabilities**      | **3,064.6**       | **2,718.6**       |
| Long-term debt, net of current maturities | 7,758.6 | 7,646.8 |
| Accrued landfill and environmental costs, net of current portion | 1,703.2 | 1,701.6 |
| Deferred income taxes and other long-term tax liabilities, net | 1,180.6 | 1,028.3 |
| Insurance reserves, net of current portion | 276.5 | 270.8 |
| Other long-term liabilities        | 579.4             | 321.4             |
| Commitments and contingencies      |                   |                   |
| Stockholders’ equity:              |                   |                   |
| Preferred stock, par value $0.01 per share; 50 shares authorized; none issued | - | - |
| Common stock, par value $0.01 per share; 750 shares authorized; 353.3 and 351.9 issued including shares held in treasury, respectively | 3.5 | 3.5 |
| Additional paid-in capital          | 4,994.8           | 4,924.9           |
| Retained earnings                  | 5,317.3           | 4,750.5           |
| Treasury stock, at cost; 34.5 and 29.4 shares, respectively | (2,199.6) | (1,782.6) |
| Accumulated other comprehensive income, net of tax | 2.2 | 30.8 |
| Total Republic Services, Inc. stockholders’ equity | 8,118.2 | 7,927.1 |
| Non-controlling interests in consolidated subsidiary | 2.7 | 2.4 |
| **Total stockholders’ equity**     | **8,120.9**       | **7,929.5**       |
| **Total liabilities and stockholders’ equity** | **$22,683.8** | **$21,617.0** |
**Additional Information: Banking References**

All inquiries for bank references must be made by fax.

<table>
<thead>
<tr>
<th>Bank of America</th>
<th>J P Morgan Chase Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Confirmation Department</td>
<td>Attn: Confirmation Credit Inquiries</td>
</tr>
<tr>
<td>Reference: Republic Services Inc.</td>
<td>PO Box 955200</td>
</tr>
<tr>
<td>Tax ID: 65-0716904</td>
<td>Fort Worth, TX 76155-2732</td>
</tr>
<tr>
<td>Phone: (803)832-7770</td>
<td>Reference: AWIN Management, Inc.</td>
</tr>
<tr>
<td>Fax (toll #): (900)733-5100</td>
<td>Tax ID: 76-0353318</td>
</tr>
<tr>
<td>Online: <a href="http://www.bankVOD.com">www.bankVOD.com</a></td>
<td>Phone: (800)550-8509</td>
</tr>
<tr>
<td></td>
<td>Fax: (817)345-3795</td>
</tr>
</tbody>
</table>

Wells Fargo
- Attn: Confirmation Department
- Reference: Republic Services Inc.
- Tax ID: 65-0716904
- Phone: (540)563-7323
- Fax (toll #): (844)879-0544 (Audits and Credit Inquiries); (844)879-0416 (Routing Number and Verification Requests)

Credit references are available upon request.
5. Proposer Overview

5.f Insurance

As the incumbent service provider for the City of Alhambra, Republic has and will continue to maintain the appropriate and acceptable level of coverage required by the Franchise Agreement. Please see the Certificate of Insurance provided on the following page.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(s), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17516 N. SCOTTSDALE RD
SCOTTSDALE, AZ 85255

CONTACT NAME: [REMOVED]
PHONE (A/C Reqd): [REMOVED]
FAX (A/C Reqd): [REMOVED]
EMAIL ADDRESS: [REMOVED]

INSURER(S) AFFORDING COVERAGE
INSURER A: ACE American Insurance Co.
INSURER B: Indemnity Insurance Company of NA
INSURER C: ACE Fire Underwriters
INSURER D: Illinois Union Insurance Company

CERTIFICATE NUMBER: 1983976
REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
<thead>
<tr>
<th>SBM LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL BROD</th>
<th>SUB WRD</th>
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<th>POLICY EXP</th>
<th>LIMITS</th>
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<td>HOD 071539846</td>
<td>06/30/2020</td>
<td>BACH OCCURRENCE: $5,000,000</td>
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<td>DAMAGE TO RENTED PREMISES (Ex $0,000): $5,000,000</td>
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<td>GENERAL AGGREGATE: $5,000,000</td>
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<td>PROPERTY DAMAGE (Per accident): $5,000,000</td>
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<td>06/30/2020</td>
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<td>06/30/2020</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101. Additional Remarks Schedule, may be attached if more space is required)
Division Number: 3840 - Named Insured Includes: Consolidated Disposal Service, LLC; - Dba: Republic Services of Los Angeles/Republic Services

CERTIFICATE HOLDER
City of Alhambra
111 S 1st St
Alhambra, CA 91801-3704
United States

CANCELATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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6 Designated Facility Descriptions

Overview

Republic’s ethos requires us to strive to be exemplary in our own environmental compliance and responsibility.

Republic’s facilities are engineered for safe, environmentally friendly operations. We employ best management practices that facilitate energy and water conservation, as well as facility design principles to enhance employee and employee and visitor safety and comfort.

Republic will utilize the transfer, processing, and disposal facilities included in the chart on the following page to responsibly manage the materials collected from Alhambra residents and businesses. This chart provides the information required in Sections 6.a, 6.b and 6.d of the RFP.

Regulatory Compliance

Republic has an excellent record of compliance with federal, state, and local regulatory requirements. In fact, our Environmental Managers (EMs) are dedicated to this specific task. Additionally, Republic EMs use a Compliance Tracking and Reporting System (CTRS), which is an intranet-based software system that tracks specific compliance tasks. The CTRS provides permit conditions reminders to facilitate fulfilling and documenting such conditions in the required timeframe.

Republic facilities are fully and properly permitted, and permits are renewed before they expire. Not only are our EMs are deeply experienced with solid waste facility permitting but they also nurture their relationships with environmental agency staff. Through these relationships, our permit applications are typically reviewed and approved without comment.

Republic guarantees processing and/or disposal capacity for the term of the Agreement for all facilities it owns and operates, namely: The East Los Angeles Transfer Station, CVT Regional Materials Facility, and Sunshine Canyon Landfill.
<table>
<thead>
<tr>
<th>Material Type</th>
<th>Designated Transfer Facility (If applicable)</th>
<th>Designated Facility (Processing or Disposal Facility)</th>
<th>Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source Separated Recyclable Materials</td>
<td>East Los Angeles Transfer Station &lt;br&gt; Republic Owned &lt;br&gt; 1512 North Bonnie Beach Pl, L.A. 90063 &lt;br&gt; SWIS #19-AA-0845 &lt;br&gt; Price Per Ton $123.00</td>
<td>CVT Regional Materials Facility &lt;br&gt; Republic Owned &lt;br&gt; 277 E Greta Lane, Anaheim CA 92806 &lt;br&gt; SWIS# 30-AB-0335 &lt;br&gt; Price Per Ton included in TS fee</td>
<td>Material Recovery Facility Estimated Diversion Rate: 60%-75%</td>
</tr>
<tr>
<td>Yard Waste/Food Waste</td>
<td>East Los Angeles Transfer Station &lt;br&gt; Republic Owned &lt;br&gt; 1512 North Bonnie Beach Pl, L.A. 90063 &lt;br&gt; SWIS #19-AA-0845 &lt;br&gt; Price Per Ton $100.00</td>
<td>Kochergan Farms Composting &lt;br&gt; Republic Partnership &lt;br&gt; Avenal, CA 92806 &lt;br&gt; Price Per Ton included in tip fee &lt;br&gt; OR &lt;br&gt; Agromin Chino &lt;br&gt; Republic Owned &lt;br&gt; 201 Kinetic Drive, Oxnard CA 93030 &lt;br&gt; SWIS# 56-AA-0165 &lt;br&gt; Price Per Ton included in TS fee</td>
<td>Composting Facility Estimated Diversion Rate: 95%-100%</td>
</tr>
<tr>
<td>Commercial Source Separated Food Waste</td>
<td>No transfer station used for this material type</td>
<td>Waste Transfer &amp; Recycling &lt;br&gt; Waste Management &lt;br&gt; 840 S Mission Road, L.A 90063 &lt;br&gt; SWIS #19-AA-0845 &lt;br&gt; Price per Ton: $127.50</td>
<td>AD Facility Estimated Diversion Rate: 85%-95%</td>
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<tr>
<td>Commercial Source Separated Food Waste</td>
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<td>CVT Regional Materials Facility &lt;br&gt; Republic Owned &lt;br&gt; 277 E Greta Lane, Anaheim CA 92806 &lt;br&gt; SWIS# 30-AB-0335 &lt;br&gt; Price Per Ton $123.00</td>
<td>AD Facility Estimated Diversion Rate: 80%-95%</td>
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<tr>
<td>Mixed Waste</td>
<td>East Los Angeles Transfer Station &lt;br&gt; Republic Owned &lt;br&gt; 1512 North Bonnie Beach Pl, L.A. 90063 &lt;br&gt; SWIS #19-AA-0845 &lt;br&gt; Price Per Ton 123.00</td>
<td>CVT Regional Materials Facility &lt;br&gt; Republic Owned &lt;br&gt; 277 E Greta Lane, Anaheim CA 92806 &lt;br&gt; SWIS# 30-AB-0335 &lt;br&gt; Price Per Ton Included in TS fee</td>
<td>Material Recovery Facility Estimated Diversion Rate: 10%-25%</td>
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<tr>
<td>Black Container Waste</td>
<td>East Los Angeles Transfer Station &lt;br&gt; Republic Owned &lt;br&gt; 1512 North Bonnie Beach Pl, L.A. 90063 &lt;br&gt; SWIS #19-AA-0845 &lt;br&gt; Price Per Ton $100.00</td>
<td>Sunshine Canyon Landfill &lt;br&gt; Republic Owned &lt;br&gt; 14747 San Fernando Road, Sylmar CA 91342 &lt;br&gt; SWIS #19-AA-0000 &lt;br&gt; Price Per Ton Included in TS fee</td>
<td>Landfill</td>
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<tr>
<td>C&amp;D</td>
<td>No transfer station used for C&amp;D</td>
<td>City Terrace Recycling &lt;br&gt; Disposal agreement in place &lt;br&gt; 1525 Fishburn Ave, Los Angeles CA 90063 &lt;br&gt; SWIS #19-AA-0859 &lt;br&gt; Price Per Ton: $68.50</td>
<td>Material Recovery Facility Estimated Diversion Rate: 95%-90%</td>
</tr>
</tbody>
</table>
6. Designated Facility Descriptions
6.a Transfer Facilities

The East Los Angeles Transfer Station is a fully permitted and active Large Volume Transfer Station that currently receives waste from the City of Alhambra. It is located within four miles from Alhambra, significantly minimizing Vehicle Miles Traveled. Republic has guaranteed capacity to process all volumes from the City of Alhambra throughout the term of the Agreement.

See the facility profile on the following page.
EAST LA TRANSFER STATION

Facility Overview:
General Manager: La Shanda Shipp
Operations Supervisor: Art Chavez

Location:
1512 N. Bonnie Beach Place, Los Angeles, CA 90063

SWIS No: 19-AA-0845
This permit is in full regulatory compliance with its Solid Waste Facility permit, Condition Use Permit, LEA requirements, and all other regulatory requirements.

Permitted Capacity:
700 tons per day

Description:
East Los Angeles Recycling and Transfer Station is owned and operated by Republic and is a fully permitted solid waste transfer station.

Size:
The footprint of the permitted transfer station and material recovery operation encompasses approximately 1.3 acres of property.

Hours of Operations:
ELARTS is open to receive. Hours for receiving material is from 6am to 2:30pm Monday through Friday.

Accepted Materials:
Municipal Solid Waste, recyclables, organic green waste and other inert materials
Republic committed to investing in recycling processing infrastructure where appropriate as evidenced by our addition of 150K tons of recycling capacity in 2018.

Republic believes it is responsible for resupplying our economy with the resources we are entrusting to manage every day through increasing recycling, generating renewable energy, and educating customers about what they can do. Republic owns or operates 91 recycling centers nationwide, including some of the largest such facilities in the U.S. As consumer demand for recycling has increased, Republic has met it by integrating recycling components into all collection service offerings. Based on an industry trade publication, approximately 34 percent of municipal solid waste is recycled.

Recyclable Materials
Recyclable materials will be processed at the CVT Regional Materials Facility which is currently processing approximately 4,800 tons per day; with a total daily capacity of 6,000 tons. Called a Material Recovery Facility (MRF), it utilizes a 50tph single stream sorting equipment to process incoming materials, and ship finished commodities to domestic and international markets.

This facility employs nearly 300 people and is open seven days per week to receive material and has an average turn time of less than 24 hours. All loads are weighed in and out and we can provide tonnage data upon request in the required format. Republic accepts mixed paper, cardboard, newspaper, tin cans, aluminum cans, foil, glass, plastics, bottles, jars, rigid plastics 1-7, and scrap metal. Our cutting-edge recycling facility helps preserve the local environment for future generations. Mixed commercial and residential organics will be collected and processed through our THOR System also located at our CVT Regional Materials Facility, our top of the line pre-processing, depackaging, and separation system which produces 99% clean organics.

In addition, material collected in Alhambra will be transferred to and transformed at Southeast Resource Recovery, located at 120 Pier Ave S, Long Beach Ca. 90802. SERRF (as it is known locally). This facility is the only one of its kind in the greater Los Angeles area, and was recently granted an agreement providing for the continued maintenance and operation of this facility.
Organic Materials
Republic will transfer organic materials to either of two compost facilities for this contract; Agromin in Chino, and Kochergen Farms in Avenal.

Agromin Composting Facility – Chino
The advantages of Republic’s Chino facility include:

- This expertly managed facility features covered aerated static pile composting methodology and easily facilitates green waste and clean food waste composting;
- Covered static piles effectively mitigate environmental impacts and controls odors and maintains optimal pile conditions during composting;
- The computerized aeration control technology used at Agromin optimizes composting conditions of all types of feedstocks. The technology allows compost pile temperature data to be recorded and stored by individual batches of compost, so the entire process can be accurately and easily tracked from start to finish.

Kochergen Farms Composting - Avenal, CA
In addition, we have secured a 3rd Party agreement with a facility in Avenal, CA that will provide diversion and SB1383 compliance.

- This facility is permitted to accept up to 1,000 tons per day of green waste and food waste. Kochergen Farms Composting, Inc. started in 2001 in Avenal, CA;
- The facility began operating on 17 acres and has grown to its current 160-acre footprint. All of the finished product is sold to local farmers and growers.
CVT REGIONAL MATERIALS RECOVERY FACILITY (MRF)

Location & Contact Information
1131 N. Blue Gum Street, Anaheim, CA 92806 • 714-238-3300 • republicservices.com

Description
CVT Regional Materials Recovery Facility is owned and operated by Republic Waste Services of Southern California and is a fully permitted waste processing facility.

SWIS No: 30 AB-0335
The permit is in full regulatory compliance with its Solid Waste Facilities permit, Use Permit, LEA requirements, and all other regulatory requirements.

Permitted Capacity
6,000 tons per day

Processing Capacity
On average 4,800 tons of materials are processed per day.

Size
The CVT MRF is one of the largest facilities by volume in North America. Centrally located in the heart of Orange County, the state-of-the-art MRF sits on a 35-acre campus that encompasses 240,000 square feet of which 160,000 is the processing facility.

Accepted Materials
Materials processed at CVT MRF come from over 55 Southern California cities, including large municipalities, commercial haulers and public haulers. Accepted materials include: mixed solid waste (MSW) single stream, commercial waste, construction and demolition material, green waste, white goods and e-waste.

Special Features
50 tph single stream sorting system with state-of-the-art optical sorting technology, a robust safety design as well as an automated storage/baling system among other innovations.
The MEGA THOR Turbo Separator effectively separates contamination from the food waste stream (SSO: Source Separated Organics)

- Separates food waste and contamination
- 99% separation rate
- 20 tons/hour processing capability
- Highly efficient and reliable
- Prepares food waste for end markets
- Made in the USA

Unprocessed Food Waste | Processed Food Waste | Processed Contamination

© 2015 Republic Services, Inc.

We'll handle it from here.
Agromin OC Chino
Plant Type: 500 tpd Organic Materials Composting Facility

Organic Materials Composting Facility
Rainbow Environmental Services (now owned and operated by Republic Services) and Agromin Corporation entered into a “50-50” Member Relationship, Agromin OC, LLC, (Agromin OC) beginning September 26, 2008 for the explicit purpose of becoming leaders in organic resource management through efficiently processing organic materials into products for private and public applications. The Agromin OC Chino Facility is currently engaged in windrow composting of green waste where 62,000 tons are currently processed a year. By January 2017 the Agromin OC Chino operations will be fully permitted and operational to receive, process, and compost up to 180,000 tons of organic material, including food waste. Agromin OC recognizes the multi-platform policy and program drivers which are moving food waste away from landfills. As leaders in the field, Agromin OC is poised to add covered aerated static pile (CASP) composting technology in order to compost commercial food scraps with minimal environmental impacts.

Facility Description
Permitted Capacity: 200 tpd current throughput, 500 tpd total capacity with CASP.

Pre-Processing Operations
Green waste Pre-processing: Green waste will be received and processed at a paved 5-acre material receiving area. Equipment will include a series of conveyors, disc screens, bag breakers, sorting platforms, magnets, and grinders. It is sorted by type, chipped and ground, and utilized for mulch, biomass, compost or ABC. 200 tpd current operations.

Food waste Pre-processing: All food waste materials would be pre-processed feedstock ready at the Rainbow Material Recovery Facility or another permitted MRF and brought to Agromin Chino ready for composting. The compost feedstock will be up to pre-processed 40% food scraps and 50% green material.

Composting Operations
Windrow Composting: Current windrow composting of processed green and yard waste materials is on average a 16-week temperature and moisture controlled process. The pre-processed feedstock is mixed and placed into elongated windrows on a non-permeable all-weather surface. The windrows are turned on a regular basis to improve oxygen content, distribute heat and moisture, and to regulate temperature. Materials are screened at the end of the process to remove contaminants such as plastics and metals, and to also grade the compost for various end uses. Over-sized materials are also removed and can be returned to compost until they have composted down sufficiently. 200 tpd current operations.

Food waste Composting: Covered aerated static pile (CASP) composting of pre-processed co-collected green and yard waste and clean food waste collected from residential and commercial sources. CASP will be utilized for cost effective processing of mixed organic waste, which controls potential environmental impacts (including odors and other emissions) and maintains optimal pile conditions during composting. It contains a compost and/or fabric cover with a computerized aeration control system to optimize composting conditions for all types of feedstocks. The technology allows compost pile temperature data to be recorded and stored by individual batches of compost, so the entire process can be accurately and easily tracked from start to finish. 300 tpd maximum capacity.
Current Windrow Composting: Green waste and yard waste is currently composted in open windrow piles.

CASP System: By January of 2017, Agromin Chino will have in place the covered aerated static pile (CASP) system to effectively compost food waste with controlled potential environmental impacts. In addition, computerized aeration control technology optimizes composting conditions for the entire pile and allows for electronically stored and tracked temperature data collected by compost batch.
6 Designated Facility Descriptions

6.c Operating Facilities

Maintenance Yard

| Sun Valley Division | 9200 Glenoaks Boulevard  
|                    | Sun Valley, California 91352 |

Republic’s Sun Valley Hauling Division administrative offices, operations yard, and maintenance facility, which has been, and will continue servicing the City of Alhambra. This facility features a 300,000 square foot office building out of which nearly 250 employees work and are dispatched daily, and a 400,000 square foot maintenance facility that accommodates up to 25 trucks for maintenance and repair at any given time. Republic employs a maintenance manager and 25 mechanics in Sun Valley. The operations yard also includes a bin repair shop and ample storage for containers and truck parking. All of Republic’s Alhambra dedicated administrative, operations, public relations, and maintenance personnel, including the General Manager operate from the Sun Valley Division’s facility.

Customer Service

| Call Center | 2525 W. Frye Road  
|            | Chandler, Arizona 85224 |

Our Call Center features not only state-of-the-art facilities, but also refined processes, on-site training and support, and cutting-edge technology, including a myriad of customer touch points such as voice, email, text, social channels and live chats. Calls will be answered by one of our three fully staffed, U.S.-based, national call centers, with direct lines to the local team in Santa Fe Springs and Sun Valley.

Additional Operating Facilities

| Santa Fe Springs Center | 12949 Telegraph Road  
|                         | Santa Fe Springs, California 90670 |

Additional support and oversight is located at Republic’s office in Santa Fe Springs which includes our Data Entry and Collections Department.
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6 Designated Facility Descriptions

6.d Disposal Facilities

The **Sunshine Canyon Landfill** is a fully permitted, state-of-the-art, fully composite-lined Class III landfill owned and operated by Republic. The total permitted acreage of the site is 1,036 acres, 363 of which are dedicated to disposal. Sunshine Canyon is permitted to accept 12,100 tons per day of municipal solid waste for disposal and/or beneficial reuse and recycling (weekly limit of 66,000 tons of MSW for disposal and 6,600 tons of material for beneficial reuse and recycling) and has ample capacity to handle the City's waste flow.

Republic is both owner and operator of the site and the operating permit is in the name of Browning Ferris Industries of California, Inc. (SWIS No. 19-AA-2000). Sunshine Canyon averages between 15,000 and 20,000 tons per month of material that is recycled or used for beneficial reuses.

The estimated remaining site life, given the current permitted tonnage and fill rate, is more than 25 years. The solid waste permit allows for receipt of waste 6:00 am to 6:00 p.m. Monday through Friday, and 7:00 a.m. to 2:00 p.m. on Saturdays (with extensions allowed on holiday weeks), although the site typically opens at 8:00 am on Saturdays.

The permit allows for landfill operations until 9:00 p.m. and on-site equipment maintenance to commence as early as 4:00 a.m. Monday through Saturday. Sunshine Canyon is in total compliance with Federal, State and Local environmental laws and regulations including **Subtitle D** (of *RCRA*). Sunshine Canyon has environmental control systems that can guarantee that waste entering the site is screened for hazardous wastes (including the use of hazardous waste detectors that screen incoming loads for hazardous materials) and that all acceptable waste is placed only on a composite landfill liner.
Sunshine Canyon Landfill
Facility Type: Class III Sanitary Landfill

This is a Republic-owned facility. As such, Republic guarantees capacity for the contract term.

Fully Permitted Class III Landfill

FACILITY OVERVIEW
Operations Manager
Chris Coyle

Location:
14747 San Fernando Rd.
Sylmar, CA 91342

SWIS No.: 19-9A-1538
Two full time LFA Inspectors on site during hours of operation.

Permitted Capacity
12,100 tons per day
56,000 tons per week disposal
6,600 tons per week beneficial reuse
Estimated life = +25 years

DESCRIPTION
Site
The footprint of the landfill is 1,036 acres, 363 of which are dedicated to disposal.

Hours of Operation
Sunshine Canyon Landfill's permit allows for disposal of waste 6:00 a.m. to 5:00 p.m. Monday through Friday, and 7:00 a.m. to 2:00 p.m. on Saturdays (with extensions allowed on holiday weeks).

ACCEPTED MATERIALS
Sunshine Canyon Landfill accepts mixed municipal wastes including commercial and residential waste, non-hazardous wastes with a water content of less than 50 percent by weight, and sterilized carcasses and medical waste. The landfill also accepts green waste, clean dirt, and asphalt for beneficial reuse at the landfill. Sunshine Canyon Landfill has environmental control systems in place to screen for unpermitted and hazardous wastes.

SPECIAL FEATURES
Landfill Gas-to-Energy Plant
Sunshine Canyon Landfill has a highly engineered containment system that responsibly processes local waste streams - the landfill leverages the power of science and advanced technologies to protect the air, land and water upon which society depends.

The 20-Megawatt facility is fueled by landfill gas generated and collected from Sunshine Canyon Landfill and is capable of generating enough renewable electricity to power nearly 25,000 homes. Together, we are able to provide environmental and economic opportunities to Los Angeles County and the local communities.

Open Space + Hiking Trails
More than 500 acres of land adjacent to the landfill has been donated to the Mountaineer Recreation and Conservation Authority for parks and recreational uses. Republic has granted 40 acres of easements for hiking trails along the perimeter of Sunshine Canyon and East Canyon, Lick Canyon and Welder Canyon.

Oak Tree + Wetlands Mitigation
Sunshine Canyon has an on-site oak tree farm which has grown more than 50,000 oak trees for planting throughout the Sunshine Canyon area. Republic has provided more than $5 million for the development and maintenance of a 26-acre nature habitat at the Arroyo Seco, Pasadena.
7 Service Implementation Plan

Overview

Republic has successfully implemented new or emerging services in its 2,400 municipalities nationwide. As the current provider, we have developed relationships over the last 25 years with City staff and the Alhambra community which ensures a seamless transition and the early achievement of compliance with new regulations.

As the City’s current service provider, Republic is the only proponent who can guarantee the elimination of service disruption. Republic’s incumbency guarantees general implementation on the operations start date since all personnel, equipment, and systems are already in place to provide uninterrupted service as Republic and the City work together to implement programs to satisfy new regulations.

Republic’s incumbency in Alhambra allows our joint focus and energy to be on introducing new programs rather than on the complex administrative responsibilities of account set-up, routing, and systems development. Republic’s depth of IT, routing, and customer service resources will solidly allow our attention to remain on implementing programs that comply with new regulations as well as zero waste programs over implementation basics.

The above fact aside, Republic is a seasoned expert in the low-risk, successful transition of services, whether that requires implementation of new services or programs within a jurisdiction Republic currently serves, or whether it requires rollout of city-wide services for a new contract. Republic successfully implements more than 75 new municipal contracts each year, bringing national strength and local expertise to every one of them.

This specific transition, for Republic—the City’s incumbent—requires the following elements to create even more success in Alhambra:

- **Clear and consistent communication**, both internally and between Republic and the City.
  
  *Scheduled, frequent communication with the City and follow-up status reports, and daily internal team meetings maintain project organization and momentum.*

- **Timely and accurate capital asset procurement and delivery.**
  
  *Procurement accuracy and frequent communication with vendors supplying trucks—including onboard computers and GPS tracking systems ensure on-time delivery. Because Republic is a major purchaser of equipment nationwide, vendors assign dedicated contacts and assistance to Republic orders.*

- **Refreshed, targeted messaging, outreach, and recycling technical assistance and training.**
  
  *Timely and appropriate communication with residents and businesses—including direct communication through a variety of channels, events, updated website information, and site visits ensure customer enrollment and participation.*

- **Personnel training** relative to new programs and initiatives.
  
  *Republic personnel receive updated training to address aspects of the new Agreement.*
Republic's Alhambra Approach

This section details Republic's specific approach to Alhambra implementation activities and concludes with a draft Implementation Schedule.

As the incumbent service provider with a long history of dedicated service in Alhambra and existing infrastructure—personnel and systems, facilities, and rolling stock—Republic is best positioned to implement the City's scope of work. Our primary approach includes moving commercial/multi-family customers from a two-container solution to a proven three-container solution to guarantee SB 1383 compliance and also—most importantly—delivers a bundled package to allow customers to make service level adjustments to meet their needs. This approach incentivizes customers to optimize recycling activity through reduced rates.

Republic has also offered a separate Option of two-container solution which is detailed in Section 7.d. The general approach to implementation and pricing associated with this commercial/multi-family option remains the same as in Republic's primary, three-container approach, but provides the City with an option for consideration.

Residential customers will receive a full set of three new carts to meet diversion goals and fully comply with SB 1383.

Republic has the financial backing, experience, facilities, and most experienced Union employees to continue serving Alhambra and implement all aspects of the new contract to ensure a smooth transition and uninterrupted service. This is especially important in a time where the lives of so many people have faced enormous disruption due to the pandemic and pursuant economic pressures.

Because Republic already services every resident and business in Alhambra, the City is assured that no customer will go without service as our local team develops, produces, and disseminates a full communication package in sync with the new contract which also includes personalized recycling opportunity assessments for businesses.

Republic values its relationship with the City and is offering a collection plan that does not bet on unproven or uncertified technology. Our primary approach is based on assets and proven technologies available now. Alhambra can rest assured that in partnering with Republic, as systems develop our financial strength will allow us to research and test market innovations without putting regulatory compliance at risk.

Our approach is simple: structure contract implementation around a few key factors to ensure a solid plan. In the simplest terms this means doing the work to understand the City's needs and preferences; adhering to a road map which includes all stakeholders; educate and communicate effectively and frequently; maintaining the best infrastructure; developing and refreshing optimized, safe, routing; retaining the very best people; and ongoing consistent customer outreach.
Approach Elements
Understanding the City’s Needs and Compliance Requirements

Republic has:

- Decades of experience working with the City of Alhambra and its residents and businesses.
- A complete compliance team already employed and have already worked in Alhambra.
- Full staff working just on SB1383.

Specific Implementation Structure with timelines and segment owners

- Republic uses a specific template that not only covers every moving segment but once reviewed and approved by the City provides clear timelines and completion schedules.
- Leaders already in place that already understand the streets and customers of Alhambra.

Community Communication and Education

- Republic will use our experienced extensive team of zero waste representatives already trained and employed by Republic who will approach every business explaining the program, complete assessments, and establish proper services levels.
- We will have a representative located in the City to collect payments, visit with customers and drive diversion.
- Republic has a full marketing department producing material specifically for Alhambra. Republic will develop and distribute three direct mailers, conduct a social media blitz, enable customer enrollment via its website, and provide local and national call centers to answer questions, and conduct at least three community meetings. All messaging and materials will be forwarded to the City for approval prior to distribution.
- Customer data will be collected through interactive applications, Republic’s website, toll free and local numbers for customers, the Company’s zero waste representatives, and mail-back programs. Republic will partner with the City’s Water Department to obtain its customer data base (see additional information following the Implementation Schedule).

Capital/Financial Strength/Facilities

- Republic is a local company with national support and substantial financial resources to internally procure capital assets such as trucks, to invest in technology, and to grow with the City.
- Republic’s strong balance sheet insures years of stability.
- Trucks and containers are already in place, assuring there will be no service gaps as we steadily implement the new collection programs highlighted above.
- Republic is one of the largest purchasers of containers and trucks in the USA with retained production flooring capacity, providing a distinct advantage over other service providers.
- Republic’s strategically placed network of transfer stations, recycling and organics processing facilities, mixed waste processing facilities, C/D debris processing facilities, and landfill disposal sites enables the processing of all Alhambra-generated material streams and guarantees processing capacity for the term of the subject Agreement.
Routing, GIS Team
- Routing for the conversion to Republic's proposed three-bin solution will be completed by our local routing team and validated by our Alhambra Route Supervisor and Operations Manager. Alhambra drivers who have been servicing the City for over 20 years will review and make suggested changes. Rollout of the three-bin system will be broken down to zones to insure organized implementation coverage.
- The GIS team has preliminarily mapped and reviewed proposed Alhambra routes to ensure an accurate premise count.
- Republic will partner with Can-Do to deliver a full set of new residential carts while simultaneously removing the old. Can-Do records delivery addresses and geocodes delivery to ensure accuracy.
- Additional recycling routes will be vetted by drivers with City knowledge and will be driven and checked for safety and efficiency by Supervisors prior to launch.

Retention of the Best People
- Republic's Alhambra drivers and its Route Supervisor have complete familiarity with the City are already in place.
- Our assigned Municipal Manager, General Manager, Operations Manager, Operations Supervisor, and Customer Service Representative have established working relationships with City staff.
- Republic has the lowest turnover in the industry. In three years only two driver positions have turned over in Alhambra.
- Only Republic can offer complete City and route familiarity.
- Republic's Union work force is paid higher wages and receives better benefits than any of our competitors.

