AGENDA
ITEM 10.A.

MANAGEMENT SERVICES DEPARTMENT

MEMORANDUM

DATE: February 16, 2021

TO: The Honorable City Council

FROM: Bryan Cook, City Manager

SUBJECT: **AMENDED AGREEMENT FOR COLLECTION OF SOLID WASTE, RECYCLABLES, AND YARD WASTE TO COMPLY WITH STATE LAW AND MANDATES**

RECOMMENDATION:

The City Council is requested to:

1. Approve the Third Amendment to the Amended and Restated Agreement with Athens Services (Attachment "A") to collect solid waste, recyclables, and yard waste to comply with State law and mandates; and

2. Find that the Third Amendment to the Amended and Restated Agreement with Athens Services is categorically exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulation Section 15308, which exempts "actions by regulatory agencies for protection of the environment." This Third Amendment is consistent with the goals of California State Assembly Bills 939, 341, and 1826, and Senate Bill 1381.

BACKGROUND:

The California Integrated Waste Management Act authorizes cities to contract for solid waste collection, transport and disposal services. The City has for over thirty (30) years contracted with Arakelian Enterprises, Inc., (dba Athens Services) to perform these services. While the services provided by Athens have been in compliance, the legal landscape in which those services must be provided has changed significantly over the past decade.

The State of California's adoption of new laws such as Assembly Bill 1594 (discontinue use of green waste as landfill cover), AB 1826 (mandatory commercial organics recycling) and Senate Bill 1383 (increasing the diversion of organics from the waste

stream) and related regulations passed by CalRecycle have significantly changed the manner in which solid waste must be collected and disposed with corresponding cost impacts for both waste generators and service companies.

Through its franchise hauler, Athens Services (Athens), these changes require that Temple City develop an operational plan and adjustment in services to comply with State Law. The City and Athens have worked on amending the existing franchise agreement to address the operational and service changes made necessary by the new laws. The proposed Third Amendment to the Amended and Restated Agreement will, if approved, put the City and Athens into a state of compliance and provide a solid foundation to address future changes.

ANALYSIS:

State Law now requires that trash be collected in three ways: regular garbage, recyclables, and green/organic food waste. To date, the sorting of recyclables and trash has been done by Athens through their facilities.

On August 18, 2020, the City was sanctioned by California's regulatory agency CalRecycle for not already having a separate collection system to accommodate the three waste streams required by State law. This sanction now allows the State to impose fines on the City of up to $10,000 per day if a comprehensive program is not implemented by January 1, 2022.

It has been requested that the State and CalRecycle hold off on implementing this mandate, but the State has refused to change or delay this mandate. Hence, to avoid crippling fines, the City and Athens developed a method and plan that would satisfy State requirements economically and efficiently.

This mandate from the State requires adjustments to Athens's existing services and programs and the amendment of the City's existing franchise agreement with Athens. City Staff, along with special legal counsel (Burke, Williams, Sorenson) and independent waste disposal experts from R3 consulting, have worked with Athens to develop new services and programs. If approved, the City will submit this new agreement to CalRecycle and immediately request that the State sanction be lifted and relieve the City from potential fines or punitive enforcement measures.

The following is a listing of the required changes addressed in the Third Amendment:

1. ***Transition residential customers to multi-cart container automated collection system and once-a-week pick up:***

The most feasible way to comply with the State requirements for collecting the three forms of waste is to move to a multi-cart automated collection system with pick-up once a week for residential customers. Under State law requirements, bulky item pick-up service is not impacted; therefore, this service will continue to remain at its current once a week schedule. Athens will now require that residents make an appointment to schedule the once-a-week bulk-item refuse pick-up.

All single-family residential customers will receive new standard 64-gallon carts – which are specially designed plastic wheeled containers (regular waste, recyclables, and green/organic food waste) without charge. These carts are generally twice the size of the typical trash container but contain wheels for ease of movement. Single-family residents may choose to have a 96-gallon container or a 32-gallon container for a slightly different monthly service rate. Qualifying seniors who are the head-of-household living in single-family residence may opt to receive base service at a reduced rate utilizing 32-gallon carts. Qualification would be similar to senior reduced rate programs through Edison or SoCal Gas.

Commercial customers and the multi-family housing complexes that use bin services will also be receiving new bins in most cases. Similar to residential customers, commercial and multi-family customers will require separate organics collection to comply with the State law. Athens will be working with each commercial customer to develop the most economical and viable container sizes and collection frequency and agrees to complete this conversion to this new system by July 1, 2021.

2. ***Adjustment in rates to accommodate mandated changes and rate increase caps***

Residential and commercial customer service rates have remained the same with no service rate increases since July 1, 2018. Every year prior to 2018, the service rate increased by the Consumer Price Index (CPI) and/or the increased cost of disposal. Now, due to the State mandates, adjustments in service rates must be made to accommodate these State mandated services.

Currently, residential customers pay an average service rate of $35.90 per month. Effective as of January 1, 2021, all residential customers will see a $1.31 per month (or 3.65%) increase in the monthly service charge. On July 1, 2021, rates will be adjusted annually according to CPI and a one percent capital replacement charge.

Effective as of January 1, 2021, all Commercial bin users will see a service rate increase of 20.2%, and multi-housing unit complexes will have a service rate increase of 26.5%. This is due to the additional collection, sorting, and diversion requirements imposed on commercial businesses by the State. On July 1, 2021, rates will be adjusted annually according to CPI and a one percent capital replacement charge.

Once Athens transitions to the new automated collection service, residents will have the choice of the following:

1) Keep the standard 64-gallon carts with no additional monthly service charge;

2) Upgrade to 96-gallon carts for an additional $5.02 more per monthly service charge;

3) Downgrade to 32-gallon carts for (- $2.41) less per monthly service charge; or

4) Qualifying seniors will be eligible for a decrease of (- $5.76) less to their monthly service charge if using a 32-gallon carts as their base service.

Additionally, beginning on July 1, 2021, Athens Services may not increase services rates by more than 5% for three consecutive years, with a minimum increase of 1% per year as a capital replacement fee. In the previous agreement, there was no cap on the annual increase to the monthly service rate.

3. Performance Reviews, Reporting, and Insurance Enhancements

The existing franchise agreement does not provide for the City to undertake performance reviews and audits of Athens. Also the franchise agreement inadequately addresses Athens's obligation to report information to the City necessary to satisfy CalRecycle requirements. The proposed Third Amendment specifically addresses both of these issues and creates clear guidance to the waste hauler of its obligation to provide all reporting necessary to satisfy CalRecycle requirements and to allow for the City to conduct performance reviews and audits on a regularly scheduled basis.

Additionally, the existing agreement's insurance requirements have been updated to include more comprehensive coverage for business operations and pollution claims; for example there is no requirement for pollution insurance claims in the existing agreement. All areas of claims liability have been addressed in this amended agreement including, general business liability, vehicle, worker compensation, and pollution insurance coverage.

4. Requirements to protect City against compliance claims and future changes in the law

A significant concern for the City and, by extension, the residents and businesses of the City is that the State of California may now impose penalties when waste hauling, recycling, and organic recycling programs and measures are not implemented. The proposed Third Amendment complies with State requirements to avoid such penalties. The City will subsequently submit this amended agreement to the State and demand

that the City be removed from the sanction process imposed by CalRecycle in August 2020.

The proposed Third Amendment also creates a clear mechanism for the parties to review, address and implement future changes in the law that impact any aspect of the solid waste services provided under the agreement. The City is agreeing to meet and confer with Athens to assess the impact of future laws and the costs associated with those impacts. Athens is agreeing to implement needed service, operational, and programmatic changes required in the future.

5. Term of Agreement, Payments, and Compliance Fees

Athens Services has an existing long-term franchise agreement as the City's exclusive waste hauler. At present, the term has at least another 25 years left. This type of agreement is not unusual for jurisdictions the size of the City. The benefit of long-term agreements are that they provide stability for the waste hauler who can make long-term disposal contracts and investments in necessary capital equipment, and facilities while the City can provide its residents and business with a higher degree of rate stability and modernized efficient service. In short, it ensures service recipients the highest level of services, rate stability, and accountability to customers.

The proposed Third Amendment would provide Athens a renewed 30-year term that automatically renews (provided Athens is not in default) every year. The Third Amendment clarifies the process and terms in which the automatic renewal provision may be cancelled. To minimize the costs to service recipients, the Third Amendment amortizes the substantial capital costs (new trucks, carts, bins, composting etc.,) necessary to satisfy the new State mandates over many years to alleviate substantial and high upfront costs to customers. Shorter term agreements may not facilitate or make financially feasible the long-term investments and other contracts necessary to address the expensive costs of compliance. Without a long-term agreement, the customer may be left to bear the full cost burden of compliance that State mandates up-front rather than over time and would see significantly increased initial rates.

There is currently no franchise fee imposed on residential customers, and none is proposed. Additionally, the 5% franchise fee on commercial customers will remain unchanged. In lieu of any adjustments to franchise fees being passed on to the customer, the City will receive a contract extension payment of $300,000 per year after every annual renewal period. This payment is not passed on directly to customers, as is the franchise fee.

Additionally, AB 939 fees (which are collected to allow the City to comply with the monitoring and reporting functions required by the State) will be increased slightly from

0.5% to 1.0%, or on average 35 cents per month for residential customers and 3% to 5% for commercial customers.

6. Transition to New Service and Environmental Benefits

Under the proposed Third Amendment, Athens has agreed to a transition plan (Attachment "B") allowing residential and business customers to move into this new system with the least amount of inconvenience and no interruption of service. A shift from manual to automating pickup of trash containers would mean less handling of the containers, given the current pandemic situation, and two days a week pickup to one day would translate to less trucks on the street. Athens will also be providing new clean-fuel collection vehicles. Over the coming months, Athens will be engaging all customers about this change and their options to ensure a smooth transition to this service.

Unfortunately, the City is at a point in time where a delay of this significant change in service cannot wait any longer. Any further delay will allow the State of California to impose penalties and fines that will create an untenable situation for the City, at which point the ability to remedy will become very costly.

City Council's approval of the Third Amendment to the Amended and Restated Agreement with Athens Services is categorically exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulation Section 15308, which exempts "actions by regulatory agencies for protection of the environment." This Third Amendment is consistent with the goals of California State Assembly Bills 939, 341, and 1826, and Senate Bill 1381.

STRATEGIC GOALS:

City Council's approval of the Third Amendment to the Agreement with Athens Services for collection of solid waste, recyclables, and yard waste to comply with State law and mandates will promote the City's Strategic Goals of Sustainable Infrastructure.

FISCAL IMPACT:

Approximately $300,000 a year will be provided to the City's General Fund in-lieu of any adjustment to franchise fees passed on to residential customers. Increases in AB 939 fees will provide approximately $60,000 per year in the AB 939 Fund to offset compliance costs.

ATTACHMENTS:

A. Third Amendment to the Amended and Restated Agreement with Athens Services to collect solid waste, recyclables, and yard waste
B. Transition Plan from manual to automated service

THIRD AMENDMENT TO AMENDED AND RESTATED AGREEMENT RE: COLLECTION OF SOLID WASTE, RECYCLABLES, AND YARD WASTE

This Third Amendment to the Amended and Restated Agreement re: Collection of Solid Waste, Recyclables, and Yard Waste ("Amendment") is effective as of February 16, 2021 ("Effective Date"), by and between the city of Temple City, a California charter city (the "City"), and Arakelian Enterprises, Inc., a California corporation d/b/a Athens Services ("Contractor"). The City and Contractor may hereinafter be individually referred to as "Party" or collectively as the "Parties."

RECITALS

A. WHEREAS, the City and Contractor entered into that certain Amended and Restated Agreement re: Collection of Solid Waste, Recyclables, and Yard Waste on February 18, 2003, and entered into subsequent amendments thereof dated July 1, 2005, and August 5, 2008 (collectively, the "Agreement").

B. WHEREAS, the Legislature of the State of California has enacted certain new laws pertaining or relating to solid waste handling with which the City must comply, including AB 341, AB 901, AB 1594, AB 1826, and SB 1383.

C. WHEREAS, the foregoing changes in law necessitate certain modified or additional services in order to bring the City into compliance with applicable law. As a result, the cost of collecting, disposing of, and diverting solid waste, recyclables, yard waste, and organic waste to Contractor is anticipated to increase, and the City and Contractor have agreed to implement certain operational changes pertaining to the provision of services in the City in accordance with this Amendment.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the above recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to amend the Agreement as follows:

1. **Amended Definitions.** Section 1.1 shall be amended to modify paragraph (k) "Waste" as follows:

> (k) "Waste" shall mean Solid Waste, Organic Waste, and Recyclables together.

2. **Added Definitions.** New paragraphs "(m) Organic Waste," "(n) Organic Waste Processing Facility," "(o) Food Waste," "(p) Carts," "(q) Multi-Family Units," "(r) Applicable Law," "(s) Gross Receipts," and "(t) Integrated Waste Management Act" shall be added to Section 1.1 as follows:

> (m) "Organic Waste" shall have the meaning set forth in Public Resources Code § 42649.8(c).
>
> (n) "Organic Waste Processing Facility" shall mean a commercial facility permitted by the State of California

which accepts and processes, by composting or other permissible methods, Organic Waste for diversion from landfill disposal.

(o) "Food Waste" shall mean food scraps and trimmings and other putrescible waste that results from food production, preparation, storage, consumption, or handling. For the avoidance of doubt, Food Waste includes, without limitation, meat, fish and dairy wastes, fruit and vegetable wastes, grain waste, and compostable food contaminated paper products.

