COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

April 10, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

20 April 10, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPT THE NEGATIVE DECLARATION FOR THE NON-EXCLUSIVE COMMERCIAL FRANCHISE AGREEMENTS, AWARD FRANCHISE AGREEMENTS FOR NON-EXCLUSIVE COMMERCIAL FRANCHISE WASTE COLLECTION SERVICES, AND ADOPT RESOLUTION TO INCREASE FRANCHISE FEE FOR NON-EXCLUSIVE COMMERCIAL WASTE HAULER FRANCHISES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

These actions are to adopt the Negative Declaration for the Non-Exclusive Commercial Franchise Project; award 56 Non-Exclusive Commercial Franchise Agreements to qualified waste haulers to provide solid waste collection services to businesses, industrial establishments, and multifamily property owners for commercial solid waste collection services for a service area that includes all unincorporated areas of Los Angeles County; and adopt a Resolution pursuant to Section 20.70.021 of the Los Angeles County Code, to increase the franchise fee payable to the County by a franchisee as consideration for the award of a nonexclusive franchise for certain solid waste handling services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration for the proposed Non-Exclusive Commercial Franchise Project, find on the basis of the whole record before your Board that there is no substantial evidence the Non-Exclusive Commercial Franchise Project will have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment and analysis of your Board, and adopt the Negative Declaration.

2. Find that the public health, safety, and welfare require that the County award Non-Exclusive Commercial Franchise Agreements for solid waste handling services for all unincorporated areas of Los Angeles County excluding services provided within the Garbage Disposal Districts from Board-approved contractors.

3. Award a franchise agreement for nonexclusive commercial franchise services to each of the 56 franchisees, commencing on July 1, 2012, with a termination date of June 30, 2019, with earned extensions for compliance with certain air quality benchmarks provided in the agreement for waste collection vehicles and/or optional monthly extensions for a possible additional three years to June 30, 2022, and additional optional month-to-month extensions up to six months, for a potential total agreement period of ten years and six months, subject to compliance with all terms and conditions contained in the franchise agreement.

4. Authorize the Director of Public Works or her designee to execute individual franchise agreements, substantially similar to the sample agreement, with each of the 56 franchisees; to award and execute future franchise agreements to additional franchisees that meet all the requirements described in the Request for Statement of Qualifications for a term commencing on execution by both parties with a termination date of June 30, 2019, with optional earned extensions for compliance with certain air quality benchmarks provided in the franchise agreement for waste collection vehicles and/or optional monthly extensions for a possible additional three years, to June 30, 2022, and additional optional month-to-month extensions up to six months; to take all the necessary and appropriate steps to carry out these agreements; to extend these agreements for each additional optional extension if, in the opinion of the Director of Public Works or her designee, the franchisees have successfully performed the work and the extension is otherwise warranted; to approve and execute amendments to incorporate necessary changes to the terms and conditions relating to the franchisee service performance requirements, specifications, and enforcement; and to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County of Los Angeles to do so.

5. Adopt a Resolution pursuant to Section 20.70.021 of the Los Angeles County Code to increase the franchise fee payable to the County by a franchisee as consideration for the award of a nonexclusive commercial franchise for certain solid waste handling services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to expand the County's solid waste handling franchise system to include nonexclusive commercial and nonresidential waste hauling services. This action will not impact existing residential trash hauling franchises.

Specifically, this action will be to: (1) adopt the Negative Declaration finding that there is no substantial evidence that the Non-Exclusive Commercial Franchise Project (Project) will have a significant impact on the environment; (2) award 56 Non-Exclusive Commercial Franchise Agreements to qualified waste collectors to provide commercial solid waste collection services to businesses, industrial establishments, and multifamily property owners, as well as residential properties with a need for bins and roll-off services for all unincorporated areas of Los Angeles County; and (3) adopt the Resolution to increase the amount of the franchise fee payable to the County by a franchisee as consideration for the award of a nonexclusive commercial franchise for certain solid waste handling services from 10 to 12 percent effective July 1, 2014, and 14 percent effective July 1, 2015.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3) by providing County residents and businesses with responsive, high-quality waste collection and recycling services, and the funding necessary to administer the nonexclusive commercial franchise.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Upon your Board's approval, the franchise fee resulting from Non-Exclusive Commercial Franchise Agreements will generate an estimated $3 million in revenue from the unincorporated County areas for Fiscal Year 2012-13, commencing on July 1, 2012. The franchise fee represents 10 percent of the monthly gross receipts generated by the waste haulers in Fiscal Year 2012-13 and Fiscal Year 2013-14. Pursuant to the Resolution (Enclosure A), if adopted by your Board, the franchise fee will increase to 12 percent in Fiscal Year 2014-15 and 14 percent in Fiscal Year 2015-16, respectively. The franchise fee will provide the necessary funds to administer the franchise and provide enhanced waste collection, recycling services, and other waste reduction programs for the unincorporated County areas. This revenue ($3.0 million) will be included in the Fiscal Year 2012-13 Final Adopted Solid Waste Management Fund Budget and will be included in the Solid Waste Management Fund Budget through the annual budget process for the remaining agreement years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Title 20 – Utilities, of the Los Angeles County Code (LACC), Section 20.70.020, authorizes your Board to award nonexclusive, partially exclusive, or wholly exclusive franchises for certain solid waste handling services for any given geographic area of the unincorporated territory of the County upon a finding that the public health, safety, and welfare require the award of such a franchise.

Expanding the County's franchise system to award nonexclusive franchises for commercial waste hauling services will help improve the level, quality, and efficiency of the solid waste collection services provided to commercial enterprises in the unincorporated areas of Los Angeles County, including multifamily dwellings as well as nonresidential facilities. Currently, waste hauling services are available to commercial enterprises on the open market. Under the nonexclusive franchise agreements, private haulers will continue to arrange to provide these services to commercial customers, but these arrangements will be subject to the requirements of the nonexclusive franchise agreements.

The nonexclusive franchise agreements will increase hauler accountability for customer service, help implement the Source Reduction and Recycling Element of the County's Integrated Solid Waste Management Plan, including providing diversion programs, improving recordkeeping and reporting, and establishing recycling programs for businesses and multifamily dwellings, provide efficient contract administration and enforcement by County staff, and provide bulky waste collection to curb illegal dumping.

Adopting a nonexclusive franchise for commercial waste handling services will allow small haulers entry and participation in the market, foster private sector competition, and create a level playing field for customers to negotiate trash collection services.

The recommended 56 franchisees are listed in Enclosure B. These nonexclusive franchise

agreements will commence on July 1, 2012, with a termination date of June 30, 2019. The franchise agreements also provide for earned extensions of the franchise agreements of up to three years to reward franchisees for complying with certain air quality benchmarks set forth in the franchise agreement for waste collection vehicles. In addition, they provide for alternative monthly extensions at the option of the County for a possible additional three years to June 30, 2022, and additional optional month-to-month extensions up to six months, for a potential total agreement period of ten years and six months, subject to compliance with all terms and conditions contained in the nonexclusive franchise agreement.

Prior to the Director of Public Works (Director) or her designee executing individual agreements, which will be substantially similar to Enclosure C, the franchisees will sign and County Counsel will review and approve the agreements as to form.

Public Works will leave the Request for Statement of Qualifications (RFSQ) (Enclosure D) process open, to allow additional qualified waste haulers to submit statements of qualifications. With your Board's delegated authority, the Director or her designee will enter into future additional agreements on an ongoing basis with waste haulers who meet the RFSQ requirements.

The award of these agreements will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The agreements contain terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: the County's Greater Avenues for Independence and General Relief Opportunities for Work Programs (GAIN and GROW), Board Policy No. 5.050; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; County's Contractor Alert Reporting Database (CARD); the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; and Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206 and the standard Board-directed clauses that provide for contract termination. Jury service requirements, local Small Business Enterprise Preference program, and Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110, were not included since the agreements are not County service contracts.

Data regarding the proposers' minority participation is on file with Public Works. The franchisees were selected upon final analysis and consideration without regard to race, creed, gender, or color.

Proof of bonding, the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the franchisees before execution of Agreements.

Public Works has evaluated and determined that the Living Wage Program (Los Angeles County Code, Chapter 2.201) does not apply to these recommended franchise agreements. Franchise service is not subject to Proposition A as authority to award the franchise agreements for solid waste handling services is expressly provided by statute. County Counsel concurs with this determination.

LACC, Section 20.70.021 provides that as consideration for the grant of a franchise awarded as provided in Section 20.70.020, the franchisee shall pay a franchise fee to the County in such amount as may be determined by your Board, expressed as a percentage of the monthly gross receipts of the franchisee arising from the use, operation, or possession of the franchise.

To meet the County's mandatory waste diversion requirements under Assembly Bill (AB) 939, in 2006, your Board adopted a Resolution to set a franchise fee of 10 percent of the franchisee's monthly gross receipts for solid waste handling services. The recommended action is to adopt the Resolution to increase the amount of the franchise fee payable to the County by a franchisee as consideration for the award of a nonexclusive commercial solid waste collection franchise from 10 to 12 percent effective July 1, 2014, and 14 percent effective July 1, 2015, for the unincorporated areas of Los Angeles County. The residential solid waste collection franchise fee will remain at 10 percent.

The increased fee for commercial waste hauling franchises is being recommended due to the need to provide services necessary to comply with the State's mandatory commercial recycling law of 2011 (AB 341), which mandates that cities and counties provide outreach, education, and monitoring, as well as develop necessary enforcement mechanisms commencing on July 1, 2012, and establishes a Statewide 75 percent waste reduction goal by 2020. The stepped increases in franchise fee are recommended to start the services with the basic level of requirements and eventually increase the services to fully comply with the AB 341 mandates.

ENVIRONMENTAL DOCUMENTATION

An Initial Study of Environmental Factors was prepared for the award of Non-Exclusive Commercial Franchise Agreements to provide solid waste collection services to bin or dumpster and roll-off customers within the unincorporated areas of Los Angeles County in compliance with the California Environmental Quality Act (CEQA) and State and County guidelines. The Initial Study showed that there is no substantial evidence that the Project may have a significant effect on the environment. Based on the Initial Study, a Negative Declaration (Enclosure E) was prepared. Public notice was published in the Los Angeles Times on January 2, 2009, pursuant to Public Resources Code Section 21092 and posted pursuant to Section 21092.3. Copies of the Draft Negative Declaration for public review were provided to the following Public Works offices: San Gabriel Valley, East Los Angeles, South Whittier, La Puente, and at Public Works Headquarters in the City of Alhambra. There were no organizations or individuals who previously requested notice and no comments were received.

In addition, amendments were made to CEQA and adopted by the Secretary of Natural Resources on December 30, 2009. Attachment B of the Negative Declaration consists of clarification and revisions to the Draft Initial Study/Negative Declaration to reflect the amendments to CEQA.

The location and custodian of the documents and other materials constituting the record of the proceedings upon which your Board's decision is based is the County of Los Angeles Department of Public Works, Environmental Programs Division, 900 South Fremont Avenue, Annex, 2nd Floor, Alhambra, California, 91803.

The California Department of Fish and Game (Fish and Game) has determined that for purposes of the assessment of CEQA filing fees, Section 711.4(c) of the Fish and Game Code, the Project has no potential effect on fish, wildlife, habitat, and does not require payment of a CEQA filing fee. The CEQA Filing Fee No Effect Determination Form was approved by Fish and Game on June 24, 2008. Upon your Board's approval of the Negative Declaration, Public Works will file a Notice of Determination for the Project in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing fee with the County Clerk in the amount of $75.

CONTRACTING PROCESS

On January 11, 2012, Public Works solicited proposals from 142 independent franchisees and community business enterprises for Non-Exclusive Commercial Franchise Agreements in the County unincorporated areas. Also, a notice of the RFSQ was placed on the County's bid website (Enclosure F), and an advertisement was placed in the Los Angeles Times.

Three workshops were provided to assist and explain the requirements of the RFSQ to assist qualified franchisees to complete proposals. As of March 5, 2012, 56 proposals were submitted. The statements of qualifications were first reviewed to ensure they met the mandatory requirements outlined in the RFSQ. Therefore, it is recommended that each of the 56 franchisees listed be offered the opportunity to enter into a franchise agreement for nonexclusive commercial franchise solid waste collection services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These Non-Exclusive Commercial Franchise Agreements will provide improved waste collection services for the unincorporated areas of Los Angeles County.

CONCLUSION

Please return one adopted copy of this letter and the signed Resolution to the Department of Public Works, Administrative Services Division.

Respectfully submitted,

Gail Farber

GAIL FARBER
Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Public Health

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
SETTING A FRANCHISE FEE
AS CONSIDERATION FOR THE AWARD OF A FRANCHISE
FOR SOLID WASTE HANDLING SERVICES

WHEREAS, Article XI, Section 7 of the California Constitution authorizes a city or county to protect the public health and safety by exercising its authority over sanitary matters; and

WHEREAS, the State Legislature has found and declared that the amount of solid waste generated in the State of California, coupled with diminishing landfill space and potential adverse environmental impacts from landfilling, have created a need for local agencies to enact and implement aggressive new integrated waste management programs; and

WHEREAS, through enactment of the California Integrated Waste Management Act of 1989, the State has directed agencies such as the County to divert 50 percent of all solid waste from disposal through source reduction, recycling, and composting; and

WHEREAS, the County is authorized to award franchises for solid waste handling pursuant to Section 40059 of the California Public Resources Code; and

WHEREAS, the Board of Supervisors adopted Chapter 20.70 of the Los Angeles County Code to provide for solid waste handling franchises in selected areas of the unincorporated territory of the County to assist the County in achieving compliance with the State's waste diversion requirements and to improve the quality and efficiency of solid waste handling services; and

WHEREAS, pursuant to Section 20.70.021 of the Los Angeles County Code, the Board of Supervisors is authorized to determine the amount of a franchise fee required to be paid as consideration for the award of a solid waste handling franchise, expressed as a percentage of the monthly gross receipts of the franchisee arising from the use, operation, or possession of the franchise;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the amount of the franchise fee payable to the County by a franchisee as consideration for the award of an exclusive franchise for residential solid waste handling services, as provided in Chapter 20.70 of the Los Angeles County Code, shall be ten percent of the monthly gross receipts of the franchisee arising from the use, operation, or possession of the franchise, where "gross receipts" has the meaning provided in said Chapter 20.70.

FURTHERMORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles that the amount of the franchise fee payable to the County by a franchisee as consideration for the award of a non-exclusive or partially exclusive franchise for commercial and non-residential solid waste handling services, as provided in Chapter 20.70 of the Los Angeles County Code, shall be ten percent commencing July 1, 2012, 12 percent commencing July 1, 2014, and 14 percent commencing July 1, 2015, of the monthly gross receipts of the franchisee arising from the use, operation, or possession of the franchise, where "gross receipts" has the meaning provided in said Chapter 20.70.