Ongoing Customer Outreach
- Republic's proposal includes full-time zero waste coordinator in Alhambra to be the daily lifeline to the customers with the ability to respond to customer inquiries, take payments, perform waste assessments, and provide ongoing technical assistance and training.
- Republic will distribute quarterly newsletters and participate in community events.
- We will continue providing school education programs with materials kids can take home to drive long-term change.
- Republic will continue to be connected with and involved in the community through City-sponsored, civic, and business events and activities.
- Additional information on customer education and outreach during the transition is included in the subsection: Key Implementation Tasks: Customer Service During the Transition, located at the conclusion of this section.

Republic acknowledges the tremendous amount of work the City has taken on in choosing to implement a new contract; however, the City can be assured that, through partnering with Republic, Alhambra is not only getting an organization that completes over 75 transitions nationwide each year, the City is getting a partner that has a thorough working knowledge of the City and its systems. Republic has a Union workforce that's well-compensated to ensure we attract and retain the best people. At the end of the day we will take care of every resident and business because Republic remains fully committed to the communities it serves. Alhambra is not a franchise customer to us; it's been our hometown for more than 20 years.
7 Service Implementation Plan

7.a Collection Services

After contract award, residential customers will receive new carts which will be delivered according to a four-week, two-zone implementation plan. Under Republic’s primary approach, commercial customers will be broken down into two parts: a) commercial businesses and b) multi-family customers since these customer types have unique service and outreach requirements.

Each commercial and multi-family customer will receive a tailored site assessment to establish services levels, container needs, and document any space restrictions or unique service requirements. These site visits and assessments will be repeated multiple times over the life of the agreement to drive customer satisfaction, education, and diversion.

Multi-family customers will be evaluated and receive their new containers first, then businesses. Given the detailed tasks and extra time required in relation to commercial/multi-family customers, Republic will complete this implementation within a six-month period—including all outreach as detailed in this proposal to create success and compliance.

If the City decides its preference is for a two-container commercial system, Republic will complete implementation along the same timeline as in the above-stated primary approach. Again, this option is described in Section 7.d.

As provided in Section 6 - Facilities, Alhambra-generated materials will be direct-hauled to Republic’s East LA Transfer Station, then transferred to CVT in Anaheim for processing, and residual waste will be disposed at Sunshine Canyon Landfill. Green Waste and food waste will be screened at CVT then transferred to one of Republic’s multiple composting sites. After proper sorting of recoverable materials through Republic’s commercial three-bin system, we will process loads of residual waste and/or transfer waste to SERFF for transformation to ensure diversion goals are met.
## Collection Service Operations Plan

This chart summarizes Republic's collection operations plan for regularly scheduled services. The pursuant detail is organized in the manner prescribed in the RFP. Debris box service, temporary, and permanent will be managed with standard roll-off trucks and boxes.

### Residential/ Cart Collection

**ASL + Carts**

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<th>Republic Vehicle Specifications:</th>
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<tbody>
<tr>
<td>Peterbilt 520 Chassis</td>
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<tr>
<td>Cummins L9, Natural Gas Engine</td>
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<tr>
<td>Allison Transmission – 3000 RDS</td>
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<tr>
<td>McNeilus Zero Radius SideLoader</td>
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</tbody>
</table>

- Residential/cart collection of all material streams: garbage, recycling, and organic waste.
- MSW – 4 routes
- Recycling – 3 routes
- Organics – 3 routes
- Bulky – 1 route
- Scooter – 1 route
- Scout – 6 routes

### Commercial/ Bin Collection

**FELs + Bins**

<table>
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<th>Republic Vehicle Specifications:</th>
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</thead>
<tbody>
<tr>
<td>Peterbilt 520 Chassis</td>
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<tr>
<td>Cummins L9, Natural Gas Engine</td>
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<tr>
<td>Allison Transmission – 3000 RDS</td>
</tr>
<tr>
<td>Heil Half-Pack Frontloader</td>
</tr>
</tbody>
</table>

- Bins of various sizes will be utilized for multi-family customers for solid waste and recycling collection.
- Service levels based on generation rate, site parameters, and dwelling/business type.
- MSW – 8 routes
- Recycling – 2 routes
- Organic waste – carted program, see left.
- Delivery – 1 route

### Containers

**Note:**

- Carts will be manufactured with 20% + recycled content.
- Republic has strong ties to multiple bin suppliers to ensure timely manufacture and delivery.

**Carts – SB 1383 Compliant**

- Garbage
  - Weekly collection
  - Republic-provided black 96-g carts (default), 64- and 32-g available.
- Recycling:
  - Weekly collection
  - Republic-provided blue 96-g carts
- Organic Waste:
  - Weekly collection
  - Republic-provided green 96-g - 64-g carts.
  - Organics Routes – 1 carted route

**Bins – SB 1383 Compliant**

- Metal 10-gauge metal bins in standard sizes.
- Container colors as per residential/carts, at left.

Additional information pertaining to automated carts is included in Section 10 – Automated Cart Description. Additional information pertaining to vehicles is included in Section 11 – Collection Vehicle Description.
Residential/Cart Collection Services

As stated in this section’s Overview, Republic will implement an SB-1383 compliant three-cart system, delivering a full set of carts to Alhambra residents. Residents will be instructed, through the communications methods outlined later in this section, to deposit food waste along with yard waste into their green organic’s carts. More information on Republic’s regulatory compliant programs is included in Section 8. Information on Republic’s specified carts may be found in Section 10 – Automated Cart Description.

Republic intends to service all single-family residential/cart customers, all material streams (MSW, recycling, and organic waste) using an automated side loader (ASL) truck and carts in sizes specified in the RFP. Republic’s ASL is proven to retrieve and return containers in even the most hard-to-reach locations such as narrow streets, courts and alleyways, enabling the industry’s most efficient, safe, and environmentally responsible curbside automated collection services. Republic’s expertly maintained existing fleet will continue to service Alhambra. For more information pertaining to vehicles, see Section 11 – Collection Vehicle Description.

Each collection vehicle is operated by a crew of professionally and continuously trained driver. Vehicles are painted in a uniform manner, as depicted, featuring Republic’s logo and company contact information.

It is important to note that multi-family and City collection services utilizing carts will be collected in the same manner described herein. Collection service routing is always driven by container type, not customer type, to optimize safety and efficiency.

General Requirements

- All material streams—MSW, recycling, and organic waste—will be collected on the same day, once weekly. Republic does not anticipate route day changes for residential customers initially. If re-routing is ever deemed necessary due to a safety or efficiency concern, Republic will make every reasonable business effort to retain the customers’ existing collection day.
- Collection will be performed Monday through Friday between the hours of 6:30 a.m. to 6:00 p.m. Should an extraordinary event occur, Republic will seek the consent of the City’s contract administrator prior to varying from the schedule temporarily.
- Containers will be returned to their original collection points, upright with lids closed, and the area around them left clean.
- Republic’s drivers receive training in the proper handling of containers to minimize damage. However, Republic will exchange any reported or observed damaged carts as soon as possible and within five business days maximum. Customers will never be left without a cart for any length of time.
• Republic will address improper set outs through the utilization of corrective action notices. Republic will audit and report the results of residential setouts as per SB 1383 as required.
• Recyclable materials will be delivered to the facilities identified in Section 6 - Facilities for optimal resource recovery and diversion.

Bulky Item Collection Services

Republic will continue to provide bulky item collection services to its single- and multi-family customers per the language provided in the draft Franchise Agreement. Republic is committed to reuse and recycle as much of this waste as is feasibly possible without significantly decreasing efficiency.

Republic has developed and will refresh specific instructions for bulky item setouts which will be included in its service guidelines. Customers will be instructed to refrain from placing household or unpermitted wastes of any type out for collection and to ensure appliances/equipment contain no freon. To maintain public safety, especially child safety, customers will be required to tape refrigerator and freezer doors tightly closed with duct tape.

Republic will maintain wish lists of local charities, and when a clean item in good working condition matching the need of a local charitable organization is found, the item will be offered to the organization prior to recycling.

All large item collections, whether for single- or multi-family customers will be made by appointment only. When customers call Republic's customer resource center (see Section 9 - Customer Service/Customer Center Procedures) to make their appointment, Republic's customer service representatives will inquire about the items the customer wishes to have removed from their premises and review all guidelines with them.

Holiday Collection Services

Residential customers may place their unadorned, unflocked holiday trees curbside and Republic will collect and recycle them. Also, as an enhancement, Republic will collect any amount of cardboard placed outside of collection carts from December 26th through the second week in January each year.

Driver Activity Sequencing: Automated Residential/Cart Collection

The driver activity sequence for automated can/cart collection is:

• The driver arrives at the service address and checks the route sheet for any notes pertaining to that customer.
• The driver checks for any possible obstructions to making the collection and checks mirrors and cameras as a safety precaution.
• The driver utilizes the controls to make the collection, then again to return the cart to its original position.
• As the cart is being emptied, the driver checks cart contents for hazardous/unpermitted waste via a hopper camera.
• After the cart is replaced, the driver checks the serviced area to ensure it is clear of any litter.
• The driver continues to the next stop on the route sheet.
• Once the truck has reached capacity or the driver has concluded the route, the driver drives directly to the approved transfer station where loads are checked before transferring to a processing or disposal facility.

• For recycling and organic waste setouts, Republic drivers or supervisors perform a periodic visual contamination check of the cart contents.

*If contamination is visible the cart will be tagged with a Corrective Action Notice informing the customer about how to properly sort materials in the future. Subsequent infractions or ongoing unacceptable levels of contamination will also be noticed; however, containers will not be emptied until the correction has been made. As with all Corrective Action Notices and other route events and incidents, this information will be logged into Republic’s customer database.*
Commercial/Bin Collection Services

As stated in this section’s Overview, Republic’s primary approach is a three-container system sure to gain compliance with SB 1383 per the anticipated adoption of those regulations. Republic manages millions of tons of recoverable materials each year nationwide. We have found that the cleanest materials move and command the best pricing even in the most severe commodities downcycles—such as what we are facing now, in the wake of China’s enforcement of its National Sword initiative.

Republic can offer a two-container system option described in Section 7.d.

Commodity integrity requires source separation of materials—which is the driver behind the three-container program Republic is specifying for Alhambra. Mixed waste processing and transformation are utilized as a last resort option only to ensure Alhambra meets/exceeds the State’s mandated diversion thresholds, year over year.

For more information on implementation of regulations, see Section 8. For more information on container options, see the additional information included in Section 10.

From monthly to daily collections, and containers sizes ranging from 1- to 6-yards in size, Republic will continue to offer solid waste, recycling, and organic/food waste collection services with a variety of container sizes and service frequencies to meet any need our customer might have.

Each collection vehicle is operated by a professionally and continuously trained driver. Vehicles are painted in a uniform manner, as depicted, featuring Republic’s logo and company contact information.

It is important to note that multi-family and City collection services utilizing bins will be collected in the same manner described herein. Collection service routing is always driven by container type, not customer type, to optimize safety and efficiency.

General Requirements

- All material streams—MSW, recycling, and organic/source separated food waste—will continue to be collected at least once weekly on a service schedule authorized by the business or complex owner or manager.

- Republic will provide commercial recycling and organic waste collection capacity for all Alhambra commercial/bin service units.

- Collection will be performed Monday through Saturday between the hours of 6:30 a.m. and 6:00 p.m. Should an extraordinary event occur, Republic will seek the consent of the Agreement Administrator prior to varying from the schedule temporarily.

- Containers will be returned to their original collection points, lids closed, and the area around them left clean. Republic will seek authorization from business/complex managers/owners to clean up and bill customers for recurring overages and the
accumulation of waste outside of containers at collection points and inside enclosures to protect public health and safety.

- Republic's drivers receive training in the proper handling of containers to minimize damage. However, Republic will exchange any reported or observed damaged bins as soon as possible and within five business days maximum. Customers will never be left without a container for any length of time.

Collected materials will be delivered to the facilities listed in Section 6. All materials will be properly processed and diverted.

![Garbage Truck Image](image)

**Container Management**
Republic takes pride in the appearance of its equipment. The condition of all containers is audited annually, on a rolling basis, and scheduled for service as needed.

Containers that require repairs or maintenance will be delivered to Republic's local operations container repair facility, such as:

- Lid repair/replacement
- Wheel repair/replacement
- Welding of dent/rust spots
- Labeling, if necessary
- Sanitizing
- Graffiti removal
- Repainting and refurbishment

When containers are retrieved for maintenance, repair, or cleaning, they are simply exchanged for a container of the identical type and size so that a container is in place at all times.
Driver Activity Sequencing: Frontloader Commercial/Bin Collection

- The driver arrives at the service address and checks the route sheet for any notes pertaining to that customer.
- The driver checks for any possible obstructions to making the collection, such as overhead wires, and checks mirrors and cameras as a safety precaution.
- The driver dismounts the collection vehicle, if necessary, to unlock/open entrance or enclosure gates.
- The driver unlocks the frontloader bin, if locked, and opens the lid to perform a visual check for hazardous/unpermitted wastes.
- The driver positions the truck or pulls the container to the truck such that the truck forks are aligned to the bin pockets and ensuring there is ample overhead clearance empty the container. The driver then slowly drives forward to stab the container.
- The driver utilizes a control to lift, empty, and return the bin to its previous position. During this process, the driver again checks the container contents, as they are being emptied into the truck hopper, for hazardous/unpermitted wastes.
- The driver dismounts the vehicle, if necessary, to return the container to its collection point and locks the bin/enclosure gate if necessary.
- While out of the vehicle, the driver picks up and disposes of any litter that has fallen during collection. If the driver encounters an enclosure or collection point that is exceedingly/consistently messy due to overflow, the driver will call dispatch to place a call to the manager to ask for authorization for an extra dump. Should the manager refuse, Republic will report the matter to the City for resolution, along with service suggestions to remedy the situation long-term.
- Once the truck has reached capacity or the driver has concluded the route, the driver drives directly to the approved transfer station where loads are checked before transferring to a processing or disposal facility.
7 Service Implementation Plan

7.b Implementation Team, Schedule, and Activities

The key to a successful transition is an experienced transition team led by experienced team leaders. At Republic, the transition team leaders include David Cannon, General Manager; Francella Aguilar, Municipal Relationship Manager, and Anthony Deitch, Operations Manager; who, together, bring years of transition experience gleaned through large-scale, challenging municipal implementation projects.

Mr. Cannon, Ms. Aguilar, and Mr. Deitch will administer the franchise, act as liaisons to the City, and work with City staff regarding contract administration, compliance and contract negotiations. They will also serve as contract representatives after the initial start-up phase of this new contract period. The Division's accounting staff will be responsible for continuing to maintain the customer database, billing interface, and work order system, and Connie Gonzalez, Alhambra Customer Service, will continue to be the City's customer service liaison.

The local division is well supported through Republic’s corporate resources. Please refer to the biographies included in Section 5.d.

Transition Team Responsibilities

This transition team is responsible for continuity of service while implementing elements of the new contract that are currently in place. The plan will primarily focus syncing customer outreach to those programs and new equipment deployment.

In addition to implementation responsibilities, our key personnel will engage with the community to promote programs and maintain visibility as a responsible and involved corporate citizen.

Republic’s key transition team members will meet as necessary during the transition to ensure that all goals, objectives, and timelines are met and adhered to and will communicate with the City according to its preferences, with updates regarding the implementation and transition process.

Republic’s Continuous Improvement (CI) local team, which has a representative from each key department (I.e., the team is composed of a customer service representative, a driver, a public education staff person, a maintenance team member, a representative from the landfill and recyclables processor, etc.) will meet regularly to ensure all program and Republic quality assurance objectives are met.

Initial Scoping Session

Immediately upon contract award the key transition team members will meet to review and outline all program requirements and specific requirements of this contract. The team will outline all program objectives, key contractual requirements, timelines, and important milestones, as well as to assign specific responsibilities related thereto.

Evolution of the Implementation Plan and Ongoing Meetings

Republic acknowledges that a good implementation plan must remain fluid to meet any unforeseen challenges or events. Therefore, the following draft Implementation Schedule will be updated as needed during the transition period. Republic’s transition team members will meet regularly with City staff during implementation on a schedule to be determined based on City needs and preferences.
Implementation Schedule

Following this draft *Implementation Schedule* is a description of some key implementation tasks, which are much easier to execute for Republic, as the incumbent. As per the RFP, Republic will submit a finalized version of this *Implementation Schedule* no later than 90 days prior to the operations start date.

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<th>Description</th>
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<th>Target Complete Date</th>
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<td>Anthony</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>As the incumbent, we have established routes and we will continue normal</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td></td>
<td>operations</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Conduct site visits to all commercial customers without recycle services</td>
<td>2/15/2021</td>
<td>3/01/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>to determine level of service</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>Deliver recycle containers to commercial customers</td>
<td>5/01/2021</td>
<td>8/01/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Drivers</td>
<td></td>
<td></td>
<td>Christina S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>High Level Review of New Agreement Service Requirements</td>
<td>03/01/2021</td>
<td>N/A</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Huddle Meeting Safety Review</td>
<td></td>
<td></td>
<td>N/A</td>
<td>Daily</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Customer Service Raps</td>
<td></td>
<td></td>
<td>Francella</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>High Level Review of New Agreement Service Requirements</td>
<td>05/01/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Review and update customer service database to ensure new</td>
<td>02/01/2021</td>
<td>06/01/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>agreement information</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Enrollment Process, Digital Programs</td>
<td>02/01/2021</td>
<td>06/01/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Community Meetings, Mailers</td>
<td>03/01/2021</td>
<td>06/01/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Key Implementation Activities
The following implementation activities deserve more detail.

Customer Service During the Transition

CSRs will continue to provide the world-class customer service Republic is known for and will be prepared to manage inquiries relating to new program elements with the utmost courtesy, promptness, and efficiency. CSRs undergo extensive training initially and ongoing to ensure the highest quality of service to our customers.

CSR Reference Manual and CSR Training

The members of the transition team will update its customer service reference materials to incorporate all key program and contract information, issues discussed during transition team meetings, input from the City, and public education and outreach materials. With the onset of this new contract, Republic managers will review these materials and program changes directly with CSRs to ensure their complete knowledge of new programs.

Again, it’s important to note that Republic is the incumbent, which means training is necessary only in the following areas:

- Every CSR gets a copy of key contract provisions (contract abstract) relevant to their responsibility and, subsequently, receives training by senior managers. This includes, for instance, information regarding rates, service types, billing and payment procedures, pick-up schedules, hours of collection, container set out requirements, procedures regarding additional containers and container replacement, extra pick-ups, special services/bulky item collection procedures, overage allowances, drop-off programs (if applicable), information regarding the proper materials preparation, the list of recyclable material and acceptable green/food waste, qualifications for fee discounts and the application process (if applicable), holiday schedule, scavenging issues, and the general do’s and don’ts of solid waste, recycling, and green/food waste. CSR’s are also educated about waste reduction and diversion promotion, re-use programs (and the non-profit organizations involved), commercial/multi-family recycling programs (as applicable), and other related topics. All of the above items are also included as part of the ongoing training (including the quarterly training sessions) of CSRs.

- All CSRs are included in the initial review of all program materials prior to distribution including the preparation of the introductory mailer and instructional brochures (as applicable).

- All CSRs are supplied with a surplus of mailers and brochures to be distributed to customers upon request.

Vehicle Procurement

Republic has all the necessary vehicles in place to continue franchise services in the City of Alhambra. See Section 11 - Collection Vehicle Description for more information.
Container Procurement and Deployment

Republic is partnering with Can-Do to deploy all containers, as it has in other local implementation projects. Republic worked with Can-Do to co-develop an interactive application—which is fully integrated with Republic’s customer management system, InfoPro. It features:

- A built-in geocoder for un-coded addresses.
- The ability to re-sequence order of stops to accommodate traffic patterns and other impactful events.
- The ability to add break points for restocking delivery trucks.

If a manual change is entered and results in the truck either exceeding container capacity or running out of containers too soon, all subsequent stops are flagged as having a capacity issue. Once all accounts to receive containers are entered and geo-coded, an itinerary is created which opens automatically upon completion. The cover sheet of the Itinerary outlines the general route statistics associated with the scheduled deliveries, such as total distance, time, and number of restocking trips. The second page of the itinerary shows a summary of the service types on each leg of the route by container type and size and the estimated duration of each leg of the route. The third page features an overview map of the entire container delivery route. And on the fourth page the itinerary begins. The itinerary includes the account number, phone number, service code, container type, size, and count and any additional temporary or permanent notes attached to the account.

Route Review

Prior to commencement of collection service, Republic will take the opportunity to review existing routes to ascertain whether changes are needed for efficiency and safety, or due to the initiation of new services.

This is primarily accomplished using Republic’s RouteSmart routing system (which accepts down-loaded data from InfoPro). Republic will review and make changes as needed to stop sequence, route entry and exit points, and stop-by-stop driver instructions (route sheets). Any changes will be loaded back into Republic’s customer management system, InfoPro, which will then create a route number for each service recipient account in our database (which will, among other things, facilitate future automated work order preparation). For residential cart service new route sheets for each driver will be created and updated periodically as needed. Any modifications to the previous week’s route will be reflected on an updated route sheet.

Republic always develops routes in an effort to minimize impacts and optimize safety in the community and decrease street wear and tear and vehicle miles traveled. Republic routes take into account entry and exit points to avoid highly congested areas and peak traffic times, as well as all safety sensitive areas including schools, parks, and community centers to the greatest possible extent.

In addition to the above, Republic will pay close attention to the following issues when developing routes:

- **Hours of Operation**: Republic determines the number of vehicles to be utilized and the ways in which these vehicles will be routed given the parameters of collection hours that are specified.
- **Traffic patterns:** Republic attempts to design routes that are opposite to peak traffic patterns within the service area(s), to the extent possible or applicable. This is not only beneficial to the service area but increases Republic’s collection efficiencies.

**Customer Education and Outreach During the Transition**

During the transition period, customers will be notified about any program changes through the ongoing education and outreach activities as described in the next section.

Republic will work with the City to develop promotional and educational materials specifically geared to the transition period and has a library of transition period materials to launch the effort. The information contained in these transition period collateral materials will be based on finalized *Franchise Agreement* specifications and the outcome of a collaborative process between the City and Republic. All outreach materials will be printed in English, Spanish, and Mandarin in color, and shall include but not be limited to all or a combination of the following information:

- Service Area Name
- Republic Contact Information/Public Works Contact Information
- Regular and Special Collection Services Available (including bulky item collection service)
- Collection Schedule/Holiday Collection Schedule
- Important Changes and Other Pertinent Information

*Republic’s ongoing general public education and outreach activities are provided beginning on the following page. Additional information, pertaining to meeting new regulations is provided in Section 8.*
7 Service Implementation Plan
7.c Ongoing Public Education and Outreach Plan

These resources are always available for all customers.

**My Resource™**
Available 24/7

My Resource™ is an application for mobile devices that can be used to schedule a pick-up, report a missed pick-up, receive service notifications, search additional products and services, and much more. This app can be easily downloaded from the App Store for Apple users or for Android users from Google Play.

**Website**
Available 24/7 on web. Updated as needed.

In-depth content specific to residential and commercial customers can always be found at [www.republicservices.com](http://www.republicservices.com). Residential pages allow the user to enter their address in order to receive information specific to them, including the ability to schedule pick-up, change service, or to identify the correct contact person within Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pick-ups). If the customer is direct billed by Republic Services, they can also inquire into billing related questions or even view and securely pay their bill. Residential customers will also find resources on recycling and environmental needs.

Business pages allow users to login and view, pay their bills, view billing history, and schedule pick-ups. Commercial users will also find resources on how to responsibly dispose of e-waste, hazardous household material, and other environmentally harmful materials. As with residential users, commercial users will find the name and phone number for the correct contact person for various service needs.

On the main page visitors will be able to view an educational video that features Republic’s recycling collection program.

This video can easily be edited to focus on any new initiatives agreed upon with Alhambra. Additionally, a website will be built and maintained specifically for Alhambra, where City-specific content will be available, including a description of general services provided, FAQs, rates, guidelines for bulky pickup service, service day map, Republic contact information, and hours of operation. The website will link to the City’s webpage.

An example of a city-specific current website can be found at [www.republicservicesAC.com](http://www.republicservicesAC.com).

**Recycling Simplified**

Republic has established an excellent source for additional customer educational information, which will be promoted in all collateral materials. Information and instructive videos by material type are posted at the website below, along with a full recycling curriculum for grades pre-kindergarten through 12, developed for Republic by educators: [https://recyclingsimplified.com/](https://recyclingsimplified.com/)
Corrective Action Notices (Oops Tags)
Distribution frequency: As needed.

Use of Corrective Action Notices brings resolution to contamination issues by notifying customers in writing of steps to take to improve collectability of materials, declining to service contaminated containers, and/or imposing charges to customers for excessive contamination.

Single Family Education and Outreach
Republic recognizes the importance of aligning outreach plans and goals with the City of Alhambra to increase diversion and support the City’s diversion goals. The following tools will be utilized to continuously communicate with customers throughout the year.

Residential Service Guide
Distribution frequency: Annually and as needed.

Welcome packets are mailed to each new customer and include Republic’s Residential Service Guide, which outlines proper sorting of material for disposal with both text and images, proper handling of universal and hazardous wastes, proper cart set-out procedures collection schedule, holiday collection schedule, and additional resources for customers.

Residential Newsletters
Distribution frequency: TBD

Republic will prepare and distribute residential newsletters that creatively inform residents about collection and waste reduction programs and those educational and topical issues deemed appropriate by the contractor and City.

Community Event Notification
Distribution frequency: As needed.

Republic will prepare and distribute an annual mailing promoting seasonal community events, including neighborhood clean-up events, Christmas tree collection, and other collection events. The direct mail piece will include the date and time of event, collection schedule, acceptable material for collection, and any relevant set-out instructions.

Public Service Announcements (PSAs), Advertising (Local Media)
Distribution frequency: In accordance with events

Advertisements and/or announcements may be provided to local media to advertise events, and to educate community about diversion initiatives.

Educational presentations to homeowner associations/HOA
Frequency: Upon request.

Republic may schedule meetings and/or presentations to HOAs and neighborhood groups to provide recycling-related information.

Posters and Informational Displays
Distribution frequency: As needed.

Posters may be made available to post at busy local venues and community meeting places, such as City Hall, libraries, and community centers, to help educate public on collection and diversion initiatives.
Community/Compost Workshops

Distribution frequency: Annually.

Republic will attend community workshops as an invited guest to promote and explain the collection and diversion programs.

Multi-Family Education and Outreach

Republic Services will aid complexes in the following ways:

Multi-Family Service Guide

Distribution frequency: Updated annually or as needed. Reprinted as needed. Provided at move-in.

Produce and distribute Multi-Family Service Guide and materials designed specifically to reach multi-family residents describing how to prepare material for collection. The Guide will be printed in sufficient numbers for distribution to all impacted multi-family customers and for use in other outreach activities.

Collection Point Posters

Distribution frequency: As needed and/or requested.

Multi-family tenants are most effectively educated at the collection point, and complex managers frequently ask for posters. Information is presented in colorful graphics.

Meetings with Property Manager

Conducted as needed or requested.

As noted in the Transition Plan, Republic will perform site assessments at each property initially, and thereafter once annually or as needed, meeting with property managers to evaluate, address concerns, and make service adjustments as necessary.

Republic will work with property managers to implement new programs (which will include a waste assessment, training, technical assistance and initial monitoring upon program implementation). Posters and stickers to clearly label collection containers will be distributed during these meetings.

Multi-Family Property Educational Presentations

Distribution frequency: Upon request

Republic will host community events at multi-family complexes, to HOAs and tenant associations to emphasize the importance of proper sorting and troubleshooting support for residents and property managers.

Proposed activities to include short presentations on importance of sorting properly and what materials go where, host an information table, provide interactive games, and distribute bags and pails for in-house collection.
Commercial Education and Outreach
Compliance with State regulations will be the focus for this program along with maintaining clean recycling loads.

Commercial Service Guide
Distribution frequency: Provided at in-person meetings and upon request.

Design and distribute a Commercial Service Guide containing information on proper sorting for trash, recyle, organics, as well as additional services available for proper disposal of hazardous material, hard-to-recycle material, and large project waste solutions.

Commercial Newsletter
Distribution frequency: Annually.

Prepare and distribute a quarterly commercial newsletter to all commercial customers promoting and explaining recyclables and organics collection and diversion programs. This information will be formatted so that it can be easily posted in break rooms and common areas.

Posters, Stickers, Flyers
Distribution frequency: As needed.

Produce specially designed public education materials, including, but not limited to, flyers, posters, stickers, etc., to reach commercial customers. The Recycling Coordinator may distribute educational materials (signage, posters, stickers, etc.) to customers at the time of any assessment and upon request.

Waste Audits and Recycling Technical Assistance
Conducted initially as needed.

Please refer to Section 8 since this is tied directly to rolling out an SB 1383 compliant program.

Presentations to Business Organizations
Distribution frequency: Upon request.

Republic will be available to various business organizations to promote and explain the recycling and food scraps collection programs and mandatory recycling and organic diversion requirements, as requested by the associations or as opportunities arise.

Mandatory Recycling/Organics Service
Distribution frequency: As needed.

Republic will demonstrate diligent efforts to ensure that all multi-family and commercial customers are aware of services for separate collection of recyclable materials and organic materials. Contractor will provide appropriate support to all customers to implement recyclable and organic materials collection services to comply with state and county mandates. Republic will provide support to customers as requested and periodically contact customers to offer technical assistance.
**Special Events**

*Distribution frequency: As needed.*

Republic will arrange for and staff a booth or table at City events to promote and distribute educational materials to promote source reduction, reuse, recycling, and composting, and to answer questions about collection services.

**Event Recycling**

*Distribution frequency: As needed.*

Republic will provide assistance to event organizers on the requirements of AB 2176 for large events/venues and assist the organizer in the preparation of a recycling plan when large events are being held in Alhambra. In partnership with City staff, Republic will participate in walk-throughs and planning prior to events to provide input on waste station placement, types of waste generated at event and proper disposal for material to maximize diversion efforts.

**Education and Outreach Activity Schedule**

This schedule summarizes Republic's primary education and outreach activities, delineated by generator type: SFD (single-family) and MFD + Comm (multi-family + commercial).

<table>
<thead>
<tr>
<th>Item</th>
<th>SFD</th>
<th>MFD + Comm</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>New Program Guide</td>
<td></td>
<td>•</td>
<td>One-time, direct mail 45 days prior to commencement of new service</td>
</tr>
<tr>
<td>City Wide Quarterly Newsletters</td>
<td>•</td>
<td>•</td>
<td>Quarterly - include information about waste reduction programs</td>
</tr>
<tr>
<td>Franchisee Website</td>
<td></td>
<td>•</td>
<td>24/7 - &quot;How-To&quot; information educational links</td>
</tr>
<tr>
<td>Information &quot;How To&quot;</td>
<td>•</td>
<td>•</td>
<td>Ongoing - video educating on new programs and services available</td>
</tr>
<tr>
<td>Video</td>
<td>•</td>
<td>•</td>
<td>Monthly - To provide additional information on required mandates</td>
</tr>
<tr>
<td>Billing Inserts</td>
<td>•</td>
<td>•</td>
<td>As needed - Driver to directly communicate with customer of any contamination</td>
</tr>
<tr>
<td>Corrective Action Tag Notice</td>
<td></td>
<td>•</td>
<td>Upon City's Request - Will host community events to emphasize and educate residents and businesses on new mandates and compliance</td>
</tr>
<tr>
<td>Educational Presentations</td>
<td>•</td>
<td>•</td>
<td>As needed - at City events to promote and distribute proper handling of recyclable materials</td>
</tr>
<tr>
<td>Education Booths</td>
<td>•</td>
<td>•</td>
<td>As needed - Zero Waste Coordinator will provide assistance to provide input on waste station placement</td>
</tr>
<tr>
<td>Large Venue Events</td>
<td>•</td>
<td></td>
<td>Upon request - Posters, stickers, brochures for customer education</td>
</tr>
<tr>
<td>Print Materials</td>
<td></td>
<td>•</td>
<td>Ongoing - Recycling Simplified links for multimedia outreach</td>
</tr>
<tr>
<td>Multimedia Resources</td>
<td>•</td>
<td></td>
<td>As needed - Meeting to assess services needed and implement new programs</td>
</tr>
<tr>
<td>Meetings with Property Managers and HOA's</td>
<td>•</td>
<td></td>
<td>Annually and as needed - Waste characterizations offered by Zero Waste Coordinators to identify recyclable material generated on site</td>
</tr>
<tr>
<td>Waste Audits</td>
<td>•</td>
<td></td>
<td>Ongoing and upon request - To monitor recycling &amp; organics bins for continued participation of new programs</td>
</tr>
<tr>
<td>Technical Assistance</td>
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</tbody>
</table>
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7 Service Implementation Plan

7.d Option 1: Two-Container Commercial/MFD Collection

As stated earlier in this section, Republic's primary approach to providing commercial/multi-family collection services is a three-container system. Republic is also offering a two-container system option. It is important to note that, Republic is always investing in new technology to meet state mandates and the needs of our partnering Cities. If the City selects the two-container approach, Republic can ensure the City that it will make every effort to achieve the required diversion as outlined in SB 1383.