(p) "Cart" shall mean a waste receptacle (e.g., a trash can) provided by the customer for the collection of Solid Waste consistent with Section 5.11 of the Agreement.

(q) "Multi-Family Dwelling Unit(s)" or "MFDs" shall mean any structure or structures having five (5) or more dwelling units under common ownership, or developed into a multi-family development with individual unit owners, sharing common walls, common areas, common utilities, or common facilities, including without limitation apartment buildings, townhomes, condominiums, group living facilities, assisted living facilities, and similar structure uses. For the purpose of this Agreement, MFDs that receive Waste collection services by means of carts shall be treated as residential units for all purposes and MFDs that receive Waste collection services by means of bins, roll-offs, or other commercial containers shall be treated as commercial units for all purposes under this Agreement.

(r) "Applicable Law" shall mean all federal, state, and local laws, ordinances, regulations, rules, or published judicial orders, judgments, decrees, or rulings, governing or affecting the collection, management, diversion, transport, transformation, and disposal of Waste or the contractual duties of the Parties under the Agreement.

(s) "Gross Receipts" shall mean revenue amounts actually received by Contractor for services rendered or to be rendered pursuant to the terms of this Agreement. Gross Receipts shall be calculated based upon the cash method of accounting and in accordance with Generally Accepted Accounting Principles (GAAP). The term Gross Receipts, for purposes of this Agreement, does not include any revenues generated from the sale of Recyclables, compost

product or energy, or other receipts from State and local government accounts (e.g., grants, cash awards, and rebates) resulting from the performance of this Agreement, and does not include the Franchise Fee or AB 939 Support Fee collected by Contractor on the City's behalf and to be remitted to the City as provided in this Agreement.

(t) "Integrated Waste Management Act" or "IWMA" shall mean the California Integrated Waste Management Act of 1989, codified at 40000 et seq., of the California Public Resources Code, as may be amended from time to time, inclusive of AB 939 (1989), AB 341 (2011), AB 1826 (2014), AB 1594 (2014), AB 901 (2015), SB 1016 (2008), and SB 1383 (2016) and including implementing regulations duly promulgated and adopted by the California Department of Resources and Recovery ("CalRecycle").

3. **Term; Extension Payments.** Sections 3.1 and 3.2 shall be deleted in their entirety and replaced with the following:

3.1 Term of Agreement.

The term of this Agreement shall be thirty (30) years from July 1, 2020; provided however, that commencing July 1, 2021, and on July 1 of each subsequent year (or if falling on a weekend or holiday, the next business day) thereafter, automatic one-year extensions shall be applied to this Agreement subject to Section 3.3, so that the term of this Agreement shall thereafter remain at a constant thirty (30) years.

3.2 Extension Payments to the City.

The one-year renewal and extension provision provided in Section 3.1 shall remain in effect, provided that on June 30, 2021, and continuing on June 30 of each subsequent year (or if falling on a weekend or holiday, the next business day) thereafter, and except as provided in Section 3.3 (Wind-Down Notice), Contractor pays the City the initial amount of THREE HUNDRED THOUSAND DOLLARS AND NO CENTS ($300,000.00) as an extension payment ("Extension Payment") and thereafter as adjusted as provided herein. The Extension Payment shall be in addition to any payment to the City otherwise required of Contractor under this Agreement including any Franchise Fee or other fees due to the City under this Agreement. The Extension Payment shall increase annually by the change in the Consumer Price Index in the same manner and by the same percentage as Contractor's Maximum Service Rates may annually be increased as provided for in Section 8.4, plus an additional one percent (1%) in the same manner as the Capital Replacement Fee may be annually increased as provided for in Section 8.4. Contractor shall also tender a payment of $150,000.00 to the City within five (5) days of the effective date of the Parties' third amendment to this Agreement, which will be the prorated Extension Payment amount for 2020.

3.2.1 Eligibility for Renewal and Extension.

In order for the one-year renewal and extension provision to remain in effect, at the time the Extension Payment is due, Contractor must not be in default of the Agreement upon Contractor tender of payment, provided that the foregoing shall not apply if Contractor is in the process of curing an event of default, as provided under Section 10.1.

4. **Wind-Down Notice.** A new paragraph shall be added to the Agreement as Section 3.3, providing as follows:

3.3 Wind-Down.

The City may cancel the one-year renewal and extension provision provided in Section 3.1 in accordance with each of the following:

(a) **Notice of Intent to Wind-Down.** No earlier than January 1, 2026, and no later than February 15, 2026, or any time between January 1 and February 15 in any year thereafter, the City must issue written notice if it intends to cancel said provision and commence the wind-down of the remaining 30-year fixed term of the Agreement ("Notice of Intent to Wind-Down"). The Notice of Intent to Wind-Down may be issued without cause.

(b) **Meet and Confer.** Between February 15 and June 15 of the year the City issues its Notice of Intent to Wind-Down, the City must meet and confer with Contractor at least two (2) times on mutually agreeable dates to discuss in good faith rescinding the Notice of Intent to Wind-Down in exchange for an amendment to the Agreement. The Parties may, but are not obligated to, meet more frequently than required herein, provided that no such conferences shall act to extend or delay cancellation of the one-year renewal and extension provision unless expressly agreed to in writing by the Parties. Any such agreement shall also postpone the date upon which the Extension Payment would otherwise be due if conferences extend after June 15 of the year the City issues its Notice of Intent to Wind-Down. The City must meet and confer in good faith, but is not obligated to propose or agree to any amendment to the Agreement.

(c) **Notice of Effective Wind-Down.** Subject to compliance with the foregoing, and no later than June 15 of the year the City issues its Notice of Intent to Wind-Down unless extended by mutual agreement between the Parties, the City must deliver written notice to Contractor that it has concluded efforts to meet and confer in good faith and the one-year renewal and extension provision is canceled as of the date of said notice ("Notice of Effective Wind-Down"). Upon Notice of Effective Wind-Down, the Agreement will remain in full force and effect for a fixed term of 30 years beginning July 1 of the year the notice is issued to Contractor.

Notwithstanding the foregoing, the cancellation of the one-year renewal and extension provision shall not become effective if the Parties mutually agree to approve and execute an amendment to this Agreement as provided herein and/or the

City fails to issue its Notice of Effective Wind-Down within the time prescribed herein. In the event the City issues a Notice of Effective Wind-Down, then Contractor shall be relieved of the obligation to pay the City any Extension Payment that would otherwise be due on July 1 of the calendar year the City issues a Notice of Effective Wind-Down and for the remaining term of the Agreement.

5. **Consideration to the City.** Section 4.3 shall be deleted in its entirety and replaced with the following:

4.3 Franchise Fee.

Contractor shall pay a "Franchise Fee" equal to five percent (5%) of Gross Receipts received by Contractor (excluding all receipts collected from residential customers receiving cart-only service). The Franchise Fee shall be paid annually in equal quarterly installments on July 30, October 30, January 30, and April 30 of each City fiscal year, with the first quarterly installment payment due hereunder on April 30, 2021. All undisputed payments will be delinquent if not paid in full within five (5) calendar days of the due date. The Parties agree that the Franchise Fee, inclusive of any Extension Payments, is the product of bona fide arm's-length negotiations between the Parties that took place over a period of more than twelve (12) months. The City, its consultants, and Contractor have reviewed and analyzed the Waste-handling services rates charged in other similarly situated municipalities in Southern California, and the City has determined (i) the Franchise Fee is comparable to that of similarly situated municipalities in Southern California, and that it reflects a reasonable estimate of the value of the franchise being conveyed to Contractor, and (ii) the rates set forth herein are comparable to and representative of the actual service costs.

4.4 AB 939 Support Fee.

Contractor shall levy and collect on behalf of the City and remit to the City monthly an "AB 939 Support Fee" on all Gross Receipts collected by Contractor. The fee is intended to reimburse the City's costs to provide AB 939 support services. The AB 939 Support Fee shall be paid annually in equal quarterly installments on July 30, October 30, January 30, and April 30 of each City fiscal year, with the first quarterly installment payment due hereunder on April 30, 2021. Commencing January 1, 2021, the AB 939 Support Fee shall be one-half of a percent (0.5%) on each single- and multi-unit residential account receiving cart-only service and three percent (3%) on all other multi-unit residential and commercial accounts. Commencing on July 1, 2021, and continuing annually thereafter unless adjusted by the City, the AB 939 Support Fee shall be one percent (1%) on each single- and multi-unit residential account receiving cart-only service and four percent (4%) on all other multi-unit residential and commercial accounts. The City may adjust the AB 939 Support Fee by providing written direction to Contractor specifying the adjusted fee amount at least thirty (30) days prior to Contactor's next billing cycle.

4.5 Illustrations of Payment to the City.

By way of illustration, the following are example calculations of how the Franchise Fee and AB 939 Support Fee are calculated.

Example 1 (cart-only services): If the Gross Receipts collected from a residential customer receiving cart-only services are $20.00, the Franchise Fee shall not apply, but commencing on January 1, 2021, the customer will be charged 0.5% for the AB 939 Support Fee, resulting in a total payment of $20.10 ([$20.00 ÷ (1.0 – 0.005)] = $20.10). If the Gross Receipts collected from the customer remain the same, commencing July 1, 2021, no Franchise Fee is due, but the customer will be charged 1% for the AB 939 Support Fee, resulting in a total payment of $20.20 ([$20.00 ÷ (1.0 – 0.01)] = $20.20).

Example 2 (all other services): If the Gross Receipts collected from commercial accounts are $20.00, the Franchise Fee shall be 5%, and commencing on January 1, 2021, the customer will be charged 3% for the AB 939 Support Fee, resulting in a total payment of $21.74 ([$20.00 ÷ (1.0 – 0.05 – 0.03)] = $21.74). If the Gross Receipts collected from the customer remain the same, commencing July 1, 2021, the Franchise Fee remains the same but the customer will be charged 4% for the AB 939 Support Fee, resulting in a total payment of $21.98 ([$20.00 ÷ (1.0 – 0.05 – 0.04)] = $21.98).

6. **Residential Waste Collection Services.** The first paragraph of Section 5.2 of the Agreement shall be deleted in its entirety and replaced with the following provision (the second, third, and fourth paragraphs shall remain in full force and effect):

5.2 Residential Waste Collection Services.

(a) **Service Frequency.** Contractor shall collect one (1) time per week, and deliver for processing or disposal, all Waste, Bulky Waste, and other compostables generated at single- and multi-unit residential premises receiving cart-only services.

(b) **Cart Placement.** Carts shall be placed for collection within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and customer, that will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Commingling.** Solid Waste and Recyclables may be commingled. Yard Waste (and Organic Waste when required under the Applicable Law) must be source-separated and placed in a specifically identified receptacle. Nothing in this section prohibits Contractor from utilizing a mixed-waste collection system in which Solid Waste and Recyclables are commingled and subsequently processed at a Contractor-selected MRF. Further, Contractor may comingle Waste (including Yard Waste) due to access or space limitations or customer objections that preclude Contractor from reasonably furnishing the default level of service as specified in Section 5.2(f), provided Contractor presents advance notice to the City Manager.

(d) **Residential Food Waste.** The collection and processing of Food Waste from single- and multi-unit residential premises receiving cart-only services will be deferred until January 1, 2022, at which time Contractor will permit customers at said premises to commingle Food Waste and Yard Waste in carts designated for Yard Waste and process such waste at an Organic Waste Processing Facility that complies with SB 1383.

(e) **Transition; Automation.** The City and Contractor agree that Contractor will be transitioning from twice weekly manual collection services to once weekly automated collection services for such residential premises to be fully implemented no later than July 1, 2021, in accordance with a "Transition Plan" to be provided by Contractor and subject to the approval of the City Manager.

(f) **Carts.** The default service level for cart-only customers shall be three (3) 64-gallon carts (except for qualifying senior citizens for whom the default service level will be three (3) 32-gallon carts); or at the request of the customer, Contractor may provide additional carts at rates specified in Exhibit D, "Current Maximum Rate Schedule."

7. **Collection Vehicle Operations and Upgrades.** Section 5.10(e) of the Agreement shall be amended, and a new Section 5.10(f) titled "Collection Vehicle Upgrades" shall be added to the Agreement, to read as follows:

(e) **Operation**.

1. Operations in Compliance with Law. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances, inclusive of Applicable Laws governing the weight of collection vehicles.

2. Registration and Inspection. All collection vehicles used by Contractor to provide service within the City are to be registered with the California Department of Motor Vehicles and shall be subject to an annual California Heavy Duty Vehicle Inspection, smog check certifications, and such other safety inspections as may be required under the California Vehicle Code. Contractor shall keep and maintain a vehicle maintenance and inspection log for each collection vehicle. Upon request of the City but not more frequently than annually, Contractor shall provide the City with a copy of the vehicle maintenance log, smog check certifications, and any safety compliance report issued pursuant to California Vehicle Code § 34500, within five (5) business days of the request.

3. Vehicle Inventory. On or before April 1 of each year, Contractor shall provide the City with an updated and current inventory of collection vehicles and other heavy equipment utilized

by Contractor to provide the services required under this Agreement. The inventory must indicate each vehicle by Contractor assigned identification number, DMV license number, the age of the chassis and body, date of acquisition, current odometer reading, type of fuel used, type and capacity of each vehicle, and the tare weight of each vehicle.