The foregoing Resolution was on the 10th day of April, 2012, adopted by the Board of Supervisors of the County of Los Angeles and ex-officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

ENCLOSURE B

	VENDOR NAME	WASTE COLLECTOR PERMIT	VENDOR LOCATION
1	AAA Rubbish, Inc.	19-AS-0192	Bell Gardens, CA
2	A&A Waste & Rolloff Services, Inc.	19-AS-0601	Buena Park, CA
3	A & B Recycling Disposal	19-AS-0054	Hacienda Heights, CA
4	A.M. Disposal	19-AS-0356	Whittier, CA
5	American Reclamation, Inc.	19-AS-0446	Los Angeles, CA
6	Apex Waste Systems, Inc.	19-AS-0562	Gardena, CA
7	Arrow Disposal Services, Inc.	19-AS-0087	La Puente, CA
8	Arakelian Enterprises, Inc. dba. Athens Services	19-AS-0557 19-AS-0581 19-AS-0586 19-AS-0591 19-AS-0626 19-AS-0627	City of Industry, CA
9	Benz Sanitation, Inc., dba. Benz Construction Services	19-AS-0484	Tehachapi, CA
10	BinsBinsBins, Inc.	19-AS-0607	Sun Valley, CA
11	Burrtec Waste Industries, Inc.	19-AS-0535 19-AS-0587 19-AS-0537	Azusa, CA
12	California Waste Services, LLC	19-AS-0513	Gardena, CA
13	CalMet Services, Inc., dba. Calsan & Metropolitan Waste	19-AS-0520	Paramount, CA
14	Canyon Rubbish Disposal Service	19-AS-0538	Van Nuys, CA
15	Clean Up America, Inc.	19-AS-0629	Pasadena, CA
16	Cordova Construction Services, Inc.	19-AS-0550	Pacoima, CA
17	Commercial Waste Services, Inc.	19-AS-0523	Montebello, CA
18	Consolidated Disposal Services, LLC	19-AS-0265	Santa Fe Springs, CA
19	Crown Disposal Co., Inc.	19-AS-0101	Sun Valley, CA
20	Direct Disposal	19-AS-0540	Huntington Beach, CA

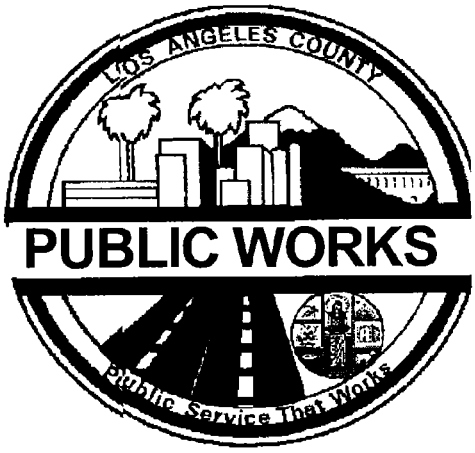
21	D&S Shavings and Roll-Off Service	19-AS-0532	Chatsworth, CA
22	EDCO Disposal Corporation	19-AS-0435	Buena Park, CA
23	G-B Services, dba. G - B Rubbish and Roll Off	19-AS-0233	Montebello, CA
24	GI Industries dba. Waste Management	19-AS-0120	Sun Valley, CA
25	Haul-Away Rubbish Service Co., Inc.	19-AS-0254	Montebello, CA
26	Heritage Disposal, Inc.	19-AS-0414	Alhambra, CA
27	Interior Removal Specialist, Inc.	19-AS-0534	South Gate, CA
28	J & L Hauling & Disposal, Inc.	19-AS-0624	Simi Valley, CA
29	Key Disposal, Inc.	19-AS-0257	Montebello, CA
30	Liberty Disposal Service	19-AS-0231	Huntington Beach, CA
31	Metropolis Disposal, Inc.	19-AS-0509	Van Nuys, CA
32	Mountainside Disposal, Inc.	19-AS-0464	Bakersfield, CA
33	Nasa Services, Inc.	19-AS-0182	Montebello, CA
34	Nuway Roll-Off Service	19-AS-0568	Monrovia, CA
35	Patriot Services, Inc.	19-AS-0560	Montebello, CA
36	Perez Disposal, Inc.	19-AS-0467	Granada Hills, CA
37	Quality Waste Services, Inc.	19-AS-0505	Los Angeles, CA
38	Randfam, Inc., dba. Rent A-Bin, Advantage Disposal	19-AS-0133	Canyon Country, CA
39	Rob's Roll Off and Recycling	19-AS-0521	Los Angeles, CA
40	City Rent-A-Bin, Inc. dba. Serv-Wel Disposal/A Rent-A-Bin	19-AS-0217	Montebello, CA
41	Serv-West Disposal Company, Inc. dba. Olympic Disposal Company	19-AS-0218	Montebello, CA
42	S & H Disposal Co.	19-AS-0219	Montebello, CA
43	Southland Disposal Company	19-AS-0526	Los Angeles, CA
44	Sunset Ranch Rolloff Service	19-AS-0548	South El Monte, CA
45	Triangle Services	19-AS-0086	El Monte, CA

46	United Pacific Waste	**19-AS-0522**	Pico Rivera, CA
47	Universal Waste Systems, Inc.	**19-AS-0561**	Santa Fe Springs, CA
48	Valley Vista Services, Inc.	**19-AS-0552**	City of Industry, CA
49	Ware Disposal, Inc.	**19-AS-0593**	Fullerton, CA
50	USA Waste of California Inc., dba. Waste Management/LA Metro, Blue Barrel Disposal & Compton	**19-AS-0093** **19-AS-0474** **19-AS-0037**	Sun Valley, CA
51	Waste Management of California, Inc., dba. Waste Management/WM of Antelope Valley & Sun Valley Hauling	**19-AS-0071** **19-AS-0072**	Sun Valley, CA
52	Waste Management Collection & Recycling, dba. Waste Management/ San Gabriel/Pomona Valley	**19-AS-0090**	Sun Valley, CA
53	Waste & Recycling Services, Inc.	**19-AS-0486**	Whittier, CA
54	Waste Resources, Inc.	**19-AS-0603**	Gardena, CA
55	West Coast Waste and Roll Off	**19-AS-0530**	Fullerton, CA
56	S & S Disposal Services	**19-AS-0545**	Norwalk, CA

ENCLOSURE C

SAMPLE AGREEMENT

Non-Exclusive Commercial Solid Waste Collection Franchise Agreement For the Unincorporated Areas of



The County of Los Angeles

BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS
AND
[NAME OF CONTRACTOR]

Franchise Date: [date of execution by FRANCHISEE]
Expiration Date: June 30, 2019 (subject to extension up to June 30, 2022, plus a month-to-month extension for up to six months)

TABLE OF CONTENTS

REFERENCES 3
RECITALS 9
SECTION 1 - FRANCHISE GRANT 10
SECTION 2 - TERM 13
SECTION 3 - SCOPE OF FRANCHISE SERVICES 15
SECTION 4 - SERVICE STANDARDS 17
SECTION 5 - PRIVACY 19
SECTION 6 - UNPERMITTED WASTE SCREENING AND REPORTING 19
SECTION 7 - CUSTOMER SERVICE 20
SECTION 8 - OWNERSHIP OF MSW; DISCLAIMERS 23
SECTION 9 - SETTING RATES AND CUSTOMER BILLING 24
SECTION 10 - FRANCHISEE RECORDS; AUDITS 24
SECTION 11 - COUNTY'S DIVERSION PRIORITIES 26
SECTION 12 - REPORTS 27
SECTION 13 - INDEMNIFICATION 28
SECTION 14 - INSURANCE 30
SECTION 15 - FINANCIAL ASSURANCE 30
SECTION 16 - BREACHES AND DEFAULTS; SUSPENSION; TERMINATION; DEBARMENT 31
SECTION 17 - ENFORCEMENT OF AGREEMENT 37
SECTION 18 - GENERAL PROVISIONS 39
SECTION 19 - DEFINITIONS AND INTERPRETATION OF AGREEMENT 40
SECTION 20 - EXECUTION OF AGREEMENT 41

ATTACHMENT NO. 1 (Section 3A) - FRANCHISE SERVICES 43
ATTACHMENT NO. 2 (Section 3A) - FRANCHISE SERVICES AND SERVICE SPECIFICATIONS FOR ROLL-OFF BOXES 52
ATTACHMENT NO. 3 (Section 14) - INSURANCE REQUIREMENTS 53
ATTACHMENT NO. 4 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS 60

EXHIBIT A – LIST OF UNINCORPORATED COUNTY COMMUNITIES 64
EXHIBIT B – MAP OF UNINCORPORATED COUNTY AREAS 65
EXHIBIT C – CUSTOMER BILL OF RIGHTS 68
EXHIBIT D – MANDATORY RECYCLING REQUIREMENTS 71
EXHIBIT E – DEFAULTED PROPERTY TAX REDUCTION PROGRAM 87
EXHIBIT F – INTERNAL REVENUE SERVICE NOTICE 1015 91
EXHIBIT G – SAFELY SURRENDERED BABY LAW POSTERS 92
EXHIBIT H – BOND FOR FAITHFUL PERFORMANCE 96

REFERENCES

The text in this Franchise Agreement uses the following conventions:

(1) References to **Sections** and **Articles** refer to Sections and Articles of this Agreement, unless specified otherwise.
(2) References to **Attachments** and **Exhibits** refer to Attachments and Exhibits appended to this Agreement.
(3) References to **Subsections** are to the Section in which that Subsection occurs, unless specified otherwise.
(4) Words have the meanings defined below or in the text of this Agreement. Definitions inserted in text are italicized.

	SECTION	DEFINITION
AB 939		California Integrated Waste Management Act of 1989, California Public Resources Code 40000 *et seq.*
bin	1A	
breach	16A	
bulky item	Attachment No. 1 F2	
cart	1B No.(5)	
CCR		California Code of Regulations
CEDs		A "covered electronic device" as defined in California Public Resources Code Section 42463, including: (1) cathode ray tube (CRT) device (including television and computer monitor); (2) LCD desktop monitor; (3) Laptop computer with LCD display; (4) LCD television; (5) plasma television; and (6) any other "covered electronic devices" listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b).
container		Cart, bin, roll-off box or other container for storing discarded solid waste pending collection.

commercial		Refers to premises such as stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, processing, or assembly shops or plants; and hospitals, clinics, convalescent centers and nursing homes (with respect to nonmedical waste only). Commercial does not include residential premises or multifamily premises.
County business day	4F	
County's office hours	4F	
County's reimbursement costs		Direct costs of COUNTY (including payroll and benefits, materials, and services) plus 35 percent thereof.
customer		Someone who subscribes to franchise services from FRANCHISEE.
Customer Bill of Rights	7C	
Customer Subscription Order	7C	
date of this Agreement	Paragraph above Recitals	
day		Calendar day
default	16B1	
Director		The County of Los Angeles Director of Public Works or his or her authorized representative.
E-waste		Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators.
franchise fee	1D	
franchise services	1A	
franchise year		July 1 – June 30 (contrasted with a calendar year)
Garbage Disposal Districts		Districts formed pursuant to Public Resources Code Section 4900 *et seq.*, and Los Angeles

		County Code Chapter 29.90.
immediate family	1E	
including		"including, without limitation"
law	4A	
liabilities	13D	
MRF		Materials Recovery Facility
multifamily		Refers to the following premises: (1) dwellings with three or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities; (2) townhouses, whether attached or detached, (3) condominiums, whether attached or detached; or (4) the following developments that receive solid waste services in bins: • planned residential developments (PRD's), • planned urban development's (PUD's), and • community developments (such as mobile home parks).
notice	18C	
premises		A tract of land with habitable buildings located in the service area, which is safely accessible by trucks used to provide franchise services.
promptly		Within two County business days
quarter		The following periods: (1) January 1 – March 31, (2) April 1 – June 30, (3) July 1 – September 30, or (4) October 1 – December 31.
reasonable efforts		Actions that a prudent business person would take under the same or similar circumstances intending in good faith to satisfy its obligations.
records	10A	
recyclables	1B1	On the date of this Agreement, recyclables include the following types of solid waste: (1) aluminum and metal cans; (2) newspaper; (3) glass jars and bottles;

		(4) tin cans; (5) plastic soda bottles; (6) plastic milk and water jugs; (7) plastic bags (e.g., bread, frozen food, grocery bags); (8) type No. 1 plastic containers (PET-polyethylene terephthalate); (9) type No. 2 plastic containers (HDPE-high density polyethylene); and type No.3-7 containers. (10) all types of paper (e.g., office paper, junk mail, magazines, telephone books); (11) corrugated cardboard
refuse		"Solid waste" comprised of garbage, rubbish and trash
regulatory authority	4A	
Request for Statement of Qualifications		All documentation and information that FRANCHISEE submits to COUNTY and that the Director deems complete, including: (1) Unpermitted Waste Screening Protocol; (2) Customer Subscription Order Template Form; (3) Recycling and Waste Diversion Plan; (4) Vehicle List
residential		Refers to premises containing detached, single-family homes or duplexes, other than: (1) townhouses, whether attached or detached, (2) condominiums, whether attached or detached, or (3) the following developments that receive solid waste services in carts: • planned residential developments (PRD's), • planned urban development's (PUD's), and • community developments (such as mobile home parks)
roll-off box	1A	
service area		The unincorporated area of the COUNTY

sharps	Attachment No.1 E3b	
solid waste	1A	
solid waste facility	3B	
solid waste management services		(1) "Solid waste handling" defined under California Public Resource Code Section 40195 (on the date of this Agreement, collection, transportation storage, transfer or processing of solid waste), and (2) "Solid waste disposal" defined under California Public Resource Code Section 40192, as required by County Code Section 20.72.140
subcontractors		Anyone that provides goods or services (whether or not pursuant to oral or written agreement), related to: (1) collection, transportation, or storage of solid waste, CEDs or E-waste handled under this Agreement; or (2) operation, maintenance, and repair of assets used to provide franchise services
such as		For example
transfer	1E	
uncontrollable circumstances		The following events: (1) riots, war, or emergency affecting the COUNTY declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors; (2) sabotage, civil disturbance, insurrection, explosion; (3) natural disasters such as floods, earthquakes, landslides, and fires; (4) strikes, lockouts and other labor disturbances; and (5) other catastrophic events that are beyond the reasonable control of FRANCHISEE despite FRANCHISEE'S reasonable efforts, excluding: • FRANCHISEE'S financial inability to

		provide franchise services, or • FRANCHISEE's failure to obtain any permits necessary to provide franchise services or the right to use the facilities of any public entity
unpermitted waste	6A	
violation/violation of law		Any noncompliance with law as evidenced by notice, assessment, or determination of any regulatory authority to FRANCHISEE, whether or not a fine or penalty is included, assessed, levied, or attached.
year		Calendar year, *unless* "franchise year" is explicitly provided.

The County of Los Angeles, a political subdivision of the State of California (**COUNTY**), and **[Name of Franchisee], [Form of Entity]** (**FRANCHISEE**) enter into this Agreement on the date of this Agreement.

"date of this Agreement" *means the date that both parties have signed this Agreement in Section 20.*

RECITALS

OPEN MARKET COMPETITION. Historically, private waste haulers and not County have arranged to provide municipal solid waste management services in bins to commercial enterprises in the unincorporated territory of County. Private haulers and their commercial customers have competitively negotiated service charges in an open-market, *except* in Garbage Disposal Districts and residential franchise areas, where the haulers contract with County to provide solid waste management services.

FRANCHISE PURPOSE. Under this Agreement, private haulers will continue to arrange to provide solid waste management service in bins to commercial customers, subject to the terms of this Agreement. This Agreement will:

- increase hauler accountability for customer service,
- help implement the Source Reduction and Recycling Element of the County's Solid Waste Plan, including providing diversion programs, maintaining more accurate records and improving reporting, and specifically the establishment and enforcement of recycling programs for businesses and multifamily dwellings,
- provide efficient contract administration and enforcement by COUNTY staff, and
- provide bulky waste collection to curb illegal dumping .

SOLID WASTE PERMITS. Article XI, Section 7 of the California State Constitution authorizes COUNTY to protect the public health and safety by exercising its authority over police and sanitary matters. Historically, the COUNTY Department of Health Services issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of collection and collection vehicle maintenance. It will continue to do so, and FRANCHISEE shall continue to obtain that permit and comply with all of its provisions.

SELF-HAUL OPTION. This Agreement does not require anyone to subscribe to franchise services from FRANCHISEE. Owners and occupants of premises may self-haul their solid waste. They may store solid waste generated on their premises in their own containers, and collect and transport it in their own vehicles for reuse, recycling, or disposal. Customers' obligations to pay FRANCHISEE service fees under this

Agreement does not arise because they own property, but because they generate refuse and do not exercise their right to self-haul.

FRANCHISE AUTHORIZATION. California Public Resources Code Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of solid waste management services, including:

- the nature, location, and level/extent of services.
- frequency of collection;
- means of collection and transportation;
- service charges and fees; and
- whether the services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit, or otherwise.

County Code Chapter 20.70 authorizes the Director to require franchises in any part of the unincorporated territory of the County that is not served by a Garbage Disposal District.

COUNTY consulted with representatives of waste haulers in developing this Agreement. COUNTY and representatives of the private hauling industry met many times to discuss the scope of franchise services, service specifications, service standards, and other performance obligations and to address the industry's questions, comments, and concerns.

SECTION 1 – FRANCHISE GRANT

A. Non-Exclusive Grant and Acceptance. COUNTY grants to FRANCHISEE and FRANCHISEE accepts the non-exclusive right and privilege to provide franchise services with respect to solid waste discarded in bins and roll-off boxes and within the unincorporated areas of the COUNTY. In COUNTY'S sole discretion, COUNTY may also grant to other persons the same rights and privileges that it grants FRANCHISEE under this Agreement. COUNTY is not liable to FRANCHISEE for acts of anyone who provides solid waste management services without a permit or franchise required by law, and FRANCHISEE releases COUNTY from any liability in connection with any of those acts.

*"**franchise services**" means all FRANCHISEE'S obligations under this Agreement to its customers and COUNTY.*

*"**solid waste**" means "solid waste" defined in California Public Resource Code Section 40191.*

*"**bin**" means any container for storage of solid waste that is picked up with front end*

loading vehicles, such as those having a 1- to 8-yard capacity, commonly referred to as dumpsters.

***"roll-off box"** means any open-topped rectangular container for storage, collection, and transport of solid waste that are rolled on and off flatbed collection vehicles via winches or reeving cylinders (hooks), sometimes referred to as debris boxes.*

B. Exclusions from Franchise. This grant excludes:

(1) recyclables that any person donates or sells to someone other than FRANCHISEE.

***recyclables"** means types of solid waste designated by COUNTY.*

(2) solid waste that any person self-hauls, such as shingles generated by roofers and yard waste by gardeners who:
- collect the solid waste in receptacles other than those provided by FRANCHISEE, and
- transport the solid waste in that person's own vehicles for disposal or processing.

(3) solid waste discarded at premises owned or controlled by COUNTY or any other person governed by the Board of Supervisors ;

(4) solid waste discarded at premises owned or controlled by:
- the State of California;
- any school district; or
- any person that is not legally obligated to subscribe to franchise services.

(5) solid waste discarded in carts at premises that receive franchise services under an exclusive franchise awarded by the COUNTY for cart service (such as an *Exclusive Franchise Agreement For Provision of Refuse, Recyclables, and Green Waste Automated Cart Services at Residential Premises and Certain Multifamily and Commercial Premises*), including residential, multifamily and commercial premises. However, FRANCHISEE must collect recyclables discarded in carts at customers' premises under its Recycling and Waste Diversion Plan in its Request for Statement of Qualifications and Attachment No. 1.