Republic will utilize current and new processes to achieve this goal, but respectfully requests, if not able to sustain the state-mandated diversion, that a) the City will allow Republic to expand the program into the three-container system, previously described, and b) the City will waive liquidated damages related contract provisions, and breach of contract until the transition to the three-container system is complete. This will be completed without a change to customer rates.

Republic is confident, based on known technology and our current operations plan and infrastructure, that the first tier of 50% facility average can be achieved by 2022 but cannot guarantee tier two compliance of 75% by 2025.

Fortunately, pivoting from a two- to three-container system would not be an insurmountable challenge given all Republic's strengths and technical expertise as described herein. Republic's approach to implementing the two-container option is on par with current services provided but, to be more specific, Republic will:

- Deploy the general approach as described in the Overview, including the collection services operations plan. As with the primary approach, Republic will right-size services to meet customer needs and generation rates. This means communication and site visits will be completed to ensure proper service levels, container size, and color compliance.
- Utilize the same implementation team, schedule, and activities as described in Section 7.b.
- Approach education and outreach as described in Section 7.c of our response. Collateral materials, online content, and recycling technical assistance and training will match the parameters of the two-container system.
- Utilize the facilities described in Section 6 – Designated Facilities Descriptions. All loads will be consolidated at the East LA Transfer Station and transferred to CVT for further processing of the Mixed waste stream from Commercial and Multi-Family customers screening, consolidation, and transfer to an organics processing (composting) facility or landfill (residuals).
- Use the same equipment described in Section 10 (carts) and Section 11 (collection vehicles).

Republic will accept the same materials for recycling as described in Section 13, except that Commercial and Multi-Family customers will be directed to place these materials into the black container for sorting and recovery. All service guidelines and collateral materials and online content will be adjusted to provide corresponding instructions. The materials accepted in the green/organics cart will remain unchanged as described in Section 14.

Additionally, Republic's pricing will remain the same. A separate set of Cost Forms has been submitted for Option 1; however, costs differ from those of the primary approach.
There is a provision for two-container systems under SB 1383. Either a black and green container, or black and blue. For Alhambra, Republic would propose a black and green container. The green container would be labeled to receive organic materials only, and the black container would be labeled to receive all other materials. This is, essentially a wet/dry system, which Republic has experience operating on large scale.

The infographic below details container contents.

- Standard Metal
- Mixed Waste Container
- Size: 3 Cubic yard default, 2CY - 6CY also available.
- Color: Black - SB 1383 color and labeling conformance.

- Standard - Metal
- Organic Materials
- Size: 2 Cubic Yard
- Color: Green - SB 1383 color and labeling conformance.

- Noise Sensitive - Plastic
- Organic Materials
- Size: 64gl cart
- Color: Green SB 1383 color and labeling conformance.
Overview

California’s Integrated Waste Management Act, AB 939, established in 1989 and mandating recycling, set the foundation for the current suite of legislation impacting the waste services industries and its customers. This group of regulations is broken down below:

AB 341
Established mandatory commercial recycling.

AB 827
Mandates customer access to recycling, requiring Republic’s commercial customers to make recycling and organics collection containers accessible to its customers.

AB 1826
Requires commercial organics recycling, with tiered implementation.

SB 1383
Prescriptive regulations requiring standardized collection container colors, parameters for one-, two-, and three-container systems, frequent auditing, monitoring, and reporting and impacting every facet of our business from collection point, to transfer and processing facilities to landfilling.

Republic outreach programs are designed to properly educate the California communities it serves, to gain compliance and customer participation. As we bring our customers along, Republic is aware of the impact State mandates and regulations have on their daily lives.

Republic supplies the necessary tools (proper containers), resources (educational outreach, customer access to information, technical assistance and training) to its customers, performs monitoring activities, and provides reporting to its jurisdiction on a schedule and in a form acceptable to our municipal customers.

Our commitment to Alhambra is simple. Republic’s local team will:
- Operate in a manor to ensure regulatory compliance to increase diversion to meet City of Alhambra’s diversion goals.
- Design and implement outreach initiatives to achieve regulatory compliance.
- And, of course: Complete every collection as scheduled
- Return the container to its dedicated location
- Clean loose litter or debris
- Route truck efficiently
- Minimize Traffic to reduce carbon footprint
Recap of General Customer Education and Outreach Activities

The cornerstone of all compliance plans is effective, consistent public education and outreach. To avoid redundancy, please refer to Section 7 – Ongoing Customer Education and Outreach to read about our generalized approach and view the corresponding schedule.

Reporting

Reporting is critical to prove compliance efforts with existing and emergent regulations. Because Republic primarily handles the materials it collects all the way to final disposition, the City can be assured of data reconciliation. Republic’s general reporting package is generated through a suite of applications that it is invested in and are proven.

The following chart represents data capture for reporting the City will need to collect from Republic with respect to AB 341, AB 939, AB 1594, AB 1826, and SB 1383. All reports can be transmitted electronically to the City’s representative on a mutually agreed upon schedule.

<table>
<thead>
<tr>
<th>Required Data</th>
<th>Source of Data</th>
<th>Format</th>
<th>Frequency</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 939 and City Diversion Goals</td>
<td>InfoPro</td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>As required by City</td>
<td>Direct download from InfoPro to approved report format.</td>
</tr>
<tr>
<td>AB 1594</td>
<td></td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>As required by City.</td>
<td>In approved report format.</td>
</tr>
<tr>
<td>AB 341 and AB 1826 compliance</td>
<td>Sales Force, Customer Service Module and logged outreach, education and monitoring Excel spreadsheet</td>
<td>Electronic transmission of Excel Spreadsheet</td>
<td>As required by City.</td>
<td>Direct download from SF to approved report format.</td>
</tr>
<tr>
<td>SB 1383</td>
<td></td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>AS required by City.</td>
<td>Direct download from SF to approved report format.</td>
</tr>
<tr>
<td>Tonnage Collected, Processed, and Residue Disposed, All Materials</td>
<td>Multiple Sources</td>
<td>Excel Spreadsheet transmitted electronically</td>
<td>As required by City.</td>
<td>Direct download from multiple sources into approved report format.</td>
</tr>
</tbody>
</table>
Residential Compliance

Residential compliance with existing and emergent regulations is gained logistically through a three-cart system and the distribution of new carts that are appropriately colored and labeled, as well as the inclusion of food waste with yard waste in the green/organics cart. Please refer to Section 7 for information pertaining to education and outreach efforts, both during transition, and ongoing.

Republic will continue to provide fully automated curbside collection service once per week to all customers of residential single-family properties. Each residential customer will receive a brand new 96-gallon refuse cart, a 96-gallon recycling cart, and a 96-gallon organic cart. Customers will be able to select 35-gallon or 65-gallon carts as per the draft Agreement.

The choice of 34-, 64- and 96-gallon refuse cart options will be given to customers who request additional cart service and will be billed accordingly as noted within the Approved Rate Schedule. Customers with size/space restrictions on their properties will additionally be offered the opportunity to reduce the size of their default 96-gallon refuse cart for smaller cart(s), equaling the same volume capacity as the default 96-gallon capacity. If a request of this nature is made, Republic will exchange the cart(s) within seven (7) days.

EXAMPLES OF CARTS AND IN MOLD GRAPHICS TO COMPLY WITH SB 1383

Additional cart specifications are outlined in Section 10 of this proposal.
Commercial and Multi-Family Compliance

Commercial and multi-family compliance with existing and emergent regulations is gained logistically through personalized outreach and recycling technical assistance to optimize recycling and service levels generally, and the implementation of a properly signed and colored three-container system. Please refer to Section 7 for information pertaining to education and outreach efforts, both during transition, and ongoing.

As touched on in Section 7, Republic will offer solid waste, recycling, and organic collection services with a variety of container sizes and service frequencies to meet multi-family and commercial community needs, up to seven days per week. Collections in the following container sizes: 34-, 64-, and 96-gallon cart; 2- to 6- yards bins; 2-, 3-, and 4-yard bin compactors, and 20, 30-, and 40-yard drop boxes; and 15-, 20-, 30-, 35-, and 40-yard drop box compactor receiver boxes for recyclable materials, trash, and green waste.

Republic currently provides an organics program to 19 commercial businesses in Alhambra with a total of 76 carts being serviced two times per week, which will be extended to all commercial customers. This will be a new program for multi-family customers and will be offered in 34, 64, and 96-gallon carts, 2-yard bins and 15- to 32-yard self-contained compactors. Being the incumbent in Alhambra makes our evaluation process easier to accommodate each property with the proper size containers and ensure that each customer maximizes the City’s diversion goals.

Our national GIS team has provided full support throughout this RFP to develop mapping to better identify the number of units for the City of Alhambra as previously discussed in Section 7.

Additional Information – Food Scraps Containers

Republic has food scrap-specific containers and labeling that are SB 1383 compliant.
Recycling Technical Assistance

Republic will engage our team of zero waste representatives to conduct recycling opportunity assessments. These will be conducted prior to the operations start date with any customer that may present a challenge due to size, being an atypical business type, and/or whenever the information received from the outgoing service provider seems incomplete or inaccurate. These recycling opportunity assessments will continue through the first year of service to ensure that all commercial customers understand all regulations impacting their businesses, including AB 341, AB 1826, SB 1383, and others.

Republic uses Salesforce to track zero waste coordinator activities. Salesforce provides clear transparency to our management making sure our Coordinators are in the field performing waste assessments and seeing to our customer’s needs. Our drivers and trucks are equipped with technology that will provide pictures of any issues directly to our Coordinators and Dispatch. This technology allows us to communicate visually with our customers to address any issues and validate services.

Republic will not only educate customers through site visits on contaminations but explain services level options to reduce these concerns. Our education and outreach have proven successful across Los Angeles and Orange Counties. Once implementation activities have concluded, Republic’s dedicated Zero Waste Coordinator will provide personalized outreach and monitoring throughout the term of the Agreement.

Summary of Scope of Work

Republic will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, industrial, and multi-family customers. Providing such services on the premises of customers is referred to as “recycling technical assistance.” All customers will receive an initial assessment as previously described, and larger generators and commercial customers that require additional assistance will be offered on-site training as described in this subsection.

Goals

Republic will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the City’s waste diversion and resource conservation goals. Republic’s aim is to maximize tons diverted and level of participation while minimizing materials contamination.

Approach

Republic will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. Republic will develop collaborative working relationships with the City of Alhambra and customers.

Tasks and Services to be Undertaken

Republic will provide the following services based upon need or customer request:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
• Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.

• Coordinate with the City in developing outreach materials about waste reduction, recycling, and composting; distribute such materials when meeting with customers.

• Assist in gaining management support and dedication of staff resources from customers for program implementation.

• Identify and promote other program or recognition opportunities such as potential Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

• Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.

Other tasks as requested by customers and/or the City.

*All customers will have access to AB 827 compliant signage and outreach materials that can be downloaded on RecyclingSimplified.com*

Republic has developed a draft checklist for SB 1383 based on HF&H's Cal Recycle requirements —by far the most prescriptive of regulations, to ensure full compliance. Republic will work with the City to customize it based on City's compliance.

A version of Republic's *Assessment Form* follows the checklist.
Draft SB 1383
Summary Checklist

Collection & Processing

☐ Offer organic waste collection services and recycling (30.a)
☐ May comply with Section 30.a by offering three-container collection system where (30.1):
  - Green container is for organics and is taken to organics recovery facility
  - Blue container is for paper, wood, dry lumber, and nonorganic recyclables and is taken to facility for recovery
  - Black container is for nonorganic waste; may include organic waste if it is taken to a high diversion organic waste processing facility

Comments: Republic will distribute new SB1383 compliant containers.
Residential: Republic will procure and distribute 3 residential containers
Option 1 Commercial & Multi-Family: Republic to provide a 3-container system for Commercial and Multi-Family collection
Option 2 Commercial & Multi-Family: Republic to provide a 2-container system for Commercial and Multi-Family collection

☐ Conduct route reviews of randomly selected containers for contaminants such that all routes are inspected quarterly (30.5)

Comments: Republic will work with the City to meet this requirement.

☐ Conduct route reviews of randomly selected containers for contaminants such that all routes are inspected quarterly (30.5)

☐ Contact generator and notify generator of recycling requirements if contamination is found (30.5.b)
☐ Physically inspect containers along routes if notified by processor that route contains contamination (30.5.d)
☐ Provide collection containers to generators that comply with color and labeling requirements when replacing containers or by January 1, 2032 (30.7-30.8)
☐ Place or replace labels on all containers with SB 1383 compliant labels by January 1, 2025 (30.8)
☐ Allow limited waivers for compliance with minimum volumes and physical space constraints, and maintain records (30.11)

Comments: Through Republic outreach, Republic will identify qualifiers for waivers.

Edible Food Recovery

☐ Implement edible food recovery program that educates commercial generators and increase access to edible food recovery (10.1)
☐ Increase edible food recovery capacity if current capacity is insufficient (10.1)
☐ Develop and maintain list of food recovery organizations by February 1, 2022 (40.2.a)
☐ Annually provide Tier One and Two edible food generators with information about food recovery program, generator requirements, and food recovery organizations (40.2.b)

Procurement Requirements

☐ Procure a quantity of recovered organic waste, such as compost and renewable natural gas, that meets or exceeds the organic waste product procurement target as determined by CalRecycle (procurement may be satisfied by direct service provider to the jurisdiction) (12.1)
Draft SB 1383
Summary Checklist

- Purchase at least 75% of paper products with recycled content of at least 30 percent (by fiber weight)

**Ordinances & Policies**

- Adopt enforceable ordinance or similar mechanism requiring compliance with SB 1383 (Title 14, Division 7, Chapter 12) (0.1.2.a)
- Require organics haulers to identify facilities they will utilize as a condition of contract or agreement authorization (70.1)
- Adopt ordinance(s) or similar mechanism(s) requiring compliance with Sections 30.9, 70.3, 80.1, 9, 10.1, 12 and 16.1.b
  *Comment:* Republic to provide any assistance necessary to the City to help with compliance.

**Enforcement & Penalties**

<table>
<thead>
<tr>
<th>REPUBLIC</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Implement inspection and compliance program for organic waste generators, edible food generators, and edible food recovery organizations by January 31, 2022 (14.1)</td>
<td>Take enforcement actions, including issuing notices of violations and penalties equivalent to or greater than those outlined in Articles 14 and 16 by January 1, 2024 (14.4)</td>
</tr>
<tr>
<td>Provide educational materials to regulate entities non in compliance from January 1, 2022 through January 1, 2024 (14.1.a4)</td>
<td>Pay penalties if assessed by CalRecycle (15)</td>
</tr>
<tr>
<td>Investigate and maintain records of all complaints received (14.3)</td>
<td>Impose penalties on non-compliant entities (16.2)</td>
</tr>
</tbody>
</table>

*Comments:* Republic to provide assistance to the City.

**Education & Outreach**

- By February 1, 2022, annually provide generators utilizing two or three-container system with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (40.1.a)
  *Comment:* Republic to assist the City in meeting compliance
- By February 1, 2022, annually provide self-haulers with information regarding their requirements (outlined in Section 70.3) (40.1.b)
  *Comment:* Republic to assist the City in meeting compliance
- If more than five percent of jurisdiction's generators are "Limited English Speaking Households" or "Linguistically Isolated", outreach must be in a language that assure information is understood by that community (40.1.f)
  *Comment:* Republic to assist the City in meeting compliance
By February 1, 2022, annually provide businesses that generate edible food waste with information regarding the jurisdiction's edible food recovery program, generator requirements, and food recovery organizations (40.2.b)

*Comment:* Republic to assist the City in meeting compliance

**Capacity Planning**

- Conduct organics waste recycling and edible food recovery capacity planning described below and report in 2022, 2024, 2029, and 2034 (11.3)
  
  *Comment:* Republic to assist the City as necessary to meet compliance.

- Estimate the amount of organic waste disposed, verifiable organic waste recycling capacity available to the jurisdiction, and estimate the amount of new or expanded capacity required (11.1)
  
  *Comment:* Republic to assist the City as necessary to meet compliance.

- If verifiable available organics waste recycling capacity is insufficient for jurisdiction's needs, submit an implementation schedule (including timelines and milestones) demonstrating how capacity will be secured by the end of the reporting period (11.1)
  
  *Comment:* Republic to assist the City as necessary to meet compliance.

- Estimate the edible food that will be disposed by applicable generators, identify existing food recovery capacity available, identify new planned capacity, and calculate minimum capacity necessary to recover 20% of edible food disposed (11.2.a)
  
  *Comment:* Republic to assist the City as necessary to meet compliance.

- If existing and planned edible food recovery capacity is insufficient for jurisdiction's needs, submit an implementation schedule (including timelines and milestones) demonstrating how capacity will be secured by the end of the reporting period (11.2.b)
  
  *Comment:* Republic to assist the City as necessary to meet compliance.
Republic provides this as a guidance document to highlight key requirements for jurisdiction compliance; additional requirements are applicable. Jurisdictions are advised to conduct an independent review of draft and final SB 1383 regulations to develop a list of requirements unique to their jurisdiction, or to contact Republic for an update.

Revised June 2020.
Waste Assessment

Customer Information

Account Number

Date

1. Service Address

Site Account Name

Site Address 1

Site City

Site Zip Code

Language

Other

Language - if Other

Decision Maker Name

Email

Phone

Plaza Notes/ # of Bus
## Service Levels

### Trash

<table>
<thead>
<tr>
<th>Trash-Quantity of Bins</th>
<th>Trash-Container Size</th>
<th>Trash-Total Service Days</th>
<th>Trash-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>3</td>
<td>Mon Wed Fri</td>
</tr>
</tbody>
</table>

### Recycle

<table>
<thead>
<tr>
<th>Rec-Quantity of Bins</th>
<th>Rec-Container Size</th>
<th>Rec-Total Service Days</th>
<th>Rec-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Organics

<table>
<thead>
<tr>
<th>Org-Quantity of Bins</th>
<th>Org-Container Size</th>
<th>Org-Total Service Days</th>
<th>Org-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Roll Off

<table>
<thead>
<tr>
<th>RO Quantity of Ros</th>
<th>RO Container Size</th>
<th>RO Total Service Days</th>
<th>RO Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Are the service levels correct? **Yes**

Waste Reduction Ccpp? **No**

Overfilled? **No**

Contaminated? **No**

Looks Present **No**

Shared Bins **No**

Safety Hazards **No**

Customer Summary

---

1 - 133
## Existing Programs

- **Existing Food Waste Program**: No
- **Existing Green Waste Program**: No
- **3rd Party Recycling**: No

### Table: Waste Management Information

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Diversion Activity</th>
<th>Weights per Unit (Based on EPA Estimates in pounds)</th>
<th>Measurement Type</th>
<th>Units per Day</th>
<th>How many days p/wk recycled/collected?</th>
<th>Monthly tons diverted</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCC - Bales</td>
<td>None</td>
<td>900</td>
<td>per bale</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>OCC - Loose</td>
<td>None</td>
<td>106</td>
<td>cu. yard</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Plastic Film - LDPE</td>
<td>None</td>
<td>1,100</td>
<td>per bale</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Wood Pallets</td>
<td>None</td>
<td>25</td>
<td>per unit</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>
# Potential Diversion

<table>
<thead>
<tr>
<th>Wkly Trash Yds</th>
<th>Wkly Recycle Yds</th>
<th>Wkly Organics Yds</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>0</td>
<td>0</td>
<td>12</td>
</tr>
</tbody>
</table>

Current Diversion Level: 0%

<table>
<thead>
<tr>
<th>Material</th>
<th>% of Stream</th>
<th>Est. Yds Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food waste</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Edible Food</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>OCC</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Mixed Recyclables</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Cardboard</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Green Waste</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Scrap Metal</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>C&amp;D</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

Total: 0% 0

- Universal Waste: No
- Electronic Waste: No
- Hazardous Waste: No

Recommended Service level:

Customer Conflicts: None

Conflict Comments:

Possible AB 1826 Exemption: None
Possible AB 341 Exemption: None
Customer Service Plan

Overview

Republic strives for first-call resolution when customers contact us for service. We provide a superior experience through integrated facilities, technology, and highly knowledgeable employees.

Republic is immensely proud and appreciative of its long-standing partnership with the City of Alhambra and understands how important customer service is to the City. To ensure Alhambra customers always come first, Republic commits to hiring a full-time dedicated Zero Waste Coordinator dedicated exclusively to the City of Alhambra contract. This Republic employee will oversee and coordinate Alhambra customers' day-to-day service requests, escalations, and field customer questions. The Zero Waste Coordinator will also provide face-to-face contact, training and education, and onsite service assessments with Alhambra customers. Republic intends to station this employee at a physical location within the City of Alhambra, enhancing Republic's customer service offerings in a personal and tangible way.

Republic views customer service as the reason it is in business—not just a function or department. As such, a laser-like focus on customer experience is woven through all aspects of daily business at Republic, as is evidenced by Republic's customer service training for all employees, which is comprehensive, geared toward each position type, assigned, required initially and annually thereafter, and monitored.

Recognizing the importance technology plays in measuring and improving performance and customer satisfaction, in addition to the sophisticated suite of tools in current use at Republic, the Company has charted a critical path to evolve its technology to enhance environmental mindfulness, accountability, and customer service providing real-time metrics and enabling additional communications channels for the City and customers.

Republic self-monitors its performance and has built in the ability to do so at every level. For example, Customer Service Representative (CSR) performance is monitored through the automated collection of a few metrics and also through live monitoring of phone calls. Republic is committed to one-call resolution of all customer inquiries. Driver performance is monitored through the gathering of metrics from a variety of sources and the posting of these metrics on the Company intranet to inspire friendly competition among hauling divisions. Results are monitored and used to help employees continue to develop along their chosen career paths and so Republic can hold true to its model of continuous improvement. Republic's Customer First principles guide employee interaction and the prioritization of work throughout the Company.

As one of the nation’s leading waste services companies and holding a significant share of Southern California municipal accounts, Republic brings to the City a toolkit of sophisticated resources which will likely exceed the City’s customer service requirements.

Delivering an exceptional customer experience to each customer is Republic’s first priority and the cornerstone of program success. Every Republic employee, from Drivers to Republic’s executive team, receives formal initial and ongoing customer service training.
Recognizing the importance technology plays in measuring and improving performance and customer satisfaction in the management of exclusive municipal collection franchises, Republic will utilize advanced resources to provide an exceptional level of efficiency, environmental mindfulness, accountability, and customer service providing metrics and enabling additional communications channels. These resources and tools are the result of a thorough investigation of Best Available Technology (BAT) and the collaborative efforts of Republic's Geospatial Intelligence, Information Technology, Customer Service, and Marketing teams.

**Hours, Location, and Staffing**

Republic maintains a local customer service team supported by Republic's Customer Resource Centers (CRCs), which are fully networked together, allowing them to support callers from 7 am EST to 7 pm PST Monday through Friday and 7 am EST to 12 pm PST on Saturday. In addition to the call center hours, customers can reach us 24/7 via Republic's website, [www.RepublicServices.com](http://www.RepublicServices.com), or the Republic Services app. Republic's self-service options are designed to improve overall response and resolution to customer inquiries and needs anytime, anywhere with the least amount of customer inconvenience as possible.

When customers prefer a person-to-person service experience, calls are initially answered by our US-based agents available 15 hours every weekday (7 a.m. Eastern time to 7 p.m. Pacific time) as well as five hours of support on Saturdays. Our national call centers consist of three facilities (Phoenix, Indianapolis and Charlotte), fully networked together, and with direct line communications to the local hauling team for escalation of complex service needs. Alhambra customer calls will be routed to the Phoenix location, with the other two serving as contingency or backup facilities, providing business continuation capabilities should an unforeseen event, such as a natural disaster occur.

Our use of the three networked CRCs is an optimal approach for the City, because it ensures that the most highly trained resources are available to serve your City for an extended number of operating hours, using industry-leading integrated technology.

Whenever a new contract is awarded to Republic, local CSRs receive extensive training and receiving written directives on contract distinctions. Again, Republic customer service metrics are tracked internally.

**Customer First Principles**

These guide Republic’s daily operations and customer interactions to ensure consistently excellent service.

**Quality Personnel**

Republic recruits and retains highly skilled and experienced personnel and compensates and incentivizes them accordingly.

**Easy Communications**

Republic maintains a high ratio of CSRs to customers so that customers have as much time with Republic CSRs as necessary to respond to any inquiry or permanently resolve any service matter. Customers have multiple communication channels to Republic's customer service team to facilitate open and easy communication.

**Timely One-Call Resolution**

Republic has detailed policies and procedures for its customer service systems and controls which facilitate expeditious concern resolution and follow-up. Republic's use of proven and
appropriate methods, field communication, and same-day complaint resolution translates into timely and efficient response.

The Customer is Right

Republic employees are coached to give the benefit of the doubt to every customer even if facts may imply customer error. This friendly approach generally mitigates future calls and prevents unnecessary complaints to City staff.

All Republic Employees Trained in Customer Service

To ensure a high level of quality service, all Republic employees including drivers, administrative personnel, and managers, are regularly trained in customer service, ensuring efficient and professional processing of all customer interactions.

Customer Management System

Republic bills customers using InfoPro, a fully integrated customer management system. InfoPro has been programmed and is maintained entirely in house, with a platform of the IBM I-Series platform, relational database DB2-UDB with core programming languages of RPG/ILE, SQL, and Java. This system is owned and continually updated by Republic and its Information Technology department, which ensures full integration other applications.

The system is divided into several modules. The majority of the modules within InfoPro are driven by the information within the Customer Maintenance module. This is the main customer database. Billing information, service location, container specification and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to Account Receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts is stored in the service location section. The container’s routing, disposal and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as; monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates and supplemental service rates. Historical rate information is also retained. Each customer account is specific to service type and each line of business is assigned a contract number.

There is a high level of data flow and interaction between the different modules thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point history files are updated, charges are generated for customers, production values are updated, container inventory is updated, and preventative vehicle maintenance values are calculated.

Protocols for Receiving Customer Calls and Processing Requests

When fielding a customer request, CSRs immediately access the customer’s account information in Republic’s customer management system, InfoPro. Republic owns the InfoPro application and continues to invest in it. When a new technology must be integrated, Republic’s IT team makes the necessary modifications. CSRs can access all pertinent customer information through InfoPro, including service address, pick-up day, rate, service level, and a complete history of service requests and resolutions.

- After determining customer need, CSRs input all required information into the customer’s permanent file history and, if necessary, generate an on-line automated work order.
- If the inquiry is simply for information or clarification about Republic programs, the CSR will answer the question and close the file.
• If the request requires action on the part of Republic, a work order will be generated for the appropriate department address, end the telephone call, and produce an online work order in InfoPro, which must be closed out within two days.

When customers contact Republic through the My Resource web portal or mobile application, the process is automated, and information is immediately and directly sent to the proper department for prompt handling.

Each time a customer contacts Republic, inquiries and concerns are entered into InfoPro, including date, time, customer name, address, and the nature, date and manner of the resolution is also logged and pushed out to drivers and Supervisors. Dispatch monitors all work orders requiring driver action. Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order. In addition, each driver verbally contacts dispatch prior to completion of their assigned route to ensure all outstanding requests are fulfilled prior to returning to the operations base.

Republic Route Supervisors spend the majority of their time working in their assigned area(s), which enables them to meet drivers at the customer location to ensure quick, permanent resolution. Drivers document completion of all same-day service orders in the system.

Expeditent handling of customer requests occurs per the process flow chart located on the following page, with relevant narrative below. Common customer requests and concerns are tracked and reported by Republic business unit company-wide, which has resulted in an exceedingly high level of customer service.

**Missed Pick-Ups, Late Setouts, Spills, and Litter**

When a missed collection is reported—whether a miss actually occurred or not, Republic's operations team takes it seriously and responds immediately as if every incident is actual. The Route Supervisor completes a root cause analysis on each miss and addresses it with the driver. Together they drill down on the incident to permanently resolve issue or the conditions that created it. The final step is to call the customer and apologize for the error and gather customer feedback. This ensures a cycle of continuous improvement. The general procedure for addressing all customer service inquiries and concerns is:

• Process a work order for a missed pick-up, late set out, or spills and litter resulting from collection.

• Republic's CSR will notify dispatch with specific information regarding the work order. This information, also communicated to the route supervisor, is maintained as an open work order until the task has been completed.

The Customer Interaction flow chart, following, maps Republic's general response to common customer inquiries.
Customer Interaction

Customer Contacts Republic

Reason for call determined

Missed Pick-ups
- Actual Missed Pick-up
- Driver notified container not out or contaminated
- Enter Service Request
  - Document based on ACT expectation

Bulky Item Pick-up
- Educate customer regarding inapplicable applicable rate & schedule plus
- Educate customer regarding applicable rate & schedule plus
- Schedule extra pick-up
  - Document request information & set expectation

Extra Pick-up
- Educate customer regarding applicable rate & schedule plus
- Schedule extra pick-up
  - Document request information & set expectation

Container Exchange
- Bin Damaged or Leaking
- Bin requires maintenance of steam cleaning
- Educate customer of applicable charges & schedule
- Document based on ACT expectations

Estimated Time of Arrival
- General concern - quote service hours
- Customer needs ETA to expedite service
- Customer request information & assign to dispatch
- Dispatch will call customer within 3 hr without ETA
- Dispatch to document ETA response & confirm contact

REPUBLIC SERVICES
Protocol for Service Recipient Billing

Republic has extensive experience in residential, multi-family, and commercial billing and currently bills more than 2.4 million customers nationwide on a monthly basis. Republic has the infrastructure and billing system for direct billing to any type of customer along with any special detail or billing messages requested by the City. Republic bills are easy to understand, detailing service levels and corresponding charges, and contain self-addressed envelopes for payment. All billing requests from City residents and commercial accounts will be handled through our state-of-the-art call center. Billing disputes and other complex issues will be escalated to the local team for additional research if our call center cannot resolve.

Republic bills customers using InfoPro, a fully integrated customer management system. InfoPro has been programmed and is maintained entirely in house, with a platform of the IBM I-Series platform, relational database DB2-UDB with core programming languages of RPG/ILE, SQL, and Java. Sample bills can be supplied upon request.

The system is divided into several modules. Most of the modules within InfoPro are driven by the information within the Customer Maintenance module. This is the main customer database. Billing information, service location, container specification and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to Account Receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts is stored in the service location section. The container’s routing, disposal and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as; monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates and supplemental service rates. Historical rate information is also retained. Each customer account is specific to service type and each line of business is assigned a contract number.