(f) **Collection Vehicle Upgrades.** Contractor, at its own cost and in accordance with any City-approved Transition Plan, shall ensure that no later than July 1, 2021, all vehicles used by Contractor for the collection of carts provided under this Agreement shall (i) be model year 2020 or later with under 2,000 vehicle miles traveled when delivered to the City and (ii) meet applicable clean air standards (currently SCAQMD Rule 1193). No later than July 1, 2021, vehicles used for collection of carts shall be fully automated except where such service is not feasible because of topographic or other physical factors as approved in advance and in writing by the City Manager. Contractor shall use front-end loaders or roll-off vehicles for bins and roll-off containers. Contractor must replace each automated collection vehicle with a new automated collection vehicle on or before the expiration of the tenth (10th) year from manufacture date and any other vehicle used within the City with a new vehicle on or before the expiration of the twelfth (12th) year from manufacture date. Use of a non-compliant vehicle shall be considered a material breach of this Agreement, which shall be curable within thirty (30) days after receiving written notice from the City specifying the breach and the date by which Contractor must cure. Notwithstanding the foregoing, the City Manager may approve in writing variances to the new vehicle and vehicle replacement requirements specified hereunder on a case-by-case basis and upon clear evidence that a vehicle is in or remains in superior operational condition, is safe, has passed a vehicle inspection, is acceptable in appearance, and is not in violation of any clean air standards or any laws applicable to such vehicles.

8. **Purchase and Distribution of New Carts for Residential Premises.** Section 5.11(a) shall be deleted in its entirety and replaced with the following:

(a) **Residential.** Contractor shall provide carts to customers located at single-unit and multi-unit residential premises that do not require bins or roll-off containers. Such carts shall have a rated capacity of at least thirty-two (32) and not more than one-hundred (100) gallons, and shall comply with the cart specifications in Exhibit G, "Cart Specifications and Replacement Protocol." No later than July 1, 2021, and in accordance with a City-approved Transition Plan, Contractor shall have acquired and distributed, at its sole cost, fully assembled and functional Solid Waste, Recyclables, and Organic Waste carts suitable for automated collection at such residential premises within the City. The size and number of carts to be distributed to each customer hereunder will be in accordance with any customer waste assessment performed by Contractor and approved by the City Manager. Distribution shall be completed within five (5) business days of any such assessment.

9. **Organic Waste Program.** A new Section 5.15 titled "Organic Waste Program" shall be added to the Agreement to read as follows:

5.15 Organic Waste Program.

Contractor will provide staff, labor, and materials for the implementation, operation, and support of the City's mandatory Organic Waste program in accordance with Applicable Law. This includes (i) account site visits and reviews, and the tracking thereof; (ii) public education and outreach in accordance with Exhibit I, "Public Education and Outreach"; (iii) meeting with CalRecycle staff; (iv) providing Organic Waste tonnage data to both the City and CalRecycle; and (v) providing Organic Waste collection services as provided in this Agreement. Contractor shall only be required to collect source-separated Organic Waste. Organic Waste shall be directed to an Organic Waste Processing Facility.

5.15.1 Provision of Base Services for Commercial Customers.

The default Organic Waste service for commercial customers shall comprise a collection frequency of one (1) time per week and one (1) 64-gallon cart. Based on a waste assessment performed by Contractor and approved by the City Manager, said customers may have the level of service changed to the following container types: (i) one cart of 35 gallons to 64 gallons in size, (ii) one bin of 1.5 to 2 cubic yards in size, or (iii) one metal roll-off container with a capacity of 10 or more cubic yards. Contractor may assess additional charges for Organic Waste services above the default 64-gallon service and/or above the minimum collection frequency in accordance with Exhibit D, "Current Maximum Rate Schedule." Actual quantity and type of containers(s) provided by Contractor shall be determined by Contractor following an assessment of the needs of a given customer as approved by the City Manager. Contractor reserves the right to inspect, audit, and review the service level (quantity and type of container(s) and weekly collection frequency) of Organic Waste services provided to each customer receiving Organic Waste collection services. Contractor may reduce or increase any Organic Waste service level based on the inspection, audit, and review, subject to the City Manager's right to review. Contractor shall not be liable for any claims, actions, obligations, demands, damages, liabilities, costs, or expenses for any damages or injuries caused by or arising from (i) the failure of commercial customers to accept Organic Waste services at levels determined in accordance with this Section 5.15.1 or (ii) the suspension or termination of services upon non-payment in whole or part by commercial customers, provided Contractor reports such instances of non-compliance or non-payment to the City for City code enforcement in accordance with Section 5.15.2. For the avoidance of doubt, the default service shall not include any edible Food Waste recovery program for commercial customers.

5.15.2 Mandatory Organic Waste Program.

Organic Waste services shall be offered to all commercial customers. The City agrees to implement an Organic Waste ordinance that will require all commercial customers to mandatorily accept Organic Waste services with no exemptions and will include fines, penalties, and other remedies for customers found to be in violation of the ordinance. Contractor shall coordinate with the City by providing, upon City request, notice to the City of any or all persons refusing Organic Waste services. The City shall be responsible for all fines, penalties, and other enforcement actions available through its police powers to enforce its ordinances.

5.15.3 Volumetrics; Collection from Multiple Cities.

Contractor may collect Organic Waste from multiple cities within one Organic Waste route and, if so, will report Organic Waste tonnage among the cities by volume. With respect to reporting, Contractor shall apportion the tonnage shares between cities as follows: (i) calculate the total local Organic Waste cart, bin, and roll-off capacity for each city on the given Organic Waste route ("Local Capacity"), (ii) divide the Local Capacity in each city by the total capacity of all cities participating in the given Organic Waste route ("Local Share"), and (iii) multiply the Local Share by the total load collected and reported by an Organic Waste Processing Facility ("Organic Collection Amount"). To the extent not included in the foregoing, the Organic Collection Amount shall be reported to allow the City to identify amounts attributable by "line of business" (which, for the purposes of this provision, shall include aggregated residential, commercial, and where applicable, roll-off accounts).

By way of illustration, assume an Organic Waste route provides service to 50 accounts, with a total of 2,450 organic gallons across all accounts, and the weight ticket from a given Organic Waste Processing Facility reports a total load of 4.52 tons. Further, assume City A has 25 accounts with a Local Capacity of 1,200 organic gallons, City B has 15 accounts with a Local Capacity of 700 organic gallons, and City C has 10 accounts with a Local Capacity of 550 organic gallons. Accordingly, the Local Share of City A is 49% (1,200 / 2,450), the Local Share of City B is 29% (700 / 2,450), and the Local Share of City C is 22% (550 / 2,450). With total tons of 4.52, City A will be allocated an Organic Collection Amount of 2.21 tons (49% x 4.52), City B will be allocated an Organic Collection Amount of 1.31 tons (29% x 4.52), and City C will be allocated an Organic Collection Amount of 1.00 ton (22% x 4.52). These tonnages will be reported to each of the three cities in their individual tonnage reports, with further detail to allow the City A, B, and C to identify which

portions of the Organic Collection Amount are attributable to residential, commercial, and roll-off accounts.

5.15.4 Residential Yard Waste (AB 1594); Short-Lived Climate Pollutants (SB 1383).

The Organic Waste program hereunder shall include the collection of residential Yard Waste, which shall be delivered to a Contractor-selected Organic Waste Processing Facility for processing in a way that will be counted as diversion, as defined by AB 1594. Further, upon the adoption of final regulations by CalRecycle to achieve the Organic Waste reduction goals for 2020 and 2025 in accordance with SB 1383, Contractor will expand Organic Waste collection services to residential customers as specified in Section 5.2(d) unless additional or modified services are required, in which case such changes will be addressed in accordance with Section 7.7.

5.15.5 Service Changes or Modifications.

If additional or modified Organic Waste services are necessary and Contractor will otherwise incur additional costs, such as but not limited to changes in service frequency requirements mandated by Applicable Law, the Parties will review whether a reasonable rate adjustment in accordance with Sections 7.6, 7.7, and 8.3, as applicable.

10. **Contamination Protocols; Dispute Resolution.** A new Section 5.16 titled "Contamination Protocols" shall be added to the Agreement to read as follows:

5.16 Contamination Protocols.

Organic Waste, Recyclables, and Yard Waste containers may not be contaminated if diverted from landfills. Organic Waste, Recyclables, and Yard Waste containers are deemed to be contaminated, if, by visual or digital inspection, five percent (5%) or more by volume of (i) an Organic Waste container contains commingled garbage, Recyclables, or Yard Waste; (ii) a Recyclables container contains commingled Solid Waste, Organic Waste, or Yard Waste; or (iii) a Yard Waste container contains commingled Solid Waste, Organic Waste, or Recyclables. Notwithstanding the foregoing, if CalRecycle or the designated destination facility (or if such facility is controlled by Contractor, the nearest third-party destination facility not controlled by Contractor) requires use of a different percentage by volume threshold, then Contractor will utilize whatever threshold is more stringent. Contractor's route collection personnel will report to Contractor's supervisors if they observe potential contamination. If any Organic Waste, Recyclables, or Yard Waste container is deemed contaminated, Contractor will implement the protocols and dispute resolution procedures provided in Exhibit H, "Contamination Protocols; Dispute Resolution" in order to work with the customer to decontaminate the container and resolve any disputes between the customer and Contractor. For the avoidance of doubt, each instance where contamination is discovered under Exhibit H shall be tracked on an annual basis starting January 1

of each calendar year, and reset following the close of business on December 31 of that year.

11. **New Rate Schedule.** Exhibit D, "Current Maximum Rate Schedule," of the Agreement is hereby amended and replaced in its entirety with a newly revised Exhibit D, which shall apply for the period beginning January 1, 2021 through June 30, 2021. For the period beginning July 1, 2021 through June 30, 2022, the Maximum Service Rates in Exhibit D shall be adjusted in accordance with Section 8.4 of the Agreement, as amended herein, and such resulting rates are hereby approved by the City without an additional public hearing provided that the CPI-U increase falls within the range of 0.0% to 3.0%. For the avoidance of doubt, (i) if, during a month, a customer account is added or deleted, the customer billing will be prorated based on the daily service rate (daily service rate is the service rate established in Exhibit D divided by the number of actual days in the month that service was provided to the customer); and (ii) Contractor will not charge the City for collection services in accordance with Section 5.4 of the Agreement. To facilitate the orderly adjustment of rates under the Agreement, the Parties agree that the adoption of each new Exhibit D that is approved in writing by both Parties shall serve to amend the Agreement for the purpose of establishing new, added, or adjusted rates.

12. **Diversion Guarantee.** A second paragraph shall be added to Section 7.3 (currently titled "Diversion Guarantee") to read as follows:

> Contractor hereby guarantees that beginning no later than July 1, 2021, it will implement the Recyclables and Organic Waste programs described in Sections 5.2, 5.3, 5.4, and 5.15 within the City ("Diversion Program"). The Parties agree that the intent of the Diversion Program is to support City efforts to meet the jurisdictional landfill diversion requirements of AB 939, as specified in Public Resources Code § 41780(a)(2) within the City. Contractor shall be deemed in compliance with this Section 7.3 if the Diversion Program includes the following:
>
> (a) Collect and deliver all Yard Waste generated at residential premises to an Organic Waste Processing Facility selected by Contractor for processing and diversion.
>
> (b) Collect and deliver all Recyclables generated at residential premises to an MRF or certified recycling facility selected by Contractor, for recycle and recovery processing of that material.
>
> (c) Collect and deliver all garbage or rubbish generated at residential premises to, at Contractor's option, a certified transformation facility (refuse to energy), MRF, or certified recycling or composting facility, for processing and diversion. Only residual materials that are not diverted will be delivered to landfill for disposal.
>
> (d) Collect and deliver all mixed waste generated at commercial and multi-family premises, or otherwise collected in roll-off containers, to an MRF selected by Contractor for mixed-waste processing and diversion.

(e) Collect and deliver all Organic Waste generated at commercial and multi-family premises to an Organic Waste Processing Facility selected by Contractor for processing and diversion.

(f) For all construction and debris ("C&D") material collected by Contractor, collect and deliver all such material to a certified C&D facility selected by Contractor that meets California requirements of 65% minimum diversion for processing and diversion.

(g) Collect and deliver all material from roll-off inert containers to a certified inert facility selected by Contractor for processing and diversion.

(h) Where applicable, deliver all source-separated Waste to a certified facility selected by Contractor for processing and diversion.

(i) Implement public education and outreach programs to encourage diversion as specified Exhibit I, "Public Education and Outreach."

13. **Procedures for Changes in Law.** A new Section 7.7 titled "Procedures for Changes in Law" shall be added to the Agreement to read as follows:

7.7 Procedures for Changes in Law.

The City and Contractor understand and agree that the federal and California state governments have the authority to make comprehensive changes in Waste collection legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms and conditions of, or obligations under, this Agreement. Further, Contractor agrees that the terms and provisions of the City of Temple Municipal Code, as it now exists or as it may be amended in the future, will apply to all of the provisions of this Agreement and the customers of Contractor located within the City. Upon a change in the Applicable Law that has or will cause a material change in services, require new services, or cause a change in the cost of performance under the Agreement ("Change in Law"), the following shall apply:

(a) Nothing contained in this Agreement will require any Party to perform any act or function contrary to law.

(b) The Parties will meet and confer in advance of any anticipated or forthcoming Change in Law.

(c) The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement as may be reasonably required to implement a Change in Law. The Party requesting the modification shall provide written notice to the other Party together with such information the Party has to document the actual or anticipated effect of the Change in Law on services,

programs, or rates. The Parties shall collaborate and share information to assess the impact of the Change in Law to arrive at a mutually agreeable decision.