***"cart"** means a wheeled container for storage of solid waste that is (semi) automatically picked up by mechanical arms on a side loading truck*

(6) solid waste discarded by anyone who is receiving solid waste management services from a solid waste enterprise (if any) that has the statutory right to continue to provide franchise services to that person under California Public Resource Code Section 49520 *et seq.*

C. **Definition of Rights.** FRANCHISEE acknowledges:

(1) This Agreement does not grant FRANCHISEE any rights under Public Resource Code Section 49520.
(2) FRANCHISEE does not have the right to make any claim under Public Resource Code Section 49520, but only under this Agreement.

Upon expiration or termination of this Agreement, FRANCHISEE shall cease providing franchise services even if the expiration or termination occurs before the end of the period described in Public Resource Code Section 49520. After expiration or termination of this Agreement, COUNTY may reprocure one or more agreements for solid waste management services with FRANCHISEE or other persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

D. **Franchise Fee.**

*"**franchise fee**" means the franchise fee established from time to time and paid under COUNTY Code Chapter 20.70 and implementing ordinances or resolutions of the Board of Supervisors.*

In consideration for this franchise, FRANCHISEE shall be obligated to COUNTY beginning on the date of this agreement, and shall pay the franchise fee at the time and in the amount and manner established from time to time by County ordinance or resolution of the Board of Supervisors. FRANCHISEE shall not separately identify the franchise fee in correspondence with its customers, such as in customer subscription orders or service bills, unless the language is approved by COUNTY. All communication with customers regarding increased charges, including both written and oral communication, shall be approved by County.

FRANCHISEE shall pay the franchise fee with respect to *all* fees that it charges customers, including customers that subscribe to:

(1) franchise services for bins (such as centrally-located green waste bins in a multifamily complex), and
(2) non-franchise services for carts (such as individual carts for each dwelling within a multifamily complex)

unless FRANCHISEE pays franchise fees with respect to all or a part of those fees under County residential franchises.

E. **Transfer.** FRANCHISEE may transfer this Agreement, the franchise granted under it, or any rights or duties under it:

1. in whole or in part, whether voluntarily or involuntarily,

2. directly or indirectly (including through asset purchase, or merger with or acquisition of the FRANCHISEE), subject to the following exception.

FRANCHISEE may *not* make that transfer without the Director's prior written consent exercised in the Director's sole discretion, if the party to whom the FRANCHISEE makes the transfer (the transferee) does not qualify for any previously extended term of this agreement under Section 2. For example, if the existing FRANCHISEE (transfer*or*) purchased alternative fueled vehicles and this agreement was consequently extended, then the combined vehicle fleet of new FRANCHISEE (transfer*ee*) must continue to meet the requirements for that extended term.

Upon County request, FRANCHISEE shall pay County an amount requested by County, to conduct investigations deemed necessary by County to determine whether or not to grant its consent to the transfer.

"transfer" *means an action (or inaction) which has the direct (or indirect) effect of changing the permittee named on FRANCHISEE's waste collector permit issued by the Los Angeles County Department of Public Health.*

SECTION 2 – TERM

A. Length of Term.

1. **Expiration Date.** The term of this Agreement begins on the date of this Agreement and ends on the "Expiration Date" on the cover of this Agreement which is initially the same for all franchisees under Non-Exclusive Commercial Solid Waste Collection Franchise Agreements.

2. **Earned Extension.**

a. 50 percent Fleet Conversion. The term of this agreement will be extended for the following periods of time if FRANCHISEE meets both of the following contract conditions, determined to satisfaction of COUNTY in COUNTY's sole discretion:

1. FRANCHISEE is not in breach of this Agreement, including compliance with *Diesel Particulate Matter Control Measures* 13 CCR 2020 *et seq.*; and
2. 50 percent of the trucks that FRANCHISEE uses to provide franchise services meet the technical specifications for both of the following:

- new solid waste collection vehicles under Section (d)(1) of the South Coast Air Quality Management District (SCAQMD)

RULE 1193. CLEAN ON-ROAD RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION VEHICLES in effect on the date of this agreement; and

- added or replaced transfer or roll off vehicles under Section (d)(2) of Rule 1193.

The technical specifications in *Diesel Particulate Matter Control Measures* 13 CCR 2020 *et seq.* are incorporated by reference into this agreement as contractual provisions, whether or not those *Measures* apply to this agreement or FRANCHISEE as regulatory requirements.

50 Percent CONVERSION DATE	EXTENDED EXPIRATION DATE
as of this franchise date/ prior to July 1, 2012	June 30, 2022
prior to July 1, 2013	June 30, 2021
prior to July 1, 2014	June 30, 2020

b. 75 percent Fleet Conversion. The term of this agreement will be extended for the following periods of time if FRANCHISEE meets both of the preceding contract conditions in Subsection 2a, above, with respect to 75 percent of those trucks, determined to satisfaction of COUNTY in COUNTY's sole discretion:

75 Percent CONVERSION DATE	EXTENDED EXPIRATION DATE
prior to July 1, 2015	June 30, 2022
prior to July 1, 2016	June 30, 2021
prior to July 1, 2017	June 30, 2020

c. Proof of Conversion. Each year FRANCHISEE shall attach to its annual report an inventory of all solid waste collection, transfer, and roll off vehicles used to provide franchise services, including the following information:

1. application (solid waste collection, roll off, or transfer)
2. vehicle identification number,
3. license plate number,
4. engine model year,
5. fuel type,
6. domicile location, and
7. other information requested by COUNTY.

Throughout the extended term, FRANCHISEE must continue to meet both extension conditions determined to satisfaction of COUNTY in COUNTY's sole discretion.

d. **No Conversion or Earned Extension.** If FRANCHISEE does not meet either the 50 percent or 75 percent extension requirement, then upon scheduled expiration of this agreement on June 30, 2019, the term of this agreement will be extended on a month-by-month basis until the earlier of:

1. the date the Director names in notice to FRANCHISEE, given in the Director's sole discretion, or
2. June 30, 2022.

3. **Optional Extension.** In its sole discretion the Director may extend the term one or more times in monthly increments for up to three years plus a month-to-month extension up to six months.

B. **Continuing Obligations.** The following provisions survive the expiration or termination of this Agreement:

(1) all acknowledgments, representations, warranties, indemnities, defenses, and releases;
(2) obligations to pay any due and payable monetary amounts or claims for those amounts, including franchise fees;
(3) obligations with respect to records and reports,
(4) obligations to respect customers' privacy; and
(5) any other provision of this Agreement stated to survive the expiration or termination of this Agreement.

C. **Undepreciated Assets.** FRANCHISEE acknowledges that it has no right to recover an amount equal to the undepreciated value of assets it uses to provide franchise services that might remain at the expiration or termination of this Agreement, from COUNTY or customers.

SECTION 3 – SCOPE OF FRANCHISE SERVICES

A. **Arrangement with Customers.** FRANCHISEE may independently arrange to provide franchise services in bins and roll-off boxes in the service area at the frequency, capacity, price, and other terms agreed to with its customers.

B. **Acknowledgements.** FRANCHISEE acknowledges the following:

(1) Although this Agreement prescribes minimum scope of franchise services, service specifications, and service standards, COUNTY is not responsible for supervising or performing franchise services;

(2) FRANCHISEE and not COUNTY is arranging for franchise services, and COUNTY does not become a "generator" or an "arranger" as those terms are used in the context of CERCLA Section 107(a)(3), and

(3) FRANCHISEE has full freedom, discretion, and responsibility to solely determine the manner of providing franchise services, including its choice of solid waste facili*ties, unless* COUNTY designates one or more solid waste facilities under Section 3G.

*"**solid waste facilities**" means "solid waste facility" defined in Public Resource Code Section 40194; facilities that handle CEDs and E-waste; and any other facilities named by COUNTY.*

C. **COUNTY Solid Waste Programs.** FRANCHISEE shall provide to its customers all franchise services in bins and roll-off boxes described in ATTACHMENTS No. 1 and No. 2, respectively. FRANCHISEE shall not dispose of recyclables or mix recyclables with refuse.

D. **Director Request.** Upon Director request, FRANCHISEE shall use its best efforts to promptly provide franchise services to any premises identified by Director, as the Director deems necessary to protect public health or safety.

E. **Emergency Assistance.** FRANCHISEE shall provide solid waste management services requested by COUNTY in health and safety emergencies (such as an earthquake, storm, or riot, or when solid waste is accumulating at set-out sites for more than a week). FRANCHISEE shall charge COUNTY no more than what FRANCHISEE charges its customers for the same frequency and capacity of service, *unless* Director authorizes different charges upon request of and cost substantiation by FRANCHISE.

Upon request of COUNTY, FRANCHISEE shall give COUNTY, California or Federal officials information that is related to cost of providing the emergency services (such as number or amount of vehicles, fuel, employees, tonnage and disposal fees).

F. **Franchisee-Selected Solid Waste Facilities.** Unless COUNTY designates one or more solid waste facilities under Section 3G, FRANCHISEE shall select solid waste facilities solely in its discretion, including transfer stations and material recovery; composting and disposal facilities; and materials brokers and beneficiators. FRANCHISEE shall notify COUNTY of the solid waste facilities that FRANCHISEE chooses for each respective type of solid waste (refuse, recyclables, bulky items, and any green waste), CEDs, and E-waste. FRANCHISEE must deliver solid waste, CEDs and E-waste only to those facilities.

G. **Designation.** County reserves the right to direct one or more of those materials referenced above to a specified site or facility [within the County] upon agreement with FRANCHISEE on the amount of any additional compensation under the following subsection.

H. **Compensation.**
COUNTY will compensate FRANCHISEE for any direct costs (such as increased tipping fees) which FRANCHISEE incurs following delivery of materials to a County-designated solid waste facility instead of to a Franchisee-selected solid waste facility.

SECTION 4 - SERVICE STANDARDS

A. **Legal Requirements.** FRANCHISEE shall provide franchise services in compliance with law, such as the following:

(1) County Code Section 20.72.130 *Hours of Collection*;
(2) 14 California Code of Regulations 17314 & 17316 (RE maintenance, placement and labeling of containers);
(3) FRANCHISEE's waste collector permit issued by the Los Angeles County Department of Public Health, including any recycling plans and waste screening protocols;
(4) County Code Section 2.200 *County Child Support Compliance Program, provided in Attachment 4 "Labor-Related Provisions Required in County Contracts";*
(5) *County Property Tax Reduction Ordinance* in County Code Section 2.206 (unless FRANCHISEE qualifies for an exemption or exclusion) as provided in Section 16D;
(6) California Air Resources Board *Diesel Particulate Matter Control Measures at 13 CCR 2020 et seq.*; and
(7) South Coast Air Quality Management District Rule 1193 **CLEAN ON - ROAD RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION VEHICLES**.

"law" *means all statutes, regulations, rules, guidelines, permits, actions determinations, order or requirements of regulatory authorities that apply to franchise services or this Agreement, including their future amendments, supplements, replacement, restatement or recodification.*

"regulatory authority" *means a Federal, State or local governmental agency that regulates franchise services, including CA DOT, CA DMV, EDD, COUNTY, COUNTY'S LEA and U.S. Immigration and Naturalization Services, or other health and safety department of the agency.*

Provisions of law are incorporated into this Agreement by reference as FRANCHISEE's contractual obligations. COUNTY may enforce those provisions not as violations of law (subject to fines or penalties), but as breaches of this Agreement (subject to remedies under this Agreement). COUNTY has no obligation to enforce law.

B. **Spills.** FRANCHISEE shall enclose or cover all solid waste that it transports, whether in vehicles, debris boxes, hoppers, compactors, or any other containers. FRANCHISEE shall prevent solid waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from vehicles (**"spills"**) during collection and transportation. FRANCHISEE shall not transfer loads from one vehicle to another vehicle unless necessitated by mechanical failure or accidental damage to a vehicle. FRANCHISEE shall immediately clean up any solid waste that it spills onto any alley, street, or public place.

C. **Leaking.** FRANCHISEE shall prevent oil, hydraulic fluid, paint, putrescible waste, or other liquid from leaking from its vehicles or containers. FRANCHISEE shall equip each vehicle with petroleum absorbent agents and other appropriate cleaning agents. FRANCHISEE shall immediately cover, treat, or remove leaked materials from the ground and apply cleaning agent to minimize their adverse impact.

D. **Noise and Traffic.** FRANCHISEE shall collect solid waste in compliance with noise levels prescribed by applicable law, including County Code Section 12.08.520-Refuse, as quietly as possible and with the least possible disruption to the peace and quiet of the service area.

FRANCHISEE shall perform franchise services so as to cause the least possible obstruction and inconvenience to public traffic.

E. **Customer Correspondence and Other Materials.** FRANCHISEE shall submit the following materials to the Director for approval 30 days prior to mailing them to customers:

(1) all written materials given to FRANCHISEE'S customers (other than with respect to an individual customer's service disputes, questions, or complaints), and
(2) all materials that reference franchise services, such as sales brochures; commercial advertisements, and news releases.

F. **Responsiveness to County.** FRANCHISEE shall:

(1) return telephone calls from COUNTY to the individual who made that call during County office hours no later than the next County business day;

(2) meet with COUNTY during County office hours within one week of COUNTY oral or written request at the location directed by COUNTY;
(3) respond to all e-mails from COUNTY within two County business days of receipt; and
(4) respond to written correspondence from COUNTY within one week of its receipt.

*"**County office hours**" means 7 a.m. to 5:30 p.m., Monday through Thursday and 8 a.m. to 4 p.m. on Friday.*

*"**County business days**" means any day that COUNTY's Department of Public Works is open to do business with the public.*

G. FRANCHISEE's Representation. On the date of this Agreement, FRANCHISEE has fully complied with all law relating to the procurement of this Agreement, including law relating to conflicts of interest and the County Lobbyist Ordinance, County Code Chapter 2.160

SECTION 5 - PRIVACY

A. General. FRANCHISEE shall strictly observe and protect its customers' privacy and trade secrets, including their rights to privacy under law. In addition, FRANCHISEE shall not:

(1) reveal to anyone other than COUNTY any information identifying individual customers or the composition or contents of a customer's solid waste without that customer's permission, *unless* required by law; or
(2) market or distribute mailing lists with customers' names and addresses.

B. FRANCHISEE shall not assert that any privacy right accorded its customers under law prohibit FRANCHISEE from participating in solid waste characterization studies or waste stream analyses, keeping records, making reports, or assisting COUNTY in meeting any requirements under law.

SECTION 6 - UNPERMITTED WASTE SCREENING AND REPORTING

A. Unpermitted Waste.

*"**Unpermitted waste**" means:*
(1) materials that are not solid waste, including:
- *universal waste (materials that the California Department of Toxic Substances Control considers universal waste, including materials listed in*

22 CCR 66261.9),

- *household hazardous waste and other hazardous waste,*
- *medical waste, and*
- *radioactive waste; and*

(2) waste tires in excess of the number prescribed in 14 CCR 17355(b,) or reduced in volume as required in 14 CCR 17355(A); and
any other materials that cannot be disposed of in class II sanitary landfills described in 27 CCR 20250.

B. ***Prohibition and Protocol.*** *FRANCHISEE is prohibited from collecting any unpermitted waste observed* by FRANCHISEE, *unless* FRANCHISEE is legally licensed to do so. FRANCHISEE shall implement the Unpermitted Waste Screening Protocol included in its Request for Statement of Qualifications. FRANCHISEE shall annually give each of its customer's written material describing its customer education program for safe disposal.

C. **Reports to Director.** If FRANCHISEE observes that any substance it reasonably believes or suspects to contain unpermitted waste has been disposed of or released on any COUNTY or any other public property (including storm drains, streets, or other public rights of way), FRANCHISEE shall use reasonable efforts to report its observation to the Director in addition to reporting it to the appropriate regulatory authority as legally required.

D. **Labels.** Within three months after this franchise date FRANCHISEE shall conspicuously label each bin and roll-off box with stickers, embossing, or other secure means, prohibiting customers from discarding unpermitted waste and including illustrative examples.

SECTION 7 - CUSTOMER SERVICE

A. **Standards.** FRANCHISEE shall respond to its customers' questions and complaints in accordance with all requirements under law, such as the following:

(1) County Code Section 20.72.160 (RE customer service telephone and record-keeping requirements), where, for purposes of this Agreement, the Director shall be deemed the enforcement agency, or
(2) 14 CCR Section 17317 (RE placing identifying name and telephone number on containers).

B. **County's Reimbursement Costs.** If any COUNTY employee or other person acting upon direction of the County spends more than the following amounts of time resolving customer complaints, FRANCHISEE shall reimburse COUNTY the County's reimbursement costs therefore:

(1) more than one hour in the aggregate resolving complaints from any single customer of FRANCHISEE who states he or she has previously made that complaint to FRANCHISEE; or
(2) more than one hour in any work week (Monday through Friday) resolving complaints from different customers of FRANCHISEE.

C. Customer Subscription.

1. Provide to Customers

*"**Customer Subscription Order**" means Customer Subscription Order Form in Franchisee Application.*

*"**Customer Bill of Rights**" means the Customer Bill of Rights in substantially the form of Exhibit No. C.*

Before beginning franchise services FRANCHISEE shall give each customer:

(1) Customer Subscription Order,
(2) Customer Bill of Rights, and
(3) the most recent bi-annual newsletter (see Attachment 1, Section D1).