There is a high level of data flow and interaction between the different modules thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point history files are updated, charges are generated for customers, production values are updated, container inventory is updated, and preventative vehicle maintenance values are calculated.

All invoices can include a notification message with important reminders, holiday schedules, and any other information the City would like conveyed. A quarterly newsletter or billing inserts can also be included with invoices. Commercial customers will be billed monthly in advance of service and will be itemized by type of service.

Commercial bills will comply with the terms of the new franchise agreement. Temporary roll-off box and bin customers are typically required to pay with a credit card. Permanent roll-off customers will be billed semi-monthly in arrears with payment due 15 days from the invoice date. Additional messaging can be added to bills.

Customer Payment Programs and Options

Republic’s online bill pay feature allows customers to view their Republic Services invoice, view their online payment details, schedule future payments, and sign up for Republic’s automatic payment service. When customers register for online billing, they will be prompted to create a user ID and password. If they choose this option account information will be
securely stored in their profile for future use. One-time payment is a quick way for customers to pay their bills online. "One-Time Payment" does not require a user ID or password and we will not store payment account information. If customers provide their email address, it will keep it with the customer's payment record, so the company can send an electronic payment confirmation and contact the customer if there is a problem with payment.

**Web Portal/Mobile Application**

Alhambra commercial and multi-family customers will have use of the Republic Services app. This is a self-service tool for Republic customers, that also features an easy way to pay bills. Republic Services app provides enhanced customer service, allowing Republic customers to focus on tasks they deem to be of higher value. This exciting tool gives customers instant access to:

- Manage their account;
- View invoices;
- Pay bills;
- Request services, increase/decrease service, or exchange containers;
- Get assistance.

The Republic Services app empowers customers to manage their own accounts in general as well. New data shows that within a few years nearly 70 percent of all people in the U.S. will be online. As that number grows demand for web-based resources will grow.

**Phone System**

Republic utilizes Cisco Unified Communications, which is an IP-based communications system integrating voice, video, data and mobility. It enables an effective and secure communications line for our customers and removes any geographic barriers.

Our system enables distributed communications to ensure all customer calls are answered in a fast response time. All calls will be answered from one of our state-of-the-art Customer Resource Centers. Our highly integrated phone system promotes efficient and effective customer communications with the capabilities to directly connect to the local hauling team to escalate complex service needs resourcefully. Customers can reach Republic's highly available representatives by phone 7 am EST to 7 pm PST Monday through Friday and 7 am EST to 12 pm PST on Saturday.
Website

All Republic customers can easily find their local web page by logging onto www.republicservices.com. A landing page for Alhambra will be developed based on contract requirements. A direct link to the Alhambra website will be provided in education and outreach materials. Republic’s website not only contains comprehensive service information, but there are also educational resources for teachers and students, as well as environmental and sustainability information.
Customer Service Plan

Additional Information: Holistic System Upgrades

Republic is in the process of comprehensively upgrading the way in which it manages customer communications. This upgrade, referred to as Communication Hub, will be in place and fully operational prior to the roll-out of Alhambra services. The approach is derived strictly from the viewpoint of the customer, with data, research, and best practices to substantiate the changes.

Communication Hub primarily addresses customer notification methods based on customer preferences.

*Under what circumstances would you like for Republic Services to contact you with useful information?*

![Q3 - Communications Preferences](image)

The new approach creates a consistent customer notification approach stemming through the elimination of inconsistent action at the dispatcher level. An on-brand, consistent alert is sent to all opted-in impacted customers, through their communications channel of choice, as presented in the graphic below. Customers will have the opportunity to expand, change, or upgrade about what topics and the method for receiving messages about their service from Republic.

**PREFERENCE EXPERIENCE**

- Customer preferences are captured accurately
- Robust preferences including channel, and time, is the basis

**NOTIFICATION EXPERIENCE**

- Delay occurs and impacts the time of pickup
- Dispatcher triggers message
- Branded, consistent alert is sent to all opted-in, impacted customers
- Notification is sent to channel of choice (Compliant)
- User is sent other opt-in offers to generate more value
9 Customer Service Plan

Additional Information: Customer Management Tools

Republic's technology expertise is designed to fully support the customer experience, which is why this detail is included. Republic is grounded by a team of seasoned information technology professionals dedicated to the identification, development, and integration of advanced and appropriate technology solutions to automate data capture and reporting functions to the greatest possible extent. Republic currently uses a sophisticated suite of integrated applications to ensure Republic and its municipal clients have access to accurate data. The brief description of each primary technology component follows.

InfoPro

Republic's InfoPro software is the backbone of the Company's customer management system, as indicated previously. InfoPro is the main customer database. Billing information, service location, container specification, and rate information are the primary components of this module. Accounting controls as well as collection event information is displayed. A direct link to the Accounts Receivable is available. Sales management information including territory, representative, contract information, SIC, and key contacts is stored in the service location section.

The container's routing, processing/disposal, and billing schedule is defined. The rate logic allows for multiple rate variations to be applied to the single container group such as: monthly rates, lift rates, volume rates, excess weight disposal, minimum lifts, multiple additional rates, and supplemental service rates. Historical rate information is also retained. Each service location (site) within the customer account has a unique contract number, each service location can have multiple containers types such as frontloader, frontloader recycling, or roll-off. Line of business is designated at the container level.

There is a high level of data flow and interaction between the different modules, thus eliminating duplicate keying in any area. At the end of the day the information that has been keyed into InfoPro by the various users of the system is processed. At that point, history files are updated, charges are generated for customers, production values are updated, container inventory is updated, and preventive vehicle values are also calculated. InfoPro routing and dispatch modules are fully integrated with Republic's customer portal, My Resource which allows customers to view their accounts and service levels, review and pay invoices, and submit service requests.

Trux

TRUX Weigh-IT is the industry standard software for ticketing, billing, materials management, and accounts receivable processing in the waste industry. Designed specifically for landfills, transfer stations, and recycling facilities. Weigh-IT is a Windows-based application which uses the .NET platform and Microsoft SQL service technology to organize and securely store data. Weigh-IT is scalable and capable of handling operations and billing processes for any size company, from single-site facilities to multiple scale locations with centralized reporting. Scale ticket entry has been optimized to be as quick and efficient as possible, allowing scale operators to process loads quickly.
Dossier

At its core, Dossier includes a powerful and flexible relational database which helps users manage fleet assets. Dossier allows for the definition of an unlimited number of asset categories, and each category may have an unlimited number of user-defined characteristics. There is no practical limit to the number of assets which may be maintained with the Dossier system. Installed Dossier system sizes range from single locations with less than ten assets, to large enterprise systems with hundreds of shops or sites, hundreds of thousands of assets, and thousands of users. Assets can be added or inactivated at any time by user personnel with appropriate program security credentials.

Dossier also provides the business management environment for the support of maintenance management, namely cataloging of maintenance, operations, and management personnel along with relevant licenses and certifications, parts, or along with relevant licenses and certifications, parts and inventory management, as well as a purchasing environment for materials and externally sourced services.

In addition to characterization of static asset data, Dossier’s unique architecture allows for the definition of hierarchical scheduled maintenance activities and equipment and parts warranties based on time and/or utilization. Once assets exist in Dossier, the program tracks all asset activity, including, but not limited to:

- Scheduled and unscheduled work, including cost, parts, technician, and time spent.
- Work and cost performed by external providers.
- The asset utilization in terms of miles and hours.
- Fuel and parts inventory and individual asset usage.
- Special handling for tires, and tracking even if transferred to different assets or sent out for recapping.
- Requests for work or repairs reported by drivers and technicians.

Data capture functions are automated in Dossier eliminating duplicate entry and associated errors. Some of this automation is achieved within Dossier and some is the result of live interfaces to other business systems. For example, Dossier can electronically import fuel dispensing systems records and external provider work records.

The true benefit of Dossier’s ability to integrate data from a variety of sources, as in the above example, is the resulting business analysis and decision support, including cost and productivity optimization, compliance, and safety management. Dossier includes management dash-boarding for key fleet metrics such as fuel cost and efficiency, preventive maintenance on-time scorecard, and more.

The system contains over 150 built-in reports which allows Republic to get clarity on and so drive improvements and change in its fleet operations. Dossier is a best-in-class fleet management tool designed to optimize maintenance operations.
9. Customer Service Plan

9.a Call Metrics

Republic is proud of the service it provides to customers. At a minimum, Republic customer service standards are as follows, with the goal to always meet these metrics:

- Answer customer calls within 25 seconds.
- Have a call abandon rate of less than three percent
- Have a “one call” resolution experience
- To receive monitoring scores of 90 percent or greater

Republic strives to exceed these standards every day and closely track our performance metrics to find areas for improvement. Currently, we are providing our customers with the following local customer service experience:

<table>
<thead>
<tr>
<th></th>
<th>April 2020</th>
<th>May 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calls Offered</td>
<td>24,922</td>
<td>31,953</td>
</tr>
<tr>
<td>Calls Handled</td>
<td>24,201</td>
<td>30,431</td>
</tr>
<tr>
<td>Service Level %</td>
<td>94.5%</td>
<td>86.8%</td>
</tr>
<tr>
<td>AEN %</td>
<td>1.3%</td>
<td>3.5%</td>
</tr>
<tr>
<td>ASA</td>
<td>00:00:14</td>
<td>00:00:27</td>
</tr>
<tr>
<td>AHT</td>
<td>00:04:10</td>
<td>00:04:25</td>
</tr>
</tbody>
</table>

- **ASA**: Average Speed to Answer (*Average Hold Time, measured from once the customer calls, selects the reason for calling, and then begins speaking to an agent*).
- **AHT**: Average Handle Time (*How long the customer is on the phone with Republic once the agent answers*).
- **ABN%**: Abandonment Rate (*How many customers hang up before an agent picks up*).
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9. Customer Service Plan

9.1 Work Order Completion Time

When customers contact Republic to request service, a work order is created for the appropriate department and closed with the process shown in the chart below.

Upon receipt of a work order requiring same-day completion, a special alert is generated, and the appropriate driver is instructed as to what is needed to complete the order. In addition, each driver verbally contacts dispatch prior to completion of their assigned route to ensure all outstanding requests are fulfilled prior to returning to the operations base.

Republic Route Supervisor, Christina Saldivar spends most of her day working in Alhambra, which enables her to meet drivers at the customer location to ensure quick and permanent resolutions including speaking with customers in person to meet their needs.

<table>
<thead>
<tr>
<th>Service</th>
<th>Commercial</th>
<th>Industrial</th>
<th>Residential</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery</td>
<td>Two business days</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
<tr>
<td>Removal</td>
<td>Two Business Days</td>
<td>Next business day</td>
<td>Next service day</td>
</tr>
<tr>
<td>On Call / Extra</td>
<td>Next Business Day</td>
<td>Next business day</td>
<td>Next service day</td>
</tr>
<tr>
<td>Exchange</td>
<td>Two Business Days</td>
<td>Next business day</td>
<td>Next service day</td>
</tr>
<tr>
<td>Missed Pick Up</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
<tr>
<td></td>
<td>and escalation to</td>
<td>and escalation to</td>
<td>and escalation to</td>
</tr>
<tr>
<td></td>
<td>operations</td>
<td>operations</td>
<td>operations</td>
</tr>
<tr>
<td>Relocate</td>
<td>Next business day</td>
<td>Next business day</td>
<td>Next business day</td>
</tr>
</tbody>
</table>
This page intentionally left blank.
10 Automated Cart Description

Overview

Republic will work collaboratively with SCHAFER and Can-Do to deliver new carts to all residential customers under strict supervision of Republic’s operations team.

Residential Container Specifications

Please see below information on carts from our selected trade partner, SCHAFER and refer to Section 8 for information pertaining to education and outreach efforts, both during transition, and ongoing. We have included the technical specifications on the carts that will be delivered to all Alhambra residents below.

![Cart Diagram]

- **BODY**
  - Non-slip textured finish on corners for grabber traction
  - Smooth surface inside and out for easy cleansing
  - Injection molded for maximum strength and durability
  - One-piece high-density polyethylene (HDPE) construction
  - Built-in flexibility

- **BAR / UPPER ATTACHMENT**
  - Rotating extension bar for less stress on cart body
  - Highly durable, in-molded bar supports
  - Factory-installed
  - Extra wall thickness in bar area for durability
  - Externally housed lift bar for leak-proof body (available on 65-gallon)
  - Integrated, reinforced upper attachment for semi-automated lifter
  - Meets all ANSI standards

- **LIDS / HANDLES**
  - Solid lid axle with a robust 2-point attachment
  - Overlapping lip for twin protection
  - Inside gripping rim to seal in odors
  - 270° lid opening
  - Ergonomically designed hand grips for easy push and pull motion
  - Smooth surface with no prominences
  - Two-ergonomic 2" x 5" lift handles for easy opening

- **WHEELS & AXLES**
  - Solid axle of tempered, rolled and Zinc Chromate steel
  - Lubricated maintenance-free bearings
  - Durable HDPE wheels for easy rolling motion
  - 3/4" wheel axle on the 65- and 95-gallon, and 1/2" on the 35-gallon

- **BOTTOM**
  - Angled bottom for easy rolling
  - Dual 3/8" rear strips for longer life

* Available on the 65- and 95-gallon M carts only.

---

**OUTSIDE DIMENSIONS**

<table>
<thead>
<tr>
<th>Width</th>
<th>Height</th>
<th>Depth</th>
<th>Length</th>
<th>Tare Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>35&quot;</td>
<td>45&quot;</td>
<td>26&quot;</td>
<td>26.5&quot;</td>
<td>9.5 lbs</td>
</tr>
<tr>
<td>65&quot;</td>
<td>45&quot;</td>
<td>26.5&quot;</td>
<td>32.5&quot;</td>
<td>16.5 lbs</td>
</tr>
<tr>
<td>95&quot;</td>
<td>45&quot;</td>
<td>36.5&quot;</td>
<td>38.5&quot;</td>
<td>23.5 lbs</td>
</tr>
</tbody>
</table>

**COLORS, MARKINGS, & OPTIONS**

- Available in an array of standard colors. Custom colors available upon request with minimum quantities.
- Smooth surface for bar stamping on lid and body
- Customizable in-mold labeling (ML) on lid

![Color Options]

**MANUFACTURING LOCATIONS**

- Charlotte, North Carolina
- Los, California
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11 Collection Vehicle Description

An overview of the collection vehicles specified for this contract is included in the chart below. All collection vehicles feature CNG engines. Collection vehicles will already be in place prior to July 1, 2021. Vehicle color and branding are visible in the photographs below. Collection vehicles can collect any material stream.

<table>
<thead>
<tr>
<th>Automated Sideloaders + Carts</th>
<th>Frontloaders + Bins</th>
<th>Roll-Off + Debris Boxes/Compactors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Body</td>
<td>Single Body</td>
<td></td>
</tr>
<tr>
<td>Fuel Type: Natural Gas</td>
<td>Fuel Type: Natural Gas</td>
<td>Fuel Type: Natural Gas</td>
</tr>
<tr>
<td>Chassis: Peterbilt 520</td>
<td>Chassis: Peterbilt 520</td>
<td>Chassis: Peterbilt 520</td>
</tr>
<tr>
<td>ASL</td>
<td>FEL</td>
<td>Capacity: N/A</td>
</tr>
<tr>
<td>Capacity: 27 CY</td>
<td>Capacity: 28 CY</td>
<td>No. Axles: 3</td>
</tr>
<tr>
<td>No. Axles: 4</td>
<td>No. Axles: 4</td>
<td>GVW: 51,500</td>
</tr>
<tr>
<td>GVW: 57,500</td>
<td>GVW: 57,500</td>
<td></td>
</tr>
</tbody>
</table>

The list below reflects the projected frontline equipment needs for this contract.

<table>
<thead>
<tr>
<th>Vehicle Type</th>
<th>Condition</th>
<th>Engine Type</th>
<th>Body Type</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASL</td>
<td>New or 5yrs</td>
<td>Cummins L9 CNG</td>
<td>McNeilus Zero Radius</td>
<td>12</td>
</tr>
<tr>
<td>FEL</td>
<td>New or 5yrs</td>
<td>Cummins L9 CNG</td>
<td>Heil Odyssey</td>
<td>8</td>
</tr>
<tr>
<td>RO</td>
<td>New or 5yrs</td>
<td>Cummins L9 CNG</td>
<td>Galbreth</td>
<td>1</td>
</tr>
<tr>
<td>RFL</td>
<td>New or 5yrs</td>
<td>Cummins L9 CNG</td>
<td>Curatto</td>
<td>1</td>
</tr>
</tbody>
</table>

Additional information pertaining to vehicles is included in Section 7 – Service Implementation Plan.

Last year, Republic set a target to reduce its primary greenhouse gas emissions 35 percent by 2030. In keeping with this objective, Republic has agreed to purchase 2,500 electric collection vehicles from technology leader Nicola. In 2022 Republic expects a few of those expected to be deployed to Republic’s local fleet.
Reducing Air Emissions and Street Wear and Tear

New and consistently well-maintained CNG-powered collection vehicles greatly cut emissions (and noise), and optimized routes reduce vehicle miles traveled and street wear and tear. Republic has helped its equipment partners design vehicles to increase carrying capacity, which minimizes trips to the transfer station—keeping vehicles on route longer and again, reducing vehicle miles traveled.

CNG Engines

Republic’s frontline collection vehicles will be new, featuring CNG-powered engines. For nearly a decade, Republic has primarily procured alternative fuel vehicles its Southern California divisions, to comply with Los Angeles County Air Pollution Control District regulations. Additionally, as previously cited, Republic is pioneering the deployment of electric collection vehicles beginning in 2022.

Optimized Routes

As indicated previously, Republic owns its own sophisticated routing software, Route Editor Plus, which it uses to create and optimize safe routes. Efficient routing cuts down on vehicle miles traveled and street wear and tear.

Traditional routing software tools may provide automated sequencing of stops with estimated straight-line distances between stops or use some form of generic vehicle routing programming techniques. A true route optimization tool, such as Route Editor adopts specifically tailored waste industry operations research computation technique as part of its core route optimization algorithm. This makes Republic’s route optimization tool one of the most advanced waste collection route optimization software tools available. The route optimization algorithms are tailored for the waste collection industry to take into consideration waste collection constraints such as truck compaction ratios, landfill trips, maximum lifts, maximum yards, maximum weights, and vehicle approach.

Engineering Design Partnerships

Because Republic purchases over 750 collection vehicles each year, it has considerable design input with its vehicle manufacturers, which has yielded collection vehicles with optimized carrying capacity, which significantly reduces emissions and vehicle miles traveled.

Additional Collection Vehicle Advantages

Because Republic collection vehicles are co-engineered with the manufacturers and are therefore purposefully built, the vehicle uptime is improved making the collection to delivery cycle shorter through the manufacture of increased legal payload, and the vehicle integrity is not compromised whatsoever.

Lightweight Body Design

Republic and Heil have been strategic partners for about 20 years and have designed a lightweight frontloader body allows Republic to safely run ten-ton legal payloads while still maintaining a durable platform and conforming to the Federal Bridge Weight Standards. The project has been a huge success with over 1,000 Heil lightweight frontloaders running in the field.
Camera Technology

Republic's cab technology integrates with truck cameras to document service issues. This technology is GIS/GPS-driven.

Service Verification

Through the use of Republic's Connect application, Republic driver and truck locations are reported at regular time and distance intervals, providing the operations team with the whereabouts and a situational awareness of the fleet and all routes during the day. Additionally, Republic utilizes geo-fencing capabilities, to set geographic boundaries for routes, which trigger alerts when vehicles cross a defined geo-fence border. This information assists operation team members in determining whether drivers are on pace for on-time route completion, or whether additional support must be dispatched due to unforeseen circumstances.

Vehicle Maintenance Program

Republic's fleet of vehicles undergoes the most extensive preventive maintenance procedures in the industry, which leads to a safer, more efficient, and environmentally sound collection process. Company vehicles undergo rigorous preventive maintenance procedures and comprehensive pre- and post-trip inspections which exceed industry standards to ensure the highest level of performance and safety while on route and minimal downtime.

These procedures, along with Republic's route optimization program and quick disposal turn-around, translates into fewer trucks and truck time on the streets, less air and noise pollution, less wear and tear on the infrastructure, less traffic congestion on public streets, and an enhanced level of safety in the community.

Republic has a well-established vehicle maintenance program that includes tracking and recording detailed maintenance history of every piece of rolling stock. The Company keeps accurate and detailed maintenance logs—available to City staff for inspection upon request—identifying each vehicle by identification number, date purchased, dates of routine maintenance, dates of any additional maintenance, as well as a description of the maintenance performed.

Vehicle Inspection Reports

Key to the preventive maintenance program is daily completion of vehicle inspection reports. This is done by the collection vehicle's assigned driver and includes both a pre- and post-trip inspection. Drivers check fluid levels, lights, tires, and other safety-related areas of their truck and indicate on the inspection report any defects or deficiencies found that day. Shop personnel review the report and check any items marked by the driver as being questionable or problematic. Mechanics then make any needed repairs before the vehicle returns to the route. Furthermore, each vehicle undergoes a thorough and comprehensive preventive maintenance inspection (PMI) every 150 hours of service. This inspection is conducted by a trained and certified brake inspector, according to USDOT requirements.

The vehicle is inspected from the top to the bottom and the front to the rear including, but not limited to tires, air pressure, brakes, air system, safety camera system, gauges, engine,
cooling system, hydraulic system, batteries, and general overall equipment operation. The vehicle is thoroughly lubricated, and fluids sampled and changed if required. If repairs are needed, all priority repairs are completed prior to the vehicle being returned to service; repairs that can be are scheduled to be completed at the next service. PMIs are set at different levels ranging from PMI-A to PMI-E. Each level represents a more intense inspection and/or requires different fluid levels changed, e.g. oil, hydraulic, coolant, differential, and so forth.

Equipment Safety Features
All Republic collection vehicles are equipped with the following items to assure both public and employee safety during all on-route and off-route operations:
- ABS braking system
- Rear vision camera
- Back-up alarm
- Battery disconnect
- Safety triangles
- Fire extinguisher
- Dual air horn
- Prutsman 7 x 16” West Coast Mirrors
- Dual convex safety mirror
- Body hoist, arm, rear door warning alarms
- Rear working strobe warning light

The back-up cameras, LED lighting, back-up lights audible warning devices, and yellow hazard lights are activated when the vehicle is forced to maneuver in safety sensitive areas, ensuring the highest level of safety on public streets. In addition, each vehicle is equipped with a broom, shovel, spill kit, and emergency equipment to manage most incidents that may occur on-route.

Communications
Republic’s Connect application, previously specified, also enable safe, two-way communications between the dispatch team and drivers. Text messages or voice-recorded messages may be sent between the dispatcher and each driver, which can be read or retrieved when the vehicle is stopped at a customer pickup location. Additionally, drivers are able to capture and attach photographic images for specific accounts to document issues, obstructions, or other useful information that can then be shared with the City or the customer. Captured field observations are then attached to customer account records in the InfoPro database.

Tracking and Reporting of Equipment Maintenance and Repairs
Republic’s reporting system for tracking vehicle maintenance, vehicle performance, and adherence to Company policies relative to such is called Dossier, which enables Republic to produce weekly reports that are used by the Division Maintenance Manager to monitor performance and take appropriate action steps when necessary to enforce compliance with Company policy and procedure. Some of the maintenance-related reports the Dossier system produces, and which are also covered in weekly maintenance and operations meetings are:
- Maintenance Cost per Vehicle Report (with high-cost trucks noted)
- Road Call Report
- Towing Report
- Drive Compliance and Error Report
- Mechanic Productivity Report
• Fuel and Meter Report
• System Code Spreadsheet Report
• Preventive Maintenance (PM) Report (with overdue PM sub-report)

**Reserve Fleet**

Republic maintains a reserve fleet typically of about 17 percent to be used in the event a route truck is removed from service for either routine maintenance or due to downtime for necessary repairs. If a route truck must be removed from service during the collection day, a back-up collection vehicle will be dispatched and put into service within one-half hour of the time the breakdown occurs.

Service interruptions due to mechanical breakdowns on route will be further minimized since the Company’s solid waste, recycling, and green waste routes are serviced by the same type of collection vehicle (identical cab, body, engine, and capacity), which means that all trucks in the reserve fleet will be available to provide back-up for either type of service.

**Vehicle Appearance**

Republic maintains its solid waste and recycling collection fleet in clean condition and in excellent repair at all times. All vehicle parts and systems are checked by maintenance staff according to Republic’s established maintenance procedures and the manufacturer’s recommended preventive maintenance schedule to ensure that the vehicles operate properly and safely.

Republic’s route drivers are required to conduct pre- and post-trip vehicles inspections as part of the daily routine in order to assure all equipment is operable and safe before use. In order to maintain a professional brand, Republic adheres to strict standards relative to equipment color and signage. All collection vehicles are washed regularly at a wash station conforming to Best Management Practice guidelines for non-point source pollutants.

**Environmental Stewardship**

Additionally, Republic’s commitment to the environment is evident in its maintenance shop practices, where everything that can be recycled, is recycled, including:

• Motor and Hydraulic Oil
• Antifreeze
• Oil, Transmission, and Fuel Filers
• Tires
• Metal Parts
• Batteries
• Brakes

**One Fleet Initiative**

*One Fleet* is a system for ensuring the cleanliness and orderliness of Republic maintenance facilities and parts rooms.
On-Board Technology

The following hardware and applications are key to service accuracy, verification, as well as data capture and reporting.

The Rise Platform

Over the next few months, Republic Services will begin to roll out a new route software management system, RISE platform.

The RISE platform was built for Republic Service employees by Republic Service employees. The RISE platform consists of three components:

- RISE Portal
- RISE Map
- RISE Tablet

The heart of the platform is the RISE Portal and the RISE Map, the portal and map feature an intuitive structure that allows users to easily assign routes, view maps, and quickly identify assets and facilities.

The RISE Map will quickly allow new or substitute drivers to visually understand the assigned work through the visual representation of the proximity between customers and disposal sites. This benefit will help eliminate unproductive time and total miles traveled, limiting impacts on the City roads and emissions.

The last piece of the RISE platform is the RISE tablet. Republic Services will roll out RISE tablets to our industrial drivers starting in 2020 and to our commercial drivers in 2021/2022. The RISE tablets will provide our drivers with an electronic route sheet with turn by turn directions to ensure the most efficient route. The navigation software will use real time traffic condition to avoid delays and will incorporate safety mechanism that records the height, weight, and length of the truck to ensure overpass and bridges can support our vehicles.

RISE Platform. The new platform will empower our workforce and drive efficiency
PdvConnect

While Republic Services rolls out the RISE platform, we will continue to use our pdvConnect system, a highly stable and reliable method for managing our fleet operations. We have completed extensive testing of alternative devices, and have selected the Sonim XP5 rugged handheld device, running the pdvConnect application. The Sonim XP5 offers the ruggedization and environmental specifications that our industry operations demand, yielding handsets that we can rely on.

We issue all drivers a rugged handheld device equipped with the pdvConnect application each day as they check in for their route. The operations dispatch team then utilizes the pdvConnect desktop application to monitor and communicate with the drivers out on routes throughout the day.

GPS Tracking

Through use of the pdvConnect application or our RISE platform, our driver and truck locations are reported at regular time and distance intervals, providing our operations team with the situational awareness of our fleet during the day.

In addition, we utilize Geo-fencing capabilities, to set geographic boundaries, which trigger alerts and awareness when vehicles cross a defined geo-fence border. This information can assist operations team members with monitoring whether drivers are on pace for completion of their route on time, or if additional support may be required due to unforeseen circumstances.

Dispatch to Driver Communications

The pdvConnect devices also enable two-way communications between the dispatch team and the drivers, in a safe manner. Text messages or voice recorded messages can be sent between the dispatcher and each driver, which can be read or retrieved when the vehicle is stopped at a customer.
12 Minimum Recycling Requirements

Republic proposes to divert from landfilling a minimum of 30% of all solid waste collected throughout the City of Alhambra, keeping the City well above the CalRecycle required per person/per capita target goal of 3.8. However, in accordance with State law Republic will guarantee a minimum 50 per cent per capita diversion.

The minimum recycling requirement will be achieved by implementing a three-container collection system for all residential customers. The City will have an option to choose a three-bin system or a two-bin system as proposed in our response. Republic will utilize our current facilities, our expanding technology, our Zero Waste Team, customer education programs, and transformation to provide the City with the highest diversion possible.

Republic has ensured continued compliance with diversion objectives and guarantees the City will meet or exceed all State mandated regulations required in this RFP: AB 341, AB 827, AB 1826 & SB 1383. Republic commits to ensuring the City meets its overall diversion objectives through the use of the various facilities.

The chart below shows a specific description of Republic’s compliance in the past ten years.

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*2021 Proposed
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Recyclable Material Program

Overview

Republic invests more than $100 million per year in its sustainability initiatives, as a commitment to our BluePlanet™. We are the only solid waste company selected to the prestigious Dow Jones Index for Sustainability in both the North American and World Indices.

Market forces and the lack of proven alternative technology that can achieve State and City diversion goals has drive Republic’s decision to select Option 1. Republic will introduce a three-container system to Alhambra. This system will feature a gray/black container for non-recoverable/residual waste, a green container for organic waste—food waste and/or green waste for those customers generating those materials, and a blue container for recyclable materials, which is the subject of this section.

A stand-out feature of Republic’s program, as touched on in Section 7, is its integrated rate/bundled services approach for its commercial/multi-family customers. This approach will ensure that recyclable and organic materials collection services are not declined by customers due to pricing. For a flat fee driven by the overall amount of waste generated on-premises, customers will enjoy a program designed to optimized resource recovery. Republic’s tailored approach to customers will ensure that all factors are considered and addressed: waste generation, business type/waste stream composition, internal/back-of-house operations, and site and space restrictions.

Having worked in the City for decades, Republic has a well-developed recyclable materials collection program in the City that will expand early in this new contract, and also has brought on board several dozen commercial food waste customers (see Section 14 – Organic Waste Recyclable Program for more information). See Section 7 – Implementation Plan which describes Republic’s general approach to services, and Section 8 which demonstrates Republic’s ability to comply with existing and emergent regulations.

Zero Waste Audit Team and Zero Waste Coordinator

As also touched on in Sections 7 and 8, Republic will deploy its entire internal team of experienced zero waste representatives to assess each commercial/multi-family customer in Alhambra. This effort will commence immediately upon contract execution and will continue through the transition period and into the first quarter beyond the operations start date to ensure the level of personalized attention customers will need to engage with the program and set up all stakeholders for success.

Customer engagement and diversion objectives will be the ongoing focus of Republic’s dedicated Zero Waste Coordinator who will be charged with spending approximately 80 percent of their time in the field working with customers. This approach will assist the City in its move towards zero waste by:

- Significantly increasing recycling participation rates from program outset and improving them over the term of the Agreement through a focused understanding of the operations of prevalent business types to create internal programs that shape external results.
- Ensuring communications, outreach, training, and education regarding zero waste, waste reduction and prevention, reuse, and recycling are easy, not burdensome to enhance diversion and create a highly sustainable program. Republic will support its customers in making logistical decisions concerning management of discarded materials from the time
its Agreement is signed with the City through the entire term achieve and sustain program momentum and results.

**Consideration of Alhambra Customers**

Republic is aware of the struggles California businesses are experiencing during this pandemic, and therefore zero waste assessments will be managed in a way that customer operations are not disrupted. When appropriate and to the greatest extent possible, meetings will be scheduled in advance to ensure appropriate personnel are available to review findings. Zero Waste Representatives will clearly state the reason for site assessments and communicate the importance of participation by all. Assessment findings will be permanently attached to the customer’s file for periodic review.