(d) Section 11.11 of this Agreement shall apply to all disputes arising from or relating to a Change in Law or in the event the Parties, despite good faith efforts, fail to reach a mutually agreeable decision concerning the implementation of the Change in Law within sixty (60) days from receipt of the notice of such change (unless extended by agreement of the Parties).

(e) The City and Contractor agree that they will not unreasonably withhold agreement to any modification to the Agreement reasonably required to implement a Change in Law.

(f) Notwithstanding the foregoing, nothing in this Agreement shall be construed as obligating Contractor to implement programs or provide services, or as obligating the City to approve any adjustment in rates, arising from a Change in the Law prior to completion of the processes provided in paragraphs (c) and (d) above.

14. **Reporting.** Section 7.4 shall be deleted in its entirety, and replaced with the following:

7.4 Information and Reporting.

To the extent not otherwise expressly provided in this Agreement, Contractor shall submit to the City the information and reports stated in Exhibit J, "Information and Reports," which is attached hereto and incorporated herein by this reference.

15. **Rate Adjustments; Rate Review.** Section 8.2, Section 8.4, and Exhibit E, "Rate Adjustment Formula," shall be deleted in their entirety and replaced with the following:

8.2 Deleted.

8.4 Annual Adjustments to Maximum Service Rates.

(a) **Annual CPI-U Adjustment.** For the period beginning July 1, 2021, and annually thereafter on July 1, the Maximum Service Rates provided in Exhibit D, "Current Maximum Rate Schedule," shall be adjusted annually by the percentage increase in the Consumer Price Index for the 12-month period (March of the current year to March of the prior year) for All Urban Consumers Not Seasonally Adjusted, Series ID CUURS49ASAO for the Los Angeles/Long Beach/Anaheim area as published by the U.S. Bureau of Labor Statistics, or an equivalent index approved by mutual agreement in the event said index is no longer published ("CPI-U"). By way of illustration, CPI-U shall be adjusted as follows:

Year	CPI-U	
Year 2 (March)	276.589	
Year 1 (March)	271.311	
Difference	+ 5.2780	*Year 2 CPI-U – Year 1 CPI-U*
Percentage Change	+ 1.95%	*Difference ÷ Year 1 CPI-U* *(Capital Replacement Fee of 1% to be added)*

(b) **Limitations on CPI-U Increase.** The maximum CPI-U adjustment will not exceed five percent (5%) each year for three (3) consecutive years unless the City and Contractor have met and conferred in good faith beginning at least on May 1 of the year of a fourth consecutive five percent (5%) CPI-U increase and have mutually agreed that such increase is reasonable and necessary to offset the operating costs of Contractor.

(c) **Capital Replacement Fee.** In addition to any annual CPI-U adjustment, Contractor shall receive an additional one percent (1%) annual surcharge on the Maximum Service Rates chargeable by Contractor to offset Contractor's cost of acquiring new or improved carts, bins, containers, machinery, and capital equipment and facilities ("Capital Replacement Fee").

8.4.1 Annual CPI-U Adjustment Review.

On or before May 1, 2021, and annually thereafter by May 1, Contractor shall notify the City Manager in writing of any CPI-U increase to the Maximum Service Rates to take effect by July 1 in accordance with Section 8.4. Contractor shall also provide the calculations for such CPI-U adjustments. The City Manager shall verify the accuracy of the calculations for the CPI-U adjustment and meet and confer with Contractor to resolve any perceived discrepancies in the calculation for the CPI-U adjustment. The City and Contractor agree that verification of the calculation of the CPI-U adjustment by the City Manager plus the Capital Replacement Fee shall result in the amendment of the rate sheets as reflected in Exhibit D.

8.4.2 Rate Review Formula Considerations.

For the purposes of reviewing, calculating, and verifying rate adjustments to the Maximum Service Rates, such adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered. Applicable CPI-U indices shall be rounded at two (2) decimal places for the CPI-U adjustment calculations.

8.4.4 Performance Standards for Adjustments to Rates.

In order to be eligible for a CPI-U adjustment, or a special, interim rate adjustment as provided in Section 8.3, Contractor must not be in default of the Agreement at

the time Contractor requests said rate adjustment(s), provided that the foregoing shall not apply if Contractor has commenced action(s) to cure an event of default, as provided under Section 10.1.

8.4.5 Procedures in Event of Invalidation of Rate Adjustment.

In the event that the City is prohibited by applicable law (excluding the Temple City Municipal Code) to approve or implement a CPI-U adjustment or special, interim rate adjustment, no later than July 1 of the year said adjustment would otherwise take effect, the City must provide written notice to Contractor identifying such prohibition with a written justification explaining why the City is prohibited by applicable law to approve or implement a CPI-U adjustment or special, interim rate adjustment. Within thirty (30) days of said notice or as extended by mutual agreement, the City and Contractor shall agree to corresponding reductions in programs, services, or fees and payments otherwise due to the City to compensate Contractor for any lost monies from any prohibited rate increase. If the City and Contractor do not reach an agreement within the time prescribed herein, at Contractor's request, the City will immediately offset all lost monies from the amounts otherwise due to the City for Franchise Fees. Such monies may be refunded to the City upon mutual agreement between the Parties.

16. **Senior Discounts.** A new Section 8.5 titled "Senior Discounts" shall be added to the Agreement to read as follows:

8.5 Senior Discounts.

Contractor shall offer discounts to the Maximum Service Rates to certain qualifying senior citizens within the City. To qualify for the discounts provided under this section, the person must demonstrate through appropriate documentation that he or she is: (i) 65 years of age or older; (ii) a person of low, lower, or extremely low income as defined in the California Health & Safety Code; (iii) the service account holder; and (iv) the head of household and occupant at the service address. Qualifying seniors may request from Contractor that their default service level be three (3) 32-gallon carts at the Maximum Service Rate for senior citizens as established in Exhibit D. By October 1, 2020, Contractor shall provide informational material to the City, senior centers, and senior organizations within the community explaining the availability of senior discounts and how customers may qualify for and request discounted service. Thereafter, Contractor shall advertise the availability of this senior discount program on its website and at least once per year in a biannual newsletter sent to residential customers.

17. **Insurance.** The Parties agree that the Comprehensive General Liability policy limit in Section 9.2(a)(1) shall be raised to $10,000,000; that the Auto Liability policy limit in Section 9.2(a)(2) shall be raised to $5,000,000; and that Contractor shall procure a Pollution Policy applicable to work being performed or for liability arising out of sudden, accidental, or gradual pollution or remediation proximately caused by Contractor's performance of its obligations under

this Agreement with a limit no less than $5,000,000 per claim and $10,000,000 in the aggregate to the extent not covered under Contractor's Comprehensive General Liability policy.

18. **Periodic Performance Reviews.** A new Section 6.11 titled "Periodic Performance Reviews" shall be added to the Agreement to read as follows:

6.11 Periodic Performance Reviews.

(a) **Performance Reviews; Dispute Resolution.** A review of Contractor's performance under the Agreement shall be performed every six (6) years beginning July 1, 2026, at the election of either Party ("Six-Year Performance Review"). The City and Contractor shall each bear fifty-percent (50%) of the cost of any Six-Year Performance Review. The City may also conduct additional performance reviews as specified in Section 6.11(f). Unless specified otherwise, all disputes relating to or arising from any performance review hereunder shall first be addressed in at least two (2) meet and confer sessions at times mutually agreed upon by the parties, and following the last agreed-upon meet and confer session, if the dispute remains, then be adjudicated pursuant to Section 11.11 of this Agreement.

(b) **Scope of Review; Notice of Review.** Any performance review conducted hereunder shall, in accordance with Exhibit K, "Performance Review and Audit (Scope of Performance Review and Firm Qualifications)," assess the extent to which Contractor has materially performed its obligations under the Agreement during the period prior to the most recent review, not to exceed six years. All performance reviews shall be preceded by written notice from the City to Contractor. The scope of review shall be limited to the items specified in Exhibit K.

(c) **Selection of Reviewer.** The firm or person conducting any performance review shall meet the criteria specified in Exhibit K and required to sign a confidentiality agreement. In cases where Contractor shares the cost of a performance review with the City, the City and Contractor will meet and confer to jointly select the firm or person to be retained by the City for any performance review and Contractor shall have the right to approve any contract with said firm or person prior to execution. If the Parties are not able to reach mutual agreement as to the firm or person within fifteen (15) days of any City notice to initiate a performance review, then each Party shall nominate one firm or person and the nominated firms or persons will then select a third firm or person to undertake the performance review. In cases where the City bears the sole cost and expense of a performance review, the City may engage a firm or person for the performance review at the City's reasonable discretion, provided the firm or person satisfies the criteria specified in Exhibit K.

(d) **Access to Data.** Any performance review may consist of document review; on-site and field observations; and interviews of Contractor's officers and employees, City employees, and customers.

(e) **Reporting.** Subject to Section 6.12, the firm or person selected to conduct any performance review shall prepare a report summarizing the scope of review undertaken and the reviewer's observations, conclusions, and recommendations. Each Party shall have thirty (30) days to review the final draft report. During that period, Contractor shall have the opportunity to respond to any perceived errors or omissions in the review; mark any documents, notes, or other records transmitted or prepared in connection with the report for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act; and object to any statements in the report that Contractor believes reveals the individually identifiable contents of marked documents, notes, or other records. All disputes shall be addressed in accordance with Section 6.11(a). Upon the resolution of any dispute, the final report shall become a public record at the discretion of the City.

(f) **Additional Performance Reviews.** The City may elect to perform any additional performance reviews that are not Six-Year Performance Reviews, provided (i) any additional performance review is conducted at the sole cost and expense of the City; (ii) additional performance reviews are conducted not more than biennially; and (iii) no Six-Year Performance Review and additional performance review are conducted within one year of each other.

(g) **Cooperation.** Contractor shall cooperate with the firm(s) undertaking the performance review and must provide copies of documents and information and/or access thereto and to its facilities and personnel during normal business hours upon reasonable advance request.

19. **Audit.** Section 6.3 shall be retitled as "Audit," and a second and third paragraph shall be added to Section 6.3 to read as follows:

In addition to the foregoing, the City shall have the right to audit the accuracy of the reports and information that Contractor provides to the City as required under Exhibit J. The audit must be conducted by an independent certified public accounting firm mutually approved by the City Manager and Contractor. The third-party auditor selected shall be allowed access to Contractor's records as necessary to carry out the audit and shall be required to sign a confidentiality agreement. The audit must comply with Generally Accepted Audit Standards ("GAAS") and may include review of the source materials used by Contractor to prepare the reports or to provide the information submitted to the City under Exhibit J. The audit may be performed in conjunction with a performance review or at a separate time but not more than biennially. Contractor shall cooperate with the auditor undertaking the audit and must provide copies of documents and information and/or access thereto during normal business hours upon reasonable advance request.

The firm or person selected to conduct any audit shall prepare a report summarizing the scope of review undertaken and the reviewer's observations, conclusions, and recommendations. Each Party shall have thirty (30) days to review the final draft report. During that period, Contractor shall have the opportunity to respond to any

perceived errors or omissions in the review; mark any documents, notes, or other records transmitted or prepared in connection with the report for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act; and object to any statements in the report that Contractor believes reveals the individually identifiable contents of marked documents, notes, or other records.

All disputes relating to or arising from any audit hereunder shall first be addressed in at least two meet and confer sessions at times mutually agreed upon by the parties, and following the last agreed-upon meet and confer session, if the dispute remains, then be adjudicated pursuant to Section 11.11 of this Agreement.

20. **Protection of Confidential Writings.** A new Section 6.12 titled "Protection of Confidential Writings" shall be added to the Agreement to read as follows:

6.12 Protection of Confidential Writings.

Any "writings" as that term is defined in Government Code section 6252(g) ("Writings") shall be deemed public records unless first marked for exemption from disclosure pursuant to the California Public Records Act or federal Freedom of Information Act. The City shall provide Contractor three (3) days written notice of any request for the public disclosure of any marked Writing or derivative thereof, at which time the following shall apply:

(a) **City-Initiated Disclosure.** If the City initiates the release of marked Writings or derivatives thereof containing the individually identifiable contents of marked Writings, and the City or Contractor dispute the release of such information, the release shall be postponed during which time Parties will meet and confer at least twice to mutually resolve the matter, and failing mutual resolution, pending dispute resolution pursuant to Section 11.11. Nothing contained herein shall be construed as limiting the City's ability to use marked Writings to publish any generalized conclusions in staff reports to the City Council relating to marked Writings, provided the City does so in a manner that will not disclose the individually identifiable contents of marked Writings.

(b) **Third Party-Initiated Disclosure.** In the event of a third party-initiated request for marked Writings or derivative thereof containing the individually identifiable contents of marked Writings, the City will promptly provide a copy of the request to Contractor with a request that Contractor authorize release of the requested information or direct non-disclosure in whole or part with a written justification explaining why such information is exempt from disclosure consistent with the California Public Records Act or federal Freedom of Information Act. Contractor must provide its direction within sufficient time for City to comply with the response deadline requirements set forth in Government Code section 6253(c). The City shall comply with Contractor's direction in its response to the requestor. In the event Contractor directs the non-disclosure of the marked Writings, then Contractor will indemnify and defend City, with counsel

selected by Contractor, from any suits brought against the City by the requestor arising from such non-disclosure, and from any award of attorneys fees or costs against City as a result of such action.