FRANCHISEE may require those customers for whom FRANCHISEE is required to operate vehicles on private property to sign a Subscription Order containing a waiver of liability with respect to damage to private driveways or pavement, in form approved by COUNTY.

FRANCHISEE shall include on its customer invoices (other than invoices to roll-off customers):

(1) the address of the website that provides a summary of the Customer Bill of Rights, general Customer Subscription Order, and
(2) directions on how to obtain a complete copy of a customer's Customer Service Order.

2. No Evergreen. FRANCHISEE shall not include in the terms of customer subscription orders or other service contract with its customers any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a customer to take affirmative, prescribed action in order to terminate the subscription order (such as giving written notice within a specified time period before the stated expiration of the subscription order).

3. **Term Limitation.** FRANCHISEE shall limit the terms of customer subscription orders to no longer than the remaining term of this Agreement.

4. **Termination Option and Rights.**

(1) FRANCHISEE shall give each customer the option to terminate its customer subscription order without cause on 90 days notice to FRANCHISEE, *if* the customer is not delinquent in paying any fees for franchise services, and regardless of the following:

1. the term of a customer subscription order, or
2. whether or not the customer subscription order explicitly gives customer this termination right.

(2) FRANCHISEE shall also give each of its customers the right to terminate service immediately in the event of emergency, or within two weeks if FRANCHISEE:

- fails to provide franchise services in accordance with the terms of this Agreement or any agreement between the customer and FRANCHISEE; or
- bills the customer for charges in excess of those agreed upon between the customer and FRANCHISEE.

5. **No Charges.** FRANCHISEE shall not impose a charge on a customer that terminates franchise service with or without cause, including liquidated damages, penalties, or bin or roll-off box removal fees.

6. **Amended Customer Subscription Orders**. However, FRANCHISEE shall do the following:

- as of this franchise date, FRANCHISEE shall give customers a Bill of Rights explaining the evergreen prohibition and customers' termination rights; and
- within 6 months of this franchise date FRANCHISEE shall amend its subscription orders to explicitly delete any evergreen provisions and grant customers their termination rights described in this Section.

D. **Repair and Replacement of Containers.** Within two weeks of customer request or County direction, FRANCHISEE shall repair or replace containers that are damaged or constitute a threat to public health and safety (including keeping out rodents, flies, and other vectors). FRANCHISEE shall provide additional containers upon customer request. FRANCHISEE shall be bound by COUNTY's

determination of whether a container is damaged or constitutes a threat to public health or safety. FRANCHISEE may charge customer for replacement of a recyclables cart.

E. **Overloaded Containers.** If FRANCHISEE determines that a container is repeatedly filled beyond capacity, FRANCHISEE shall attach a notice to the container warning that FRANCHISEE will *not* collect the container the next time it is overloaded. In its quarterly report FRANCHISEE shall give the County a copy of the notice and indicate:

(1) the service location, and
(2) date of the infraction.

FRANCHISEE shall not refuse to collect from container unless it previously:

(1) attached a warning notice to the container and
(2) gave a copy to the County.

F. **Litter Cleanup.** FRANCHISEE shall clean up all litter caused by FRANCHISEE, including during collection and transport. FRANCHISEE shall staff and equip each collection vehicle with a broom and dust pan.

G. **Graffiti.** FRANCHISEE shall remove graffiti from all containers, paint over graffiti on all containers, or replace containers with graffiti-free containers, within two County business days of:

(1) observation by FRANCHISEE'S drivers; or
(2) Director's request.

SECTION 8 – OWNERSHIP OF SOLID WASTE; DISCLAIMERS

A. **Ownership.** This Agreement does not purport to grant FRANCHISEE or COUNTY ownership over materials that FRANCHISEE's customers discard for pickup by FRANCHISEE or that FRANCHISEE handles under this Agreement. The right to possession or ownership of those materials shall be determined in accordance with law and any agreement between FRANCHISEE and its customers, and not as a result of this Agreement. Parties acknowledge that COUNTY has no ownership rights in solid waste or revenue from sale of recyclables.

B. **Disclaimer.** COUNTY makes no representations or warranties with respect to characterization of solid waste within the COUNTY, any solid waste disposal characterization study, or projections by material type with respect to solid waste in the COUNTY. COUNTY expressly disclaims any representations and

warranties, either express or implied, as to the merchantability or fitness of solid waste for any particular purpose.

SECTION 9 - SETTING RATES AND CUSTOMER BILLING FRANCHISEE shall set, bill and collect fees for franchise services as agreed to with its customers.

SECTION 10 - FRANCHISEE RECORDS; AUDITS

A. Record Maintenance and Retention.

*"**records**" means any type of documentation relating to franchise services, including:*

(1) *customer subscription orders and invoices,*
(2) *complaint logs and customer correspondence;*
(3) *weight tickets and receipts from solid waste facilities (including solid waste processing residual);*
(4) *route maps and schedules, in sufficient detail to allocate solid waste collected within County and outside County on the same route;*
(5) *receipts from recyclables, CED and E-waste transporters, shippers, brokers, beneficiators remanufacturers and purchasers, and*
(6) *with respect to roll-off containers:*
- *encroachment permits required by law,*
- *container capacity, and*
- *frequency of container collection.*

1. **Legal Requirements**. FRANCHISEE shall maintain all records required under law, including:

(1) records pertaining to solid waste collection, and disposal under County Code Section 20.72.160; and
(2) records under Attachment 4.

2. **Inter-jurisdictional Routes**

a. ***Acknowledgement.*** FRANCHISEE acknowledges that if FRANCHISEE erroneously attributes solid waste that FRANCHISEE collects in incorporated cities, other counties or Garbage Disposal Districts with solid waste that FRANCHISEE collects in the unincorporated areas of the COUNTY under this Agreement, then the COUNTY may be subject to fines for failure to divert solid waste from landfill disposal as required under AB 939.

b. ***Obligation.*** FRANCHISEE shall comply with 14 CCR 18808.7 and maintain records used to prepare reports submitted to COUNTY, including jurisdiction of origin necessary to determine the weight of

solid waste that FRANCHISEE collects in the service area. FRANCHISEE shall document the method by which it allocates solid waste collection route that includes a jurisdiction other than the COUNTY.

3. **Disposal Records.** FRANCHISEE acknowledges that COUNTY may need to respond to claims (including superfund claims under CERCLA) with respect to disposal of materials that FRANCHISEE handled under this Agreement. FRANCHISEE shall maintain records thereof, including:

   (1) quantity of solid waste collected under this Agreement; and
   (2) disposal location and its owner or operator (such as landfill; and incineration, composting or processing facility; or materials broker or purchaser.)

   FRANCHISEE shall retain those records for a period of at least five years after the expiration or termination of this Agreement. Thereafter, FRANCHISEE shall notify the Director at least 30 days before destroying those records.

4. **Complaint Logs.** FRANCHISEE shall enter, log, and maintain records of all complaints and their resolution in computerized format. At COUNTY'S request, FRANCHISEE shall immediately e-mail COUNTY those records and a complaining customer's subscription information.

B. **County Custody.** If the Director believes that records may be lost, discarded, or destroyed, the Director may direct the FRANCHISEE to give COUNTY access to and custody of those records. FRANCHISEE shall promptly comply.

C. **Inspection and Audit.** COUNTY, its staff and outside auditors may inspect, audit, and copy all records at FRANCHISEE'S office:

   (1) **Notice:** after advising FRANCHISEE by telephone or in writing five days in advance (or in extraordinary circumstances, less than five days),
   (2) **Day:** on any weekday (other than a County-recognized holiday), and
   (3) **Hours:** between the hours of 8 a.m. to 5 p.m. weekdays, and 8 a.m. to noon Saturdays.

   If FRANCHISEE's office is outside the COUNTY, FRANCHISEE shall promptly provide copies of those records to COUNTY at COUNTY'S offices.

   Within 30 days of COUNTY request, FRANCHISEE shall reimburse COUNTY for County's reimbursement cost of audit and copying expenses if the audit reveals a discrepancy of three percent or more between the amount contained in the records of the FRANCHISEE or a regulatory authority (such as the tons of solid

waste collected and disposed or diverted, or the amount of FRANCHISEE'S gross receipts) and:

(1) amount reported or paid to COUNTY; or
(2) amount in any representation that FRANCHISEE made or information that it submitted to COUNTY.

D. Copies. FRANCHISEE shall provide copies of Customers' names, addresses, and solid waste management service levels and charges to COUNTY promptly upon request.

E. Public Records Request. COUNTY shall notify FRANCHISEE as soon as practicable if:

(1) **Request:** COUNTY receives a request to review or copy material that FRANCHISEE has marked "Trade Secret," "Confidential", or "Proprietary" in which event FRANCHISEE may present arguments and facts to COUNTY in support of FRANCHISEE'S position that the material is entitled to an exemption from disclosure under the State Public Records Act and should not be released;
(2) **Non-Exemption:** COUNTY determines that the material is *not* entitled to an exemption from disclosure and that it must be released, in which event FRANCHISEE may seek a court order enjoining that release; and
(3) **Exemption and Action:** COUNTY determines that the material is entitled to an exemption from disclosure and the one who requested the material files a legal action seeking its release. If any legal action is filed, FRANCHISEE shall either file a motion to intervene in the action or shall accept the release of the material by COUNTY. COUNTY has no obligation to defend the action and will release the material sought, without liability to FRANCHISEE, should FRANCHISEE fail to intervene in said action.
(4) Within 30 days of following COUNTY's request, FRANCHISEE shall pay County's Reimbursement Costs incurred with respect to any Public Record Request for FRANCHISEE's documents.

SECTION 11 - COUNTY'S DIVERSION PRIORITIES

A. Acknowledgements.
FRANCHISEE acknowledges that one of COUNTY's primary reasons for entering into this Agreement is to implement recycling programs at commercial and multifamily premises. FRANCHISEE shall use its best efforts to implement measures intended to achieve COUNTY's source reduction, recycling, and waste stream diversion goals for solid waste it collects. FRANCHISEE shall use its

best efforts to divert solid waste from disposal and cooperate with COUNTY in conducting solid waste characterization studies and waste stream audits.

B. Recycling and Waste Diversion Plan.
FRANCHISEE shall implement the Recycling and Waste Diversion Plan in its Request for Statement of Qualifications. Within one year from the date of this Agreement and each following year FRANCHISEE shall submit to the Director a report demonstrating FRANCHISEE'S implementation of its Recycling and Waste Diversion Plan.

C. Scavenging- Discouragement.
FRANCHISEE shall use reasonable efforts to enforce anti-scavenging laws, including:

(1) Instituting civil actions against anyone alleged to have violated California Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than $1,000.00, whichever is greater, for each unauthorized removal, under California Public Resources Code Section 41953; and
(2) Taking actions under County Code Section 20.72.196 to discourage scavenging.

SECTION 12 - REPORTS

A. Types and Content. FRANCHISEE shall give COUNTY reports at COUNTY'S address provided for notices under Section 18C of this Agreement in format (such as electronic) and content required by COUNTY.

1. **Quarterly Reports.** Within 30 days following the end of each quarter of the year, FRANCHISEE shall submit to COUNTY a combined report for each of the prior quarters in a format satisfactory to the County. Upon COUNTY request, FRANCHISEE shall provide its customer service list, including:

(1) current and closed accounts, account numbers, and upon COUNTY further request, name associated with each account,
(2) customer addresses,
(3) level of service provided at each address,
(4) additional services provided,
(5) billing and payment dates,
(6) incidents when FRANCHISEE left non-collection notices,
(7) gross receipts from each customer, and
(8) any other information associated with franchise services as requested by the Director.

2. **Annual Report.** On or before each August 1st, FRANCHISEE shall submit a report for the prior year to COUNTY in a format and media, and with content acceptable to the County, such as vehicle lists, discussion of recycling plan implementation and updated identification of required personnel.

3. **Legally Required Reports.** FRANCHISEE shall file all reports required under law, including County Code Section 20.72.50 (Area, Services, Rates and Schedules).

4. **Improper Solicitations.** FRANCHISEE shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration (including in the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts), to:

   (1) COUNTY manager charged with the supervision of the employee; or
   (2) the COUNTY Fraud Hotline at (800) 554-6861 or www.lacountyfraud.org.

5. **Changes in Information** FRANCHISEE shall update any information submitted in the Request for Statement of Qualifications within 30 days of any change in information, including changes in service, ownership, vehicles, or equipment.

B. **Additional Information.** Promptly upon County request FRANCHISEE shall give County information relating to this Agreement (including substantiation of information submitted in reports to COUNTY).

C. **Statements and Information.** FRANCHISEE represents that the information and documentation submitted by or on behalf of FRANCHISEE to COUNTY in connection with the following was correct and complete in all material respects at the time originally submitted and on the date of this Agreement.

   (1) applying for and securing its permit issued by the Los Angeles Department of Public Health; and
   (2) applying for and securing this Agreement.

SECTION 13 - INDEMNIFICATION.

A. **Indemnification.** FRANCHISEE shall indemnify COUNTY from and against all liabilities arising out of or in any way connected to this Agreement, including

reimbursement to COUNTY for COUNTY liabilities to a third party (such as damages resulting from a suit against COUNTY by a customer).

B. Release and Hold Harmless. FRANCHISEE shall release and hold harmless COUNTY from and against all liabilities arising out of or in any way connected to this Agreement, including not seeking reimbursement from COUNTY for Franchisee's liability to a third party (such as damages resulting from a suit against FRANCHISEE by a customer).

C. Defense. Immediately upon commencement of any lawsuits, claims, complaints, causes of actions, or other demands brought against COUNTY for liabilities arising out of or in any way connected to this Agreement, FRANCHISEE shall:

(1) defend COUNTY with counsel approved by COUNTY, or
(2) fund County Reimbursement Costs of defense.

COUNTY may retain co-counsel at its own cost and expense and FRANCHISEE shall direct FRANCHISEE's counsel to assist and cooperate with COUNTY co-counsel. FRANCHISEE is not obligated to indemnify, release, hold harmless, or defend County if County is found solely negligent by a court of competent jurisdiction after County has exhausted all appeals.

D. Definitions.
In this section, "***COUNTY***" *includes political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body; their agents, officers, and employees, elected officials, assigns, volunteers, and special districts (including Garbage Disposal Districts); and each and every one of them.* They are third party beneficiaries of provisions of this indemnity.

*"**liabilities**" includes:*

(1) lawsuits, claims, complaints, cause of actions and other demands,
(2) citations, fine and other penalties,
(3) investigations (such as costs of audits) related to another type of liability (such as a fine),
(4) judgments, liens, cleanup orders, and damages in contract or tort, including the following:
- *personal injury or death, and*
- *property damage,*

(5) losses, injuries, costs and expenses (including all costs and expenses of litigation, mediation or arbitration), such as the following:
- *attorneys' fees, whether County Counsel or Franchisee's staff attorneys or outside attorneys,*
- *accountants' fees, whether County Finance Director or outside accounts,*

- *appraisers' fees,*
- *expert witness fees, and*
- *other detriments of every nature and description whatsoever, whether under State of California or federal law.*

Examples of liabilities arising out of this Agreement include operations, CalOSHA, immigration, enforcement of law, and disposal (unless COUNTY designates the disposal facility).

Reference to ***"indemnification"*** *or* ***"indemnity"*** *in this Agreement includes the indemnification, release, hold harmless or defense, or all of them, under this Section.*

SECTION 14 - INSURANCE.

A. **Insurance**. FRANCHISEE shall obtain insurance that meets the COUNTY's specifications as required by law (including County Code Section 20.70.020) and Attachment No. 3.

SECTION 15 - FINANCIAL ASSURANCE.

A. **Amount**. FRANCHISEE shall obtain a performance bond (or other financial assurance acceptable to COUNTY in its sole discretion), payable to COUNTY and meeting COUNTY'S specifications, in the largest of the following amounts:

(1) required by law (including County Code Section 20.72.040);
(2) on the date of this Agreement, in the initial amount of $25,000, which is established by the COUNTY, and in each following franchise year (or if there are less than six months in the prior franchise year, that lesser number of months), 110 percent of the following amounts FRANCHISEE paid COUNTY during the first six months of the prior year:
   - franchise fees and any other amounts owed to COUNTY (such as AB 939 fees), plus
   - any other amounts payable to COUNTY, plus
   - any liquidated damages; or
(3) other amount prescribed by COUNTY.

The performance bond must be conditioned on faithful performance by FRANCHISEE of all the FRANCHISEE'S obligations under this Agreement, including payment obligations such as franchise fees.

B. **Surety**. The performance bond must be executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The

corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by COUNTY.

C. **No Substitution.** The performance bond may not allow the bond surety to substitute another person to perform franchise services. The performance bond must provide for payment of moneys to COUNTY, including payment of:

(1) franchise fees;
(2) any liquidated damages, late penalty payments, or County's reimbursement costs; and
(3) any amount that FRANCHISEE paid to COUNTY, but is subsequently recovered from COUNTY in any bankruptcy or similar proceedings relating to FRANCHISEE.