Republic will help customers see assessments and proposed programs as an opportunity to identify efficiencies, generate potential cost savings, and help green themselves.

**Service Delivery Teams**

Ongoing, our dedicated Zero Waste Coordinator will interact daily with customers, drivers, and the Route Supervisors to facilitate movement toward greater diversion. Initial assessments will benchmark account diversion and help to verify customer account data. Regular monitoring and scheduled follow-up auditing will provide the data to guide all Republic employees directly involved in service delivery to continually monitor for contamination and evaluate opportunities for further diversion.

**Case Management Approach**

Republic’s Zero Waste Coordinator will take a case management approach to monitoring. Individual customer accounts will be reviewed regularly to check progress, keep customers engaged, and identify additional opportunities to create greater diversion. This highly collaborative approach will ensure early detection of trends, unique service requirements are noted and addressed, and that progress is systematically monitored and reported so that continuous diversion progress is achieved.

**Priority of Outreach and Technical Assistance**

Republic will provide ongoing outreach and technical assistance based on the following scale of priorities, which will help direct the effort to increase recycling:

1. **Non-Recyclers**
   - Republic will always focus first on businesses that either reject or do not utilize the resource recovery programs available to them.

2. **Business Size**
   - Moderate to high volume generators will be targeted to ensure those customers optimize recycling early and throughout the Agreement term. Large businesses and key accounts are already identified in Republic’s customer management system and will be continuously monitored because of their ability to make a diversion difference and set an example for other businesses to follow.

3. **Expansion Opportunities**
   - Republic will introduce new recycling opportunities for businesses already doing a good job with their baseline recycling services. Additional opportunities may include identifying
markets for atypical materials and establishing new diversion programs or introducing organics collection.

4. Optimize Current Recyclers

Accounts that are currently taking advantage of recycling program with low contamination will be flagged for maintenance. Periodic assessments may identify new materials entering their waste streams which will trigger corresponding program enhancements. These businesses may qualify to become recycling champions, and their experience will be documented and publicized, and their case studies shared with other similar businesses.

Early Contact with Customers

Commercial generators are more receptive to recycling programs when two elements are present:

- the opportunity to save money; and
- when the program is easy to use, so that staff time to manage waste is not increased.

Zero Waste Representatives will emphasize these points during initial assessments with each business. Outreach materials will be combined in a manner that addresses the business customer need, and will be submitted to business customers during our review and audit process for each commercial business that wishes to participate or in a subsequent mailing.

Public education and outreach materials will be mailed if personal contact cannot be made between Republic and business managers during the initial assessment process.

Republic will provide commercial technical assistance including meeting with all employers, educating staff and personnel on the programs and maximizing diversion, providing educational materials, completing the required reporting and meeting with the City. The following areas are a priority for Republic in order to meet Alhambra’s needs for reporting and regulatory compliance:

Outreach and Education

Republic will conduct outreach activities to inform the affected commercial generators of the mandatory recycling requirements and educate commercial generators about recycling opportunities available to them.

Monitoring

Republic will review lists of affected generators to ensure they are subscribing to and participating in the commercial all available, necessary programs. We will also identify and notify businesses that are not in compliance, as well as provide the proper technical assistance to ensure they have recycling and comply with the ordinance. All customer interactions and results will be tracked in Salesforce, as previously stated.

Reporting

Republic will report on progress implementing the commercial recycling programs, including outreach, education, and monitoring efforts. This reporting will include the activities to educate businesses on the mandatory requirements, as well as any necessary actions taken to bring customers into compliance with regulations.

Enforcement

Republic will identify businesses that are out of compliance and provide technical assistance efforts to recycle. If the business chooses not to comply, Republic will work with the City to
develop appropriate solutions and potential enforcement to maintain and increase diversion and compliance over the contract term.

**Recyclable Materials Container Choices**

At collection points, Republic will standardize container types for the majority of customers in order to increase the efficiency and expediency of container deployment and/or redistribution, as well as streamline maintenance and inventory activities—all for the good of the customer—keeping rates low and aesthetic appeal high. The chart below indicates the standard container types to be used for this contract.

Please note that commercial customers who need a smaller size container due to waste generation rates or space constraints will be offered 96-gallon carts (for any material stream), and those customers will typically be blended into residential routes for efficiency. If the customer requires even smaller containers, Republic will accommodate the customer by offering smaller size carts.

The diagram below depicts the types of containers proposed. Republic has extensive local experience working with each type and manufacturer of container specified. Republic has selected these containers based on quality, track record of timely deliveries, manufacturer warranty, and the ability to easily clean. As relayed in Section 8, all containers and labeling will be SB 1383 compliant.

- Small commercial generators
- Recyclable Materials
- Sizes: 96-g default, 64- and 32-g also available.
- Color: Blue – SB 1383 color and labeling conformance.
- Standard – Metal
- Noise-Sensitive – Plastic
- 1-8 CY standard; >4 CY for food waste.
- SB 1383 color and labeling conformance.

As shown, in certain circumstances where space is a strong consideration and the business is a small generator, a split container may be assigned to the customer. This is a highly customized application that is rarely seen in the solid waste services industry that Republic would like to discuss with the City and negotiate pricing options if the City is interested in offering this option.
Recyclable Materials Accepted

- Aluminum Cans
- Plastic bottles
- Newspapers
- Cereal boxes
- Paper bags
- Magazines
- Plastic milk containers
- Tin Cans
- Mixed Paper
- Cardboard boxes
- Glass bottles/jars (any color)
- Telephone books
- Juice cans
- Junk mail
- Any similar items

Republic's Materials Marketing Group

Republic’s Materials Marketing Group (MMG) brings significant value to the City through the leveraging of the nearly five million tons of commodities Republic typically moves annually. MMG is a Republic Services corporate function, meaning that any/all tons processed through the Republic’s facilities are marketed and sold through MMG. The MMG is headed by a Director overseeing three managers with responsibilities tied to each of Republic’s three regions nationwide.

Republic leverages the millions of tons it manages each year on a global level, which is a tremendous advantage for each city Republic serves since their tons are part of a much larger pool of volume.

Republic has very strong relationships with both foreign and domestic markets, and is able to move tons during market downturns as well as in up-cycles. The Company demands a market premium and is known for the quality of its materials and well-run facilities.

Each commodity end market is cyclical. As market pricing fluctuates, the MMG Manager will sell under individual contracts or purchase orders for one-time deliveries over a short period of time, or under longer term contracts with specific tonnage goals per time period, depending on the market forecast. MMG Managers and the Director are in daily communication with global end markets, understanding where pricing is at, and how it is trending. As pricing moves, so does overall demand, which can drive materials movement. MMG Managers are required to understand the complexities of materials marketing which can impact movement, such as steamship schedules, vessel space constraints, and container availability. Also, many factors vary seasonally. Material is sold on a bi-weekly or monthly basis, depending upon market conditions. Republic partners with only reputable end market partners, with whom Republic has been fostering relationships with for decades. These global partnerships allow Republic to maintain market premiums for material as well as consistent movement.

Recycling Facilities: CVT Regional Materials Recovery Center

Please also see Section 6 – Facilities. Permitted to process 6,000 tons of materials per day, CVT is one of the largest facilities by volume in North America, and Alhambra recyclable materials will be processed there. Located in the heart of Orange County, the state-of-the-art MRF sites on a 35-acre campus that encompasses 240,000 square feet, of which 160,000 is dedicated to the processing facility. CVT serves Orange, Los Angeles, and San Bernardino counties.

On average, 4,800 tons of materials, primarily captured through Republic’s collection companies, are processed each day. The system features a highly automated monitoring system, optical sorting technology, a completely automated storage and baling system, and
an Eco Center to help educate stakeholders and school groups—giving them a frontline view of what happens to the materials they discard.

**Diversion**

Republic's approach—including the upfront deployment of its team of Zero Waste Representatives to create high diversion with low contamination of blue cart/recyclable materials is proven. Source separated recyclable materials command higher pricing in stable markets and in down markets, still move and are recycled. Commodity values are further enhanced through the support of Republic's Materials Marketing Division. Clean materials which command higher pricing have the effect of stabilizing customer rates. Please see Section 12 - Minimum Recycling Requirements to view Republic's minimum commitment.

**Sample Collateral Materials**

The RFP requests sample collateral materials used in similar programs. Because the current Recyclable Material Program in Alhambra must be refreshed, expanded, and be brought into compliance with SB 1383, the City and Republic may opt to utilize for blue container/recyclable materials outreach materials similar to those presented here and they will be provided in English, Spanish and Mandarin as specified in this RFP.
Sample Materials

**IT'S TIME TO RECYCLE**

**AT YOUR APARTMENT**
CLEAN AND FULLY EMPTIED ITEMS

- *Labels, bottles & containers*
- *Glass bottles & containers*
- *Metal, cans & steel*
- *Plastic & flexible plastic*
- *Paper & paper products*
- *Mixed recyclables*
- *Glass & glass containers*
- *Food & beverage containers*

**800-299-4898**

---

**IT'S TIME TO RECYCLE**

**AT YOUR RESTAURANT**
CLEAN AND FULLY EMPTIED ITEMS

- *Labels, bottles & containers*
- *Glass bottles & containers*
- *Metal, cans & steel*
- *Plastic & flexible plastic*
- *Paper & paper products*
- *Mixed recyclables*
- *Glass & glass containers*
- *Food & beverage containers*

**800-299-4898**

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**IT'S TIME TO RECYCLE**

**AT YOUR WAREHOUSE OR SHIPPING DEPT**
CLEAN AND FULLY EMPTIED ITEMS

- *Labels, bottles & containers*
- *Glass bottles & containers*
- *Metal, cans & steel*
- *Plastic & flexible plastic*
- *Paper & paper products*
- *Mixed recyclables*
- *Glass & glass containers*
- *Food & beverage containers*

**800-299-4898**

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**IT'S TIME TO RECYCLE**

**AT YOUR FARM, NURSERY, OR AG BUSINESS**
CLEAN AND FULLY EMPTIED ITEMS

- *Labels, bottles & containers*
- *Glass bottles & containers*
- *Metal, cans & steel*
- *Plastic & flexible plastic*
- *Paper & paper products*
- *Mixed recyclables*
- *Glass & glass containers*
- *Food & beverage containers*

**800-299-4898**
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Organic Waste Recycling Program

Last year Republic was named to the North American and World Dow Jones Sustainability Indices for the fourth consecutive year, as well as the CDP Climate A-List.

Republic sees the extraction and diversion of organic waste from the disposed waste stream not only as a mandate, but as an opportunity. The same diligent approach Republic has taken to identify and deploy other resources, such as the investments it has made in information technology and collection vehicle design described earlier in this proposal, is being taken with the technology solutions Republic is using and investigating to responsibly manage the organic materials it collects.

Throughout the country, Republic is investing in innovative, appropriate organics management infrastructure to be able to benefit from this opportunity. The nationwide effort to investigate organics processing technologies and implement the best solutions is led by Christopher Seney, who brings 20 years of organics leadership experience to his role at Republic. His abbreviated biography is included in Section 5.

Republic’s compost facilities use a natural biological process to transform yard and food waste into compost. Republic has 11 compost facilities across five states, with a total of 85 employees. A twelfth facility, in Ohio, is scheduled to open in the summer of 2020. Many of these composting facilities are technologically advanced, using mechanical aeration to speed up the biological process and reduce odors and emissions. Some Air Districts in California already require compost facilities to demonstrate their operations generate low levels of volatile organic compounds (VOC) and toxins. Republic believes the need for technologically advanced composting will continue into the future.

In 2019, Republic processed 1.7 billion pounds of organic waste at its organics processing facilities and created nearly 300,000 tons of nutrient-rich compost.

There is no better place than California to test and refine Republic organics management innovations. In 2008 California introduced its groundbreaking Climate Change Strategy when the Air Resources Board took early action to regulate landfill emissions and collaborate with CalRecycle to establish new recycling targets.

From this effort came a suite of regulations as partially spoken to in Section 8, culminating in SB 1383, which cleans up prior legislation and takes a prescriptive approach to the management of organic waste as part of a much larger plan to reduce greenhouse gas emissions to 40 percent below 1990 levels by 2030. CalRecycle actions are also beginning to align with the enforcement agency it planned itself to become. California jurisdictions are mandated to reduce landfilling of organic materials 75 percent by 2025—less than four years from now. Republic’s own sustainability plan target date syncs with the state’s Climate Change Strategy.
Republic is the first U.S. recycling and solid waste services provider to have its emissions reduction target approved by the Science Based Targets initiative.

**A Comprehensive Organics Management Approach**

Prior to describing Republic's physical processing infrastructure, it is important to note that that organic materials, be they source separated food waste, green waste, or food and green waste combined, do not magically appear at a processing facility. It takes rolling stock—the right containers and collection vehicles; it takes people and systems—to work directly with customers supplying outreach and education; it takes the dedicated collection personnel—identified in Section 17 for Alhambra; and it takes a network of properly permitted transfer stations to get the material out of the discarded waste stream and to processing facilities in the first place. All these elements are described in other parts of this proposal but are very much a part of Republic's approach to effective and proper organics management.

Once the material shows up to be processed, methods must align to state regulations to enable the materials to be counted toward diversion goals, and equipment and methods must be proven and reliable.

To satisfy SB 1383 regulations, ahead of all of this, a food rescue program must be developed and in place to route consumable food away from the solid waste collection system entirely and redistributed to humans for its intended purpose. Republic’s proven approach to food recovery is outlined in Section 15.

**Southern California Organics Processing Infrastructure**

Republic has developed and implemented a network of organics processing sites utilizing a variety of technologies which are designed to sync with the organic materials streams we collect and meet all current and emergent organics diversion regulations and air quality standards.

In California Republic has developed six of its own organics processing facilities of varying scale and type, three situated in Northern California, and three in Southern part of the state. Additionally, Republic has also secured third party capacity at various other fully permitted compost facilities. The three Republic-owned composting facilities in Southern California are located in Chino—which features the advanced aerated static pile technology previously described, Oceanside—which features traditional composting technology, and in the San Diego area located at Republic’s Otay Landfill—which is home to a research project centered on the Gore™ system covered windrow technology.

This video provides a good overview of Republic’s Southern California approach and infrastructure for the management of organic material:

https://vimeo.com/fervor/review/355645638/fa64da5562

**Preprocessing**

Clean source separated food waste materials generated in Alhambra will be processed utilizing two facilities. Waste Management’s WTR facility, that will transfer the material to an anaerobic digestor and our CVT facility in Anaheim. There, as shown in the above-referenced video, CVT has in place a robust organics pre-processing system which utilizes the Mega Thor Turbo Separator. The Thor is capable of processing 20 tons per hour of organic waste, separating out 99 percent of contaminants.
The depackaged and contaminant-free organic material is pulverized into a thick slurry. This material may be utilized as an input to a wet anaerobic digester, however, currently Republic is hauling it to one of its Southern California composting sites named in Section 6 and blending it with ground material and putting it up into aerated static piles that utilize either negative or positive air technology to safely produce compost and other products that meet specific standards, which vary depending upon product specifications.

The following image represents Republic’s pre-processing system featuring the Thor separator, which is featured in blue.

The input materials, which typically, even with best efforts, has a contamination rate of between 5 and 15 percent, are shown at left. The images to the right show the depackaged slurry and the residual contaminants.
Processing

Republic will direct Alhambra materials to the composting facilities listed in Section 6 of this proposal, which include Agromin – Chino, and a third-party processor Kochergan. To avoid redundancy, please see that section.

Other Republic-owned Southern California facilities not listed in that section, namely Agromin – Oceanside, and our Otay Organics Facility provide bench depth and can be used as backup/contingency processing operations. Republic has an organics research project at its Otay facility that features Gore® covered composting technology. More information on this technology may be found at [https://www.gore.com/](https://www.gore.com/)

Agromin – Oceanside is a simple open windrow composting facility which accepts green and food waste. Republic is also exploring anaerobic digestion in partnership with Anaergia and committing feedstock to that plant which will be located in Rialto.

Additional Information: Otay Organics Facility

The compost facility at our Otay Landfill in Chula Vista, California, recycles yard and food waste utilizing Gore® technology that reduces emissions, odors and water usage, and is completely off the grid. Gore employs an aeration system that introduces air into the compost piles in conjunction with a cover technology that requires little energy consumption and traps odors, dust and emissions. The operation is solar-powered and uses a photo voltaic power system with battery backup. Fans are utilized to aerate the compost piles and maintain aerobic conditions in the piles. The Otay compost facility is sustainable and expandable due to our technologically advanced approach.

Additional Information: Anaergia’s Rialto Bioenergy Facility (RBF)

The RBF will help address two pressing waste management issues in Southern California: food waste diversion from landfills and biosolids management. The RBF will convert 700 tons per day of food waste and 300 tons per day of biosolids into renewable natural gas, renewable electricity, and Class A organic fertilizer. When construction is completed in 2020, it will be the largest food waste diversion and energy recovery facility in North America.

The Rialto Bioenergy Facility will provide the Southern California region with a more efficient, local solution for the diversion of 300,000 tons of organic waste per year. Using Anaergia’s advanced anaerobic digestion technology to extract energy from the organic material, this facility will produce the equivalent of 13 megawatts of clean energy per year. The net carbon dioxide emissions reduction will be approximately 220,000 metric tons annually, which is the equivalent of taking 47,500 cars off the road.
Regional Contingency Organics Processing Capacity

Republic has also recently developed a composting site at its Copper Mountain Landfill in Welton Arizona, permitted to accept 60,000 tons per year of green and food waste. This facility is open and accepting materials and serves as contingency processing capacity in case of any unforeseen event or disaster, and brings added assurance to the City its organics have a home for the life of the subject Agreement and beyond.

Residential Organics Collection

For residential customers, Republic will add one more truck to each route to collect organic materials. Residents will be provided with a 64-gallon or 96-gallon green cart to place their organic materials. Residents will not be required to place their food waste in bags but may choose to do so.

Republic will supply and make available a sufficient number of kitchen pails for residents to purchase. These pails' benefits include the inaccessibility to insects and reduce or eliminate odors, making source separation more convenient.

Commercial and Multi-Family Organics Collection

In order to maximize customer participation and material diversion, it is essential to implement a thoughtful and carefully executed approach that focuses on providing all customers with the tools, resources, and onsite assistance necessary to ensure a successful collection program—both initially and throughout the term of the Agreement.

Commercial/MFD organics customers will be provided with organics containers which are either 64- or 96-gallon carts or 1 or 2-cubic yard containers. The type of collection vehicle to service each account (see Section 11) will be driven by the type of container selected. Containers will be selected based on projected generation rates for organic materials, space and safety considerations, and customer preferences—including, in many cases, the customer’s back-of-house operations.

Food Scrap Collection Containers

Effective January 1, 2019, California State Law AB 1826: Mandatory Organics Recycling, requires commercial businesses that generate 4 cubic yards or more of trash per week to have a food recycling program.

64-GALLON CONTAINER

Dimensions
Height: 42 3/8 inches
Width: 25 1/8 inches
Depth: 29 1/2 inches

2-YARD CONTAINER

Dimensions
Height: 3 feet 10 inches
Width: 6 feet 10 inches
Depth: 3 feet 4 inches

Initial Site Visits and Assessments

Republic’s experienced and dedicated zero waste representative will be sure to target businesses that generate a high volume of organics material from the outset to generate an
immediate spike in diversion for Alhambra, and will work in phases to maximize business participation and recycling performance. In preparing this proposal, we reviewed the service levels and business sectors for all businesses and highlighted those businesses that fall within the selected high-volume organics generator categories to ensure sufficient resources are deployed to these types of customers.

Businesses will receive an introductory letter describing the organics program, state regulations, and need for compliance/implementation two weeks prior to Republic's onsite visit. Republic has found that providing two weeks' notice allows businesses to prepare for our visit and increases their willingness to discuss new service offerings.

During this initial site visit, our zero waste representative will recommend an organics collection service level and formalize next steps for cart or container delivery and service implementation. When performing the site visit, the zero waste representative will assess businesses on a case-by-case basis to create an individualized program that is tailored to each business. The representative will use an audit form which allows for an easy way to accumulate all data from site visits and provides a brief summary report that can be provided to the customer.

For sit-down restaurants, outreach staff will focus on back-of-house collection and help train kitchen staff, bussers, and dishwasher staff to place materials in the correct container.

For cafeterias, and fast food style restaurants, we will address both back-of-house and front-of-house collection to see if there are opportunities for adding proper signage or additional containers, as well as if the business could use compostable products to help prevent contamination. For each type of business, a phased-in approach would begin with:

1. Implementing back-of-house recycling first to establish a successful program; and
2. Adding front-of-house food scraps and approved compostable paper products when the restaurant is able to manage collection of clean materials.

Following up with onsite business contacts in a timely manner is essential when launching a new collection service. Republic proposes sending a follow-up email or letter to the business confirming food scraps service levels, delivery dates for new containers, and dates for staff training (preferably coinciding with the cart or container delivery date). After the containers are delivered and all trainings have been performed, the zero waste representative will perform weekly site visits for the first month of service, monitoring the organics container to confirm the business is maximizing their diversion of food scraps with minimal contamination.

The Republic zero waste coordinator will then follow up with the business manager one month after the initial site visit to review progress and provide additional educational support or resources as needed, including photos of contamination if applicable.

**Ongoing Support**

Republic recognizes that to maintain a successful organics collection program, it is essential to provide ongoing feedback and assistance. Therefore, Republic will contact commercial organics participants annually thereafter or as needed to address staff turnover and provide educational refreshers.

Republic's proposed approach to educating and assisting business customers will involve a combination of onsite technical assistance and staff training, annual customer follow-up, and on-call customer assistance based on customer email or phone requests. We will also use collection drivers' notes on contamination levels to identify potential training opportunities and provide businesses easy tips and pointers to reduce contamination.
We will also develop tailored educational tools and resources by business type based on existing templates for front-of-house and back-of-house collection stations that can be customized by businesses. All outreach materials will be readily accessible on Republic’s website, which will also include an interactive diversion calculator that allows businesses to calculate diversion rates, their greenhouse gas reductions, and cost savings. Businesses can use these statistics to engage and motivate employees and for promotion. They will be encouraged to include this information in quarterly newsletters, on their website, and in other communication channels.

Organics educational materials will highlight specific materials accepted in the program, such as clean food scraps, green waste, approved compostable paper products including cutlery and service-ware. Sample educational materials are provided at the conclusion of this section.

**Monitoring Diversion and Reporting**

Republic is committed to providing innovative programs and technical assistance in order to increase diversion and meet the statewide goal. Part of the continual oversight and management will be to monitor how the program is working and remain nimble and open to changing the outreach plan in order to hit target diversion.

There are a number of steps that go into monitoring a program, starting with understanding the community being served and the dynamics that come into play, and continually evaluating where the diversion numbers are, what is working, what is not, and what additional steps should be considered to keep the diversion meter moving forward.

Program data points are derived through visiting businesses, performing characterizations or visual audits of containers to assess contamination and participation levels, talking with drivers who are on the route each day to learn about any gaps in the program, reviewing account notes and commodity tonnage, and aggregating all these pieces. Data is captured using the resources described in Section 7. Evaluation of all data and information is critical to understanding diversion and customer progress and identifying opportunities to improve each individual program.

Reporting is a priority for Republic as described throughout this proposal. We work closely with our communities to effectively provide accurate and reliable data. We will integrate collected data into a report form that is acceptable to the City. Reports prepared for the City will follow the parameters set in the *Franchise Agreement*. More information on reporting is included in Section 8.

**Organic Materials Accepted**

As noted in the draft Agreement, Exhibit 9, these proposed materials may be amended from time to time.
Accepted Items
- Fruit
- Vegetables
- Bread, cheese & pastries
- Pasta, grains, rice & beans
- Meat, poultry, seafood & shellfish
- Bones & Eggs
- Yard & Garden Waste

Items NOT Accepted
- Garbage
- Plastic Bags & Film
- Cans & glass
- Oil & grease
- Packaging & Cardboard
- Paper plates
- Paper cups & utensils
Collateral Material Examples

Food Waste Recycling

Recyclable

- Fruit
- Vegetables
- Bread, Cheese & Pastries
- Pastas, Grains, Rice & Beans
- Bones & Eggs
- Meat, Poultry, Seafood & Shellfish
- Yard/Garden Waste

NOT Recyclable

- Garbage
- Plastic bags & Film
- Coca
- Oil & Grease
- Glass
- Packaging & Cardboard
- Paper or Biodegradable Plates, Cups & Utensils

Black Plastic Bags & Film
Clear plastic bags are acceptable; must be able to see contents in bag.

For more information on recyclables, visit
RepublicServices.com

We'll handle it from here™
Mandatory Recycling

The law states:

To conserve dwindling landfill space and natural resources, California adopted Assembly Bill 341 which sets a statewide recycling goal for 75% and mandates recycling in the commercial sector. Effective July 1, 2012, businesses that produce at least 4 cubic yards of trash a week must participate in recycling through one of the following:

- Subscribe to a commercial recycling service
- Subscribe to a commercial waste management services
- Use on-site waste processing facility that diverts recyclables
- Sell and/or purchase hazardous waste
- Use hazardous waste management services
- Use hazardous waste management services

Republic Services is a leading provider of recycling and waste management services.

Republic Services Partners with Food Finders

Good food doesn’t belong in the trash. But sadly, it often ends up there. At restaurants where a menu specialty diet and well-balanced with the number of desserts. Soup, or spicy, store-lasting, stock steel walls.

Food Finders is a nonprofit food rescue organization that serves to eliminate hunger and food waste, while improving nutrition throughout Los Angeles and Orange counties. If your business is interested in donating food through the partnership or if you have questions about meeting the mandatory commercial organics recycling requirements (AB 1838), contact Republic Services, at 562-347-0000.

Commercial Recycling Service

For Businesses and Multi-Family Units

商業回收服務

針對企業和多戶住宅

800-299-4898

Republic Services California, Inc.
What Items are Recyclable?

Organics Recycling
Phase 2, January 1, 2017

Republic Services is proud to offer the following services to help your business comply with AB 1826:

Waste Audits - Republic Services staff can conduct a waste audit to determine your organization's recycling needs.

Educational Program and Material - Republic Services can develop and implement a program to suit your needs.

Program Compliance - Republic Services is here to help you meet the new mandated commercial organic waste requirements. Experienced staff can conduct a waste audit to determine your organization's recycling needs.

Republic Services is proud to offer a wide range of options, including:

Glass

Metal

Plastic

Paper

Recycling Container:

As your commercial customer for waste collection, you can call for a recycling container for your business by calling (800) 335-4686.

What Items are Organic?

Commercial Organic Waste

January 1, 2017

Republic Services is proud to offer the following services to help your business comply with AB 1826:

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Metal

Plastic

Paper

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Metal

Plastic

Paper

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What Items are Organic?

Commercial Organic Waste

January 1, 2017

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Program Compliance - Republic Services is here to help you meet the new mandated commercial organic waste requirements. Experienced staff can conduct a waste audit to determine your organization's recycling needs.

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Glass

Metal

Plastic

Paper

Recycling Container:

As your commercial customer for waste collection, you can call for a recycling container for your business by calling (800) 335-4686.
What Items are Recyclable?

Commercial ORGANICS RECYCLING
Phase 2: January 1, 2017

State law (AB 1820) requires businesses and apartment complexes that generate a certain amount of organic waste to arrange for organic waste recycling. The following chart shows Phase 2 & 3 of the state mandated implementation schedule.

<table>
<thead>
<tr>
<th>Date</th>
<th>Generated Organic Waste</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1, 2017</td>
<td>4 cubic yards or more of organic waste per week</td>
</tr>
<tr>
<td>January 1, 2019</td>
<td>4 cubic yards or more of solid waste per week</td>
</tr>
</tbody>
</table>

*Organic waste is not required to have a food waste diversion program.

Republic Services is proud to offer the following services to help your business comply with AB 1820:

- **Waste Audits**: Republic Services can audit your waste flows to determine your waste diversion needs.
- **Educational Program and Material**: Republic Services can develop and implement educational programs to promote waste diversion.
- **Program Compliance**: Republic Services can help you meet the new mandatory commercial organic waste requirements.

What Items are Organic?

- Garden Waste
- Fruits
- Vegetables
- Pasta, Grains, Rice & Beans
- Eggs
- Bread, Cheese & Pastries

Recycling Container:

As our commercial customer for trash collection, you can call for a recycling container for your business by calling (800) 295-4964.
Start Composting
Your Food Scraps Today!

It's easy! Simply add your food scraps with your yard debris. No changes will occur with your normal yard debris collection day.

**Step 1**
Place your compost pail in a convenient location in your kitchen.

**Step 2**
Toss all food scraps and plate scrapings into your compost pail.

**Step 3**
Empty your pail into your yard debris cart, along with your yard debris.

**What you CAN put in your yard debris cart:**
- Meat
- Place Scrapings
- Bones
- Dairy
- Baked Goods
- Kitchen Trimmings
- Fruits & Vegetables
- Grains, Seeds & Beans
- Coffee Grounds & Filters
- Yard Debris: Grass, Leaves, Tree Trimmings and Brush

**What you CANNOT put in your yard debris cart:**
- Plastic & produce bags
- Produce stickers
- Paper napkins/paper towels
- Pizza boxes
- Compostable plastics
- Paper plates & cups
- Wrappers & packaging
- Pet waste/diapers
- Grease/oil
- Metal/glass
- Corks

**Please call 800.299.4898 for more information.**
Helpful Tips

Compost Pail
- Empty your pail into your yard debris cart frequently.
- Sprinkle baking soda at the bottom of your pail.
- Drain excess liquids down the sink.
- Clean your compost pail regularly in the dishwasher or by hand.
- Shut the lid of your pail and cart when not in use.

Yard Debris Cart
- Clean your yard debris cart regularly.
- Maintain a good mix of yard debris and food scraps in your cart, if possible.
- Store containers in a shady area.
- Even if your yard debris cart isn't very full, be sure to bring it to the curb every collection day.

Reduce Food Waste
It is estimated that a quarter of what goes in our landfill is wasted food. Consider these simple steps to help reduce your food waste and save money along the way.
- Shop Smarter - use what you have and buy only what you need.
- Prep Now, Eat Later - prep your food right when you get home from the store.
- Storage - reorganize your fridge every so often and store veggies in a clear container for easy viewing.
- Eat First - use the Eat First sign included with your kitchen pail and attach to a small basket to store in your fridge. Put food in there that needs your attention sooner than later.
- Compost - if there is still food waste, compost it in your yard debris cart.
- Take the Rethink Food Waste Challenge at rethinkwasteproject.org/foodwaste and get additional tips on how to reduce your waste.

To purchase a pail, please stop by our Alhambra office or contact Customer Service Department at 800.299.4898

Help us keep contaminants out and only include the materials in this list.

Composting food reduces waste and will be processed into nutrient-rich compost.

Please call 800.299.4898 for more information or questions about the Residential Food Waste Collection Program.

RETHINK FOOD WASTE
a project of the environmental center

© 2019 Republic Services
15 Food Recovery Assistance

We provide an innovative combination of programs and services for Alhambra customers.

Food Recovery and Donation Program

Republic has six food recovery partnerships in Los Angeles and Orange Counties, which has diverted over 1 million pounds of food, over 1.3 million meals, since 2017. Republic is fully prepared to engage with Alhambra businesses to bring this new and exciting diversion strategy to them.

Food recovery programs identify and intercept surplus edible food supplies from being landfilled, redirecting it to local food pantries and people in need. Republic will continue cultivating the dynamic relationship and strategic partnerships with Food Finders, local food banks, faith-based organizations, and other non-profit food rescue partners within the City of Alhambra that collect surplus food from grocery stores, farmers markets, school lunch providers and other food retailers to pick up and deliver high-quality surplus food to local pantries, churches and other 501c3 organizations.