21. **Exhibits.** The appendices to this Amendment shall be incorporated into the Agreement as if set forth hereto. Section 12.8 shall be deleted in its entirety and replaced with the following:

12.8 Exhibits.

Each of the following Exhibits is attached hereto and incorporated herein and made part by this reference:

Exhibit A	Temple City Services
Exhibit B	MRF/Solid Waste Transfer Facility
Exhibit C	Public Education Program
Exhibit D	Current Maximum Rate Schedule
Exhibit E	Deleted
Exhibit F	Weekly Street Sweeping
Exhibit G	Cart Specifications and Replacement Protocol
Exhibit H	Contamination Protocols; Dispute Resolution
Exhibit I	Public Education and Outreach
Exhibit J	Information and Reports
Exhibit K	Performance Review and Audit (Scope of Performance Review and Firm Qualifications)

22. **Due Execution.** The person(s) executing this Amendment on behalf of the Parties hereto warrant(s) that (i) such Party is duly organized and existing, (ii) such person(s) are duly authorized to execute and deliver this Amendment on behalf of said Party, (iii) by so executing this Amendment, such Party is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which said Party is bound.

23. **Entire Amendment.** This Amendment contains the entire agreement and understanding between the Parties with respect to the subject matter of this Amendment, and supersedes any and all prior or contemporaneous oral and written representations, warranties, agreements, and understandings between the Parties concerning the subject matter of this Amendment.

24. **Full Force and Effect.** The Parties further agree that, except as specifically provided in this Amendment, the terms of the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment shall apply.

25. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be considered an original.

[Signatures follow below.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth below.

CITY OF TEMPLE CITY,
a Charter City

City Mayor

Date

Peggy Kuo
City Clerk

Date

APPROVED AS TO FORM

Special Counsel Eric S. Vail,
Burke Williams & Sorensen, LLP

Date

ARAKELIAN ENTERPRISES, INC.,
a California corporation

Ron Arakelian, III
Executive Officer

Date

AGREEMENT EXHIBIT D

MAXIMUM SERVICE RATES

City of Temple City Maximum Service Rates - Single and Multi-Family Cart Rates - January 1, 2021 - June 30, 2021	
Single and Multi-family Manual Service - Twice Weekly Solid Waste and Green Waste Services, and Weekly Bulky Waste Collection (manual service will be discontinued when automated cart collection services begins)	
	Monthly Customer Rate
Single Family Service	$37.21
Multi-Family Service	$37.21
Each Additional Multi-Family Unit (all cart sizes)	$18.60
Single and Multi-Family Cart Services Once Weekly Automated Solid Waste, Recyclables and Organic Waste, and On-Call Bulky Waste	
1. Single Family Cart Service:	**Monthly Customer Rate**
96 Gallon Cart Service (all 3 carts)	$40.92
64 Gallon Cart Service (all 3 carts)	$37.21
32 Gallon Cart Service (all 3 carts)	$33.49
Sr. Discount 32 Gallon Cart Svc (all 3 carts)	$30.14
Additional 96 Gallon Cart (all materials)	$5.87
Additional 64 Gallon Cart (all materials)	$4.85
Additional 32 Gallon Cart (all materials)	$3.85
2. Multi-Family Cart Services:	**Monthly Customer Rate**
1st Unit - 96 Gallon Cart Service (all 3 carts)	$40.92
1st Unit - 64 Gallon Cart Service (all 3 carts)	$37.21
1st Unit - 32 Gallon Cart Service (all 3 carts)	$33.49
Each Additional Multi-Family Unit (all cart sizes)	$18.60
3. Single and Multi-Family Cart Services – Ancillary Rates	**Customer Rate**
Late Fees (1.5% per month, $5.00 minimum)	$5.00 /per occurrence
Declined Payment (Any Reason)	$25.82 /per occurrence
Stop Service	$25.82 /per occurrence
Resume Service	$25.82 /per occurrence
Account Site Estimate[1]	$10.33 /per occurrence
Standby Time (Each 15 Minutes)	$36.14 /per 15 minutes
Excess Waste or Excess Weight[2]	$20.10 /per occurrence
Cart Cleaning (up to 3 carts)	$30.00 ($10.00 ea. add'l)
Go-Back or Dead-Run[3], Extra Pick-Up, or Contamination	$20.10 /per occurrence
Go-Back or Dead-Run[3] on Scheduled Bulky Item Collection	$20.10 /per occurrence
3 Cubic Yard Temporary Bin[4]	$185.87 /per occurrence
3 Cubic Yard Temporary Bin[4] - With Scout Service	$232.34 /per occurrence
3 Cubic Yard Temporary Bin[4]- Extra Dump, Go Back or Dead Run[3]	$144.57 /per occurrence
3 Cubic Yard Temporary Bin[4] - Per Day Over 7 Days with No Dump	$10.33 /per occurrence
Note: The Maximum Service Rates for all Single Family and Multi-Family Cart Services includes a 0.5% AB 939 Support Fee; Effective July 1, 2021 the AB 939 Support Fee will increase to 1.0% unless otherwise modified by the City.	
Service Description Notes on Single Family and Multi-Family Cart Services Maximum Service Rates: [1] **Account Site Estimate**: Customer requests Contractor's representative to visit account address for any reason. [2] **Excess Weight:** over 100 pounds per cubic yard (for 1 to 6 Cubic Yard Bins). [3] **Go Back or Dead Run:** Contractor drives to customer site upon customer request, but no equipment on customer site. [4] **Temporary Bin:** up to 7 days and up to 100 pounds per cubic yard, including delivery, removal and disposal.	

City of Temple City Maximum Service Rates - Commercial Cart and Bin Rates, and Multi-Family Bin Rates - January 1, 2021 - June 30, 2021

1. Commercial Bin and Cart Service (includes mixed recycling and 32 or 64 gallon organics cart)

Service Volume	Commercial Bins and Carts Collection Frequency/Monthly Customer Rate					
	1/week	2/week	3/week	4/week	5/week	6/week
1 Cubic Yard Bin	$173.42	$282.59	$391.96	$501.13	$610.39	$751.72
1.5 Cubic Yard Bin	$199.14	$311.71	$424.21	$536.27	$649.26	$793.76
2 Cubic Yard Bin	$228.09	$356.65	$485.37	$613.94	$742.62	$906.46
3 Cubic Yard Bin	$257.15	$392.29	$527.38	$662.57	$797.74	$968.09
4 Cubic Yard Bin	$301.28	$414.32	$604.62	$773.65	$969.26	$1,164.87
32 Gallon Customer Owned Cart	$72.91	$109.64	$145.08	$180.62	$216.13	$251.62

Commercial Bins – Extra Container (each extra bin)

	1/week	2/week	3/week	4/week	5/week	6/week
1 Cubic Yard Bin	$142.01	$232.57	$323.09	$413.72	$501.22	$620.67
1.5 Cubic Yard Bin	$163.19	$255.69	$348.27	$441.37	$530.25	$648.57
2 Cubic Yard Bin	$187.64	$291.90	$396.00	$500.14	$604.17	$740.62
3 Cubic Yard Bin	$210.81	$318.97	$427.08	$535.11	$643.24	$783.58
4 Cubic Yard Bin	$235.63	$322.13	$471.27	$602.55	$753.78	$897.52

2. Multi-Family Bin Service (includes mixed recycling and 32 or 64 gallon organics cart)

Service Volume	Collection Frequency/Monthly Customer Rate					
	1/week	2/week	3/week	4/week	5/week	6/week
1 Cubic Yard Bin	$182.55	$297.45	$412.59	$527.51	$642.52	$791.28
1.5 Cubic Yard Bin	$209.61	$328.12	$446.55	$564.51	$683.43	$835.54
2 Cubic Yard Bin	$240.11	$375.42	$510.93	$646.26	$781.69	$954.19
3 Cubic Yard Bin	$270.68	$412.94	$555.13	$697.43	$839.72	$1,019.05

Multi-Family Bins – Extra Container (each extra Bin)

	1/week	2/week	3/week	4/week	5/week	6/week
1 Cubic Yard Bin	$142.01	$232.57	$323.09	$413.72	$501.22	$620.67
1.5 Cubic Yard Bin	$163.19	$255.69	$348.27	$441.37	$530.25	$648.57
2 Cubic Yard Bin	$187.64	$291.90	$396.00	$500.14	$604.17	$740.62
3 Cubic Yard Bin	$210.81	$318.97	$427.08	$535.11	$643.24	$783.58

3. Roll-Off Service

10, 20, 30, 40 Cubic Yard Roll-off	$1,095.95	/per pull and includes up to 6 tons of Solid Waste
	$115.04	/per ton over 6 tons of Solid Waste

4. Commercial Cart and Bin Services, and Multi-Family Bin Services - Ancillary Rates

Service/Fee	Customer Rate
Late Fees (1.5% per month, $5.00 minimum)	$5.00 /per month
Declined Payment (Any Reason)	$27.18 /per occurrence
Stop Service	$27.18 /per occurrence
Resume Service	$27.18 /per occurrence
Account Site Estimate[1]	$10.87 /per occurrence
Standby Time (Each 15 Minutes)	$38.04 /per 15 minutes
Organics Cart Sanitation Charge (per cart per month)	$5.00 /per month
Organics Contamination Fee	$250.00 /per occurrence
Additional 64 Gallon Organics Cart (above base service) (monthly rate is for each additional cart & frequency)	$106.25 /monthly per cart

City of Temple City Maximum Service Rates - Commercial Cart and Bin Rates, and Multi-Family Bin Rates - January 1, 2021 - June 30, 2021	
Additional 32 Gallon Organics Cart (above base service) monthly rate is for each additional cart & frequency)	$79.69 /monthly per cart
1.5YD-2YD Organic Bin, & 10YD - 30YD Organic Roll-off	125% of corresponding mixed waste rates
3 Cubic Yard Temporary Bin[4]	$195.65 /per occurrence
3 Cubic Yard Temporary Bin[4] - With Scout Service[5]	$244.57 /per occurrence
3 Cubic Yard Temporary Bin[4] - Extra Dump, Go Back or Dead-Run[3]	$152.18 /per occurrence
3 Cubic Yard Temporary Bin[4] - Demurrage (over 7 Days with No Dump)	$10.87 /per day
Bin Scout or Push-Out[5] (Per Bin per Frequency)	$6.53 /per occurrence
Bin Lock-Lid Installation (Perm/Temp - Per Lock)	$38.04 /per occurrence
Bin Lock-Lid Service (Perm/Temp - Per Lock per Frequency)	$13.04 /per occurrence
Bin Wash-Out/Clean-Out	$70.65 /per occurrence
Bin Enclosure Pressure Washing (Per Hour, 1 Hour Minimum)	$70.65 /per hour
Bin Excess Waste, Excess Weight[2], or Extra Dump	$60.87 /per occurrence
Bin Dead-Run or Go-Back[3]	$60.87/per occurrence
Bin Delivery, Exchange, or Removal	$81.53 /per occurrence
Bin Container Size Exchange	$81.53 /per occurrence
Bin Exchange - Burned Bin	$434.78 /per occurrence
Bin Fabrication (Custom - Per Cubic Yard)	$217.39 /per cubic yard
Bulky Item Pick-Up - First Item or Dead-Run[3] on Scheduled Pick-Up	$27.18 /per occurrence
Bulky Item Pick-Up - Each Additional Item	$16.31 /per additional item
Go-Back or Dead-Run[3] on Scheduled Bulky Item Collection	$21.19 /per occurrence
5. Optional Services and Fees - Industrial Roll-Off Services	
Service/Fee	**Customer Rate**
Same Day Service - Expedited Request	$54.35 /per occurrence
Relocation, Dead-Run, or Go-Back	$163.04 /per occurrence
Demurrage (over 7 Days with No Dump)	$16.31 /per day
Rocket Launcher Service[6]	$146.74 /per hour
Plastic Liners[7]	$38.04 /per month
Roll-Top Rental[8]	$54.35 / per month
Storage Box Rental[9]	$163.04 / per month
Compactor Rental	$597.82 / per month
Compactor Wash-Out	$271.74 /per occurrence
Certificate of Destruction	$43.47 /per occurrence

Note: The Maximum Service Rates for all Commercial Cart and Bin Services, Multi-Family Bin Services, and Industrial Roll-off Services includes a 5.0% Franchise Fee and a 3.0% AB 939 Support Fee; Effective July 1, 2021 the AB 939 Support Fee will increase to 4.0% unless otherwise modified by the City.

Service Description Notes on Maximum Service Rates for all Commercial Services Cart and Bin Services, and Multi-Family Bin Services:

[1] **Account Site Estimate**: Customer requests Contractor's representative to visit account address for any reason.

[2] **Excess Weight:** over 100 pounds per cubic yard (for 1 to 6 Cubic Yard Bins).

[3] **Go Back or Dead Run:** Contractor drives to customer site upon customer request, but no equipment on customer site.

[4] **Temporary Bin:** up to 7 days and up to 100 pounds per cubic yard, including delivery, removal and disposal.

[5] **Bin Scout or Push-out:** Customer bin is not accessible to large trash truck and must be moved in order to be serviced.

[6] **Rocket Launcher Service**: Special roll-off truck required to haul & dispose a roll-off box that is overweight.

[7] **Plastic Liners:** Large plastic liner used inside of roll-off box prior to customer contents loaded into roll-off box.

[8] **Roll-top Rental:** Rollable hard cover used to cover roll-off box.

[9] **Storage Box Rental:** Fully enclosed & secure roll-off box used for customer storage (usually at a construction site).

AGREEMENT EXHIBIT G

CART SPECIFICATIONS AND REPLACEMENT PROTOCOL

A. Cart Specifications

1.1. Carts must be designed and manufactured with heavy plastic in accordance with standard industry specifications approved by the City Manager.