SECTION 16 - BREACHES AND DEFAULTS; SUSPENSION; TERMINATION; DEBARMENT

A. Notice of Breach; Franchisee Cure.

*"**breach**" means any failure by FRANCHISEE to meet one or more of its obligations under this Agreement*

If the Director determines that FRANCHISEE is in breach, the Director may give notice to FRANCHISEE identifying and describing the breach. FRANCHISEE may request to confer with COUNTY within 30 days of FRANCHISEE's request. FRANCHISEE shall cure the breach within:

(1) 30 days from the receipt of COUNTY'S notice (or with respect to a breach of the Child Support Compliance Program, 90 days after notice by the Los Angeles County's Child Support Services Department), or
(2) a shorter period of time determined by COUNTY if COUNTY determines that the public health and safety so require.

FRANCHISEE may request additional time to correct the breach, but COUNTY may accept or reject that request in its sole discretion.

B. Defaults, Notice, Suspension and Termination

1. <u>Defaults</u>.

"default" means any of the defaults described in the table below.

2. <u>Suspension of Agreement</u>

Together with any other rights or remedies COUNTY may exercise under this Agreement, the Director may suspend this Agreement, in whole or in part, upon occurrence of default and immediate notice. The suspension shall continue only until FRANCHISEE demonstrates to COUNTY that FRANCHISEE can once again fully perform its obligations under this Agreement.

3. **Termination.** Together with any other rights or remedies that COUNTY has under this Agreement, the Director may terminate this Agreement effective on the "Termination Date" in whole or in part, upon the occurrence of any default in the following table. However, the Director in his or her sole discretion may choose any longer or shorter "Termination Date" following COUNTY notice to FRANCHISEE upon determination that the public health and safety so require:

DEFAULT		TERMINATION DATE (No. days following COUNTY notice to FRANCHISEE of default)
(1) Uncured or repeated breach	(1) FRANCHISEE does not cure any breach of this Agreement other than breaches listed as specific defaults in (2) – (10) of this table, within 30 days of County notice of such breach under Section 16A, *unless* due to uncontrollable circumstances; or (2) FRANCHISEE repeatedly or habitually breaches this Agreement, as determined by the Director in his or her sole discretion, whether or not a FRANCHISEE has previously cured a specific instance of failure or refusal.	30 days
(2) Failure to collect for 7 days	*Unless* due to uncontrollable circumstances, FRANCHISEE fails to provide franchise services (other than under Attachment No.2 *Roll-off Boxes*) for a period of: (1) 7 consecutive days following any scheduled collection date; or (2) 7 days in the aggregate from the date of this Agreement.	30 days

(3) Failure to collect for *more* than 7days	FRANCHISEE fails to provide franchise services for more than 7 consecutive days, whether or not due to uncontrollable circumstances	30 days
(4) Payments to County	FRANCHISEE does not fully and timely pay COUNTY any amounts under this Agreement (including payment of franchise fees and liquidated damages): (1) more than twice in any year; (2) within 30 days of dated correspondence from the COUNTY stating that payment is due; or (3) with respect to payment of a shortfall in franchise fees, within 30 days of dated correspondence from the COUNTY identifying the shortfall.	30 days
(5) Specified defaults	FRANCHISEE breaches any of its obligations under this Agreement with respect to the following: (1) Child Support Compliance Program (if not cured within 90 days of notice); (2) Compliance with ILO Convention Concerning Minimum Age for Employment; (3) Nondiscrimination; (4) County Lobbyist Ordinance, or (5) County Defaulted Property Tax Ordinance.	30 days
(6) Improper consideration	COUNTY finds that FRANCHISE offered or gave consideration, in any form, either directly or through an intermediary, to any COUNTY officer, employee, or agent: (1) with the intent of securing this Agreement; (2) with the intent of securing favorable treatment with respect to the award, amendment, or extension of this Agreement; or (3) with respect to the making of any determinations by COUNTY with respect to FRANCHISEE'S performance under this Agreement.	immediately

	Consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.	
(7) Material or repeated violation of law	(1) FRANCHISEE does not remedy a material violation of law directly or indirectly related to: • franchise services or this Agreement, • any other agreement with County, or • business administration of FRANCHISEE (such as tax or securities law violations), to the satisfaction of the applicable regulatory authority (including COUNTY when acting as a regulatory authority), within 30 days of the regulatory authority's notice, assessment, or determination of that violation. The Director in his or her sole discretion shall determine materiality. (2) FRANCHISEE repeatedly or habitually violates law, as determined by the Director in his or her sole discretion, whether or not FRANCHISEE has previously cured a specific violation of law. If FRANCHISEE is entitled to and does contest a notice, assessment, or determination of a violation by proceedings conducted in good faith, no default is deemed to have occurred until a final decision adverse to FRANCHISEE is entered.	immediately
(8) Failure to meet insurance / bond obligations	FRANCHISEE does not meet its obligations with respect to insurance and other assurances of its performance under this Agreement.	immediately

(9) Insolvency or bankruptcy	(1) FRANCHISEE becomes insolvent or files a voluntary petition to declare bankruptcy; (2) a receiver or trust is appointed for FRANCHISEE; or (3) FRANCHISEE executes an assignment for the benefit of creditors. FRANCHISEE is deemed to be ***"insolvent"*** *if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not FRANCHISEE has committed an act of bankruptcy and whether or not FRANCHISEE is insolvent within the meaning of the federal bankruptcy law or not.*	
(10) fraud, misrepresentation, or breach of warranties	During the procurement of this Agreement or after the date of this Agreement, FRANCHISEE does any of the following with respect to this Agreement or the COUNTY: 1. committed (or commits or attempts to commit) any fraud or deceit, 2. made (or makes) any intentional or material misrepresentations; 3. breaches any warranties, or 4. made or (or makes) any materially false or misleading statement, representation, or warranty.	30 days

C. FRANCHISEE Responsibility and Debarment. COUNTY may debar FRANCHISEE from contracting or doing business with COUNTY in the following events:

(1) after giving public notice and conducting a hearing under County Code Chapter 2.202, COUNTY determines that FRANCHISEE (or any of its subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY'S policy to do business with responsible contractors;

(2) FRANCHISEE does not comply with the Child Support Compliance Program under County Code Section 2.200.020; or

(3) FRANCHISEE does not comply with County Defaulted Property Tax Reduction Program. COUNTY may debar FRANCHISEE as provided in Subsection D below.

D. Termination For Breach of Warranty to Maintain Compliance With County Defaulted Property Tax Reduction Program.

1. **Acknowledgement.** FRANCHISEE acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers. Unless FRANCHISEE qualifies for an exemption or exclusion, FRANCHISEE warrants and certifies to the best of its knowledge, that on the date of this Agreement it is in compliance with County Code Chapter 2.206.

2. **FRANCHISEE Default.** Failure of FRANCHISEE to maintain compliance with the requirements set forth in Subsection D1 constitutes a default under Subsection B.

3. **Termination/Debarment.** Without limiting COUNTY'S available rights under any other provision of this Agreement, if FRANCHISEE fails to cure a default within ten days of COUNTY notice, COUNTY may:

   (1) terminate this Agreement under Subsection B, and
   (2) pursue debarment of FRANCHISEE pursuant to County Code Chapter 2.206 and Subsection C.

E. Convenience.

1. **COUNTY Right.**
   COUNTY may suspend or terminate all or a portion of this Agreement at any time upon determining, in its sole discretion, that suspension or termination is in its best interest.

2. **Notice.**
   Suspension or termination shall become effective on the later of the following dates:

   (1) the date that COUNTY specifies in notice to FRANCHISEE, or
   (2) Ten days after COUNTY sends the notice.

   The notice shall also specify the extent to which this Agreement is suspended or terminated.

3. **Stop Providing Franchise Services.**
   After receiving notice FRANCHISEE shall:

(1) stop providing franchise services on the date and to the extent specified in the notice or as otherwise directed by COUNTY; and
(2) continue providing franchise services to the extent (if any) specified in the notice.

SECTION 17 - ENFORCEMENT OF AGREEMENT

A. **As Provided by Law.** Either party may avail itself of any remedy available under law.

B. **County's Additional Remedies.** Without limiting COUNTY'S remedies otherwise available under this Agreement, in law or at equity, at its option COUNTY may enforce a breach in one or more of the following ways:

(1) if that breach is a default, execute alternative agreements to provide franchise services similar to those under this Agreement;
(2) seek to obtain injunctive relief and/or damages; or
(3) assess damages.

C. **Injunctive Relief.** FRANCHISEE acknowledges that COUNTY'S remedy of damages for a breach may be inadequate for many reasons, including the urgency of providing franchise services to protect the public health and safety. Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

D. **Recovery of Damages.** COUNTY may draw upon FRANCHISEE's performance bond or any other instrument of performance assurance to pay damages.

1. **Compensatory.** COUNTY may seek compensatory damages, including:

(1) amounts equal to any franchise fees, liquidated damages or other amounts that FRANCHISEE has paid to COUNTY but that are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise; and
(2) the full amount of any commission, percentage, brokerage or contingent fee proscribed under the County Code.

2. **Liquidated.** The parties acknowledge:

(1) COUNTY incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of recycling and compliance with solid waste diversion mandates;

(2) Consistent and reliable franchise services, including collection of putrescible wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well being of residents and businesses in COUNTY; and

(3) The following liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to COUNTY that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

SECTION	FAILURE(s)* Under cited sections	DAMAGES
3C	dispose of recyclables or mix them with refuse	$100/container
3F, 3G	deliver materials to solid waste facilities selected by FRANCHISEE or designated by COUNTY	$300/truck-delivery
4A	collect during unauthorized hours six or more times per year	$250
Through-out	provide documentation for COUNTY review or comment; or obtain any COUNTY approval, consent or other permission	$300/day per occurrence or retraction/ correction of misinformation
4B,C,D	meet service standards for litter, leaks and noise five or more times per year	$150
4F(1), (3) & (4)	return COUNTY calls, e-mails or correspondence two or more times within 30 consecutive days	$500
4F(2)	meet with COUNTY two or more times per year	$500
6B	follow waste screening protocol	$500
6D	mark any bin and roll-off box with discard prohibitions	$50
7C6	timely provide customer with Bill of Rights	$100/day per customer
7C6	timely amend its subscription orders with respect to the evergreen prohibition and customers' termination rights	$100/day per customer
7C6	terminate customer subscription upon qualifying customer's request	$100/day per customer
7D	repair or replace containers	$500
7E	collect or tag overloaded containers	$100
7F	clean up litter caused by FRANCHISEE	$100
7G	remove any graffiti within required times	$100
10A2	mis-allocate ten percent or more tons of solid waste to County	$5/route-day
10A4	enter log of/maintain/supply complaint records	$100

10A4	e-mail COUNTY complaint information six or more times/year	$100
10C	allow COUNTY to inspect, audit or copy records	$150/day
Attachment 1	any other liquidated damage in Attachment No. 1 or Attachment No. 2	As scheduled in the Attachment
Section 10; Through-out	submit complete and correct information or reports on time: (1) quarterly, (2) annually, (3) as required by AB 939 or County Code, or (4) any other time required under this Agreement.	Until corrected or completed: (1) $200/day (2) $300/day (3) $150/day (4) $100/day

*Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each customer's bin and roll-off box set out site, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given route or day).

By placing its initials below, each party specifically confirms:

(1) the accuracy of the statements made in this Subsection; and
(2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions prior to signing this Agreement.

FRANCHISEE COUNTY
Initial Here: _____ Initial Here: _____

E. County's Reimbursement Costs. FRANCHISEE shall pay COUNTY promptly upon Director's request County's reimbursement costs of:

(1) conducting a nonroutine investigation of any alleged breach; and
(2) incurred as a consequence of breach.

F. Waiver. COUNTY's waiver of any specific breach is not a waiver of any other breach of that same provision. COUNTY's failure to enforce this Agreement is not a waiver of any breach.

SECTION 18 - GENERAL PROVISIONS

A. Independent Status. FRANCHISEE is an independent entity and not an officer, agent, servant, or employee of COUNTY. This Agreement is between COUNTY and FRANCHISEE and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and FRANCHISEE, including for purposes of

workers' compensation. FRANCHISEE is solely responsible for the acts and omissions of its officers, agents, employees, and any subcontractors.

B. **Venue, Service of Process.** In the event of litigation between the parties, venue shall lie exclusively as follows with respect to litigation in California courts, trial courts located in the COUNTY, or with respect to litigation in a United States District Court, located in the Central District of California.

FRANCHISEE shall accept service of process at the address provided for notices from COUNTY under this Agreement.

C. **Notices. "notices"** (or other variations thereof, such as "notify) given by either party to the other under this Agreement must be:

(1) **Written:** in writing,
(2) **Means:** delivered by the following means (which shall be effective at the following times):
- personal delivery (effective immediately);
- sent by e-mail with "read" receipt or telecopier with "transmission" receipt (effective immediately); or
- registered or certified mail, return receipt requested, (effective three days after mailing);

(3) **Address:** addressed as follows (or to other address provided by a party, dated and acknowledged by the other party):
- with respect to the COUNTY:

County of Los Angeles
Department of Public Works
Environmental Programs Division
900 South Fremont Avenue
Alhambra, CA 91803
Attn: County's Authorized Representative: Paul Alva

Facsimile Number: 626.458.3569
E-mail: Palva@dpw.lacounty.gov

- with respect to FRANCHISEE, to the individual contact and address provided in the Request for Statement of Qualifications

SECTION 19 - DEFINITIONS AND INTERPRETATION OF AGREEMENT

A. **Definitions.** For ease of reading, most words that are defined terms in this Agreement are not capitalized. Words in this Agreement have the meanings given in the References or text of this Agreement, *regardless* of whether or not they are capitalized.

B. **Construction.** If any provision of Sections 1 through 20 of this Agreement or its References is inconsistent or conflicts with any attachment or exhibit (other than Attachments No. 1 and No. 2), then the provision governs unless the Director determines that it is contrary to the public health and safety or other public interest.

C. **Integration.** This Agreement contains the entire agreement between the parties with respect to their rights and responsibilities under this Agreement. This Agreement completely and fully supersedes all prior oral and written understandings and agreements between the parties with respect to those rights and responsibilities. However, the parties acknowledge that the following are incorporated in this Agreement by reference:

(1) portions of the Request for Statement of Qualifications referenced in this Agreement; and
(2) provisions of law under Section 4A.

D. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the law of the State of California, without giving effect to the State's principles of conflicts of laws.

E. **Severability.** If any provision of this Agreement (other than with respect to COUNTY designation of a solid waste facility) is ruled illegal, invalid, nonbinding or unenforceable by any court of competent jurisdiction, it is severed from this Agreement and this Agreement must be construed as if it did not exist.

F. **Interpretation.** This Agreement shall be interpreted and construed neither for nor against either party, regardless of the degree to which either party participated in its drafting. FRANCHISEE acknowledges that it determined to provide franchise services and to enter into this Agreement upon its own choice and initiative. Each party represents and warrants that it and its counsel have reviewed this Agreement. FRANCHISEE shall not make any claim against COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of COUNTY in connection with the procurement of this Agreement, which proves to be wrong in any respect.

SECTION 20 - EXECUTION OF AGREEMENT

A. **Execution in Counterparts.** This Agreement may be signed in any number of original counterparts, which constitute but one and the same agreement.

B. **Authority to Execute.** Each party respectively warrants as follows:

(1) It has duly authorized the individual below to sign this Agreement on its behalf, and

(2) that individual has the full right, power, and authority to bind its related party to this Agreement.

IN WITNESS WHEREOF, by order of its Board of Supervisors COUNTY has caused Director of Public Works to sign this Agreement, and FRANCHISEE has caused its duly authorized officers to sign this Agreement, on the respective dates written below their names.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

Date_____

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

NAME OF FRANCHISEE

By _____
President

_____
Type or Print Name

_____
Date

SIGNATURE ATTESTED:
Secretary

By _____

_____
Type or Print Name

ATTACHMENT NO. 1 (Section 3A) - FRANCHISE SERVICES

A. MANDATORY RECYCLING.

1. **Service Options.** FRANCHISEE shall provide each customer that must receive recyclables collection service under law, including provisions attached as Exhibit D, *one* of the following recycling service options without additional charge:

   (1) a one cubic yard recyclable bin, collected weekly;
   (2) if customer does not have space for storing a one cubic yard bin, then upon customer request, up to two-96 gallon recyclable carts; or
   (3) any other recycling program allowed under Exhibit D, such as processing solid waste at a MRF to recover recyclables.

   Within four months of COUNTY direction, FRANCHISEE shall also provide each customer identified by COUNTY with one of the preceding recycling service options, without charge. *For example, COUNTY may direct FRANCHISEE to provide recycling service for customers that discards less than 4 cubic yards of refuse per week.*

   FRANCHISEE shall provide recycling service whether or not customer requests it.

2. **Additional Recycling Services and Charges.** If FRANCHISEE provides service options (1) or (2) in subsection A1, within one week of a customer's request, FRANCHISEE shall provide that customer with an additional container of the type and in the capacity requested by the customer and collect it at the frequency requested by the customer. FRANCHISEE shall charge customer 1/2 of the rate it charges for the same type and capacity of refuse container and same frequency of refuse collection service. FRANCHISEE shall not identify or itemize any charge for recycling for customer, including on customers invoices.