Republic’s Los Angeles area food recovery program is well documented in this video: 
https://vimeo.com/fervor/review/355645566/4e640a134e

With SB 1383 legislation earmarking food recovery as a required diversion strategy, Republic is fully prepared to assist the City of Alhambra with practices and procedures that have proven results.

It is important to note that SB 1383 regulations are expected to be formally adopted in November 2020. CalRecycle has stated it will be releasing a suite of support tools for management of SB 1383, including in association with edible food recovery. Republic, through its Government Relations Manager, closely follows all regulatory developments and will glean and incorporate best practices as needed.

Republic Services employees volunteering 300 hours to local food banks as part of company Committed to Serve Initiative.
A Dedicated Program for the City of Alhambra

Republic is energized to create a City-wide food recovery program in the City of Alhambra that not only helps collect edible food from local business but redirects the food back into the Alhambra community to serve local Alhambra residents and families in need. Republic's partnership with Food Finders ensures that a greater network of local churches, faith-based organizations, and non-profits in Alhambra are educated on how to join the local food recovery network to receive food for distribution to Alhambra seniors, students, and children facing food insecurity. Furthermore, the proposed food recovery program expands access for all food-waste generating businesses to fully comply with SB 1383 food recovery requirements.

Food Finders

Food Finders is a 501(c)3 food rescue organization that connects donated perishable food to hundreds of nonprofit pantries and shelters throughout Southern California in order to reduce hunger and food waste. Through Republic's partnership with Food Finders:

1. Businesses that donate food with be guarded and protected from liability.
2. Residents will be provided food that is managed with the safe handling protocols as prescribed by the health department.
3. Local pantries and faith-based organizations will be educated on how to participate in the food recovery network so that they in turn may serve the greater Alhambra community.
4. The City of Alhambra will receive all third-party food recovery data and tonnages that is collected through the program.

Republic is committed to supporting the efforts of Food Finders to collect edible food and understands that a successful food recovery program has operational and administrative costs.

To assist Food Finders with these costs, Republic will provide a per-pound-cent reimbursement on new food collected in the City of Alhambra, in addition to supporting the organizations with their annual fundraising events.
Collection Vehicle

Light years ahead of the trend, Republic sponsored a refrigerated vehicle to be used by Food Finders for the safe transportation of edible food. The vehicle is currently in use and dedicated to collecting food from Republic municipal franchise partners and customers who have edible food.

Alhambra businesses have assured food recovery transportation, keeping all donations in safe handling temperatures for redistribution.

Identifying Edible Food Generators

Potential generators for the food recovery program will be identified during outreach site visits performed by our Zero Waste Coordinator. During these site visits, a Digital Waste Assessment Tool using an iPad, proprietarily designed by Republic Services, will capture all CalRecycle data for AB 1826 and SB 1383 reporting. The Digital Waste Assessment Tool will calculate the customer's service levels, compute potential food waste volume, track potential edible food generators as Tier 1 or Tier 2, collect data on existing food recovery programs, and capture estimated amounts of pounds diverted.

When a candidate is identified as an edible food generator, the Zero Waste Coordinator will serve as liaison to the food rescue partners in helping connect with the food generator.
Complying with SB 1383

SB 1383, Short-Lived Climate Pollutants (SLCP): Organic Waste Methane Emissions Reductions is the State’s most ambitious organic waste diversion mandate to reduce greenhouse gas emissions by reducing organic waste disposal in landfills.

SB 1383 Section 18991.1. Jurisdiction Edible Food Recovery Program

Republic and its food recovery partners will fulfill the jurisdiction’s SB 1383 Section 18991.1 requirements of:

- Educating commercial edible food generators through print, electronic, media, and in-person activities such as meetings and waste assessments on the food recovery program. Coordinating meetings between food pantries and edible food generators.
- Monitoring edible food generators compliance and reporting changes in their participation.
- Funding the program through a cents-per-pound reimbursement on new food collected through the program from local businesses and distributed to people, along with sponsorships that support the food recovery organizations.

SB 1383 Section 18985.2. Edible Food Recovery Education and Outreach

Through the Republic - Food Finders partnership, the City of Alhambra will have a comprehensive food recovery program and directory of local food bank partners and pantries as required by law. Republic will promote the program through print collateral such as newsletters, brochures, flyers, and billing messages, as well as through electronic media such as a local website, and in-person outreach activities such as meetings, site visits, and waste assessments conducted by the dedicated Zero Waste Coordinator.

Furthermore, Food Finders will assist with education and outreach to Alhambra businesses, including meeting with them one-on-one to develop safe procedures for preparing surplus food for donation, assisting with recording keeping, and ensuring the collection of donated food is running smoothly.
**Tracking Progress**

- Food Finders and Republic will monitor tracking of diverted materials for the City. Donors are provided with reports upon request of the food recovery agency and can work with their accounting departments to claim a tax deduction. Tracking diverted food will also help track the State's progress toward achieving at least 20 percent recovery of discarded edible food.

SB 1383 requires that jurisdictions maintain records of all supporting documents, such as lists of businesses enrolled in the food recovery program, lists of local pantries that collect more than six tons of food per year, food pantry capacity and poundage collected per month, total meals served per month, along with documentation of the jurisdictions actions to increase edible food recovery capacity.

To track the education and outreach reporting requirements of SB 1383, Republic proposes logging all outreach activity such as calls, emails, meetings, enrollments, in the cloud-based customer relationship management tool, Salesforce, and collecting waste assessment data on the Digital Waste Assessment Tool.

To track food recovery data, such as edible food generators participating in the program, poundage collected, meals, recipient agencies receiving the Food Finders will use their food recovery software and app, a cloud-based recordkeeping system that tracks food recovery actions, efforts, metrics, participants and pantries.

Food Finders has existing partnerships with grocery stores, restaurants, distributors, retailers in the region, and will efficiency be able to provide existing food recovery collection data for SB 1383 reporting.
# Republic Services Digital Waste Assessment Tool

## Potential Diversion

<table>
<thead>
<tr>
<th>Wkly Trash Yds</th>
<th>Wkly Rec Yds</th>
<th>Wkly Org Yds</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>0</td>
<td>0</td>
<td>18</td>
</tr>
</tbody>
</table>

Current Diversion Level: 0%

### Material Breakdown

<table>
<thead>
<tr>
<th>Material</th>
<th>% of Stream</th>
<th>Est. Yds Per Week</th>
<th>AB 1826 Exempt</th>
<th>SB 1383 Food Gallons</th>
<th>SB 1383 Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food waste</td>
<td>10%</td>
<td>1.8</td>
<td>FALSE</td>
<td>361.8</td>
<td>Nonexempt &gt;21 gal</td>
</tr>
<tr>
<td>Edible Food</td>
<td>3%</td>
<td>0.54</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OCC</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mixed Recyclables</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cardboard</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Waste</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scrap Metal</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C+O</td>
<td>0%</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>13%</td>
<td>2.34</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- Universal Waste: No
- Electronic Waste: No
- Hazardous Waste: No

Recommended Service level:
Customer should receive 2 cubic yard container for organics

### Conflict Details

- Customer Conflicts: None
- Conflict Comments: 
  - AB 1826 Exemption: No exemption granted
  - AB 341 Exemption: No exemption granted
  - SB 1383 Exemption: No exemption granted
Procurement of Recovered Organic Waste Products

As a leader in the recycling industry, Republic is committed to educating consumers on how and what to recycle — we call it Recycling Simplified.

The proposed text of SB 1383 requires municipalities to procure recovered organic waste products. These products may take the form of renewable natural gas (RNG), compost, and other products. Republic will make compost available to the City to help meet state requirements. Compost will be obtained from Republic’s organics processing facilities (compost sites) and/or Republic’s third-party partners. Republic has a strong network of Company-owned and partner compost production sites located along points between North San Diego County to the Central Valley as described in Section 14.

To comply with SB 1383, an estimated 6,900 tons of organic products must be procured in connection with the Alhambra contract. The proposed text of SB 1383 details a compost conversion rate of 0.58/ton. Based upon this formula, the City of Alhambra will need approximately 4,000 tons per year of compost, to be supplied by Republic. Compost will be distributed free of charge to Alhambra facilities, customers, and schools.
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Employment of Prior Contractor Employees

As the incumbent hauler and a proud service provider to Alhambra for over 25 years, Republic will not need to transition prior contractor’s employees. Our professional drivers have a combined 425 years of experience. The continuity of service afforded by Republic as the City’s current hauler is an important consideration.

Cesar Alvarez has been with Republic Services for 22 years and is a Residential driver.

Juan Bocardo has been with Republic Services for 30 years, he is a Commercial driver.

Esteban Cruz has been with Republic Services for 10 years and is a Roll Off driver.

Adolfo Esquivel has been with Republic Services for 25 years and is a Commercial driver.

Jonathan Gonzalez has been with Republic Services for 4 years and is an Organics driver.

Jose Herrera has been with Republic Services for 30 years, he is a Green Waste driver.

Jesus Huerta, Republic employee for 31 years, a Residential driver & nominated for Driver of the Year.

Benjamin Maldonado has been with Republic Services for 2 years as a Multi-Family Service driver.

Antonio Martinez has been with Republic Services for 31 years and is a Residential driver.

Miguel Montes has been with Republic Services for 30 years and is a Residential driver.

Sergio Murillo has been with Republic Services for 31 years and is a Commercial driver.

Jose Muro has been with Republic Services for 1 year and is a Scout driver.
Alhambra Drivers, continued

Elizar Nunez has been with Republic Services for 13 years and is a Scout driver.

Alberto Ojeda has been with Republic Services for 29 years and is a Residential driver.

Javier Perez has been with Republic Services for 17 years and is a Alley Service driver.

Carlos Prado has been with Republic Services for 29 years and is a Commercial driver.

Sebastian Regalado has been with Republic Services for 30 years and is a Multi-Family Service driver.

Pedro Reynoso has been with Republic Services for 21 years and is a Residential driver.

Julio De Santiago has been with Republic Services for 6 years and is a Residential/Commercial Swing driver.

Manuel De Santiago has been with Republic Services for 2 years and is a Multi-Family Service driver.

Jose Ulloa has been with Republic Services for 31 years and is a Residential driver.
Proposal Enhancements

In addition to our excellent programs, initiatives, employee benefits and diversity inclusion program, Republic has included proposed enhancements that are included in this proposal at no additional charge. Only a committed company with the substantial resources, vision, and talented local team that Republic has can make and keep these commitments and provide a seamless transition that only Republic can offer.

As per RFP requirement in Section 18, the following information applies to all proposed enhancements below:

a. No additional charge to the City or ratepayer.
b. The following programs not required by the RFP.
c. As the incumbent hauler and having served the City for over 25 years, Republic understands what programs can benefit the City and the importance of the downtown beautification and community involvement. No additional service requirements or rate adjustments are needed to perform these enhancements.

Downtown Beautification Program

Republic will offer a quarterly cleanup for the City's downtown enclosures, usually maintained by the City or owned by the City. This will consist of pressure washing all the trash enclosures on a quarterly basis, removing any grease and overflow to ensure the downtown business area is clean and debris free. By conducting this service at no additional charge to the business owner, the quarterly cleanings will also help provide odor abatement and enhanced vector control.

Republic will additionally partner with the Alhambra Downtown Business Association to host free semi-annual on-site workshops for all commercial businesses. Workshop presenters will come equipped with updated collateral materials, website, and social media channels to reflect the new mandatory compliance programs and ensure that downtown businesses become Alhambra recycling leaders. Republic will recognize these recycling leaders via its quarterly newsletter outreach as well as in-person at the businesses establishments who are showing leadership in the recycling programs. Republic believes that a collaborative outreach effort with the Downtown Association will ensure the best compliance results and create a sense of pride amongst its members for showcasing their best practices.

Annual Scholarships

Each year of the contract, Republic will offer five scholarships of $1,000 annually to college-bound seniors attending any high school located in Alhambra. To apply, students must submit an essay on an environmental theme that Republic will provide to them via social media, newsletters and via City's website. Republic will partner with the City to identify members of the community to review scholarship applications and make recommendations.

Annual Reporting (EAR)

On an annual basis, jurisdictions submit a report which describes the progress a jurisdiction has made in achieving the requirements of the Integrated Waste Management Act, (AB 939) and the Per Capita Disposal Measurement. The annual report includes the numbers used to calculate a per capita disposal rate plus all required supporting documentation and attachment of any required documentation to support changes to those numbers. It also includes a status report on planned and implemented solid waste diversion programs and facilities, as well as planned or implemented revisions to approved solid waste planning documents. Republic
Services will utilize Mariposa Eco Consulting, Inc. to prepare and submit the annual report for the City of Alhambra before CalRecycle’s deadline.

**Good Corporate Citizenship and Community Involvement**

As part of our community partnership with the City of Alhambra, Republic will continue to invest in the community through various sponsorships and support of local civic groups. Republic employees are caring, vibrant people making a difference in the communities they serve every day. Republic contributes to its communities in several ways through sponsorships, event participation, educational activities, neighborhood and civic group involvement, and environmental contributions. Republic has, throughout the term of the existing Agreement dedicated itself to being an involved corporate citizen in Alhambra.

Republic has been a dedicated community partner for over 25 years, and the City can expect this involvement to not only continue, but also increase in Alhambra under the terms of the new agreement.

Republic liaison Francelia Aguilar will continue to actively seek opportunities to provide assistance to civic, community groups, and organizations through responding to requests for financial, planning, and logistics support for activities, events, and infrastructure development. The list at the beginning of the proposal is just a sampling of Republic's participation in Alhambra annually; Republic will continue to give to these great causes throughout the new agreement.

**Annual Food Drive**

Republic will work with local non-profit groups to identify ways Republic can assist in helping local food banks feeding during the holidays each year. Some ideas include an employee food drive, with the items received used to distribute to local food banks, prepare meals, or prepare and distribute holiday food baskets. Republic will work with community-based organizations to identify where the greatest need is and will help fulfill it.

**Summer Internship Program**

Republic will work with City staff to select Alhambra students to participate in this program during the summer break. Students will have the opportunity to visit and experience the different departments that Republic Services has. This program will facilitate students with learning opportunities outside the classroom and it will enhance the students’ academic and career goals.

**Facility Tours**

Republic will offer and promote free educational tours of any of its local facilities to community and school groups. The Company recently unveiled its very unique education center at Republic’s Recycling Complex (CVT) in Anaheim and Rainbow Environmental Services in Huntington Beach.

**Schools Program**

As the current service provider of Alhambra USD, Republic has developed an effective, efficient way to get schools recycling and provide children with a hands-on learning experience. Alhambra children will learn and adopt good recycling behavior, which they will
use at home to increase residential diversion. This information is included earlier in Section 7.

**Compost Workshops**

Republic will conduct free onsite compost workshops for City residents and homeowners’ associations. At these workshops, Republic educates customers on the importance of recycling and what happens to their materials once it leaves the curb. Republic will also work with the City to identify any City parks need for compost.
EXHIBIT 2

INITIAL MAXIMUM RATES*

RESIDENTIAL AND MULTI-FAMILY CART RATES

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Monthly Cart Service Rates</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One each Refuse, Recycling, and Organics/Yard Waste Cart, Any Cart Size:</td>
<td></td>
</tr>
<tr>
<td>Standard Service</td>
<td>$22.78</td>
</tr>
<tr>
<td>Additional Refuse Cart - above one</td>
<td>$4.44</td>
</tr>
<tr>
<td>Additional Recycling Cart - above one</td>
<td>$4.44</td>
</tr>
<tr>
<td>Additional Organics/Yard Waste Cart - above one</td>
<td>$4.44</td>
</tr>
<tr>
<td>Private Property Service - Qualifying Customers</td>
<td>$22.78</td>
</tr>
<tr>
<td>Private Property Service - Non-Qualifying Customers</td>
<td>$39.44</td>
</tr>
<tr>
<td>Low Income Rate</td>
<td>$20.78</td>
</tr>
</tbody>
</table>

*Including all City fees.
EXHIBIT 2

INITIAL MAXIMUM RATES* (continued)

RESIDENTIAL AND MULTI-FAMILY BIN RATES
Three Container Source Separated Collection System
(Rates include Refuse, Recycling, and Organics)

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1 Cubic Yard</td>
<td>$128.11</td>
</tr>
<tr>
<td>2 Cubic Yard</td>
<td>$158.14</td>
</tr>
<tr>
<td>3 Cubic Yard</td>
<td>$187.83</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>$243.89</td>
</tr>
<tr>
<td>1 Cubic Yard - Private Property Service (1)</td>
<td>$128.11</td>
</tr>
<tr>
<td>2 Cubic Yard - Private Property Service (1)</td>
<td>$158.14</td>
</tr>
<tr>
<td>3 Cubic Yard - Private Property Service (1)</td>
<td>$187.83</td>
</tr>
<tr>
<td>4 Cubic Yard - Private Property Service (1)</td>
<td>$243.89</td>
</tr>
<tr>
<td>96-Gallon</td>
<td>$85.41</td>
</tr>
</tbody>
</table>

Scout Service: No additional charge

*Including all City fees.

(1) Private Property services for non-qualifying Customers.
EXHIBIT 2

INITIAL MAXIMUM RATES* (continued)

RESIDENTIAL AND MULTI-FAMILY BIN RATES
Two Container System (Commingled Refuse and Recyclables, and Source Separated Organics)
(Rates include Refuse, Recycling, and Organics)

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>96-Gallon Mixed Waste</td>
<td>$ 85.41</td>
</tr>
<tr>
<td>1 Cubic Yard - Alley</td>
<td>$ 128.11</td>
</tr>
<tr>
<td>2 Cubic Yard - Alley</td>
<td>$ 158.14</td>
</tr>
<tr>
<td>3 Cubic Yard - Alley</td>
<td>$ 187.83</td>
</tr>
<tr>
<td>4 Cubic Yard - Alley</td>
<td>$ 243.89</td>
</tr>
<tr>
<td>1 Cubic Yard - Private Property Service (1)</td>
<td>$ 128.11</td>
</tr>
<tr>
<td>2 Cubic Yard - Private Property Service (1)</td>
<td>$ 158.14</td>
</tr>
<tr>
<td>3 Cubic Yard - Private Property Service (1)</td>
<td>$ 187.83</td>
</tr>
<tr>
<td>4 Cubic Yard - Private Property Service (1)</td>
<td>$ 243.89</td>
</tr>
</tbody>
</table>

*Including all City fees.
(1) Private Property services for non-qualifying Customers.
EXHIBIT 2

INITIAL MAXIMUM RATES* (continued)

COMMERCIAL RATES
Three Container Source Separated Collection System
(Rates include Refuse, Recycling, and Organics)

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1 Cubic Yard</td>
<td>$ 128.11</td>
</tr>
<tr>
<td>1.5 Cubic Yard</td>
<td>$ 142.34</td>
</tr>
<tr>
<td>2 Cubic Yard</td>
<td>$ 158.14</td>
</tr>
<tr>
<td>3 Cubic Yard</td>
<td>$ 187.83</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>$ 243.89</td>
</tr>
<tr>
<td>6 Cubic Yard</td>
<td>$ 291.47</td>
</tr>
<tr>
<td>96-Gallon</td>
<td>$ 85.41</td>
</tr>
</tbody>
</table>

| Scout Service        | No additional charge |
| Locking Bin          | No additional charge |

*Including all City fees.
EXHIBIT 2

INITIAL MAXIMUM RATES* (continued)

COMMERCIAL RATES
Two Container System (Commingled Refuse and Recyclables, and Source Separated Organics)
(Rates include Refuse, Recycling, and Organics)

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Container Type/Size</th>
<th>Number of Collections per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td>1 Cubic Yard</td>
<td>$ 128.11</td>
</tr>
<tr>
<td>1.5 Cubic Yard</td>
<td>$ 142.34</td>
</tr>
<tr>
<td>2 Cubic Yard</td>
<td>$ 158.14</td>
</tr>
<tr>
<td>3 Cubic Yard</td>
<td>$ 187.83</td>
</tr>
<tr>
<td>4 Cubic Yard</td>
<td>$ 243.89</td>
</tr>
<tr>
<td>6 Cubic Yard</td>
<td>$ 291.47</td>
</tr>
<tr>
<td>96-Gallon</td>
<td>$ 85.41</td>
</tr>
<tr>
<td>3 Cubic Yard Compactor</td>
<td>$ 244.18</td>
</tr>
</tbody>
</table>

Scout Service
No additional charge

Locking Bin
No additional charge

*Including all City fees.
EXHIBIT 2
INITIAL MAXIMUM RATES* (continued)

ROLL-OFF BOX AND TEMPORARY BIN RATES

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Temporary Bin Services Rates</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>3-yard Temporary Bin – First Empty</td>
<td>$183.32 per delivery and dump</td>
</tr>
<tr>
<td>3-yard Temporary Bin – Additional Emptyies</td>
<td>$72.22 per dump</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Roll-off Box Charges</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Roll-Off Box – Rate per pull (including container rental and haul cost)</td>
<td></td>
</tr>
<tr>
<td>Refuse – Any Size</td>
<td>$244.18 per load</td>
</tr>
<tr>
<td>Recycling</td>
<td>$244.18 per load</td>
</tr>
<tr>
<td>Low Boy</td>
<td>$244.18 per load</td>
</tr>
<tr>
<td>Tonnage – Refuse</td>
<td>$72.22 per ton</td>
</tr>
<tr>
<td>Tonnage – Green Waste</td>
<td>$99.99 per ton</td>
</tr>
<tr>
<td>Compactor Roll-Off Box – Rate per pull (excluding compactor rental)</td>
<td></td>
</tr>
<tr>
<td>Compactor Roll-Off Box – Any size</td>
<td>$305.23 per load</td>
</tr>
</tbody>
</table>

* Including all City fees.
EXHIBIT 2
INITIAL MAXIMUM RATES* (continued)

Following are the rates for July 1, 2021 through June 30, 2022:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Contractor Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Additional Residential Rates</strong></td>
<td></td>
</tr>
<tr>
<td>Cart Overage Fee (in excess of two pickups per year)</td>
<td>$ 7.78 Per occurrence</td>
</tr>
<tr>
<td>Single Family Dwelling - Additional Bulky Item Pickup Charge</td>
<td>$ 30.55 Per pickup/Item</td>
</tr>
<tr>
<td>Multi-Family - Additional Bulky Item Pickup Charge</td>
<td>$ 30.55 Per pickup/Item</td>
</tr>
<tr>
<td>Cart Exchange Charge</td>
<td>$ 27.78 Per request</td>
</tr>
<tr>
<td>Re-Start Service Fee</td>
<td>$ 33.33 Per re-start</td>
</tr>
<tr>
<td>Contamination Fee</td>
<td>$ 30.55 Per occurrence</td>
</tr>
<tr>
<td>Kitchen Food Scraps Pail Replacement</td>
<td>$ 8.00 Per pail</td>
</tr>
<tr>
<td><strong>Additional Commercial Rates</strong></td>
<td></td>
</tr>
<tr>
<td>Bin Cleaning Fee</td>
<td>$ 63.33 Per request</td>
</tr>
<tr>
<td>Bin Overage Fee</td>
<td>$ 26.00 Per occurrence</td>
</tr>
<tr>
<td>Bin Overage Cleanup Fee</td>
<td>$ 35.00 Per occurrence</td>
</tr>
<tr>
<td>Return Trip Fee</td>
<td>$ 27.78 Per occurrence</td>
</tr>
<tr>
<td>Emergency Service Rate</td>
<td>$ 149.99 Per hour</td>
</tr>
<tr>
<td>Re-Start Service Fee</td>
<td>$ 44.44 Per re-start</td>
</tr>
<tr>
<td>Insufficient Funds Fee for Return Checks</td>
<td>$ 33.33 Per occurrence</td>
</tr>
<tr>
<td>Contamination Fee</td>
<td>$ 30.55 Per occurrence</td>
</tr>
</tbody>
</table>

* Including all City fees.
**EXHIBIT 3A**

**EXAMPLE RATE ADJUSTMENT FORMULA**

Step One: Calculate percentage change in indices

<table>
<thead>
<tr>
<th>Row</th>
<th>Index</th>
<th>Old Index Value</th>
<th>New Index Value</th>
<th>Percent Change in Index, {{Column B/ Column A} -1}</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CPI, Garbage and Trash Collection (1)</td>
<td>466.861</td>
<td>481.902</td>
<td>3.2%</td>
</tr>
</tbody>
</table>

Step Two: Apply percentage change to rates

<table>
<thead>
<tr>
<th>Row</th>
<th>Example Rate Categories</th>
<th>Example Customer Rate (2)</th>
<th>Percentage Change in Index (from Column C)</th>
<th>Rate Increase or Decrease (Column D x Column E)</th>
<th>Adjusted Rate (Column D + Column F)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Standard Residential Service</td>
<td>$ 23.67</td>
<td>3.2%</td>
<td>$ 0.76</td>
<td>$ 24.43</td>
</tr>
<tr>
<td>3</td>
<td>Low Income Rate</td>
<td>$ 21.67</td>
<td>3.2%</td>
<td>$ 0.69</td>
<td>$ 22.36</td>
</tr>
<tr>
<td>4</td>
<td>Additional Carts - Any Size</td>
<td>$ 4.00</td>
<td>3.2%</td>
<td>$ 0.13</td>
<td>$ 4.13</td>
</tr>
<tr>
<td>5</td>
<td>Commercial 3 cubic yard 1x week</td>
<td>$ 91.10</td>
<td>3.2%</td>
<td>$ 2.92</td>
<td>$ 94.02</td>
</tr>
<tr>
<td>6</td>
<td>Commercial 3 cubic yard 2x week</td>
<td>$ 155.06</td>
<td>3.2%</td>
<td>$ 4.96</td>
<td>$ 160.02</td>
</tr>
<tr>
<td>7</td>
<td>Commercial Food Waste - 64-Gallon 2x week</td>
<td>$ 88.19</td>
<td>3.2%</td>
<td>$ 2.82</td>
<td>$ 91.01</td>
</tr>
</tbody>
</table>

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year.

(2) Example rates listed. Adjustment applies to all rates.
EXHIBIT 3B
EXAMPLE CALCULATION FOR
AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of July 1, 2020, the average annual index for the 12 months ended December 2019 of 481.902 would have been the “New Index Value” to be used in Column B of the example rate adjustment formula in Exhibit 3A, and the average annual index for the 12 months ended December 2018 of 466.861 would have been the “Old Index Value” in Column A. This would have resulted in a 3.2% increase to the rates as calculated in Column C of Exhibit 3A.

Consumer Price Index – All Urban Consumers, U.S. City Average
Garbage and Trash Collection, CUUR0000SEHG02

CPI for All Urban Consumers (CPI-U)
Original Data Value

<table>
<thead>
<tr>
<th>Series Id:</th>
<th>CUUR0000SEHG02</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not Seasonally Adjusted</td>
<td></td>
</tr>
<tr>
<td>Series Title:</td>
<td>Garbage and trash collection in U.S. city average, all</td>
</tr>
<tr>
<td>Area:</td>
<td>U.S. city average</td>
</tr>
<tr>
<td>Item:</td>
<td>Garbage and trash collection</td>
</tr>
<tr>
<td>Base Period:</td>
<td>DECEMBER 1983=100</td>
</tr>
<tr>
<td>Years:</td>
<td>2010 to 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Average Annual</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>475,067</td>
<td>477,474</td>
<td>478,509</td>
<td>478,449</td>
<td>480,865</td>
<td>480,864</td>
<td>482,135</td>
<td>483,867</td>
<td>484,345</td>
<td>485,133</td>
<td>486,465</td>
<td>486,708</td>
<td>451,902</td>
</tr>
<tr>
<td>Percentage Change</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3.2%</td>
</tr>
</tbody>
</table>

February 22, 2021

City of Alhambra
EXHIBIT 4

CORPORATE GUARANTY

THIS GUARANTY (the “Guaranty”) is given as of the ___ day of __________, 2021.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. Consolidated Disposal Service, LLC, DBA Republic Services hereinafter (“Owner”) is a Limited Liability Company organized under the laws of the State of Delaware, which is wholly owned by Republic Services, Inc. (Guarantor).

B. Owner and the City have negotiated an Agreement for Collection, Processing, and Disposal of Solid Waste dated as of __________, ___ (hereinafter “Agreement”). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner’s performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.

2. **Guarantor’s Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon
the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. **Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City’s rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor’s benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City’s rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of

February 22, 2021

City of Alhambra
the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner’s obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City’s approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor’s obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner’s obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner’s failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney’s Fees.** In addition to the amounts guaranteed under this Guaranty,
Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the Parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agents for service of process in California:

   Law Offices of Scott W. Gordon  
   A Professional Corporation  
   1990 North California Blvd., Suite 20  
   Walnut Creek, CA 94596  
   swgordon@tbsglaw.com  
   With a copy by certified mail to:  
   Calvin R. Boyd  
   18500 North Allied Way  
   Phoenix, AZ 85054  
   Cboyd2@republicservices.com

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been
authorized by all necessary action under its Article of Incorporation and By-Laws, and that the Person signing this Guaranty on its behalf has the authority to do so.

11. **Notices.** Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City:  City Manager  
City of Alhambra  
111 South First Street  
Alhambra, CA 91801

with a copy to the City Counsel at the same address.

To the Guarantor: Nai Saephan  
9200 Glenoaks Blvd.  
Sun Valley, CA 91352  
nsaephan@republicservices.com

Calvin R. Boyd  
18500 North Allied Way  
Phoenix, AZ 85054  
Cboyd2@republicservices.com

By:  **Finance Manager**  
(title)

By:  **Assistant Treasurer**  
(title)
EXHIBIT 5

COMPANY’S FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ______________________, a California _____, as PRINCIPAL, and _____
___________________________, a Corporation organized and doing business by
virtue of the laws of the State of California, and duly licensed for the purpose of
making, guaranteeing, or becoming sole surety upon bonds or undertakings required or
authorized by the laws of the State of California, as SURETY, are held and firmly bound
to City, hereinafter called OBLIGEE, in the penal sum of five hundred thousand dollars
($500,000) lawful money of the United States, for the payment of which, well and truly
to be made, we and each of us hereby bind ourselves, and our and each of our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled
"INTEGRATED SOLID WASTE MANAGEMENT SERVICES" with City, to do and
perform the following work, to wit: Collect, Process and Dispose of Solid Waste
generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or
cause to be performed each and all of the requirements and obligations of said contract
to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall
be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the work to be
performed thereunder or the specifications accompanying the same shall in any wise
affect its obligations on this BOND, and it does hereby waive notice of any such change,
extension of time, alteration or addition to the terms of the contract or to the work or to
the specifications.
In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney’s fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this ___________DAY OF ______________, 20__.  

______________________________

a California Corporation

By: ____________________________

(PRINCIPAL)

(SEAL)

______________________________

SURETY

By: ____________________________

(ATTORENEY IN FACT)

(SEAL)
EXHIBIT 6

NOTARY CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF _____________________) ss:

On _____________________, ____ before me, the undersigned, a Notary Public in and for the State of California, personally appeared ____________________________,
known to me to be the ______
___________________________ of Company that executed the within instrument on behalf of the Company therein named, and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of _____________________ this ______ day of __________, ____.

Notary Public

My Commission Expires:

February 22, 2021

6 - 1

City of Alhambra
EXHIBIT 7

AB 341, AB 827, AB 1826, AND SB 1383 IMPLEMENTATION PLAN
8 AB 341, AB 827, AB 1826, and SB 1383 Implementation Plan

Overview

California’s Integrated Waste Management Act, AB 939, established in 1989 and mandating recycling, set the foundation for the current suite of legislation impacting the waste services industries and its customers. This group of regulations is broken down below:

AB 341
Established mandatory commercial recycling.