1.2. Carts must be constructed with material that resists deterioration from UV radiation, and must be incapable of penetration by household pets or small wildlife when lids are fully closed.

1.3. Carts must include wheels and handles that accommodate ease of movement by able-bodied persons.

1.4. Carts must include tight-fitting lids that continuously overlap the cart body so as to prevent the intrusion of rainwater and minimize odors. The lids should be of a design and weight so as to prevent the cart body from tilting backward when the lid is flipped open.

1.5. Carts must be capable of being lifted into the collection vehicle without damage or distortion under normal usage.

1.6. Carts must be hot stamped, embossed, or labeled with Contractor's name/logo and graphics, and shall indicate what materials may and may not be placed in each cart type.

1.7. Carts must comply with the Applicable Law regarding colors, sizes, and shapes of containers. In the event there are no such Applicable Laws, then the colors, sizes, and shapes of said carts shall be approved by the City Manager.

B. Cart Replacement Protocol

1.1. Carts damaged by Contractor must be replaced or repaired by Contactor, at Contractor's expense, and delivered to the customer within five (5) working days.

1.2. Upon notification of Contractor by a customer that Cart has been lost, stolen, or materially damaged, Contractor must replace or repair and deliver a replacement Cart to the service receipt within five (5) working days.

1.3. Where Contractor can document that a Cart has been damaged by the misuse or negligence of a customer, Contractor must still replace or repair the damaged Cart, but Contractor may charge the customer for the cost of the new cart or the repair, whichever is less.

1.4. Contractor shall provide notice to customers on the proper use of Carts, and that misuse may subject the customer to charges for repair or replacement.

1.5. To the extent not otherwise addressed in this Exhibit G, Contractor will replace used Carts with new Carts on an as-needed basis when such used Carts are no longer repairable or serviceable, as determined by mutual agreement between Contractor and the City. The Parties anticipate that Carts will need to be replaced fifteen (15) years after first issued to a given

customer, unless Contractor demonstrates to the reasonable satisfaction of the City Manager or City Manager's designee that any then-existing Cart(s) for such customer are serviceable.

1.6. Upon request by a customer for a different a Cart size or in the event of a change in Cart size due to Contractor's customer waste assessment, Contractor must provide the new exchanged Cart(s) one time per year per cart at no charge to the customer.

1.7 Contractor must maintain records documenting all Cart replacements or repairs occurring on a monthly basis and the reasons for the replacement.

AGREEMENT EXHIBIT H

CONTAMINATION PROTOCOLS; DISPUTE RESOLUTION

Residential (Receiving Cart-Only Service)

The following provisions will apply to customers located at residential premises (inclusive of MFD premises) receiving cart-only service:

First and Second Occurrences.

Upon the first and second discoveries of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and affix a "Contamination Violation Notice" to the contaminated container. The Contamination Violation Notice should contain instructions on the proper procedures for sorting Organic Waste, and Contractor must notify the customer by phone, by U.S. mail, by e-mail, or in person (which contact may be a container tag) of the following: (i) for the third and subsequent occurrences of excess contamination, the customer may be charged a contamination fee for the contaminated container(s); and (ii) for the fifth and subsequent occurrences of contamination, Contractor may increase the size of the customer's Organic Waste container(s), or may require an additional container(s). Contractor must also contact the customer by phone, by U.S. mail, by e-mail, or in person (which contact may be a container tag) to ensure that the customer has the appropriate level of service for proper collection of Organic Waste. Further, Contractor must provide digital/visual documentation of Contractor's discovery of contamination.

Third and Fourth Occurrences.

Upon each of the third and fourth discoveries of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge a contamination fee for each occurrence as set forth in Exhibit D. For any contamination fee being assessed, Contractor must provide digital/visual documentation of Contractor's discovery of contamination.

Fifth and Subsequent Occurrences.

Upon each of the fifth and any subsequent discoveries of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence as set forth in Exhibit D. For any contamination fee being assessed, Contractor must provide digital/visual documentation of Contractor's discovery of contamination and further Contamination Violation Notices. Contractor must continue providing Organic Waste services. Contractor must notify the City within five (5) business days if: (i) Contractor increases container size, requires additional containers for excessive contamination, or increases collection frequency; or (ii) Contractor imposes contamination fees for a period of six (6) months or until the customer has demonstrated no contamination for a period of three consecutive months. The City will consult

with Contractor and consider, and pursue as applicable, appropriate legal remedies in order to secure discontinuance of the contamination. All City costs of such action shall be recoverable from the offending customers.

Accounts Receiving Bins or Roll-off Containers

The following provisions will apply to all customers receiving bin or roll-off container service, inclusive of commercial and MFD accounts:

First Occurrence.

Upon the first discovery of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. The Contamination Violation Notice should contain instructions on the proper procedures for sorting Organic Waste, and Contractor must notify the customer by phone, by U.S. mail, by e-mail, or in person (which may be a container tag) of the following: (i) for the second and subsequent occurrences of excess contamination, the customer may be charged a contamination fee for the contaminated container(s), and (ii) for the fifth and subsequent occurrences of contamination, Contractor may increase the size of the customer's Organic Waste container(s), or require an additional container(s). Contractor must also contact the customer by phone, by U.S. mail, by e-mail, or in person (which may be a container tag) to ensure that the customer has the appropriate level of service for proper collection of Organic Waste. Further, Contractor must provide digital/visual documentation of Contractor's discovery of contamination.

Second, Third, and Fourth Occurrences.

Upon each of the second, third, and fourth discoveries of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and affix a Contamination Violation Notice to the contaminated container. Contractor may also elect to charge a contamination fee for each occurrence as set forth in Exhibit D. For any contamination fee being assessed, Contractor must provide digital/visual documentation of Contractor's discovery of contamination.

Fifth and Subsequent Occurrences.

Upon each of the fifth and any subsequent discoveries of contamination within a given calendar year starting January 1, Contractor will collect the waste in the contaminated container, treat the waste as garbage for handling and billing purposes, and charge a contamination fee for each occurrence as set forth in Exhibit D. For any contamination fee being assessed, Contractor must provide digital/visual documentation of Contractor's discovery of contamination and further Contamination Violation Notices. Contractor must continue providing Organic Waste services. Contractor must notify the City within five (5) business days if Contractor (i) increases container size, (ii) requires additional containers for excessive contamination, or (iii) imposes contamination fees. The City will consult with Contractor and consider, and will pursue as applicable, appropriate legal remedies in order to secure discontinuance of the contamination. All City costs of such action shall be recoverable from the offending customers.

Disputes Over Excess Contamination Charges

If a customer disputes the assessment of a contamination fee (which must occur within 30 days of the fee assessment), Contractor shall temporarily freeze efforts to collect said assessment and/or any increased Maximum Service Rate(s) resulting from increasing the Organic Waste container size or collection frequency, at which time Contractor may request a ruling from the City Manager to resolve the dispute no later than ten (10) business days after such assessment freeze. Upon Contractor's request for a ruling, Contractor must provide digital/visual documentation of Contractor's discovery of contamination. The City Manager may request a meeting (in person or by phone) with both the customer and Contractor to resolve the dispute. Following such a meeting, the City Manager will rule on the dispute within ten (10) business days. The decision of the City Manager shall be binding and final. If the City Manager decides in favor of the customer, Contractor will not charge the disputed contamination fees or increased Maximum Service Rate(s). If the City Manager decides in favor of Contractor, Contractor may charge customer the disputed contamination fee and/or increased Maximum Service Rate(s). The City Manager may appoint and delegate to any City employee, City consultant, City attorney, independent contractor, or other designee the authority to undertake any assessment or adjudicate any dispute raised hereunder.

AGREEMENT EXHIBIT I

PUBLIC EDUCATION AND OUTREACH

To satisfy Contractor's obligations to engage in public education and outreach efforts under Section 7.5 "Public Outreach Program," Contractor, at its own expense, agrees to take the following actions on an annual basis during the term of the Agreement. The Parties agree that these steps are intended to satisfy such public outreach and education requirements as may be imposed upon the City under Applicable Law. The Parties agree to coordinate public outreach and education efforts and agree to update and modernize their individual public outreach and education programs throughout the term of this Agreement to the extent required under the Applicable Law and subject to Section 7.7.

1.1 Each year during the term of this Agreement, Contractor must publish and distribute (by mail or electronically) a notice to all residential and commercial premises regarding the collection service programs. The notice must contain definitions of the materials to be collected, procedures for setting out the materials, the days when Waste collection services will be provided, the City customer service phone number, instructions on the proper filling of containers, instructions as to what materials may or may not be placed in Recyclables or Organic Waste containers, and the amount of overage and contamination fees that may be assessed against the customer in the event of non-compliance with Waste collection service instructions. The notice must also advertise the availability of on-premises collection services, single-family Bulky Waste collection services, temporary construction and demolition debris collection services, and specifically the availability of no-charge on-premises collection services, where applicable. The notice must be provided in English and other languages as directed by the City, and must be distributed by Contractor no later than March 31 of each year.

1.2 Contractor will make reasonably available to the City one of Contractor's representatives to assist the City in analyzing, understanding, and meeting the requirements of the Applicable Law and any impacts to services provided under this Agreement or new services that may be required.

1.3 Contractor will make reasonably available to the City one of Contractor's representatives to coordinate Recyclables and Organic Waste programs within the City and keep the City reasonably informed about, and provide the City a reasonable opportunity to provide input concerning, such programs.

1.4 Contractor will maintain a website that provides information specific to Contractor's and the City's programs related to the services provided under the Agreement. Contractor will take reasonable steps to keep information on the website up to date. Information provided will include the information required under paragraph 1.1 and will also include information about Recyclables and Organic Waste programs, as well as customer service information.

1.5 Contractor's website should also include a web-based customer service request form and customer complaint options.

1.6 Twice annually, Contractor will attend City-sponsored or other public events within the City and host booths to promote education and awareness about Recyclables and Organic Waste programs. Contractor will work with the City to identify which special events will be attended.

1.7 Once annually, and separately from the notice required in paragraph 1.1 above, Contractor will prepare and distribute to customers educational material on other programs offered by Contractor. Examples may include recycling tips, battery and bulb education, proper cart placement, resource information, and household hazardous waste education. This material will be mailed or electronically transmitted to customers.

1.8 Contractor will coordinate with the City and, where appropriate, local media to disseminate the service and program information set forth in this Exhibit I as broadly as is reasonably possible within the service area.

1.9 Contractor will, upon request from a commercial customer, complete a waste assessment providing recommendations on how to improve overall resource efficiency.

1.10 Contractor will assist the City in educating commercial edible food generators of applicable Food Waste recovery requirements of SB 1383, and advertising food recovery organizations as requested by the City.

AGREEMENT EXHIBIT J

INFORMATION AND REPORTS

1. Agreement Materials Records. Contractor must maintain records of the quantities of Waste collected, processed, and disposed of under the terms of this Agreement, by waste type, collected, purchased, processed, sold, donated or given for no compensation, and residual disposed.

2. Monthly Reporting. Monthly reports are to be submitted no later than 5 p.m. PT on the fifteenth (15th) day following the last month of the quarter. If the fifteenth (15th) day falls on a day that the City is closed or a holiday, then the report will be due on the next business day.

   2.1 Contamination Reporting. To the extent required by Applicable Law, the monthly report must include a summary of all instances of qualifying contamination under the procedures in Exhibit H. This summary must include the total number of accounts where contamination occurred, the total number of Contamination Violation Notices issued by Contractor to customers, and the total number of instances where container size or collection frequency was increased specifically due to contamination.

3. Quarterly Reporting. Quarterly reports must be submitted no later than 5:00 p.m. PT on the fifteenth (15th) day following the last month of the quarter. If the fifteenth (15th) day falls on a day that the City is closed or a holiday, then the report will be due on the next business day. Quarterly reports to the City must include:

   3.1 Tonnage Data. Tonnage of Solid Waste, Recyclables, and Organic Waste collected and processed for diversion and residual amounts landfilled, aggregated by services provided to residential, commercial, and City recipients.

   3.2 Non-Collection. A summary of each service unit or account receiving a non-collection notice in the previous quarter along with a description of the reason for the non-collection notice.

   3.3 Collection Overage Charges. A summary of each service unit or account for which Contractor imposed a charge for a Waste overage in the previous quarter.

   3.4 Customer Complaint Log. A call log listing complaints received from customers from the previous quarter.

4. Annual Reporting. Annual reports must be submitted no later than 5:00 p.m. PT on April 1, 2021, and each April 1 thereafter for the previous calendar year. If April 1 falls on a day that the City is closed, then the report will be due on the next business day. Annual reports must be provided electronically in software acceptable to the City. Annual reports to the City must include:

4.1 Summary of Charges and Receipts. The number of residential and commercial accounts provided with collection services, Contractor's gross billings and Gross Receipts collected for each type of account, and the amount received for the sale of Recyclables, the cost of Recyclables processing, and the cost of residual disposal.

4.2 Public Education Summary. Summarize the public education and information activities undertaken during the year, with an explanation of the impact the activities had on recycling participation. Include a summary of amounts of Recyclables collected from residential and commercial accounts.

4.3 Program Issues, Actions, and Recommendations. A summary and explanation of any material issues or concerns arising from the Solid Waste, Recyclables, and Organic Waste programs, including problems with collection, processing, disposal, and marketing, and actions taken or recommended for mitigation or remediation of the identified issues.

4.4 Solid Waste Data. The number of residential and commercial accounts provided Solid Waste services and the number of bins, Carts, and roll-off containers distributed by size to the same.