3. **Diversion.** FRANCHISEE shall collect and recycle or otherwise divert from disposal the recyclables discarded in these containers.

B. VOLUNTARY RECYCLING. Within one week of request by a customer that is *not* subject to mandatory recycling service under Subsection A, FRANCHISEE shall provide customer the franchise services described in Subsection A above.

C. VISIT AND AUDIT. FRANCHISEE's Recycling Coordinator described in Subsection D2 (or other individual trained and supervised by the Recycling

Coordinator) shall visit the premises of FRANCHISEE's customers that are subject to mandatory recycling services under Subsection A at the following times:

(1) during the first 12 months after this franchise date, all customers; and
(2) after those first 12 months, each of those customers every other franchise year; or
(3) at the frequency required by law.

At each visit, FRANCHISEE shall conduct the following audit, without additional charge:

(1) review the customer's franchise service subscription, including the number and size of customer's bins and roll-off boxes for refuse and recyclables, respectively, and collection frequency;
(2) conduct a waste characterization by visually inspecting customer's discards and estimating amount of recyclables and refuse;
(3) note any other recycling programs, such as self-hauling recyclables to a MRF or subscribing to third-party recycling services (such as corrugated cardboard collection);
(4) develop and recommend a waste reduction and recycling plan based on business type and/or multifamily that the customer could implement to reduce and divert solid waste, as well as available solid waste diversion programs; and collection frequency, and provide a written copy of such practices;
(5) make any recommendations in writing to change the customer's franchise service subscription, including changing the number, size, and type (such as solid waste or recyclables) or collection frequency of containers in order to provide adequate refuse disposal service but also maximize recyclables diversion;
(6) check each customer's containers to monitor:
    - **Participation:** recyclables discarded in refuse containers, and
    - **Contamination:** refuse and other contaminating materials discarded in recyclables containers;
(7) Identify manufacturing or processing residual, and estimate its volume,
(8) check customer's premises for posting of educational materials required under FRANCHISEE'S Recycling and Waste Diversion Plan in its Request for Statement of Qualifications, such as recycling posters in multifamily common rooms;
(9) identify why a customer is not recycling, for example:
    - zoning conflicts,
    - lack of storage space,

- lack of markets,
- non generation of recyclable materials,
- customer with verifiable recycling program, or
- unwillingness; and

(10) Investigate other matters requested by County.

If FRANCHISEE'S auditor is unable to meet with someone at customer's premises who is authorized to order franchise services, or if a business is closed, FRANCHISEE shall leave a "Sorry we missed you card" with contact information and recycling information acceptable to COUNTY. FRANCHISEE's auditor shall note the date and time of his or her visit and return again within ten days of that date. FRANCHISEE shall visit all of its customers each year.

2. **Report.** FRANCHISEE shall submit an audit report to COUNTY quarterly or within one week of COUNTY request, including:

(1) date of visit to customer's premises;
(2) address and type of premises;
(3) the customer's service subscription at the time of the visit (including number, size, and type - such as solid waste or recyclables - or collection frequency);
(4) any FRANCHISEE recommendations to increase solid waste reduction and recycling/diversion; and
(5) any additional information requested by the Director.

FRANCHISEE shall use reasonable efforts to complete and to submit reports electronically.

3. **Information.** Within one week of COUNTY request, FRANCHISE shall submit a copy of the information on solid waste reduction and diversion practices and any recommendation that FRANCHISEE provides to any customer.

D. CUSTOMER EDUCATION AND OUTREACH

1. **Bi-annual Newsletter.** Twice each year, FRANCHISEE shall prepare promotional and educational materials/newsletters in the bilingual form required by the Director promoting solid waste reduction, recycling, and diversion. FRANCHISEE shall submit the materials to Director for review on each January 1 and July 1. Within 30 days of Director's accepting the materials FRANCHISEE shall distribute them to its customers, which may be electronically, upon customer request :

(1) via the U.S. Postal Service with prepaid postage, or

(2) door-to-door delivery service to customer's premises.

FRANCHISEE shall also distribute them to new customers together with the Customer Subscription Form and Customer Bill of Rights.

2. **Recycling Coordinator.** FRANCHISEE shall employ or retain an individual qualified to conduct customer waste surveys and developing site-specific plans for recycling, reduction, and diversion of solid waste generated by customers.

*"**Recycling Coordinator**" means the person described in this Subsection.*

E. VEHICLES. FRANCHISEE shall give COUNTY a list of all vehicles that FRANCHISEE uses to provide services under this Agreement on the date of this Agreement. FRANCHISEE shall give COUNTY an updated list annually or upon one week's request of COUNTY. FRANCHISEE shall provide franchise services with vehicles that comply with law, including:

(1) South Coast Air Quality Management District rules and regulations, including Rule 1193, Clean On-Road Residential and Commercial Refuse Vehicles;
(2) California Health and Safety Code Section 43000 *et seq.*, with respect to air emissions (smog checks);
(3) California Vehicle Code Section 27456b, with respect to tires;
(4) California Vehicle Code Section 34500 *et seq.*, with respect to vehicle safety, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
(5) rules and regulations promulgated under the California Vehicle Code with respect to vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
(6) rules and regulations of the California Department of Motor Vehicles with respect to vehicle registration and weight limits;
(7) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
(8) Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 *et seq.*;
(9) 14 CCR 17341, 17342, 17343, and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
(10) permit conditions under County Code Section 20.68.050 , and
(11) decals

F. SPECIAL SERVICES FOR RESIDENTIAL AND MULTIFAMILY CUSTOMERS. FRANCHISEE shall provide the franchise services prescribed in this Section without additional charge to its residential and multifamily customers.

1. **Holiday Tree Collection.** FRANCHISEE shall collect, transport, process, and divert all holiday trees such as Christmas trees and Hanukkah bushes discarded at any customer's container set-out site, on or before the customer's next regularly scheduled collection day:

   (1) during the period beginning December 26 and ending January 14, or
   (2) another period established by COUNTY not to exceed three weeks, and at a Customer's request.

   Holiday trees must stripped of ornaments, garlands, tinsel, flocking, and stands.

2. **Bulky Items, E-waste, and CEDs Collection.** FRANCHISEE shall provide bulky item, E-waste and CEDs collection to customers through service option b or c in subsection F2 below and shall inform the County of the selected service option per customer through the Quarterly Report.

   a. ***"bulky item"***.

      *"**bulky item**" means any large item of solid waste that can be safely lifted by two individuals using a dolly, including the following:*

      (1) discarded furniture (such as chairs, sofas, mattresses and rugs);
      (2) appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing and other similar items commonly known as "white goods"); and
      (3) up to two tires per customer from passenger cars or pickup trucks.

   b. ***Five On-Call Pickups Per Year Without Additional Charge; Additional Pickups.***

      FRANCHISEE shall collect no more than five bulky items and unlimited E-waste and CEDs per pick up upon 24 hours advance request of a residential or multifamily customer on that customer's next regularly scheduled collection day or other date agreed to between that customer and FRANCHISEE, at that customer's regular site for placing solid waste containers but *not* in any roadway or other public right of way. FRANCHISEE shall collect those materials without charge five times each year, but may charge amounts agreed to between FRANCHISEE and customer

for a 6th or more time that same year. "Customer" does *not* include individual tenants in a multifamily residence. FRANCHISE shall use reasonable efforts to recycle bulky items, E-waste and CEDs.

c. ***Annual Cleanup Event.***

FRANCHISEE shall collect unlimited amounts of bulky items and E-waste and CEDs of a residential or multifamily customer on the date agreed to between that customer and FRANCHISEE, at that customer's regular site for placing solid waste containers but *not* in any roadway or other public right of way. FRANCHISEE shall collect those materials at no charge.

d. **Personal Contact Annually**.

At least once each year FRANCHISEE shall talk with or meet in person the owner or superintendant of a multifamily residence and schedule the annual cleanup event. Leaving voice mail messages or sending e-mails to which no one responds does *not* satisfy this obligation.

3. **Sharps Program**

a. ***Distribution of Storage and Mailing Containers.*** Within one week of a residential or multifamily customer's request or multifamily customer's tenants' request for the following franchise services, FRANCHISEE shall provide customer or tenant at that customer's premise, without additional charge to that customer, the tenant or the COUNTY, with one to four container(s) satisfactory to County that has at least a one gallon capacity for discard of sharps. On each container FRANCHISEE shall attach information acceptable to County on the manner (including locations) in which the customer or tenant can dispose of sharps in accordance with applicable law.

b. ***"Sharps".***

*"**Sharps**" means any item generated by a residential or multifamily customer at their premises having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, including:*

(1) hypodermic, pen or intravenous needles,
(2) needles with syringes,
(3) needles from vacutainers,
(4) needles with attached tubing, and
(5) lancets.

G. SPECIAL SERVICES FOR COMMERCIAL CUSTOMERS.

1. **On-Call Pickups for Commercial Customers with Additional Charge.** FRANCHISEE shall collect unlimited amounts of bulky items, E-waste, and CEDs upon 24 hours advance request of a commercial customer who subscribes to franchise service for commercial premises, on that customer's next regularly scheduled collection day or other date agreed to between that customer and FRANCHISEE for the charge agreed to between FRANCHISEE and customer.

H. FOOD DIVERSION PLAN.

1. **Director-approved Plan.** Within three months from the date of this agreement FRANCHISEE shall give the Director a plan for diverting solid waste comprised of food waste generated at commercial customers' premises. Examples of diversion include arranging for delivery to food banks, and composting or bioconversion process. Examples of commercial customers premises include:

   (1) the following businesses identified by Office of the Assessor property use classification codes:

   - 1400-1420: Supermarkets, Small Food Stores
   - 2100-2120: Restaurants, Fast Food Restaurants (Walk Up and Drive Up)
   - 3400-3420: Food Processing Plants
   - 6100-6900: Theaters, Bowling Alleys, Athletic and Amusement Facilities
   - 7200-7202: Private Schools
   - 7500: Homes for Aged and Others, and

   (2) other businesses identified by COUNTY:

   FRANCHISEE shall incorporate Director's comments on the plan, if any, into the plan.

2. **Service.** Upon a commercial customer's request, FRANCHISEE shall provided services described in its food diversion plan, subject to agreement with the customer on any additional charge.

3. **Customer Information; Containers.** Prior to commencing service, FRANCHISEE shall:

(1) inform each applicable customer of program implementation (including discard and set-out instructions, collection schedules, commencement date and cost, if applicable); and

(2) provide customers with sufficient number and capacity of containers to store discarded food waste pending collection.

4. **Plan Implementation.** Within six months from the date of this Agreement, FRANCHISEE shall begin diverting food under its Director-accepted plan.

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ATTACHMENT NO. 2 (Section 3A) - FRANCHISE SERVICES AND SERVICE SPECIFICATIONS FOR ROLL-OFF BOXES

A. **Container delivery.** FRANCHISEE shall deliver a bin or roll-off box to any set-out site, at any time, and at a charge agreed to, between FRANCHISEE and customer. FRANCHISEE shall not leave the roll-off box or bin *unless* the customer provides FRANCHISEE with a copy of any encroachment permit required under County Code.

Customers may keep on-call roll-off boxes for five weekdays or other time as agreed to between FRANCHISEE and Customer, not counting the delivery and removal days.

B. **Container pick up.** FRANCHISEE shall pick up the bin or roll-off box at a time agreed to with customer.

C. **Diversion.** FRANCHISEE shall use reasonable efforts to divert all materials that it collects under Subsection B above. FRANCHISEE shall divert soil, rock and gravel; other C&D debris, and inert materials at the levels prescribed in County Code 20.87.040. FRANCHISEE shall transport and deliver materials that cannot be diverted to the FRANCHISEE-selected or COUNTY designated solid waste facility.

ATTACHMENT NO. 3 (Section 14) INSURANCE REQUIREMENTS

A. PROGRAMS. Without limiting its indemnities, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, FRANCHISEE shall provide and maintain the following programs of insurance at its own expense. Obligations under this attachment are in addition to and separate from any other obligation in this Agreement. COUNTY reserves the right to review and adjust the insurance requirements in this attachment if County determines that there have been changes in risk exposures. COUNTY makes no warranty that the insurance coverage terms, types and limits in this attachment is sufficient to protect the FRANCHISEE for liabilities that may arise from or in relation to this Agreement.

1. **Primary, Excess, Non-Contributory**. All FRANCHISEE'S insurance shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

2. **Cancellation of or Changes in Insurance.** FRANCHISEE shall provide COUNTY with, or FRANCHISEE's insurance policies shall contain a provision that COUNTY shall receive, written notice of:

1. Cancellation of required insurance, or
2. any change in required insurance, including
   - insurer,
   - limits of coverage,
   - term of coverage. or
   - policy period.

FRANCHISEE shall provide the written notice to COUNTY at least:

1. days in advance of cancellation for nonpayment of premium and
2. 30 days in advance for any other cancellation or policy change.

The written notice cannot include language with respect to "endeavor" or exculpation for "failure to do so".

3. **Noncompliance**. Neither the County's failure to obtain, nor the COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by the FRANCHISEE, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any obligation under this attachment. If FRANCHISEE does not provide and maintain those programs of insurance, COUNTY may elect to purchase required insurance coverage without further notice to FRANCHISEE, and COUNTY may charge FRANCHISEE any premium costs advanced by COUNTY for

that insurance and draw on the performance bond, letter, of credit, or other form of performance assurance provided by FRANCHISEE.

FRANCHISEE must comply with all terms of insurance and insurers. However, Insurance must obligate the insurer to pay COUNTY claims that are covered under the policy *even if* FRANCHISEE or COUNTY does not comply with all policy requirements or duties (such as failing to report an incident or claim in a timely manner, law, allowing operations or use of the Project not permitted under the policy, or making misrepresentations).

4. **Evidence of Insurance: COIs and copies of policies.** On the date of this Agreement and thereafter 30 days prior to each policy renewal and also within two County business days of any COUNTY request, FRANCHISEE shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to the Director at the address provided for Notices. Certificates or other evidence must:

   a. ***Agreement, Insured and Insurers***

      (1) specifically identify this Agreement by name or number;
      (2) name the insured party that matches the name of FRANCHISEE executing this Agreement; (If FRANCHISEE's direct (or indirect) parent is the named insured, the DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS in the COI must state that FRANCHISEE is also a named insured under all listed policies);
      (3) provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number,
      (4) and each insurer's financial rating.

   b. ***Types and limits***:

      (1) Clearly evidence all coverage, types and limits required in this Agreement. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;
      (2) Identify standard policy forms or their equivalent.

   c. ***Attach additional endorsements***:

      (1) ***Additional Insured Endorsements***. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials,

officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed franchise services, and applicable with respect to liability and defense of suites arising out of FRANCHISEE'S acts or omissions, whether that liability is attributable to the FRANCHISEE or the COUNTY.

The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this Agreement. FRANCHISEE may use an automatic additional insured endorsement if the endorsements meet the requirements of this attachment.

(2) **Waiver of Subrogation Endorsements**. Include copies of subrogation endorsements necessary to effect FRANCHISEE'S waiver of its and its insurer(s)' rights of recovery against County under all insurance, to the fullest extent permitted by law.

(3) **Primary, Excess, Non-Contributory.** All insurance must be primary with respect to any other insurance or self-insurance programs available to COUNTY.

(4) **Pollution Endorsement to Automobile Liability**, or equivalent, must remove any pollution and asbestos exclusion from the policy.

(5) **Insured-vs.-Insured.** If a policy of Insurance contains an insured-vs.-insured provision, it must be endorsed to provide cross-liability coverage as would be afforded by the standard ISO separation of insureds provision with no insured-vs.-insured exclusions or limitations.

(6) **Full Policy Limits** and scope of protection must apply to each additional insured even if those limits or scope exceed the minimum required specifications for insurance in this Agreement.

d. ***Deductibles and SIRs.*** Identify any retained losses, deductibles or self-insured retention ("SIR") exceeding $50,000 for COUNTY'S approval. FRANCHISEE'S policies shall not obligate COUNTY to pay any portion of any FRANCHISEE retained loss, deductible or SIR.

COUNTY retains the right to require FRANCHISEE to reduce any deductibles or self-insured retention as they apply to COUNTY or to require FRANCHISEE to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to

investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to the County; and

e. ***Signature verification.*** Include documentation acceptable to COUNTY verifying the following:

- that the individual signing or counter-signing the certificates, and at COUNTY'S request, the policies, endorsements, or other evidence of coverage, is authorized to do so, and
- identifies his or her company affiliation and title.

f. At COUNTY'S request, FRANCHISEE shall promptly provide COUNTY with complete, certified copies of any policy of insurance that FRANCHISEE must carry under this Agreement.

g. ***Claims Made/Retroactive Date.*** The policy retroactive date, which can be identified, on any insurance written on claims made basis, must precede the date of this Agreement. The effective date of each policy must not be any later than the date of this Agreement. FRANCHISEE shall maintain any claims made coverage for a period of not less than three years following expiration, termination or cancellation of this Agreement.

h. ***Text of Provisions in Blanket Policies.*** A certified copy of the provisions in each blanket policy, if any, that provides evidence satisfactory to COUNTY that the policy meets the requirements of this Agreement.

i. Without limiting its indemnification under the Agreement, FRANCHISEE assumes all obligations of the insurer providing Insurance to defend COUNTY (which might be broader than FRANCHISEE's indemnification), for the following period of time:

(1) beginning immediately upon filing any action against COUNTY that the insurer would be required to defend, until
(2) the deductible or SIR has been met and the insurer does defend COUNTY.