AB 827
Mandates customer access to recycling, requiring Republic’s commercial customers to make recycling and organics collection containers accessible to its customers.

AB 1826
Requires commercial organics recycling, with tiered implementation.

SB 1383
Prescriptive regulations requiring standardized collection container colors, parameters for one-, two-, and three-container systems, frequent auditing, monitoring, and reporting and impacting every facet of our business from collection point, to transfer and processing facilities to landfilling.

Republic outreach programs are designed to properly educate the California communities it serves, to gain compliance and customer participation. As we bring our customers along, Republic is aware of the impact State mandates and regulations have on their daily lives.

Republic supplies the necessary tools (proper containers), resources (educational outreach, customer access to information, technical assistance and training) to its customers, performs monitoring activities, and provides reporting to its jurisdiction on a schedule and in a form acceptable to our municipal customers.

Our commitment to Alhambra is simple. Republic’s local team will:

- Operate in a manor to ensure regulatory compliance to increase diversion to meet City of Alhambra’s diversion goals.
- Design and implement outreach initiatives to achieve regulatory compliance.
- And, of course: Complete every collection as scheduled
- Return the container to its dedicated location
- Clean loose litter or debris
- Route truck efficiently
- Minimize Traffic to reduce carbon footprint
Recap of General Customer Education and Outreach Activities

The cornerstone of all compliance plans is effective, consistent public education and outreach. To avoid redundancy, please refer to Section 7 - Ongoing Customer Education and Outreach to read about our generalized approach and view the corresponding schedule.

Reporting

Reporting is critical to prove compliance efforts with existing and emergent regulations. Because Republic primarily handles the materials it collects all the way to final disposition, the City can be assured of data reconciliation. Republic’s general reporting package is generated through a suite of applications that it is invested in and are proven.

The following chart represents data capture for reporting the City will need to collect from Republic with respect to AB 341, AB 939, AB 1594, AB 1826, and SB 1383. All reports can be transmitted electronically to the City’s representative on a mutually agreed upon schedule.

<table>
<thead>
<tr>
<th>Required Data</th>
<th>Source of Data</th>
<th>Format</th>
<th>Frequency</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>AB 939 and City Diversion Goals</td>
<td>InfoPro</td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>As required by City</td>
<td>Direct download from InfoPro to approved report format.</td>
</tr>
<tr>
<td>AB 1594</td>
<td>Weight tickets from composting facility. Reconciliation process to verify.</td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>As required by City.</td>
<td>In approved report format.</td>
</tr>
<tr>
<td>AB 341 and AB 1826 compliance</td>
<td>Sales Force, Customer Service Module and logged outreach, education and monitoring Excel spreadsheet</td>
<td>Electronic transmission of Excel Spreadsheet</td>
<td>As required by City</td>
<td>Direct download from SF to approved report format.</td>
</tr>
<tr>
<td>SB 1383</td>
<td>Sales Force, Customer Service Module and logged outreach, education and monitoring Excel spreadsheet</td>
<td>Electronic transmission of Excel spreadsheet</td>
<td>AS required by City</td>
<td>Direct download from SF to approved report format.</td>
</tr>
<tr>
<td>Tonnage Collected, Processed, and Residue Disposed, All Materials</td>
<td>Multiple Sources</td>
<td>Excel Spreadsheet transmitted electronically</td>
<td>As required by City.</td>
<td>Direct download from multiple sources into approved report format.</td>
</tr>
</tbody>
</table>
Residential Compliance

Residential compliance with existing and emergent regulations is gained logistically through a three-cart system and the distribution of new carts that are appropriately colored and labeled, as well as the inclusion of food waste with yard waste in the green/organics cart. Please refer to Section 7 for information pertaining to education and outreach efforts, both during transition, and ongoing.

Republic will continue to provide fully automated curbside collection service once per week to all customers of residential single-family properties. Each residential customer will receive a brand new 96-gallon refuse cart, a 96-gallon recycling cart, and a 96-gallon organic cart. Customers will be able to select 35-gallon or 65-gallon carts as per the draft Agreement.

The choice of 34-, 64- and 96-gallon refuse cart options will be given to customers who request additional cart service and will be billed accordingly as noted within the Approved Rate Schedule. Customers with size/space restrictions on their properties will additionally be offered the opportunity to reduce the size of their default 96-gallon refuse cart for smaller cart(s), equaling the same volume capacity as the default 96-gallon capacity. If a request of this nature is made, Republic will exchange the cart(s) within seven (7) days.

EXAMPLES OF CARTS AND IN MOLD GRAPHICS TO COMPLY WITH SB 1383

Additional cart specifications are outlined in Section 10 of this proposal.
Commercial and Multi-Family Compliance

Commercial and multi-family compliance with existing and emergent regulations is gained logistically through personalized outreach and recycling technical assistance to optimize recycling and service levels generally, and the implementation of a properly signed and colored three-container system. Please refer to Section 7 for information pertaining to education and outreach efforts, both during transition, and ongoing.

As touched on in Section 7, Republic will offer solid waste, recycling, and organic collection services with a variety of container sizes and service frequencies to meet multi-family and commercial community needs, up to seven days per week. Collections in the following container sizes: 34-, 64-, and 96-gallon cart; 2- to 6- yards bins; 2-, 3-, and 4-yard bin compactors, and 20, 30-, and 40-yard drop boxes; and 15-, 20-, 30-, 35-, and 40-yard drop box compactor receiver boxes for recyclable materials, trash, and green waste.

Republic currently provides an organics program to 19 commercial businesses in Alhambra with a total of 76 carts being serviced two times per week, which will be extended to all commercial customers. This will be a new program for multi-family customers and will be offered in 34, 64, and 96-gallon carts, 2-yard bins and 15- to 32-yard self-contained compactors. Being the incumbent in Alhambra makes our evaluation process easier to accommodate each property with the proper size containers and ensure that each customer maximizes the City’s diversion goals.

Our national GIS team has provided full support throughout this RFP to develop mapping to better identify the number of units for the City of Alhambra as previously discussed in Section 7.

Additional Information – Food Scraps Containers

Republic has food scrap-specific containers and labeling that are SB 1383 compliant.
Recycling Technical Assistance

Republic will engage our team of zero waste representatives to conduct recycling opportunity assessments. These will be conducted prior to the operations start date with any customer that may present a challenge due to size, being an atypical business type, and/or whenever the information received from the outgoing service provider seems incomplete or inaccurate. These recycling opportunity assessments will continue through the first year of service to ensure that all commercial customers understand all regulations impacting their businesses, including AB 341, AB 1826, SB 1383, and others.

Republic uses Salesforce to track zero waste coordinator activities. Salesforce provides clear transparency to our management making sure our Coordinators are in the field performing waste assessments and seeing to our customer’s needs. Our drivers and trucks are equipped with technology that will provide pictures of any issues directly to our Coordinators and Dispatch. This technology allows us to communicate visually with our customers to address any issues and validate services.

Republic will not only educate customers through site visits on contaminations but explain services level options to reduce these concerns. Our education and outreach have proven successful across Los Angeles and Orange Counties. Once implementation activities have concluded, Republic’s dedicated Zero Waste Coordinator will provide personalized outreach and monitoring throughout the term of the Agreement.

Summary of Scope of Work

Republic will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, industrial, and multi-family customers. Providing such services on the premises of customers is referred to as “recycling technical assistance.” All customers will receive an initial assessment as previously described, and larger generators and commercial customers that require additional assistance will be offered on-site training as described in this subsection.

Goals

Republic will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the City’s waste diversion and resource conservation goals. Republic’s aim is to maximize tons diverted and level of participation while minimizing materials contamination.

Approach

Republic will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. Republic will develop collaborative working relationships with the City of Alhambra and customers.

Tasks and Services to be Undertaken

Republic will provide the following services based upon need or customer request:

- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
• Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.

• Coordinate with the City in developing outreach materials about waste reduction, recycling, and composting; distribute such materials when meeting with customers.

• Assist in gaining management support and dedication of staff resources from customers for program implementation.

• Identify and promote other program or recognition opportunities such as potential Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.

• Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.

Other tasks as requested by customers and/or the City.

All customers will have access to AB 827 compliant signage and outreach materials that can be downloaded on RecyclingSimplified.com

Republic has developed a draft checklist for SB 1383 based on HF&H’s Cal Recycle requirements —by far the most prescriptive of regulations, to ensure full compliance. Republic will work with the City to customize it based on City’s compliance.

A version of Republic’s Assessment Form follows the checklist.
SB 1383 Collection & Processing

☐ Offer organic waste collection services and recycling (30.a)
☐ May comply with Section 30.a by offering three-container collection system where (30.1):
  • Green container is for organics and is sent to organics recovery facility
  • Blue container is for paper, wood, dry lumber, and nonorganic recyclables and is sent to facility for recovery
  • Black container is for nonorganic waste; may include organic waste if it is sent to a high diversion organic waste processing facility

*Comments:* Republic will distribute new SB1383 compliant containers.

*Residential:* Republic will procure and distribute 3 residential containers

*Option 1 Commercial & Multi-Family:* Republic to provide a 3-container system for Commercial and Multi-Family collection

*Option 2 Commercial & Multi-Family:* Republic to provide a 2-container system for Commercial and Multi-Family collection

☐ Conduct route reviews of randomly selected containers for contaminants such that all routes are inspected quarterly (30.5)

*Comments:* Republic will work with the City to meet this requirement.

☐ Conduct route reviews of randomly selected containers for contaminants such that all routes are inspected quarterly (30.5)

☐ Contact generator and notify generator of recycling requirements if contamination is found (30.5.b)

☐ Physically inspect containers along routes if notified by processor that route contains contamination (30.5.d)

☐ Provide collection containers to generators that comply with color and labeling requirements when replacing containers or by January 1, 2032 (30.7-30.8)

☐ Place or replace labels on all containers with SB 1383 compliant labels by January 1, 2025 (30.8)

☐ Allow limited waivers for de minimus volumes and physical space constraints, and maintain records (30.11)

*Comments:* Through Republic outreach, Republic will identify qualifiers for waivers.

SB 1383 Edible Food Recovery

☐ Implement edible food recovery program that educates commercial generators and increase access to edible food recovery (10.1)

☐ Increase edible food recovery capacity if current capacity is insufficient (10.1)

☐ Develop and maintain list of food recovery organizations by February 1, 2022 (40.2.a)

☐ Annually provide Tier One and Two edible food generators with information about food recovery program, generator requirements, and food recovery organizations (40.2.b)

SB 1383 Procurement Requirements

☐ Procure a quantity of recovered organic waste, such as compost and renewable natural gas, that meets or exceeds the organic waste product procurement target as determined by CalRecycle (procurement may be satisfied by direct service provider to the jurisdiction) (12.1)

☐ Purchase at least 75% of paper products with recycled content of at least 30 percent (by fiber weight, postconsumer fiber) (12.3)

*Comment:* Republic will work with the City to satisfy this requirement.

February 22, 2021

City of Alhambra
SB 1383 Ordinances & Policies

☐ Adopt enforceable ordinance or similar mechanism requiring compliance with SB 1383 (Title 14, Division 7, Chapter 12) (0.1.2.a)

☐ Require organics haulers to identify facilities they will utilize as a condition of contract or agreement authorization (70.1)

☐ Adopt ordinance(s) or similar mechanism(s) requiring compliance with Sections 30.9, 70.3, 80.1, 9, 10.1, 12 and 16.1.b

Comment: Republic to provide any assistance necessary to the City to help with compliance.

SB 1383 Enforcement & Penalties

<table>
<thead>
<tr>
<th>REPUBLIC</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Implement inspection and compliance program for organic waste generators, edible food generators, and edible food recovery organizations by January 31, 2022 (14.1)</td>
<td>☐ Take enforcement actions, including issuing notices of violations and penalties equivalent to or greater than those outlined in Articles 14 and 16 by January 1, 2024 (14.4)</td>
</tr>
<tr>
<td>☐ Provide educational materials to regulate entities non in compliance from January 1, 2022 through January 1, 2024 (14.1.a.4)</td>
<td>☐ Pay penalties if assessed by CalRecycle (15)</td>
</tr>
<tr>
<td>☐ Investigate and maintain records of all complaints received (14.3)</td>
<td>☐ Impose penalties on non-compliant entities (16.2)</td>
</tr>
</tbody>
</table>

Comment: Republic to provide assistance to the City.

SB 1383 Education & Outreach

☐ By February 1, 2022, annually provide generators utilizing two or three-container system with information on properly separating materials, organic waste prevention, on-site recycling, methane reduction benefits, how to recycle organic waste, a list of approved haulers, and information related to food recovery (40.1.a)

Comment: Republic to assist the City in meeting compliance

☐ By February 1, 2022, annually provide self-haulers with information regarding their requirements (outlined in Section 70.3) (40.1.b)

Comment: Republic to assist the City in meeting compliance

☐ If more than five percent of jurisdiction’s generators are “Limited English Speaking Households” or “Linguistically Isolated”, outreach must be in a language that assure information is understood by that community (40.1.f)

Comment: Republic to assist the City in meeting compliance

☐ By February 1, 2022, annually provide businesses that generate edible food waste with information regarding the jurisdiction’s edible food recovery program, generator requirements, and food recovery organizations (40.2.b)

Comment: Republic to assist the City in meeting compliance

SB 1383 Capacity Planning

February 22, 2021
□ Conduct organics waste recycling and edible food recovery capacity planning described below and report in 2022, 2024, 2029, and 2034 (11.3) 
   Comment: Republic to assist the City as necessarily to meet compliance.
□ Estimate the amount of organic waste disposed, verifiable organic waste recycling capacity available to the jurisdiction, and estimate the amount of new or expanded capacity required (11.1) 
   Comment: Republic to assist the City as necessarily to meet compliance.
□ If verifiable available organic waste recycling capacity is insufficient for jurisdiction’s needs, submit an implementation schedule (including timelines and milestones) demonstrating how capacity will be secured by the end of the reporting period (11.1) 
   Comment: Republic to assist the City as necessarily to meet compliance.
□ Estimate the edible food that will be disposed by applicable generators, identify existing food recovery capacity available, identify new planned capacity, and calculate minimum capacity necessary to recover 20% of edible food disposed (11.2.a) 
   Comment: Republic to assist the City as necessarily to meet compliance.
□ If existing and planned edible food recovery capacity is insufficient for jurisdiction’s needs, submit an implementation schedule (including timelines and milestones) demonstrating how capacity will be secured by the end of the reporting period (11.2.b) 
   Comment: Republic to assist the City as necessarily to meet compliance.

Republic provides this as a guidance document to highlight key requirements for jurisdiction compliance; additional requirements are applicable. Jurisdictions are advised to conduct an independent review of draft and final SB 1383 regulations to develop a list of requirements unique to their jurisdiction, or to contact Republic for an update. Revised June 2020.
# Waste Assessment

## Customer Information

<table>
<thead>
<tr>
<th>Account Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

## 1.) Service Address

<table>
<thead>
<tr>
<th>Site Account Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Site Address 1</td>
<td></td>
</tr>
<tr>
<td>Site City</td>
<td></td>
</tr>
<tr>
<td>Site Zip Code</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Language</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Language - Other</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Decision Maker Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Phone</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Plaza Notes/ # of Bus</th>
<th></th>
</tr>
</thead>
</table>
### Service Levels

#### Trash

<table>
<thead>
<tr>
<th>Trash-Quantity of Bins</th>
<th>Trash-Container Size</th>
<th>Trash-Total Service Days</th>
<th>Trash-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>4</td>
<td>3</td>
<td>Mon, Wed, Fri</td>
</tr>
</tbody>
</table>

#### Recycle

<table>
<thead>
<tr>
<th>Rec-Quantity of Bins</th>
<th>Rec-Container Size</th>
<th>Rec-Total Service Days</th>
<th>Rec-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Organics

<table>
<thead>
<tr>
<th>Org-Quantity of Bins</th>
<th>Org-Container Size</th>
<th>Org-Total Service Days</th>
<th>Org-Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

#### Roll Off

<table>
<thead>
<tr>
<th>R/O Quantity of Ros</th>
<th>R/O Container Size</th>
<th>R/O Total Service Days</th>
<th>R/O Combined Service Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

Are the service levels correct? [Yes] [No]  
Waste Reduction Opp? [No]  
Overfilled? [No]  
Contaminated? [No]  
Looks Present [No]  
Shared Bins [No]  
Safety Hazards [No]  
Customer Summary [ ]
### Existing Programs

- **Existing Food Waste Program**: No
- **Existing Green Waste Program**: No
- **3rd Party Recycling**: No

### Material Type Details

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Diversion Activity</th>
<th>Weights per Unit (Based on EPA Estimates in pounds)</th>
<th>Measurement Type</th>
<th>Units per day</th>
<th>How many days p/wk recycled/collected?</th>
<th>Monthly tons diverted</th>
</tr>
</thead>
<tbody>
<tr>
<td>OCC - Bales</td>
<td>None</td>
<td>900</td>
<td>per bale</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>OCC - Loose</td>
<td>None</td>
<td>106</td>
<td>cu. yard</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Plastic Film - LDPE</td>
<td>None</td>
<td>1,100</td>
<td>per bale</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Wood Pallets</td>
<td>None</td>
<td>25</td>
<td>per unit</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>
## Potential Diversion

<table>
<thead>
<tr>
<th>Wkly Trash Yds</th>
<th>Wkly Recycle Yds</th>
<th>Wkly Organics Yds</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>0</td>
<td>0</td>
<td>12</td>
</tr>
</tbody>
</table>

Current Diversion Level: 0%

### Material

<table>
<thead>
<tr>
<th>Material</th>
<th>% of Stream</th>
<th>Est. Yds Per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food waste</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Edible Food</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>OCC</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Mixed Recyclables</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Cardboard</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Green Waste</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Scrap Metal</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>C+D</td>
<td>0%</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>0%</td>
<td>0</td>
</tr>
</tbody>
</table>

Universal Waste: No
Electronic Waste: No
Hazardous Waste: No

Recommended Service level:

Customer Conflicts: None
Conflict Comments:

Possible AB 1826 Exemption: None
Possible AB 341 Exemption: None
EXHIBIT 8

PROCESSING, TRANSFER, AND DISPOSAL SERVICES AND FACILITY
STANDARDS

Company has selected and arranged for Discarded Materials to be Transported to Designated Facilities for Transfer, Source Separated Recyclable Materials Processing, SSGCOW Processing, Organic Waste Processing, High Diversion Organic Waste Processing, C&D Processing, and Disposal. The Designated Facilities shall comply with the standards specified in this Exhibit. Pursuant to Section 4.11 of the Agreement, if the Company does not own or operate one or more of the Designated Facilities, Company shall enter into a subcontract agreement with the owner or Facility operator of such Designated Facility(ies) and the requirements of Section 4.11 of the Agreement and this Exhibit shall pertain to the Subcontractor(s).

Note that Company, by definition in Article 1 of the Agreement, includes Affiliates, DBAs, and Subcontractors. As a result, requirements of Section 4.11 of the Agreement and this Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services.

8.1 General Requirements

A. Overview. Company agrees to Transport and deliver Discarded Materials it Collects in the City to an appropriate Designated Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the commencement date of this Agreement, the Designated Facilities, which were selected by Company and reviewed and approved by the City, are listed in the table on the following page and in the definitions in Article 1 of this Agreement. Company will perform all Transfer, Processing, and Disposal services at Designated Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.
<table>
<thead>
<tr>
<th>Material Type</th>
<th>Designated Transfer Facility (if applicable)</th>
<th>Designated Facility (Processing or Disposal Facility)</th>
<th>Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source Separated Recyclable Materials</td>
<td>East Los Angeles Transfer Station Republic Owned 1512 North Bonnie Beach Pl, Los Angeles, CA 90063 SWIS #19-AA-0845</td>
<td>Designated Source Separated Recyclable Materials Processing Facility: CVT Regional Materials Facility Republic Owned 277 E Greta Lane, Anaheim CA 92806 SWIS# 30-AB-0335</td>
<td>Material Recovery Facility</td>
</tr>
<tr>
<td>Yard Waste/Food Waste</td>
<td>East Los Angeles Transfer Station Republic Owned 1512 North Bonnie Beach Pl, Los Angeles, CA 90063 SWIS #19-AA-0845</td>
<td>Designated Organic Waste Processing Facility: Kochergen Farms Composting Republic Partnership Avenal, CA 92806 Agromin Chino Republic Owned 201 Kinetic Drive, Oxnard CA 93030 SWIS# 56-AA-0165</td>
<td>Composting Facility</td>
</tr>
<tr>
<td>Material Type</td>
<td>Designated Transfer Facility (if applicable)</td>
<td>Designated Facility (Processing or Disposal Facility)</td>
<td>Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Commercial Source Separated Food Waste</td>
<td>N/A</td>
<td>Waste Transfer &amp; Recycling Waste Management 840 S. Mission Road, Los Angeles 90063 SWIS #19-AA-0845</td>
<td>Anaerobic digestion</td>
</tr>
<tr>
<td>Commercial Source Separated Food Waste</td>
<td>East Los Angeles Transfer Station Republic Owned 1512 North Bonnie Beach Pl, Los Angeles, CA 90063 SWIS #19-AA-0845</td>
<td>CVT Regional Materials Facility Republic Owned 277 E Gretta Lane, Anaheim CA 92806 SWIS# 30-AB-0335</td>
<td>Anaerobic digestion</td>
</tr>
<tr>
<td>Commingled Refuse and Recyclables</td>
<td>East Los Angeles Transfer Station Republic Owned 1512 North Bonnie Beach Pl, Los Angeles, CA 90063 SWIS #19-AA-0845</td>
<td>CVT Regional Materials Facility Republic Owned 277 E Gretta Lane, Anaheim CA 92806 SWIS# 30-AB-0335</td>
<td>Material Recovery Facility</td>
</tr>
<tr>
<td>Gray/Black Container Waste</td>
<td>East Los Angeles Transfer Station Republic Owned 1512 North Bonnie Beach Pl, Los Angeles, CA 90063 SWIS #19-AA-0845</td>
<td>Designated Disposal Facility: Sunshine Canyon Landfill Republic Owned 14747 San Fernando Rd, Sylmar CA 91342 SWIS #19-AA-2000</td>
<td>Landfill</td>
</tr>
<tr>
<td>Material Type</td>
<td>Designated Transfer Facility (if applicable)</td>
<td>Designated Facility (Processing or Disposal Facility)</td>
<td></td>
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<tr>
<td>--------------</td>
<td>---------------------------------------------</td>
<td>------------------------------------------------------</td>
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</tr>
<tr>
<td>C&amp;D</td>
<td>N/A</td>
<td>Designated C&amp;D Processing Facility: City Terrace Recycling Disposal agreement in place 1525 Fishburn Ave, Los Angeles CA 90063 SWIS #19-AA-0859</td>
<td></td>
</tr>
</tbody>
</table>

Description of Processing Methodology (Material recovery facility, composting facility, anaerobic digestion, etc.)

Material Recovery Facility
B. **Facility Capacity Guarantee.** Company shall guarantee sufficient capacity over the Term of this Agreement to Transfer (if applicable), Transport, and Process all Source Separated Recyclable Materials, Yard Waste, Food Waste, SSGCOW, Mixed Waste, and C&D Collected under this Agreement and to Transfer (if applicable), Transport, and Dispose all Gray/Black Container Waste Collected under this Agreement. Company shall cause the Designated Facility(ies) to Recycle or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D recovered from such operations; and Dispose of residue. Company shall provide the City, upon request, with documentation demonstrating the availability of such Transfer (if applicable), Transport, Processing, and Disposal capacity as described below.

1. **Company or Affiliate is owner of Designated Facilities:** City may request that Company report aggregate Facility capacity committed to other entities through Company’s contracts. City, or its agent, will have the right to seek verification of Company’s reported aggregate capacity through inspection of pertinent sections of Company’s contracts with such entities to determine the duration of Company’s commitment to accept materials from such entities and the type and volume of materials Company is obligated to accept through the contracts. In addition, City, or its agent, will have the right to review Tonnage reports documenting the past three (3) years of Tonnage accepted at the Designated Facility(ies) by such entities. To the extent allowed by law, City, or its agent(s), agree to maintain the confidentiality of the information reviewed related to the individual contracts with other contracting entities and agree to review all related material at the Company’s office and will not retain any copies of reviewed material. Company will fully cooperate with the City’s request and provide City and its agent(s) or access to Company’s records.

2. **Company’s Subcontractor is the owner and/or operator of Designated Facilities:** Upon request, Company shall demonstrate that such capacity is available and allocated to the City by provision of its agreement with the Designated Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the Subcontractor’s guarantee to accept the Discarded Materials Company delivers over the Term of this Agreement and any extensions to the Agreement.

C. **Equipment and Supplies.** Company shall equip and operate the Designated Facilities in
a manner to fulfill Company’s obligations under this Agreement, including achieving all applicable standards for Landfill Disposal reduction, Recycling, Diversion, residue volume and content, and final product quality standards. Company is solely responsible for the adequacy, safety, and suitability of the Designated Facilities. Company shall modify, enhance, and/or improve the Designated Facilities as needed to fulfill service obligations under this Agreement, at no additional compensation from the City or rates charged to Customers.

Company shall provide all rolling stock, stationary equipment, material storage Containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Designated Facilities and provide all services required by this Agreement. Company shall place the equipment in the charge of competent equipment operators. Company shall repair and maintain all equipment at its own cost and expense.

D. **Facility Permits.** Company or Facility operator shall keep all existing permits and approvals necessary for use of the Designated Facility(ies), in full regulatory compliance. Company, or Facility operator, shall, upon request, provide copies of permits and/or notices of violation of permits to the City.

E. **Transfer Facility.** At Company’s option, Company may rely on a Transfer Facility and, in such case, shall Transport and deliver some or all Discarded Materials to the Designated Transfer Facility for pre-Processing (if applicable) and Transfer. At the Transfer Facility, Discarded Materials shall be unloaded from Collection vehicles and loaded into large-capacity vehicles and Transported to the Designated Facility(ies) for Processing or Disposal, in a timely manner and in accordance with Applicable Law.

If Company delivers some or all Discarded Materials to a Transfer Facility, it shall receive assurances from Facility operator that Facility operator will Transport or arrange for Transport of the Discarded Materials to appropriate Designated Facility(ies) for Processing or Disposal, as applicable for each type of Discarded Material. In such case, Company shall receive written documentation from the Facility operator(s) of the Facilities used for Processing and Disposal of Discarded Materials. Company shall pay all costs associated with Transport, Transfer, Processing, and/or Disposal of all Discarded Materials Collected in accordance with this Agreement, including marketing
of recovered materials and Disposal of all residue.

Company shall comply with separate handling requirements Section 8.2 in this Exhibit 8.

F. **Company-Initiated Change in Facility(ies).** Company may change its selection of one or more of the Designated Facility(ies) following the City’s written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection records related to the proposed Facility, the distance of the Facility from the City, and any other factor that may reasonably degrade the value received by the City. If Company elects to use a Facility(ies) that is(are) not listed on the then-current list of Designated Facility(ies) in this Exhibit, it shall submit a written request for approval to the City thirty (30) business days prior to the desired date to use the Facility and shall obtain the City’s written approval prior to use of the Facility. Company’s compensation and rates shall not be adjusted for a Company-initiated change in Facilities.

G. **Notification of Emergency Conditions.** Each Designated Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Company shall notify the City in accordance with Section 4.11 of the Agreement.

H. **Designated Facility Unavailable/Use of Alternative Facility.** If Company is unable to use the Designated Facility due to a sudden unforeseen closure of the Facility or other emergency condition described Section 8.1.G in this Exhibit 8, Company may use an Alternative Facility provided that the Company provides verbal and written notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Company’s written notice shall include a description of the reasons the Designated Facility is not feasible and the period of time Company proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or used for an activity specified by pursuant to 14 CCR Section 18983.1(b) and not subsequently sent to Landfill Disposal; (ii) a High Diversion
Organic Waste Processing Facility (for two- and one-Container systems and three-Container systems in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray/Black Containers); (iii) a “Designated Source Separated Organic Waste Processing Facility” pursuant to 14 CCR Section 18982(a)(14.5) for Source Separated Recyclable Materials and SSGCOW; (iv) a Transfer Facility; or, (v) a Disposal Facility. If Company is interested in using a Facility for SSGCOW or Mixed Waste technology that is not listed above and not currently approved by CalRecycle, Company shall be responsible for securing the approvals necessary from CalRecycle prior to the City’s final approval of such Facility or activity, and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.

If any Designated Facility specified in this Exhibit becomes unavailable for use by Company for Discarded Materials Collected in the City for a period of more than two (2) days, City may designate an Alternative Facility. The Parties agree that the Designated Facility shall only be deemed to be “unavailable” if one or more of the following has occurred: (i) a Force Majeure event as described in Section 11.5 of this Agreement has occurred; (ii) a Facility has lost one or more permits to operate; (iii) a Facility has exhibited a pattern of violation through the receipt of repeated notices of violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be “unavailable” if the lack of availability of the Facility is not due to Company’s negligence, illegal activity, neglect, or willful misconduct. At City’s request, Company shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s), and shall submit a written analysis and recommendation to the City within thirty (30) days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). City and Company will discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and City will designate the approved Alternative Facility(ies). The decision of the City shall be final. The change in Facility shall be treated as City-directed change in scope.

In the event a Designated Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Company, Company shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Designated Facilities in this Exhibit shall be modified accordingly to
reflect the new City-Designated Facility(ies).

If Company is not the owner of the new Designated Facility, Company shall enter into a Subcontract agreement with the Facility operator of the Alternative Facility to require compliance with the requirements of Section 4.11 of this Agreement and this Exhibit unless City waives one or more requirements.

I. **Discarded Materials Monitoring/Waste Evaluation Requirements.** Company shall conduct material sampling, sorting, and waste evaluations of various material streams as further described Section 8.6 in this Exhibit to meet or exceed SB 1383 requirements.

J. **Compliance with Applicable Law.** Company (including its Affiliates and Subcontractors) warrants throughout the Term of this Agreement and any extensions that the Designated Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.

K. **Records and Investigations.** Company shall maintain accurate records of the quantities of Discard Materials Transported to and Accepted at the Designated Facility(ies) and shall cooperate with City and any regulatory authority in any audits or investigations of such quantities.

L. **Inspection and Investigations.** An authorized City employee or agent shall be allowed to enter each Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and records pertaining to the Facility in order to determine compliance with Applicable Law, including SB 1383, to understand protocols and results, and conduct investigations, if needed. Company shall permit City or its agent to review or copy, or both, any paper, electronic, or other records required by City.

8.2 **Processing Standards**

A. **Recovery Required.** Company agrees to Transport and deliver all Source Separated Recyclable Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D Collected under this Agreement to a Designated Facility for Processing as applicable for each material type. Company shall conduct Processing activities for all Source Separated Recyclable
Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D to recover Recyclable materials and Organic Waste to reduce Disposal. The Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383. Company may Dispose of Organic Waste from homeless encampments and illegal Disposal Sites and quarantined Organic Waste, which meet the requirements described in 14 CCR Section 18984.13(d), rather than Process such materials.

B. **Separate Handling Requirements**

1. Company shall keep Source Separated Recyclable Materials, SSBCOW, SSGCOW, Mixed Waste, and C&D separate from each other and separate from other Solid Waste streams and shall Process the materials separately from each other and separately from other Solid Waste streams.

2. Pursuant to 14 CCR Section 17409.5.6(a)(1), Remnant Organic Waste separated from the Gray/Black Container Waste for recovery can be combined with Organic Waste removed from the SSGCOW for recovery once the material from the SSGCOW has gone through the Organic Waste recovered measurement protocol described in 14 CCR Section 17409.5.4.