4.5 Recycling Data. Gross tons of Recyclables processed and recovered for the calendar year for residential and commercial accounts receiving recycling collection services. Indicate, by material type, quarterly totals of Recyclables processed and sold or including facility name and location, average price received per ton and total recycling revenue received for the calendar year. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of bins and Carts distributed by size and service unit type. Also provide quarterly totals and location for residual disposed.

4.6 Organic Waste Data. Gross tons of Organic Waste processed and recovered for the calendar year for residential and commercial Organic Waste collection service. Include the total number of generators that receive each type of Organic Waste collection service provided by Contractor. Indicate average participation rates relative to the total number of service units in terms of weekly set-out counts. Indicate number of bins and carts distributed, by size and service unit type. Provide totals and location for residue disposed. Include the number of route reviews conducted for prohibited contaminants and the number of non-collection notices issued to customers.

4.7 Commercial and MFD Outreach Report. A complete list of all commercial and MFD accounts, which includes each account's status as a "covered generator" under AB 341 and AB 1826, the date and status of Contractor's outreach efforts at each account, and the current level of Recyclables and Organic Waste program participation at each account.

4.8 Bins, Carts, and Vehicles.

4.8.1 Bins and Carts. An updated complete inventory of bins and Carts by type and size.

4.8.2 Vehicles. An inventory of collection vehicles and other heavy equipment utilized by Contractor to provide the services required under this Agreement. With respect to vehicles, Contractor must indicate each vehicle by (i) Contractor-assigned identification number, (ii) DMV license number, (iii) age of the chassis and body, (iv) date of acquisition, (v) current odometer reading, (vi) type of fuel used, (vii) type and weight capacity of each vehicle, and (viii) tare weight of each vehicle. To the extent not addressed above, Contractor shall also report the cumulative tonnage of Solid Waste, Recyclables, and Organic Waste collected by collection vehicles used in the City.

4.9 AB 341 and AB 1826 Compliance Data. The total number of commercial accounts serviced and the number of containers, container sizes, and frequency of collection for Solid Waste, Recyclables, and Organic Waste for each commercial account. Contractor must also provide the following information separately for both AB 341 and AB 1826.

4.9.1 The total number of commercial accounts that fall under the AB 341 or AB 1826 thresholds, and the total number of those accounts that are not receiving Recyclables or Organic Waste collection services.

4.9.2 A summary of the type of follow-up outreach that was provided to those commercial accounts that are not subscribed to Recyclables or Organic Waste collection service.

4.10 Diversion Data. Data delineating Solid Waste diversion, provided in a format specified by the City.

5. CalRecycle Reports. Contractor will provide reasonable assistance to the City in preparing annual reports to CalRecycle, including but not limited to supplying required data for preparation of the reports. In the event that CalRecycle requires the City to submit an Implementation Schedule to comply with AB 341, AB 901, AB 939, AB 1826, AB 1594, SB 1383, and other Applicable Laws, Contractor will provide reasonable assistance to the City in preparing the Implementation Schedule, including (i) Contractor's policies and procedures related to Contractor's efforts to assist with the City's compliance with AB 341, AB 901, AB 939, AB 1826, AB 1594, SB 1383, and other Applicable Laws, and how Recyclables or Organic Waste is collected; (ii) a description of the geographic area; (iii) routes; (iv) list of addresses served and a method for tracking contamination; (v) copies of route audits; (iv) copies of notices of contamination; (v) copies of violations and enforcement actions issued by Contractor; and (vi) copies of educational materials, flyers, brochures, newsletters, website materials, and social media materials generated by Contractor.

EXHIBIT K

PERFORMANCE REVIEW AND AUDIT

(Scope of Performance Review and Firm Qualifications)

1.0 Scope of Performance Reviews.

In order to determine whether Contractor has performed the work required under the Agreement in a through and professional manner so that the residents and businesses within the City are provided reliable, courteous and high quality Solid Waste collection and diversion services, all performance reviews shall assess the extent to which Contractor has, during each year of the period reviewed, substantially complied with the following:

1.1 General. Furnished all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required as provided in Section 5.1.

1.2 Diversion. Complied with the Diversion Guarantee as set forth in Section 7.3, inclusive of the actions identified in paragraphs (a) through (i) of Section 7.3.

1.3 Service Complaints. Tracked, responded to, and resolved service complaints as provided in Sections 6.5 and 6.6.

1.4 Collection Vehicles (Operations). Complied with the Vehicle Identification, Cleaning and Maintenance, and Inventory requirements in Section 5.10 of the Agreement.

1.5 Collection Vehicles (Compliance with Law). Complied with the Vehicle Code and applicable safety and local ordinances pertaining to collection vehicle operation requirements in Section 5.10(e).

1.6 Personnel. Complied with the personnel requirements set forth in Section 5.12.

1.7 Reporting. Complied with the reporting requirements the information and reports required under the Agreement as provided Sections 6.2, 6.10, and 7.4, and Exhibit "J.".

1.8 Public Outreach. Complied with the education and outreach program required under Section 7.5 (Public Outreach Program), Exhibit C (Public Outreach Program) and Exhibit I (Public Education and Outreach).

1.9 Carts. Complied with the cart delivery, maintenance, and replacement requirement provided in Section 5.2(f), Section 5.11(a), and Exhibit G.

2.0 Firm Qualifications

Unless waived or modified by mutual written agreement between the Parties, all firms or persons conducting any performance review or audit shall satisfy the following criteria:

2.1 Like Experience. Must demonstrate experience performing performance reviews or audits of similar scope, complexity, and magnitude as provided in the Agreement within six (6) years of a given performance review.

2.2 Substantive Knowledge. Must demonstrate experience (i) interpreting contractual requirements for the purposes of conducting performance reviews or audits; (ii) conducting performance reviews or audits in the waste and recycling industry; (iii) interpreting state and local laws pertaining to the waste and recycling industry; and (iv) understanding the operational limitations placed on solid waste management firms in the normal course of business.

2.3 Municipal Expertise. Must demonstrate experience conducting performance reviews or audits for at least two (2) municipal clients of a size equal to or greater than that of the City.

2.4 Contractor Expertise. Must demonstrate experience conducting internal performance reviews or audits of at least two (2) solid waste management companies similar to Contractor, provided that experience with companies of a size smaller than Contractor shall not be disqualifying. For the avoidance of doubt, internal performance reviews or audits for the purposes of this requirement shall not include reviews or audits where a governmental entity selected the firm to conduct an internal review or audit of a solid waste management company.

2.5 No Conflicts of Interest; Independence. Must demonstrate no actual or potential conflicts of interest. For the purpose of these qualifications, a firm or person shall have a "conflict of interest" upon any of the following:

2.5.1 The firm or person participated in, or consulted the City or Contractor in connection with, any contract or amendment discussions involving this Agreement;

2.5.2 The firm or person provided assistance to the City or Contractor in connection with matters relating to municipal waste management issues within the City at any time three (3) years prior to the start of a performance review or audit except where the only preceding assistance rendered to the City or Contractor was in connection with a performance review or audit under this Agreement; or

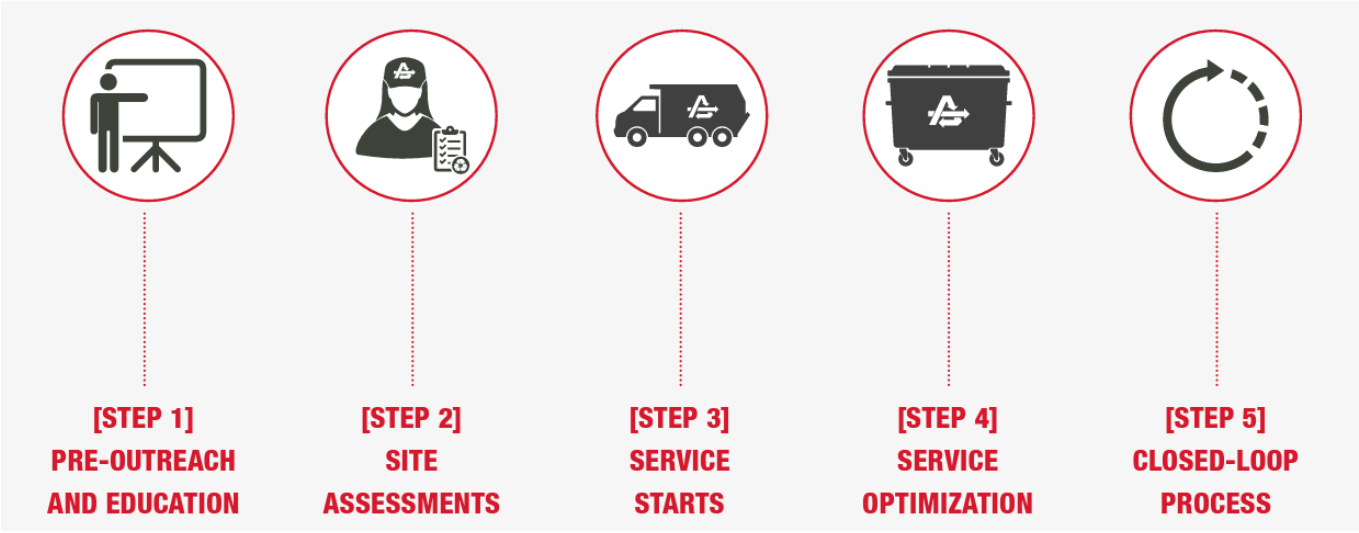
2.5.3 The firm or person was directly or indirectly employed by the City or Contractor for a period of three (3) years prior to the performance review or audit for which they are engaged unless the only prior employment relationship with the City or Contractor during said period involved a performance review or audit.

TEMPLE CITY TRANSITION PLAN

The process of transitioning from manual service to automated service is not unlike a municipal waste transition between haulers. Athens has perfected the process of transitioning services in new communities with no disruptions to customers. We have used the knowledge gained from our experience to develop a Service Implementation Model. Since its development, Athens has used this process to implement services successfully in multiple communities by dedicating the right resources, people, and strategy. An implementation can only be successful with a strong partnership with the City built on proactive communication and a strong emphasis on outreach and education.

We have successfully implemented services in several cities using this model. Communities such as Whittier, Norwalk, and Avocado Heights can attest to our ability to implement services successfully. We recognize Temple City is unique in its landscape and demographics, and by utilizing the Service Implementation Model, we can guarantee a successful service implementation. Athens staff will meet weekly with City staff to ensure constant and open communication throughout the transition plan and beyond.

The Service Implementation Model consists of five overarching steps: Pre-Outreach and Education, Site Assessments, Service Starts, Service Optimization, and a Closed-Loop Process. Each consists of tasks designed to raise awareness of subsequent steps in the process. Each task in the Model consists of specific actions and timelines with designated owners. Below are descriptions of each step and the anticipated timeline to complete each task in the service implementation for the City of Temple City.



[STEP 1] – SERVICE IMPLEMENTATION MODEL – *Pre-Outreach & Education: Starts March 2021*

Outreach and Education Collateral

Athens has developed an internal marketing and communication team specializing in creating fully customized collateral to engage the specific community and customer demographic. We understand that every community is different. Therefore, we do not take a cookie cutter approach to marketing. Athens will begin the Pre-Outreach and Education phase March 1, 2021.

In addition to developing community-specific marketing collateral, our marketing team has perfected digital marketing for community engagement. Today, Athens' social media averages an industry-leading 17% follower engagement. This figure is not only higher than the industry average but also higher than the national average. We will utilize this high engagement to connect with the community and other prominent organizations to convey important dates and service information. Athens is currently active on the following platforms:



While our focus is on digital marketing to minimize paper consumption, we realize that some customers prefer mailers and handouts. Therefore, our marketing team will also develop customized community hard copy collateral to help facilitate that.

Community Partnerships

Athens is more than a waste and recycling collection company: we are a community partner. We are committed to collaborating with the Chamber of Commerce, community groups, and educational institutions. Leveraging these partnerships, we will engage the community to ensure residential customers and business owners are aware of the service transition and important dates. Athens has extensive experience establishing partnerships with community leaders during implementation and throughout the life of our municipal agreements.

[STEP 2] – SERVICE IMPLEMENTATION MODEL – *Site Assessments: Starts April 2021*

Site assessments are necessary to ensure a seamless transition. Athens will dedicate recycling coordinators and route auditors starting April 1, 2021. Athens will assemble a team of five (5) recycling coordinators (RCs) and five (5) route auditors (RAs) to visit customers in Temple City. Before starting services, we will visit each site to conduct a waste assessment, host community events, and perform audits prior to initiating the container delivery plan. Below are the tasks associated with the Site Assessments Phase of the Service Implementation Model.

Site Assessments First Attempt

The second task associated with a successful service implementation is Site Assessments or "boots on the ground." Athens RCs and route supervisors will help educate customers on the new service offerings. While onsite, the RCs will survey sites to:
Verify account information
Educate customers on self-offerings
Assess waste streams
Take inventory of container quantities and sizes
Review recycling resources
Identify food rescue opportunities

RCs will also make recommendations on reducing waste, recycling best practices, and repurposing and donating food to limit waste, when appropriate. Athens is committed to assessing 400 customers per month. Athens will divide the city into subsection to best manage the transition. Assessments will begin 90 days before the start date.

Our approach enables Athens to meet customers at their location. Athens will ensure customers are supported through a potential transition while introducing them to The Athens Way. Ultimately, we want customers to make the right choices in the number of containers to utilize, the correct pricing bundle, and the appropriate container size. This will significantly reduce the potential for overloaded or contaminated containers. We are committed to reducing waste and implementing the best environmentally sustainable programs in Temple City; to succeed will take a strong partnership and community effort.