As soon as possible (but no longer than ten days), FRANCHISEE shall report to COUNTY when FRANCHISEE has exceeded FRANCHISEE's deductible or Self Insured Retention ("**SIR**"). Upon COUNTY request, Insurance must provide:

(1) application of insurer's defense costs to reduction of deductible or SIR; and
(2) give COUNTY right to approve a claims settlement and receive payments directly.

5. **Insurer Financial Rating.** FRANCHISEE shall secure insurance provided by an insurance company meeting the following requirements:

(1) be acceptable to COUNTY (for example, COUNTY might require that the insurer be admitted in California), and
(2) have a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

6. **Reporting: Incidents, Claims, or Suits; Claims Paid or Reserved:**

a. ***Notification of Incidents, Claims, or Suits.*** As soon as possible, (but no later than ten days after any of the following events) FRANCHISEE shall promptly report the following in writing to the Director:

(1) Any accident or incident relating to the franchise services involving injury or property damage that may result in the filing of an insurance claim against any insurance policy, its legal claim, or lawsuit against FRANCHISEE, any subcontractor and/or COUNTY;
(2) Any third-party claim or lawsuit filed against FRANCHISEE arising from or related to franchise Services;
(3) Any injury to a FRANCHISEE employee that occurs on COUNTY property, and
(4) Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money or securities entrusted to FRANCHISEE.

FRANCHISEE shall submit its report on a COUNTY "Nonemployee Injury Report" form available by request from the COUNTY.

b. ***Claims Paid or Reserved.*** FRANCHISEE shall immediately report the following in writing to the Director if total claims (both paid and reserved) against any policy of insurance (*except* with respect to Workers' Compensation) exceed more than 80 percent of the required aggregate policy limits. (In that event, FRANCHISEE must obtain additional Insurance or provide COUNTY with financial assurance satisfactory to COUNTY in order to maintain those required policy limits.)

7. **Insurance Coverage Requirements.** FRANCHISEE shall secure and maintain insurance coverage meeting the following requirements:

(1) ***General Liability Insurance*** (written on ISO policy form CG 00 01 or its equivalent - occurrence, not claims made) with limits of not less than the following:

General Annual Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

The general liability policy must provide contractual liability coverage for FRANCHISEE'S indemnification of COUNTY.

(2) ***Pollution Liability Coverage*** for pollution conditions resulting from transported cargo, with annual limits of not less than $2 million per occurrence and $4 million aggregate, covering loss (including cleanup costs) that FRANCHISEE becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs, (including but not limited to, expenses required by environmental laws or incurred by Federal, State, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for FRANCHISEE'S indemnification of COUNTY. FRANCHISEE'S general liability policy may be endorsed to provide the required pollution liability coverage. FRANCHISEE is not required to provide this insurance if it provides franchise services only in roll-off boxes.

(3) ***Automobile Liability Coverage*** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent - occurrence, not claims made) with a limit of liability not less than $2 million for each accident and endorsed to include pollution liability

(written on form CA 99 48 or its equivalent). The insurance must cover all vehicles used by FRANCHISEE pursuant to its operations and services and the terms of this Agreement. FRANCHISEES subject to federal regulations also shall maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

(4) ***Workers' Compensation and Employers' Liability*** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which FRANCHISEE is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

I.	Each accident:	$1 million
ii.	Disease - policy limit:	$1 million
iii.	Disease - each employee:	$1 million

8. **Insurance Coverage Requirements for Subcontractors.** FRANCHISEE shall ensure that all subcontractors performing franchise services under this Agreement secure and maintain the insurance coverage required in Subsections B1 through 7 of this attachment by providing evidence that either:

(1) FRANCHISEE is maintaining the required insurance covering the activities of Subcontractors, or
(2) Subcontractors are maintaining the required insurance coverage.

FRANCHISE shall provide COUNTY with any subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

C. **Compensation for County Costs.** If FRANCHISEE fails to comply with any of the Indemnification or insurance requirements of this Agreement and that failure results in any costs to COUNTY, FRANCHISEE shall pay full compensation for all County's reimbursement costs.

D. **Alternative Risk Financing Programs.** County reserves the right to review and then approve FRANCHISEE'S use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy obligations under this attachment. County and anyone named as additional insured shall be designated as an Additional Covered Party under any approved program.

ATTACHMENT NO. 4 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

A. **LABOR CODE.** FRANCHISEE and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other laws related to labor. FRANCHISEE acknowledges that eight hours labor constitutes a legal day's work under law. FRANCHISEE shall require work in excess of eight hours a day or 40 hours during any one week only as authorized by California Labor Code Section 1815. By and through its execution of this Agreement, FRANCHISEE represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Agreement and agrees to fully comply with those provisions.

B. **CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT.** Should FRANCHISEE require additional or replacement personnel after the Execution Date, FRANCHISEE shall give consideration for any of those employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet FRANCHISEE'S minimum qualifications for the open position. COUNTY shall refer GAIN/GROW participants, by job category, to FRANCHISEE. For this purpose, "consideration" means that FRANCHISEE shall interview qualified candidates.

C. **NOTICES TO EMPLOYEES.**

1. **Regarding the Federal Earned Income Credit.** FRANCHISEE shall notify its employees, and shall require each subcontractor performing Franchise Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that FRANCHISEE has attached as Franchisee Documentation.

2. **Regarding Safely Surrendered Baby Law.** FRANCHISEE acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law (SB 1368)

   a. ***Fact Sheet.*** FRANCHISEE shall notify and provide to its employees and shall require each subcontractor performing Franchise Services to notify and provide to subcontractors' employees a fact sheet regarding the Safely Surrendered Baby

Law, its implementation in the COUNTY, and where and how to safely surrender a baby. FRANCHISEE shall print and make available in every facility where its employees are present, including offices and operation yards, the fact sheet that is available at www.babysafela.org.

b. ***Poster.*** FRANCHISEE understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. FRANCHISEE shall also encourage its subcontractors to post this poster in a prominent position in the subcontractors' place of business. COUNTY'S Department of Children and Family Services shall supply FRANCHISEE with the poster to be used.

3. **Regarding Child Support.** FRANCHISEE acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. FRANCHISEE further acknowledges that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

D. PROHIBITION AGAINST USE OF CHILD LABOR.

1. **Compliance with ILO Convention Concerning Minimum Age for Employment.** FRANCHISEE shall not knowingly sell or supply to COUNTY or Customers any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age for Employment"). If FRANCHISEE discovers that any products, goods, supplies, or other personal property sold or supplied by FRANCHISEE to COUNTY or any Customer are produced in violation of that Convention, FRANCHISEE shall immediately provide an alternative source of supply that complies with that Convention.

2. **Provide COUNTY with Records.** At COUNTY'S request, FRANCHISEE shall provide documentation I the form required by COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property FRANCHISEE sells or supplies to COUNTY or any Customer in connection with Franchise Services.

3. **Provide COUNTY with Manufacturers' Certification.** At COUNTY'S request, FRANCHISEE shall provide to COUNTY the manufacturer's certification of

compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

E. NONDISCRIMINATION.

1. **Employees.** FRANCHISEE and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection of training (including apprenticeship).

2. **Subcontractors, Bidders and Vendors.** FRANCHISEE shall deal with its subcontractors, bidders, and vendors without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation.

3. **Certification.** FRANCHISEE shall comply with the provisions of FRANCHISEE'S EEO Certification (Form PW-7), attached as Franchisee Documentation.

4. **Inspection of Records.** At COUNTY'S request, FRANCHISEE shall promptly allow COUNTY and its auditor's access to FRANCHISEE'S employment records at FRANCHISEE'S Office during franchisee's office hours to verify compliance with the provisions of this Subsection.

5. **Remedies for Discrimination.** If COUNTY finds that FRANCHISEE has violated any provisions of this Subsection, that violation constitutes a Franchisee default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this Subsection have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that FRANCHISEE has violated State of California or federal antidiscrimination laws shall constitute a finding by COUNTY that FRANCHISEE has violated the antidiscrimination provisions of this Subsection.

F. SAFETY

1. **Services Safety Official.** FRANCHISEE shall designate in Franchisee Documentation a Services Safety Official who shall be thoroughly familiar with FRANCHISEE'S Injury and Illness Prevention Program (IIPP) and

Code of Safe Practices (CSP). FRANCHISEE shall ensure that the Services Safety Official is available at all times Franchise Services are provided to abate any potential safety hazards. FRANCHISEE shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If FRANCHISEE fails to designate or make available the Services Safety Official, COUNTY may direct the Franchise to cease providing Franchise Services at no cost to COUNTY until FRANCHISEE is in compliance with this Section.

2. **Safety Responsibilities.** FRANCHISEE is responsible for the safety of equipment, material, and personnel under FRANCHISEE'S control or authority during performance of Franchise Services. FRANCHISEE is solely responsible for ensuring that all work performed under this Agreement is performed in strict compliance with all laws with respect to occupational safety regulations. FRANCHISEE shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

G. **COUNTY LOBBYISTS.** FRANCHISEE and each COUNTY lobbyist or County lobbying firm as defined in County Code Section 2.160.010, retained by Franchisee shall fully comply with the County Lobbyist Ordinance. FRANCHISEE represents that no Person, including a selling agency, has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by FRANCHISEE for the purpose of securing business.

EXHIBIT A

List of Los Angeles County Unincorporated Communities

ID	NAME
1	ACTON
2	AGOURA
3	AGUA DULCE
4	ALTADENA
5	ANTELOPE ACRES
6	ARCADIA ISLANDS
8	AVOCADO HEIGHTS
9	AZUSA ISLANDS
10	BALDWIN HILLS
11	BASSETT
12	BIG PINES
13	BIG TUJUNGA
14	BOUQUET CANYON
15	CALABASAS HIGHLANDS
16	CASTAIC
17	CASTAIC JUNCTION
18	CERRITOS ISLANDS
19	CHARTER OAK
20	CITRUS
21	COVINA ISLANDS
22	DEL AIRE
23	DEL SUR
24	DEL VALLE
27	EAST PASADENA
28	EAST SAN GABRIEL
29	EL CAMINO VILLAGE
30	ELIZABETH LAKE
31	FAIRMONT
34	FOOTHILL
35	FORREST PARK
36	FRANKLIN CANYON
37	GORMAN
38	GREEN VALLEY

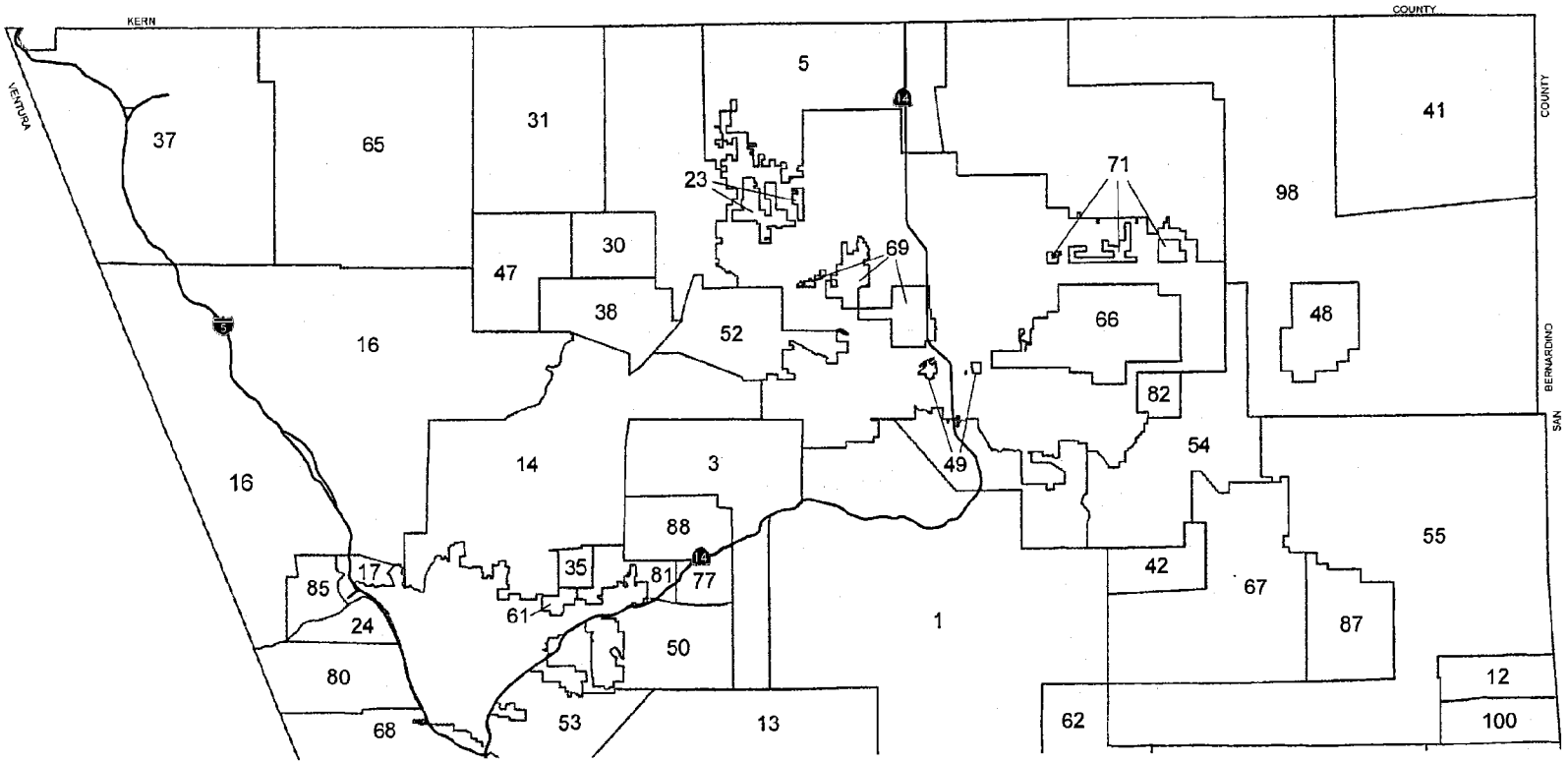
ID	NAME
39	HACIENDA HEIGHTS
40	HAWTHORNE ISLAND
41	HI VISTA
42	JUNIPER HILLS
43	KAGEL CANYON
44	LA CRESCENTA
45	LA RAMBLA
47	LAKE HUGHES
48	LAKE LOS ANGELES
49	LAKEVIEW
50	LANG
52	LEONNA VALLEY
53	LITTLE TUJUNGA
54	LITTLEROCK
55	LLANO
56	LONG BEACH ISLAND
57	LOS NIETOS
58	MALIBU VISTA
59	MARINA DEL REY
61	MINT CANYON
62	MONROVIA/DUARTE (ISLANDS)
63	MONTROSE
64	MULHOLLAND CORRIDOR CORNELL LAS VIRGENES/MALIBU CANYON MALIBU BOWL MALIBU HIGHLANDS MALIBU LAKE MALIBU/SYCAMORE CANYON MONTE NIDO TRIFUNO CANYON
65	NEENACH
66	PALMDALE AIRPORT

ID	NAME
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
77	SOLEDAD
78	SOUTH SAN GABRIEL
79	SOUTH SAN JOSE HILLS
80	STEVENSON RANCH
81	SULPHUR SPRINGS
82	SUN VILLAGE
83	TOPANGA CANYON FERNWOOD GLENVIEW SYLVIA PARK TOPANGA
84	UNIVERSAL CITY
85	VAL VERDE
86	VALINDA
87	VALYERMO
88	VASQUEZ ROCKS
89	VETERANS CENTER
92	WEST CARSON
94	WESTFIELD
95	WHITTIER ISLANDS
96	WHITTIER NARROWS
98	WILSONA GARDENS
100	WRIGHTWOOD

Garbage Disposal Districts (Excluded)

7	ATHENS (GDD)	32	FIRESTONE (GDD)	51	LENNOX (GDD)	90	VIEW PARK (GDD)	97	WILLOWBROOK (GDD)
25	EAST COMPTON (GDD)	33	FLORENCE (GDD)	60	MESA HEIGHTS (GDD)	91	WALNUT PARK (GDD)	99	WINDSOR HILLS (GDD)
26	EAST LOS ANGELES (GDD)	46	LADERA HEIGHTS (GDD)	72	ROSEWOOD (GDD)	93	WEST FOX HILLS (GDD)		

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



LEGEND

Unincorporated Community

Miles

0 3.75 7.5

PUBLIC WORKS

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Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