3. Pursuant to 14 CCR Section 17409.5.6(b), SSBCOW, SSGCOW, and Organic Waste removed from Mixed Waste for recovery shall be:
   
   a. Stored away from other activity areas in specified, clearly identifiable areas as described in the Facility Plan or Transfer/Processing Report (which are defined in 14 CCR); and,

   b. Removed from the Facility consistent with 14 CCR Section 17410.1 and either:
      
      i. Transported only to another Facility or operation for additional Processing, composting, in-vessel digestion, or other recovery as specified in Section 8.2.E of this Exhibit 8; or,
      
      ii. Used in a manner approved by local, State, and federal agencies having appropriate jurisdiction.

C. **Residue Disposal.** Company shall be responsible for Disposal of residue from
Processing activities at its own expense and may select the Disposal Facility(ies) to be used for such purpose.

D. **Processing Facility Residue Guarantees.** Upon request of the City, Company shall provide a certified statement from the Facility operator documenting its residue level. The residue level shall be calculated separately for each material type and for each Designated Facility used for Recycling and Processing. The residue level calculation method shall be reviewed and approved by the City.

E. **Source Separated Recyclable Materials Processing Standards** (Three-, Three-plus, and Two-Container Blue/Gray/Black Systems Only; Standard Compliance Approach only)

1. Company shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

2. **Limits on Incompatible Materials in Recovered Organic Waste**
   
a. **Limits.** Except as described in Section 8.2.F.4.c of this Exhibit 8, Company’s Transfer/Processing Facility or operation shall only send offsite that Organic Waste (such as, but not limited to, Paper Products and Printing and Writing Paper) recovered after Processing Source Separated Recyclable Materials that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):
      
i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,
      
ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.

b. **Measurement.** Company shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).

F. **SSGCOW Processing Standards** (Three-, Three-plus, and Two-Container Green/Gray or
Black Systems Only; Standard-Compliance only)

1. Company shall arrange for Processing of all SSGCOW at a Facility that recovers Source Separated Organic Waste and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

2. Company shall arrange for SSGCOW Processing at the Designated Organic Waste Processing Facility that meets one or more of the following criteria, and such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the SSGCOW:

   a. "Compostable Material Handling Operation or Facility" as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or Community Composting as defined within 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

   i. On and after January 1, 2022, less than 20 percent (20%); and,

   ii. On and after January 1, 2024, less than 10 percent (10%).

   b. An "In-vessel Digestion Operation or Facility" as defined in 14 CCR 17896.5. The in-vessel digestion Facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:

   i. On and after January 1, 2022, less than 20 percent (20%); and,

   ii. On and after January 1, 2024, less than 10 percent (10%).

   c. A "Biomass Conversion Operation" as defined in Section 40106 of the California Public Resources Code.

   d. Soil amendment for erosion control, revegetation, slope stabilization, or
landscaping at a Landfill, that is defined as a reduction in Landfill Disposal in accordance with 14 CCR Section 18983.1(b).

e. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).

f. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.

g. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.

If Company is interested in using an operation, Facility, or activity not expressly identified above for SSGCOW Processing, Company shall be responsible for securing the approvals necessary from CalRecycle prior to the City's final approval of such operation, Facility, or activity, and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.

3. Preparation of Materials for Processing. The Company shall be responsible for preparing materials for Processing at the Designated Organic Waste Processing Facility, which shall include, but is not limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction.

4. Limits on Incompatible Materials in Recovered Organic Waste

   a. Limits. Except as described in Section 8.2.F.4.c. of this Exhibit 8, Company's Transfer/Processing Facility or operation shall only send offsite that Organic Waste recovered after Processing the SSGCOW that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):

      i. On and after January 1, 2022 with no more than 20 percent (20%) of Incompatible Material by weight; and,

      ii. On and after January 1, 2024 with no more than 10 percent (10%) of
Incompatible Material by weight.

b. Measurement. Company shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).

c. Exceptions. The limits in Section 8.2.F.4.a. of this Exhibit 8, shall not apply to the recovered Organic Waste sent offsite from the Transfer/Processing Facility or operation, if the Company sends the recovered Organic Waste from the Transfer/Processing Facility or operation to one or more of the following types of Facilities that will further Process the Organic Waste, or as otherwise specified in 14 CCR Section 17409.5.7(c):

i. A Transfer/Processing Facility or operation that complies with Section 8.2.F.4.a. of this Exhibit 8;

ii. A compostable materials handling Facility or operation that, pursuant to 14 CCR Section 17867(a)(16), demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:

(A) On and after January 1, 2022, less than 20 percent (20%); and,

(B) On and after January 1, 2024, less than 10 percent (10%).

iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR Section 17896.44.1, demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:

(A) On and after January 1, 2022, less than 20 percent (20%); and,

(B) On and after January 1, 2024, less than 10 percent (10%).

iv. An activity that meets the definition of a Recycling center as described in 14 CCR Section 17402.5(d).

G. High Diversion Organic Waste Processing Facility Requirements (Two- and One-Container Systems and Three-Container Systems in which Organics Waste, such as Food Waste, is allowed for Collection in the Gray/Black Containers)

1. Company guarantees that the Designated High Diversion Organic Waste
Processing Facility shall meet or exceed an annual average Mixed Waste organic content recovery rate of fifty (50) percent between January 1, 2022 and December 31, 2024, and seventy-five (75) percent after January 1, 2025, or as otherwise defined in 14 CCR Section 18982(a)(33), as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste.

2. Company guarantees that is will comply with the limits on Incompatible Materials in the recovered Organic Waste, which are described in Section 8.2.F.4 of this Exhibit 8.

3. Company shall conduct measurements on a quarterly basis to determine the Mixed Waste organic content recovery efficiency in accordance with 14 CCR Section 17049.5.1(b). Company shall report the Organic Waste recovery efficiency measurement results to the City in accordance with Article 8 of the Agreement, and shall notify the City within two (2) business days of conducting the quarterly measurement if the results are not in compliance with the Mixed Waste organic content recovery rate standards. If the quarterly average Mixed Waste organic content recovery rate is not in compliance with the standards, the City may assess Liquidated Damages in accordance with Section 11.4 of this Agreement.

4. If the Designated High Diversion Organic Waste Processing Facility has an annual average Mixed Waste organic content recovery rate that is lower than required in 14 CCR Section 18982(a)(33) for two (2) consecutive quarterly reporting periods or three (3) quarterly reporting periods within three (3) years, the Facility shall not qualify as a High Diversion Organic Waste Processing Facility pursuant to 14 CCR Section 18984.3(b). Company shall be required to submit a corrective action plan to the City within five (5) business days of determining such non-compliance identifying the steps to improve the Mixed Waste organic content recovery rate and the duration of time anticipated for the Facility to achieve compliance. Company shall immediately commence with corrective actions subject to approval by the City and CalRecycle.

5. If City is not satisfied that the Company can achieve and sustain the minimum required annual average Mixed Waste organic content recovery rate, or if the Company has implemented its corrective action plan and failed to achieve the minimum required annual average Mixed Waste organic content recovery rate, the City shall have the right to direct use of an Alternative Facility, and Company
shall incur all costs associated with use of the Alternative Facility including Transportation, Transfer, Processing, and Disposal. The City may assess Liquidated Damages in accordance with Section 11.4 of this Agreement and/or may deem this failure an event of default under Section 11.1 of this Agreement. If an Alternative Facility is not available within a commercially reasonable distance, Company shall be required to implement, at no cost to the City and with no increase to rates, an Organic Waste Collection system that will provide programmatic compliance with 14 CCR Division 7, Chapter 12, Article 3.

H. C&D Program Standards

1. Company shall comply with the CALGreen Construction and Demolition materials Recycling requirements.

2. Company shall deliver mixed C&D loads to the Designated C&D Processing Facility for Recycling.

3. Company shall deliver Source Separated C&D such as, but not limited to, dirt, concrete, wood waste, cardboard, or other recyclable C&D materials to the Designated C&D Processing Facility or other Facility authorized for Recycling C&D, and shall deliver Salvageable Materials to a party for Reuse or salvage.

4. Company shall arrange for Processing of Organic Waste in the C&D at a Facility that recovers Organic Waste from C&D and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

I. **Plastic Bags.** Company shall annually submit to City written notice from the Designated Organic Waste Processing Facility confirming said Facility can remove plastic bags when Processing SSGCOW.

J. **Compostable Plastics.** Company may accept Compostable Plastics at the Designated Organic Waste Processing Facility. Pursuant to Article 5 of this Agreement, Company shall annually submit to City written notice from the Designated Organic Waste Processing Facility confirming said Facility can Process and recover these Compostable Plastics.
K. **Marketing.** Upon request, Company shall provide proof to the City that all Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Collected by Company were Processed and recovered materials were marketed for Recycling, salvage, or Reuse or as organics products in such a manner that materials are not deemed Landfill Disposal pursuant to SB 1383 and in a manner that materials are deemed Diversion pursuant to AB 939. All residue from the Recycling and Processing activities that is not marketed shall be reported to the City as residue and accounted for as Disposal Tonnage at the Designated Disposal Facility. No Source Separated Recyclable Materials, SSGCOW, Mixed Waste, or C&D shall be Transported to a domestic or foreign location if Landfill Disposal of such material is its intended use. If Company becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the City that is not consistent with Applicable Law, Company shall immediately inform the City and terminate its contract or working relationship with such party. In such case, Company shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials, SSGCOW, and/or C&D that is compliant with Applicable Law.

The performance of commodity markets for materials recovered from Source Separated Recyclable Materials shall not be considered a reason for deeming a Facility “unavailable”, nor shall it be considered an acceptable basis for the need to use an Alternative Facility, nor shall it serve as the basis for any adjustment in Company’s compensation under this Agreement, other than as specifically contemplated in Article 6 of this Agreement.

L. **Disposal of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Prohibited.** With the exception of Processing residue, which shall not exceed the limits established under Applicable Law, Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and C&D Collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the City.

If for reasons beyond its reasonable control, Company believes that it cannot avoid Disposal of the Source Separated Recyclable Materials, SSGCOW, Mixed Waste, or C&D Collected in the City, then it shall prepare a written request for City approval to Dispose of such material. Such request shall contain the basis for Company’s belief (including, but not limited to, supporting documentation), describe the Company’s efforts to arrange for the Processing of such material, the period required for such
Disposal, and any additional information supporting the Company’s request.

In addition, the request shall describe the Company’s proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written notice to the Company and request an alternative arrangement. The City shall consider the Company’s request and inform Company in writing of its decision within thirty (30) business days. Depending on the nature of the Company’s request, City may extend the thirty (30) business day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Company.

8.3 **Gray/Black Container Waste Disposal Standards** (Three- and Three-plus Container Systems that do not Allow Organic Waste, such as Food Waste in Gray/Black Containers)

A. **Disposal of Gray/Black Container Waste Collected.** Company shall Transport all Gray/Black Container Waste Collected under this Agreement to the Designated Disposal Facility.

B. **Disposal at Designated Facility.** Company shall not Dispose of Gray/Black Container Waste or residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

C. **Disposal Services.** Company shall provide Disposal services at the Designated Disposal Facility that include, but are not limited to:

1. Operating, managing, and maintaining the Solid Waste fill areas, including the placement, burying, and compaction of Solid Waste in the Refuse fill areas; stockpiling, placement, and compaction (if necessary) of Alternative Daily Cover, Alternative Intermediate Cover, and final cover; management of fill operations with regard to fill sequencing, side slopes configuration, and working face location and configuration;

2. Providing, operating, and maintaining all equipment, rolling stock, and supplies necessary for operations, closure, post-closure, and environmental monitoring;
3. Operating, maintaining, and managing leachate and Landfill gas management systems, groundwater monitoring and management systems, storm water drainage and control systems, treatment facilities, buildings, on-site roadways, utilities, and any other required facility elements.

8.4 Weighing of Discarded Materials

A. Maintenance and Operation. This Section 8.4 of this Exhibit 8 applies to motor vehicle scales used at the Designated Facilities. Designated Facilities shall be equipped with one or more State-certified motor vehicle scales in accordance with Applicable Law. Upon request, Company shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) days of City’s request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection vehicles Transporting Discarded Materials and all Transfer vehicles Transporting materials to another site. Company shall arrange for Facility operator to provide City with access to weighing information at all times and copies thereof within three (3) Business Days following the City’s request. Exceptions to weighing requirements are specified in Section 8.4.G. of this Exhibit 8.

B. Vehicle Tare Weights for Designated Facility(ies). Within thirty (30) days prior to the Commencement Date, Company shall coordinate with the Facility operator(s) to ensure that all Collection vehicles used by Company to Transport Discarded Materials to Designated Facilities are weighed to determine unloaded ("tare") weights. Company shall work with Facility operator(s) to electronically record the tare weight, identify vehicle as Company’s, and provide a distinct vehicle identification number for each vehicle. Company shall provide City with a report listing the vehicle tare weight information upon request. Company shall promptly coordinate with Facility operator to weigh additional or replacement Collection vehicles prior to Company placing them into service. Company shall check tare weights at least annually, or within fourteen (14) days of a City request, and shall retare vehicles immediately after any major maintenance service that could impact the weight of the vehicle by more than fifty (50) pounds.

C. Substitute Scales. If any scale at the Designated Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use reasonable business efforts to weigh
vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute portable scales until the permanent scales are replaced or repaired. Facility operator shall arrange for any inoperable scale to be repaired as soon as possible.

D. Estimates. Pending substitution of portable scales or during power outages, Facility operator shall estimate the Tonnage of the Discarded Materials Transported to and accepted at the Designated Facilities by utilizing the arithmetic average of each vehicle's recorded Tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Section 8.4 for each delivery of Discarded Materials to the Designated Facilities and each load of material Transferred to another Designated Facility(ies).

E. Weighing Standards and Procedures. At the Designated Facilities, Facility operator shall weigh and record inbound weights of all vehicles delivering Discarded Materials when the vehicles arrive at the Facility. In addition, Facility operator shall weigh and record outbound weights of vehicles for which Facility operator does not maintain tare weight information. Furthermore, Facility operator shall weigh and record outbound weights of all Transfer vehicles Transporting Discarded Materials from a Transfer Facility to another Designated Facility(ies) for Processing or Disposal.

F. Records. Facility operator shall maintain scale records and reports that provide information including date of receipt, inbound time, inbound and outbound weights (or tare weights) of vehicles, vehicle identification number, jurisdiction of origin of materials delivered, type of material, company/hauler identification, and classification, type, weight, and final destination of Discarded Material if the Discarded Materials are Transferred to another Designated Facility(ies).

G. Exceptions to Weighing Requirements. If the Designated Facility does not have motor vehicle scales to weigh Company's vehicles and Discarded Materials delivered to the Facility, Company shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the vehicle number. Company or Facility operator shall estimate the Tonnage of material delivered for each load based on the volumetric capacity of the vehicle and material density.
factors (e.g., pounds per cubic yard) approved by or designated by the City.

H. Upon-Request Reporting. If vehicle receiving and unloading operations are recorded on video cameras at the Designated Facilities, Company shall make those videos available for City review during the Designated Facilities’ operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

8.5 Rejection of Excluded Waste

A. Inspection. Company will use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and will not knowingly accept Excluded Waste at the Designated Facility(ies). Company will comply with the inspection procedure contained in its permit requirements. Company will promptly modify that procedure to reflect any changes in permits or Applicable Law.

B. Excluded Waste Handling and Costs. Company will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal Facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Designated Facility(ies). Company is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Company from the responsibility of handling Excluded Wastes that Company inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

8.6 Discarded Materials Evaluations at Designated Facilities

A. General. Company shall conduct the following “evaluations” at Designated Facilities:

1. Gray/Black Container Waste Evaluations. Waste evaluations of Gray/Black Container Waste at the Designated Transfer Facility (if applicable) in accordance with 14 CCR Sections 18998.1(a)(3)(A) and 17409.5.7.

2. Organic Waste Recovery Efficiency Evaluations. Waste evaluations at Designated Transfer Facility (if applicable) or Designated Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5.

3. Evaluation of Organic Waste in Residuals. Compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3, 17409.5.5, 17867 (Compost operations
and facilities), and 17896.44.1 (In-vessel digestion operations and facilities).

B. Record Keeping and Reporting. For the evaluations described above, Company shall maintain all records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3, as applicable. Company shall report this information to the City on a monthly basis in accordance with Article 8.

C. Scheduling of Evaluations. Company shall schedule evaluations during normal working hours. Company shall provide City notice of its intent to conduct evaluations at the Designated Facility(ies) at least ten (10) working days in advance of the evaluations.

D. Observance of Study by City and/or CalRecycle. Company acknowledges that, upon request, a representative of the City and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in Section 8.6.A of this Exhibit 8 conducted at the Designated Facility(ies).
EXHIBIT 9

COLLECTION SYSTEM OPTIONS

OPTION 1: Three-Container System (Blue, Green, and Gray/Black Containers)

1A. **General.** Upon initiation of services under this Agreement, Company shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray/Black Container Waste as specified in this Section, using Containers that comply with the requirements of Section 4.7.4.1.

1B. **Source Separated Recyclable Materials Collection (Blue Container).** Company shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials. Company shall Transport the Source Separated Recyclable Materials to (i) the Designated Source Separated Recyclable Materials Processing Facility, or (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Source Separated Recyclable Materials Processing Facility, as specified in Exhibit 8.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: newspaper (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, brown paper, paperboard, paper egg cartons, telephone books, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes); chipboard; corrugated Cardboard; glass containers of any color (including brown, clear, and green glass bottles and jars); aluminum (including beverage containers and small pieces of scrap metal); steel, tin, or bi-metal cans; mixed plastics such as plastic containers (no. one (1) to seven (7)), except expanded Polystyrene (EPS); bottles including containers made of HDPE, LDPE, or PET; film plastic (when clean, dry, and contained inside of a plastic bag). The Parties agree that the list of accepted types of Source Separated Recyclable Materials may be added to or removed from this list from time to time at the sole discretion of the City provided that in all cases SSBGW (including Paper Products and Printing and Writing Papers as defined by SB 1383, 14 CCR Section 18982(a)) is included for Collection. Company shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Prohibited Container Contaminants shall not be Collected in the Blue Containers.
1C. **SSGCOW Collection (Green Container)**

**Option 1C.1: Collection Program for SSGCOW (including Yard Waste and Food Waste) (Green Container)**

Upon initiation of services under this Agreement, Company shall provide Green Containers to Customers for SSGCOW Collection. Company shall Transport the SSGCOW to (i) the Designated Organic Waste Processing Facility, or (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit 8.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps, Food-Soiled Paper, Compostable Plastics (in the event Compostable Plastic is accepted at the Designed Organic Waste Processing Facility), and Yard Waste. The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Company shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Waste that are to be accepted for Collection in the SSGCOW Collection program include the items described in Section 1.111. The Parties agree that accepted types of Yard Waste may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Company shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpets, Non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Company may Collect Compostable Plastics in the Green Containers for Processing at the Designated Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Company shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Company shall provide written notification to the City annually that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. Company shall notify the City within five (5)
business days of the Facility’s inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Company’s proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

1D. **Gray/Black Container Waste Collection (Gray/Black Container).**

Company shall provide Gray/Black Containers to Customers for Collection of Gray/Black Container Waste. Company shall Transport the Gray/Black Container Waste to (i) the Designated Disposal Facility, or (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Disposal Facility, as specified in Exhibit 8. Company may allow carpets and textiles to be placed in the Gray/Black Containers. Prohibited Container Contaminants shall not be Collected in the Gray/Black Containers.

**OPTION 2: Two-Container System for SSGCOW and Mixed Waste (Green and Gray/Black Containers)**

2A. **General.** Upon initiation of services under this Agreement, Company shall provide a two-Container Collection program for all Customers for Collection of SSGCOW and Mixed Waste.

2B. **SSGCOW Collection (Green Container).** Company shall provide Green Containers to Customers for the Collection of SSGCOW, and shall Transport the SSGCOW to (i) the Designated Organic Waste Processing Facility, or (ii) the Designated Transfer Facility for Transfer and Transport to the Designated Organic Waste Processing Facility, as specified in Exhibit 8.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Waste, which are defined below; and Compostable Plastics (in the event that Compostable Plastics are accepted at the Designated Organic Waste Processing Facility). The Parties agree that types of SSGCOW may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Company shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld. Carpet, Non-
Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers.

Yard Waste that are to be accepted for Collection in the SSGCOW Collection program include materials described in Section 1.111. The Parties agree that accepted types of Yard Waste may be added to or removed from this list from time to time by mutual consent or at the sole discretion of the City. Company shall not add or remove materials to or from this list without written approval from the City or signed amendment to the Agreement, and such approval shall not be unreasonably withheld.

Company may Collect Compostable Plastics in the Green Containers for Processing at the Designated Organic Waste Processing Facility. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Company shall provide written notification to the City that the Facility can Process and recover these Compostable Plastics. Company shall provide written notification to the City annually that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. Company shall notify the City within five (5) business days of the Facility's inability to accept Compostable Plastics. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover Compostable Plastics; the period of time the Facility will not Process and recover Compostable Plastics; and, the Company's proposed plan to assist in education and outreach of Customers in the event that Compostable Plastics are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

2C. **Gray/Black Container Waste Collection (Gray/Black Container).** Company shall provide Gray/Black Containers to Customers for Collection of Mixed Waste (including Refuse and Recyclable Materials), and shall allow Generators to intentionally commingle all Mixed Waste, excluding SSGCOW, in the Gray/Black Containers. Company shall Transport the contents of the Gray/Black Containers to (i) the Designated High Diversion Organic Waste Processing Facility, or (ii) the Designated Transfer Facility for subsequent Transfer and Transport to the Designated High Diversion Organic Waste Processing Facility, as specified in Exhibit 8. Prohibited Container Contaminants shall not be Collected in the Gray/Black Containers.

3. **USE OF PLASTIC BAGS FOR SSGCOW COLLECTION (APPLICABLE TO OPTION 1 OR 2 ABOVE)**
3A. **Option 1: Food Waste in Plastic Bags in the Green Containers**

Company shall allow Commercial Customers, excluding Multi-Family Bin Customer, and Commercial Generators to place Food Waste in plastic bags and put the bagged Food Waste in the Green Container. At least three (3) months prior to the commencement of the use of plastic bags for the Food Waste program, Company shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383, and that the Designated Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Article 8, Company shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Designated Organic Waste Processing Facility can no longer accept plastic bags, City may assess Liquidated Damages or deem such failure an event of default under Section 11.1. Company shall notify the City within five (5) business days of the Facility’s inability to accept plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Designated Facility will not Process and recover plastic bags; and, the Company’s proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

3B. **Option 2: SSGCOW in Plastic Bags in the Green Containers**

Company shall allow Customers and Generators to place SSGCOW in plastic bags and put the bagged SSGCOW in the Green Container. At least three (3) months prior to the commencement of the use of plastic bags for the SSGCOW program, Company shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383, and that the Designated Organic Waste Processing Facility can Process and remove plastic bags when it recovers SSGCOW. Annually, in accordance with Article 8, Company shall provide written notification to the City that the Facility has and will continue to have the capabilities to Process and remove the plastic bags when it recovers SSGCOW. If, at any time during the Term of the Agreement, the Designated Organic Waste Processing Facility can no longer accept plastic bags, City may assess Liquidated Damages or deem such failure an event of default under Section 11.1. Company shall notify the City within five (5) business days of the Facility’s inability to accept plastic bags. The notification shall include: a
description of the reasons the Facility is no longer able to Process and recover plastic bags; the period of time the Designated Facility will not Process and recover plastic bags; and, the Company’s proposed plan to assist in education and outreach of Customers in the event that plastic bags are no longer accepted for Collection. Such changes shall be handled as a change in scope pursuant to Section 2.10.

4. C&D Collection

Company shall Collect C&D materials from all Customers that subscribe to its C&D Collection services and Transport the C&D to (i) the Designated C&D Processing Facility, or (ii) the Designated Transfer Facility for Transfer and Transport to an Designated C&D Processing Facility. Company shall provide C&D Collection and Processing services in accordance with this Agreement. Company shall charge Customers for C&D Collection services at City-approved Rates.
The information for this item is available at the City Clerk’s Office

(626) 570-5090
CITY OF ALHAMBRA
AGENDA REPORT

CITY MANAGER APPROVAL:

DATE: February 22, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Pearl Lieu, Finance Director

SUBJECT: TREASURER’S REPORT AS OF JANUARY 31, 2021

RECOMMENDATION:

It is recommended that the City Council receive and file the attached January 31, 2021 Treasurer’s Report.

BACKGROUND:

1. Attached is a copy of the Treasurer’s Report that lists the City’s investments as of January 31, 2021.

2. City investments are made in compliance with the City’s Investment Policy Statement as adopted by the City Council on June 8, 2020.

3. The attached January 2021 Treasurer’s Report lists investments held by the City as of January 31, 2021 as well as the current market value for such investments. All investments have been made in accordance with the City’s Investment Policy Statement as adopted by the City Council. The City invests primarily in the State of California’s Local Agency Investment Fund, Certificates of Deposit and U.S. Government Treasury and U.S. Agency securities, all of which are considered safe investments. All investments are considered first for safety, then liquidity and finally yield. Securities are purchased to be held until maturity and not to be traded for short term gains; however, if certain market conditions exist, the preservation of capital principal will be employed to maintain safety involving market and credit risk criterion.

FINANCIAL ANALYSIS:

Based upon California Government Code Section 53646 (b)(3), the City of Alhambra’s cash position is sufficient to meet its expenditure needs for the next six months.

ATTACHMENT:

January 2021 Treasurer’s Report
### CITY OF ALHAMBRA
### TREASURER'S REPORT
### January 31, 2021

### UNRESTRICTED CASH & INVESTMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CUSIP#</th>
<th>PURCHASE DATE</th>
<th>PURCHASE VALUE</th>
<th>MATURITY DATE</th>
<th>MATURITY VALUE</th>
<th>FACE VALUE</th>
<th>COST</th>
<th>FAIR VALUE</th>
<th>FAIR VALUE RATE</th>
<th>COUPON RATE</th>
<th>YIELD TO MATURITY</th>
<th>STATED RATE</th>
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<td>25-Jun-21</td>
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<td>74,611,685.03</td>
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<tr>
<td>Total Money Market Accounts</td>
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<td>51,942.62</td>
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<td>U.S. Government &amp; Agency Obligations:</td>
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<td>Total US Govt. &amp; Agencies</td>
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</table>

**TOTAL CASH & INVESTMENTS: $38,689,926.07**

Descriptions:
- FFCB - Federal Farm Credit Bank
- FHFA - Federal Home Loan Bank
- FNMA - Federal National Mortgage Association
- USTB - United States Treasury Bill
- USTNB - United States Treasury Note
- FHLMC - Federal Home Loan Mortgage Corp

* Fair Value Source - Bank of New York.

Note: The market value reflects the price at which a security could be sold. Since it is the City's philosophy to "hold to maturity" per the Statement of Investment Policy, the City will not experience any loss even though the market value may currently be less than the cost basis.
## CITY OF ALHAMBRA
### TREASURER’S REPORT
#### January 31, 2021

### RESTRICTED CASH AND INVESTMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FACE VALUE</th>
<th>BOOK VALUE</th>
<th>FAIR VALUE</th>
<th>STATED RATE</th>
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<tr>
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<td>ICMA (as of December 31, 2020)</td>
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<td>17,245,354.55</td>
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<td><strong>Total Employee Deferred Compensation Programs</strong></td>
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<td><strong>Cal-State LA Metrolink Station Authority:</strong></td>
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<td>Bank Demand Account (Bank of the West)</td>
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<td>17,525.80</td>
<td>17,525.80</td>
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<td>Money Market (Bank of the West)</td>
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<td><strong>Total Cal-State LA Metrolink Station Authority</strong></td>
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<td>155,079.22</td>
<td>155,079.22</td>
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<td><strong>Cash &amp; investments for Debt Issues [Pursuant to CA Government Code Section 53646(b) (1)]:</strong></td>
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<td><strong>Police Facility ‘92 COPs:</strong></td>
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<td>US Bank-Prin-inf Fund Acct # 94610510</td>
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<td>First American Treasury Obligations Fund</td>
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<td><strong>Alhambra Parking Authority Bond ’13</strong></td>
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<td>Bank of New York-Alham Parking 2013 Construction-Acct#346602</td>
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</tr>
<tr>
<td><strong>Alhambra Water Rev Ref Series ’16</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bank of New York-Alham Water 16 Debt Service-Acct#182116</td>
<td>1,005.26</td>
<td>1,005.26</td>
<td>1,005.26</td>
<td>0.03%</td>
</tr>
<tr>
<td>Dreyfus Treasury Cash Mgmt 521</td>
<td>2,666.84</td>
<td>2,666.84</td>
<td>2,666.84</td>
<td>0.03%</td>
</tr>
<tr>
<td><strong>Total Alhambra Water Rev Ref Series ’16</strong></td>
<td>22,667.76</td>
<td>22,667.76</td>
<td>22,667.76</td>
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</tr>
<tr>
<td><strong>Alhambra CJPIA General Liability Escrow</strong></td>
<td></td>
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<td></td>
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<tr>
<td>JP Morgan Chase-Alham CJPIA Excess Pool -Acct#606031737</td>
<td>141,401.85</td>
<td>141,401.85</td>
<td>141,401.85</td>
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</tr>
<tr>
<td>Cash</td>
<td>7,148.66</td>
<td>7,148.66</td>
<td>7,148.66</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cash and Investments for Debt Issues</strong></td>
<td>383,217.16</td>
<td>383,217.16</td>
<td>383,217.16</td>
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</tr>
<tr>
<td><strong>Total Restricted Cash and Investments</strong></td>
<td>33,618,294.35</td>
<td>33,618,294.35</td>
<td>33,618,294.35</td>
<td></td>
</tr>
</tbody>
</table>

G:\FINACCT\Investments\Treasurer’s reports\2021\01 Jan 21\Restricted
# CITY OF ALHAMBRA AS SUCCESSOR AGENCY TO THE
# ALHAMBRA REDEVELOPMENT AGENCY
# TREASURER'S REPORT
# January 31, 2021

## UNRESTRICTED CASH & INVESTMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FACE VALUE</th>
<th>BOOK VALUE</th>
<th>FAIR VALUE*</th>
<th>STATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Demand Account</td>
<td>6,188,627.57</td>
<td>6,188,627.57</td>
<td>6,188,627.57</td>
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<tr>
<td>Total Cash</td>
<td>6,188,627.57</td>
<td>6,188,627.57</td>
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</tr>
</tbody>
</table>

Total Unrestricted Cash & Investments: 6,188,627.57

## RESTRICTED CASH & INVESTMENTS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>FACE VALUE</th>
<th>BOOK VALUE</th>
<th>MARKET VALUE*</th>
<th>STATED RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RDA 2013A Industrial Red Project Tarb:</td>
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<td></td>
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</tr>
<tr>
<td>US Bank-Debt Ser Fund Acct # 207661100 Fidelity Government Portfolio Class I Fund</td>
<td>2,184,264.19</td>
<td>2,184,264.19</td>
<td>2,184,264.19</td>
<td>0.01%</td>
</tr>
<tr>
<td>US Bank-Debt Ser Fund Acct # 207661103 Assured Guaranty Municipal Ds Rsv. Bond Insurance Policy ($ 2,518,000)</td>
<td>1.00</td>
<td>1.00</td>
<td>1.00</td>
<td>0.00%</td>
</tr>
<tr>
<td>Total Cash &amp; Investments for Debt Issues</td>
<td>2,184,265.19</td>
<td>2,184,265.19</td>
<td>2,184,265.19</td>
<td></td>
</tr>
</tbody>
</table>

Total Restricted Cash & Investments: 8,372,892.76

* Latest available information from US Bank.