While RCs educate customers on service levels, they will also support the operations team in delivering containers to residential and commercial properties. Site assessments and container delivery schedules will initiate 60 days before starting the contract and will continue for two weeks after the new services official launch.

Container Delivery Plan

To prepare for the delivery of new containers and remove old containers, Athens will conduct a parcel audit to account for all residential customers. During the parcel audit, Athens will review our customer database and determine how many multifamily units use carts or bins. The parcel audit will include a desktop audit to compare hauler and/or city data against the County parcel listing. The data will serve to identify discrepancies

between databases. If differences are identified, Athens will dispatch a route auditor to confirm data visually. Upon audit completion, Athens will compile an accurate mailing list to conduct outreach to Temple City residents.



Athens will review the container delivery plan with the City 90 days before the start of services. The City will be able to make recommendations to fit the needs of the community best.

Residential Container Delivery

Athens will deploy the right number of resources to deliver residential carts. Cart delivery will commence during the site assessment phase and continue past service start. Athens will prepare a container delivery and removal schedule for approval by the City. The residential container delivery schedule will be mailed to customers. Additionally, the schedule will be shared on via social media, our website, and print ads, to ensure all customers have visibility of the timeline. Residential customers will have their carts delivered the day before their service day to allow them to put out old carts for service. Athens will also stage roll-off at the city yard to allow residents to dispose of existing containers. Customers also able to dispose of containers as a bulky item pickup.

Route Audits

Athens' operations and logistics teams will collaborate on route audits. The audits' goal is to ensure the operational assumptions are correct and make adjustments if necessary. Athens will run mock routes to ensure service operates efficiently and effectively before services start. Athens will also offer bundle packages to promote reductions in in-service day frequencies. In other words, Athens will strive to reduce the number of trucks in the field without impact to service. Athens uses our fleet management technology to track and monitor the driver's effectiveness in running routes. Athens will periodically adjust routes to reduce logistical redundancies. We are committed to reducing waste and recycling collections impact on the community of Temple City. We

are confident that we can run it more efficiently and safer than any other hauler! Athens Services will cross-train City staff on Athens' terminology, processes, and applications. Likewise, City staff will train Athens's key personnel on the Waste Reporting System.

[STEP 3] – SERVICE IMPLEMENTATION MODEL – *Service Starts: July 1, 2021*

On July 1, 2021, Athens will begin to service residential and commercial customers. By then, customers will have completed a waste assessment or have had an opportunity to participate in one. If not, we will maintain our "Boots on the Ground" approach to ensure customers have a chance to adjust service levels, container sizes, or quantities. We will deploy one supervisor per collection vehicle during the first week of service to ensure services are being rendered to all customers. If any adjustments are needed for services, the route supervisors will contact a recycling coordinator to engage with the customer on the day of service. If the customer requests service changes, we will facilitate the change within 24 hours. Athens will also begin daily check-ins with assigned Public Works and City staff. The goal is to ensure we communicate and accommodate special requests generated directly from the City. We will maintain an open communication line with the City staff during this transition time and the agreement's life.

Site Assessments – Second Attempt

To ensure that every customer has an opportunity to select the optimal service level, we will continue to visit sites two weeks before and two weeks after the services start. Our "Boots on the Ground" approach allows us to meet customers at their location and assure them that they have our support while introducing them to The Athens Way. Ultimately, we want customers to make the right choices in the number of containers to utilize and the appropriate size. Going through a site assessment will prevent overloaded and contaminated containers. We will make reasonable efforts to visit customers three times to conduct waste assessments.

Adjust Service Levels

Throughout the contract term, customers will have the opportunity to contact Athens to adjust the sizes and quantities of containers utilized. Athens will have a dedicated customer service team over the phone and at the local office to support container adjustments and service inquiries. Additionally, we will continue to have route auditors and recycling coordinators in the field to engage with our new customers on recycling best practices through the service implementation period.

Route Audits

On the day services start, Athens will have a dedicated team of five (5) route auditors reviewing operational data to ensure we route as efficiently as possible. We will strive to reduce redundancies to minimize our environmental impact and eliminate unnecessary routes. The auditors will review routes, work orders, tonnage reports, and

driver-initiated service exceptions. For two weeks after the start of service, RAs will follow collection vehicles to verify effectiveness and efficiency. We will continue these efforts well past the service start date. Route audits will be conducted periodically to promote operational effectiveness and foster safety in the community, all striving to minimize service day frequencies.

Quality Checks

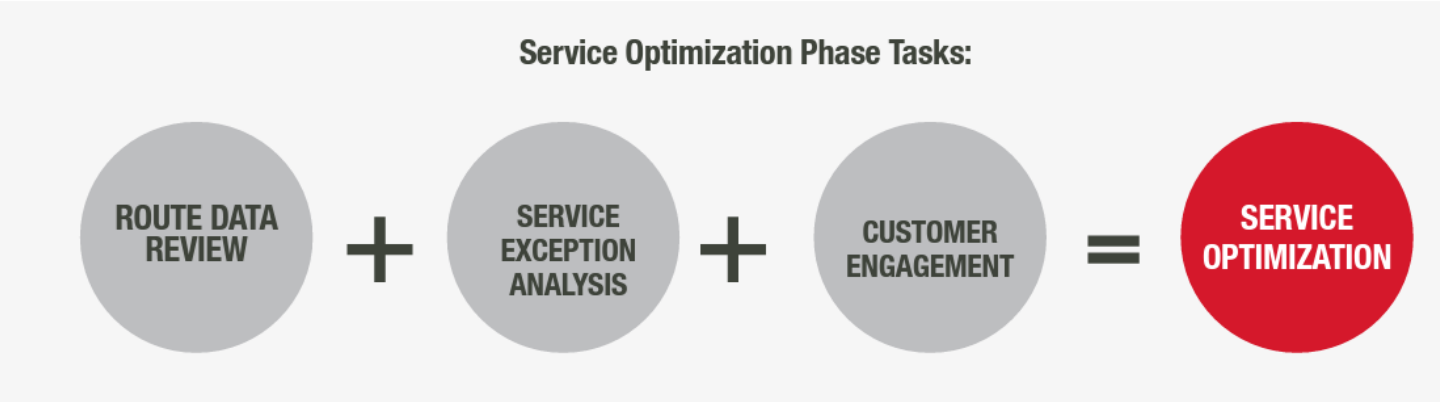
Athens will use the newest collection vehicles equipped with the latest in fleet onboard computer technology, called MobilePak, to ensure we provide services to all customers. Mobile-Pak is designed as the primary vessel for communications between operations and customers to ensure service excellence. The Mobile-Pak Tracking System gives drivers the ability to generate service verifications and report service exceptions. Drivers can document service exceptions with a geocoded image and report it back to the customers via automated processes. Drivers can also communicate with customer service to provide service verification with photos and report service obstructions and overfilled containers or contamination. The tablet also provides GPS coordinates, providing customers and dispatch our entire fleet's real-time visibility. Athens will also extend our call center hours of operations and personnel in the field available to answer questions. Athens will offer Temple City this multi-channel service during extended hours for the transition and beyond.

[STEP 4] – SERVICE IMPLEMENTATION MODEL – *Service Optimization: Starts August 2021*

In August of 2021, Athens will continue to engage the community with waste assessments, rightsizing, and contamination prevention to ensure services are optimized. We are passionate about delivering exceptional service throughout the service implementation process. The best way to do that is by actively and continuously engaging customers. Post-service start, Athens will have a dedicated team of recycling coordinators, route auditors, and operations supervisors engaging customers and the community on various subjects. Most importantly, we will ensure customers do not experience service disruptions.

Data Review

Once the service starts, we will quickly transition to the Service Optimization phase. During this phase, we will reengage residents and businesses with data collected from waste assessments conducted during the Pre-Outreach and Education or Site Assessments phases. For customers who did not participate in a waste assessment, Athens will maintain our recycling coordinators in the field to continue engaging with customers to ensure they have the optimal number of containers and the right size or identify an opportunity to reduce service day frequencies. Secondarily, waste assessments are intended to prevent unsightly and overfilled containers and avoid contamination.



Overfilled and Contaminated Containers

Athens utilizes a customized application to report overfilled and contaminated containers. When and if containers are overfilled or underserviced, an Athens representative will engage the customers to educate or adjust service levels. Our goal is to educate customers on their waste stream and, if necessary, recommend an adjusted service level specific to their needs. In many cases, we successfully augment solid waste with recycling services to divert recyclable materials away from landfills.

Community Report Presented to City Staff

Around August to September 2021, and at the City's discretion, Athens will prepare a community report to review with City staff and the community. The service implementation team will develop the report to communicate key milestones in the Service Implementation Model.

[STEP 5] – SERVICE IMPLEMENTATION MODEL – ***Closed Loop Process: Starts October 2021***

As customers acclimate to the new service offerings, including service enhancements, Athens will diligently reach out to customers and educate them on environmentally sustainable programs. Our team of environmental and sustainability experts will customize outreach and education programs. In addition to the outlined plan, Athens' marketing and communication team will support efforts to increase recycling best practices and environmental sustainability programs.

Working in conjunction with City staff and community leaders, we will work toward increasing recycling, promoting the reuse of goods, and reducing unrecyclable materials consumption.

Identify Food Rescue/Donation Opportunities

Utilizing data from operational reports and feedback from site assessments, Athens will identify food waste generators that may qualify for a food rescue /donation program. Athens has collaborated with various nonprofit organizations to establish successful food rescue programs in Southern California. Once a candidate is identified, Athens will coordinate an additional waste assessment with the customers and our food rescue partners.

Suppose the food waste generator meets the requirements of the food rescue/donation program. In that case, Athens will establish a partnership among the three entities to divert the food waste from landfills and rescue/donate food to viable community options.

Community Outreach Campaigns

Athens will also launch a community outreach campaign in Temple City. This campaign will educate residential and commercial customers in recycling, landfill avoidance, organics, and food rescue/donation opportunities. The community outreach campaign will be shared on the following platforms:

Instagram
Facebook
Twitter
Linkedin
Temple City Life

Each campaign effectively provides education to specific customer targets. Most are digital-based. The advantages of digital marketing include reduced paper consumption, quick and effective media, high engagement rate, and low advertising costs. Athens is an industry leader in digital marketing engagement. We will leverage our experience to engage with Temple City customers in recycling programs.

Along with social media and other digital marketing programs, Athens will deploy a comprehensive outreach and education program to exceed the City's expectations.

It takes a community to implement services effectively, and Athens stands willing, ready, and capable of being Temple City's community partner

Athens Services

TEMPLE CITY TRANSITION PLAN

TRANSITION SCHEDULE		
Description	**Dates**	**Notes**
Transition Plan Submitted	February 1, 2021	Submit Plan to City for Review
City Council Review	February 16, 2021	Council to approve new contract with July 1, 2021 effective date.
Resources - finalize resources	April 1, 2021	Finalize resources, which include Service Enhancement letter, Frequently Asked Questions, and Maps
Transition Meeting	May 1, 2021	Athens and City Staff - Transition meeting to address any changes to the transition.
City Council provide Plan Approval	May 1, 2021	Publish two announcements/ads in the local news outlets announcing important transition dates. Dates for public workshops will be included. Utilize social media and City media resources
Launch Outreach	May 1, 2021	Outreach team to work with community groups, nonprofits, civic organizations, and neighborhood groups to educate important transition dates.
Communication Launch	May 1, 2021	Launch strategy to community "Service Enhancement" to the community using digital marketing
Website Resources	May 1, 2021	Launch digital resources available to residents on the Athens website. Resources include Service Enhancement Letter, Frequently Ask Questions document, and Maps
Mail "Service Enhancement" Letter & Frequently Asked Questions (FAQ)	May 1, 2021	Mail letters to all customers. Letter will explain program changes, important dates, service day changes, new barrel explanation, options for existing containers, bulky item changes, and regulations (AB1595 & AB1826).
Digital Marketing	May 1, 2021	Launch outreach campaign on social media. Utilizing paid advertising to connect with local demographic in the service area. Communicate change, dates, and resources available.
Community Workshops (Virtual) with Temple City Kiwanis	April-May 2021	Athens representative conduct community (virtual) workshop to highlight services enhancements. The presentation will include all information on letter, as well as give residents an opportunity to ask questions. In person workshop/meeting will be held, if necessary.
Chamber of Commerce Presentation	April-May 2021	Athens representative conduct community (virtual) workshop to highlight services enhancements. The presentation will include all information on letter, as well as give residents an opportunity to ask questions. In person workshop/meeting will be held, if necessary. Workshop go over new organics program.
Container Delivery Notification	May 1, 2021	Mailer communicating program start dates, street sweeping changes, new barrel delivery dates, and contact information to request alternative service levels.
Transition Meeting	June 1, 2021	Athens and City Staff - Transition meeting to address any changes to the transition.
Container Delivery Period	June 1, 2021	New, sealed Athens containers delivered during the week prior to the program start. New barrels delivered for both residential program and commercial organics.
Container Collect Event	June 15, 2021	Stage roll-off at local yard to allow residents to dispose of existing containers. Customers also able to dispose of containers as a bulky item pickup
Start of New Programs	July 1, 2021	Start of new programs throughout City.
City Council Presentation	August 1, 2021	Transition Report Presentation to City Council
Community Workshops (Virtual) with Temple City Kiwanis	August 1, 2021	Athens representative conduct community (virtual) workshop to review status of services enhancements.
Chamber of Commerce Presentation	August 1, 2021	Athens representative conduct community (virtual) workshop to review status of services enhancements.