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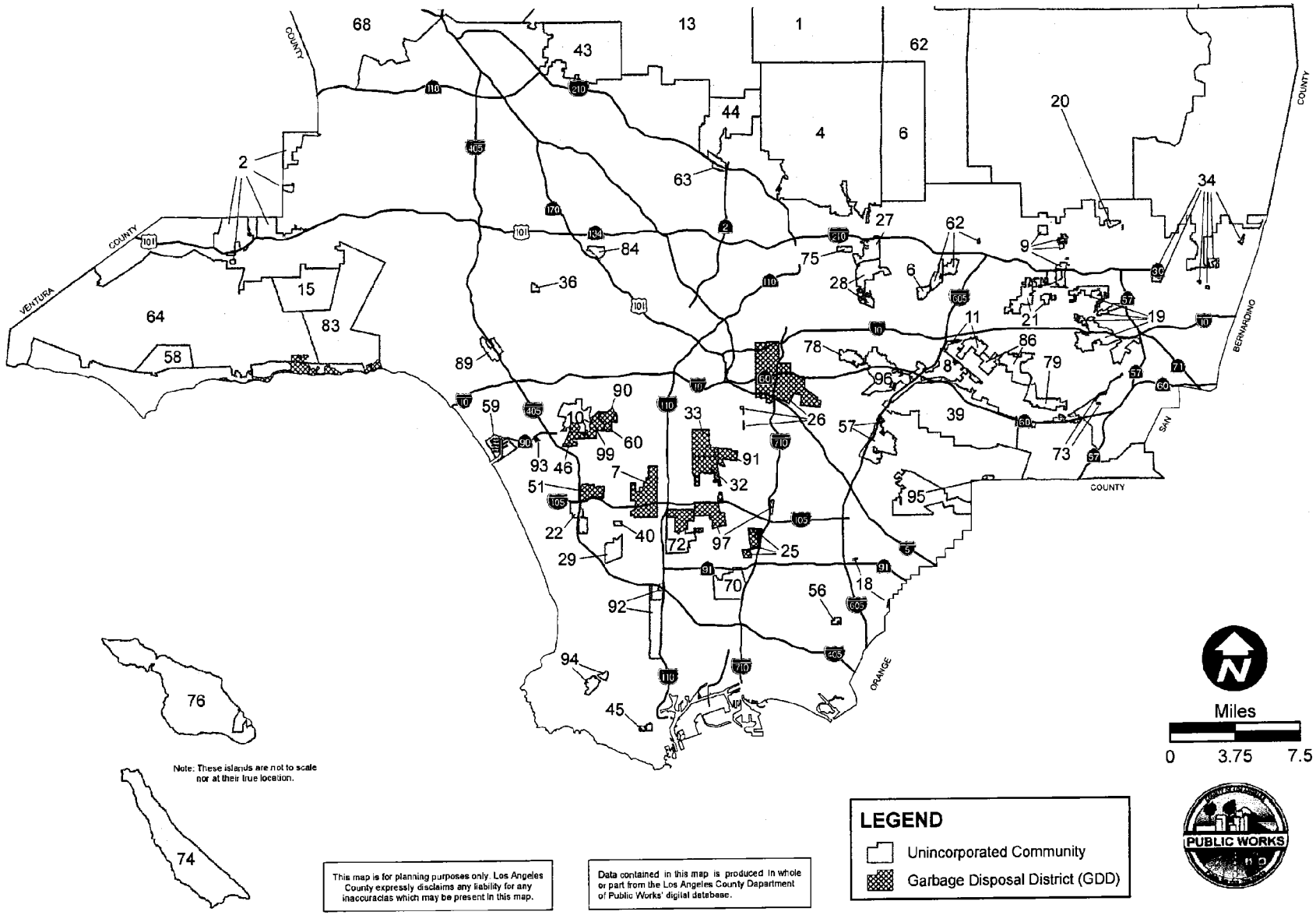
Survey/Mapping & Property Management Division, Mapping & GIS Services Section

EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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Survey/Mapping and Property Management Division, Mapping and GIS Services Section

LOS ANGELES COUNTY
UNINCORPORATED COMMUNITIES MAP

ID	NAME
1	ACTON
2	AGOURA
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22	DEL AIRE
23	DEL SUR
24	DEL VALLE
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26	EAST LOS ANGELES (GDD)
	BELVEDERE GARDENS
	CITY TERRACE
	EASTMONT
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	LAS VIRGENES/MALIBU CANYON
	MALIBU BOWL
	MALIBU HIGHLANDS
	MALIBU LAKE
	MALIBU/SYCAMORE CANYON
	MONTE NIDO
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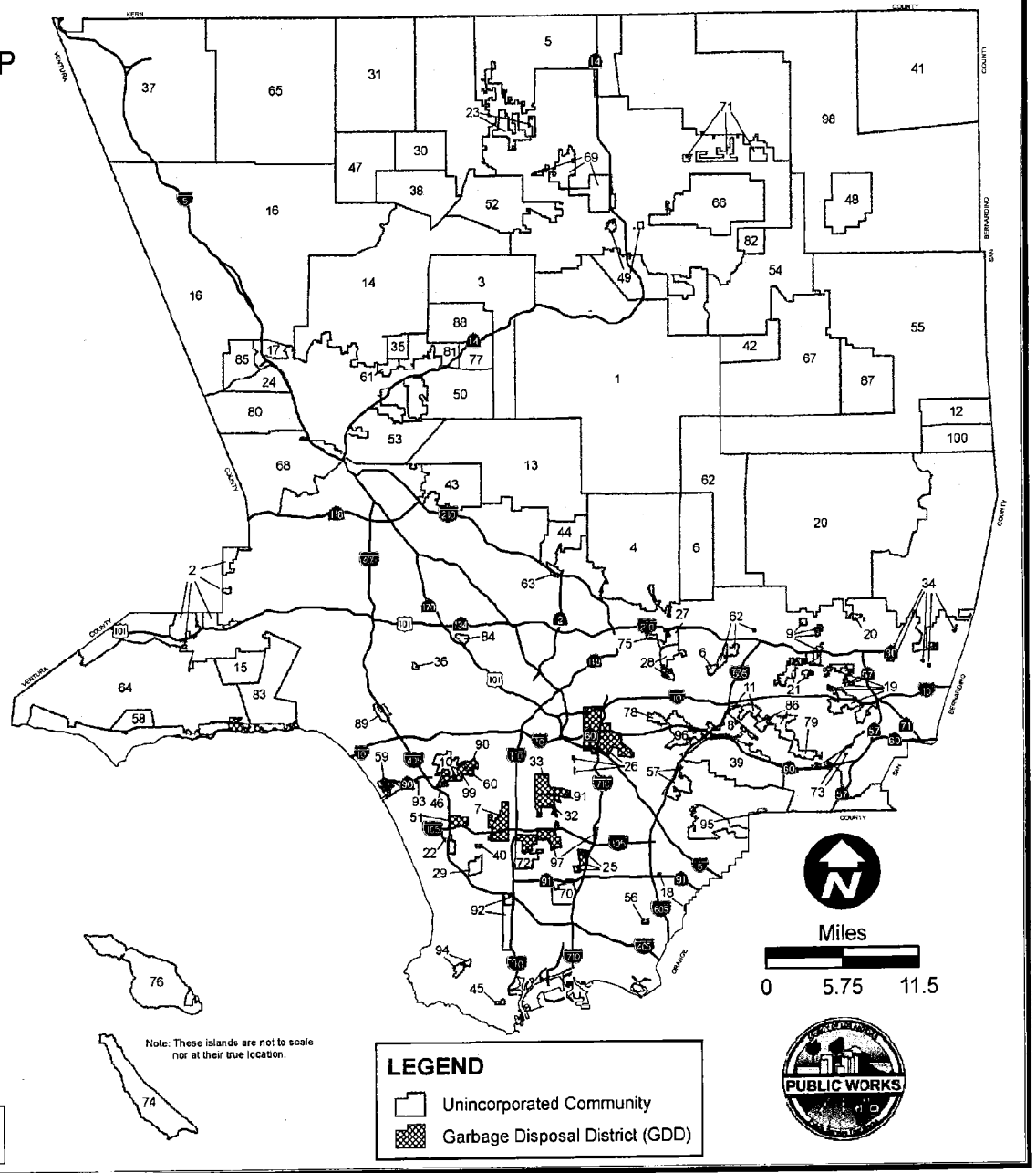

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Survey/Mapping □ Property Management Division, Mapping □ GIS Services Section

EXHIBIT C

CUSTOMER BILL OF RIGHTS

CUSTOMER BILL OF RIGHTS (which COUNTY may amend)

What We Will Collect. We will collect refuse, green waste and commingled recyclables in bins and/or carts we provide. You must place refuse, recyclable materials, and green waste in the appropriate bins and/or carts. We will not pick up materials that you discard outside of bins and/or carts unless you have made previous arrangements with us, as described below.

Additional Customer Options Regarding Recyclables: Mandatory Recycling. Commercial businesses and multifamily residences that generate 4 cubic yards or more of solid waste per week are required by California law to recycle. To comply with law, you may donate or sell any or all of your recyclables to someone else, such as recycling centers or reuse enterprises or subscribe to recycling services with us. We offer the following recycling service options without additional charge:_a one cubic yard recyclable bin or up to two 96 gallon recyclable carts. Additional or larger containers will be offered at half the rate for the same type and capacity of refuse container and same frequency of refuse collection service. In addition, we will conduct annual site visits to evaluate whether your existing levels of refuse and recycling service is appropriate, and promote and implement recycling services.

We Will Not Collect Hazardous Waste or Electrical Waste. *State law prohibits disposal of hazardous materials and certain electronics in your trash.* Hazardous waste includes: most paints, pesticides, petroleum derivatives such as motor oil and solvents, batteries, thermostats, aerosol cans, fluorescent lights, and certain mercury-containing devices. Electrical waste includes "covered electronic devices" and electrically powered equipment described below under "On-Call Pickups", which you may ask us to collect separately. If we identify these items in your trash, we will tag your bin and not collect it. For additional safe and legal disposal options, call the HAZWASTE HOTLINE at (888) CLEAN-LA or visit www.ciwmb.ca.gov/HHW/info.

When We Will Collect. We will collect your containers on your scheduled collection day(s) each week. We will notify you in advance if we make a permanent change in your scheduled collection day. If your scheduled collection day falls on or after a holiday, during a holiday week, collection will be delayed by one day (Friday customers will have their collection on Saturday). We observe the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.

Where We Will Pick Up. You must set your bin(s) at the set-out site as agreed upon unless you have roll-out service. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification. We must repair or replace, to your satisfaction, damaged property, and reimburse you for cost of personal injury, caused by our negligence or willful acts or omissions. In addition to enforcing your rights under the franchise agreement, you may institute civil suits allowed under law.

EXHIBIT C

Container Enclosure Maintenance and Litter. You are responsible for keeping your container enclosure or set out site clean and in good repair. We will clean up all litter caused during collection.

Weight Limitations of Carts or Bins. We will not pick up carts weighing more than XXX or bins weighing more than: x cubic yard bin= xxx lbs, etc. (Hauler will provide max wt based on container size)

Repair/Replacement. We will repair or replace containers within 2 weeks of your request at no charge.

Five On-Call Pickups or One Annual Cleanup Event of Bulky Items and Electronics for Residential and Multi-Family Properties: We will provide one of the following service options upon your request:

(1) 5 pickups of bulky items (limit of 5 items per pick-up) and unlimited amounts of certain electronics at your request each year at no charge. If you call us at least 24 hours in advance we will collect them on your next regularly scheduled pickup day at the regular site for placing solid waste containers but *not* in any roadway or other public right of way.

(2) One annual cleanup event with a collection of unlimited amounts of bulky items and certain electronics on the date agreed to between the customer and us, at the regular site for placing solid waste containers but *not* in any roadway or other public right of way. We will collect those materials at no charge. At least once each year we will talk with or meet in person the owner or superintendant of a multi-family residence and schedule the annual cleanup event.

Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items). Electronics includes "covered electronic devices" such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens; and electrically powered equipment such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, and calculators.

On-Call Pickups for Commercial Customers with Surcharge. We will make 5 pickups of bulky items (limit of 5 items per pick-up) and unlimited amounts of certain electronics at your request each year at specified charges. If you call us at least 24 hours in advance, we will collect them on your next regularly scheduled pickup day.

When You Must Pay. (Hauler to provide billing information) Sample Language: We bill trash collection services three-months in advance. We will mail your bill on or before the 1st day of your billing period, for example, on April 1st for the billing period of April, May and June. Your bill is due no later than the last day of the first month, for example

on April 30th. If we do not receive payment by the last day of the second month, for example, May 31st, your bill will become delinquent and an additional 10% per annum fee will be added to the balance. We may terminate your service if you do not pay your service fees by the end of the billing cycle, for example, June 30th. We will charge $25 to restart the service after a service interruption and a $25 fee on returned checks.

Customer Termination Rights And Right To Self-Haul: Within six months of your new service, we will amend any written subscription order you may have with us to grant you your customer termination rights. You may terminate service without cause at any time by giving us 90 days notice if you are not delinquent in paying us any service charges. You may also terminate service immediately in the event of certain emergencies or by giving us 14 days notice, if we fail to provide service (such as missing pickup or failing to timely repair or replace carts) or we bill you incorrectly. You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

We will refund (Hauler to provide language) Sample Language: any overcharges (including advance payments for services that you subsequently cancel) within 30 days after we receive them. We will pay you interest on overcharges (other than advance payments for subsequently canceled services) at 10 percent per annum from the date the overcharged until the date refunded.

Where You Can Contact Us. You may call us regarding service or complaints Toll Free at (insert haulers number here) between Xam and Xpm weekdays, except holidays. You may come to our office located at (insert haulers office here) mail correspondence to our office address or via e-mail at (insert haulers e-mail address) If we do not satisfactorily resolve any complaint; you may call the County at 1-800-993-5844.

We Do Not Discriminate. If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

Rights Of Privacy. We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except the County or if required by law.

Thank You For Allowing (insert haulers name here) To Serve You!

EXHIBIT D

Assembly Bill No. 341

CHAPTER 476

An act to amend Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, to add Sections 40004, 41734.5, and 41780.01 to, to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and to add and repeal Section 41780.02 of, the Public Resources Code, relating to solid waste.

[Approved by Governor October 5, 2011. Filed with Secretary of State October 6, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 341, Chesbro. Solid waste: diversion.

(1) The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, requires each city, county, and regional agency, if any, to develop a source reduction and recycling element of an integrated waste management plan containing specified components, including a source reduction component, a recycling component, and a composting component. With certain exceptions, the source reduction and recycling element of that plan is required to divert 50% of all solid waste from landfill disposal or transformation by January 1, 2000, through source reduction, recycling, and composting activities. The department is required to file an annual progress report with the Legislature by March 1 that includes specified information regarding the act.

This bill would make a legislative declaration that it is the policy goal of the state that not less than 75% of solid waste generated be source reduced, recycled, or composted by the year 2020, and would require the department, by January 1, 2014, to provide a report to the Legislature that provides strategies to achieve that policy goal and also includes other specified information and recommendations. The bill would allow the department to provide the report required by the bill in conjunction with the annual progress report, if the combined report is submitted by January 1, 2014. The bill would repeal the report requirement on January 1, 2017.

(2) Existing law requires a city, county, and city and county to incorporate the nondisposal facility element and any amendment to the element into the revised source reduction and recycling element at the time of the 5-year revision of the source reduction and recycling element. Existing law requires the department to review an amendment to a nondisposal facility element and requires a local task force to review and comment on amendments to a nondisposal facility element.

This bill would repeal those requirements. The bill would instead require a city, county, city and county, or regional agency to update all information

required to be included in the nondisposal facility element. The bill would provide that the update is not subject to approval by the department or comment and review by a local task force.

(3) Existing law requires a local agency to impose certain requirements on an operator of a large venue or event to facilitate solid waste reduction, reuse, and recycling.

This bill would require a business, defined to include a commercial or public entity, that generates more than 4 cubic yards of commercial solid waste per week or is a multifamily residential dwelling of 5 units or more to arrange for recycling services, on and after July 1, 2012.

The bill would also require a commercial waste generator to take specified actions with regard to recyclable materials.

The bill would require a jurisdiction, on and after July 1, 2012, to implement a commercial solid waste recycling program meeting specified elements but would not require the jurisdiction to revise its source reduction and recycling element if the jurisdiction adds or expands a commercial solid waste recycling program to meet this requirement. The bill would authorize a local agency to charge and collect a fee from a commercial waste generator to recover the local agency's costs incurred in complying with the commercial solid waste recycling program requirements. By requiring a jurisdiction to implement a commercial solid waste recycling program, this bill would impose a state-mandated local program.

The bill would require the department to review a jurisdiction's compliance with the above requirement as a part of the department's review of a jurisdiction's compliance with the 50% solid waste diversion requirement and would authorize the department to review a jurisdiction's compliance pursuant to a specified procedure.

(4) Existing law requires each state agency to submit an annual report to the department summarizing its progress in reducing solid waste that is due on September 1 of each year starting in 2009.

This bill would change the due date to May 1 of each year.

(5) Existing law requires an operator of a solid waste facility that wants to change the design or operation of the solid waste facility in a manner not authorized by the current permit to apply for a revised permit. Within 60 days of receipt of the application for the revised permit, the enforcement agency is required to inform the operator, and in some circumstances the department, of its determination to allow the change without revision of the permit, disallow the change, require a revision of the permit to allow the change, or require review under the California Environmental Quality Act before a decision is made.

This bill would also require the enforcement agency to give notice of its determination to allow certain changes without a revision to the permit through a modification to the permit allowed by regulations developed by the department.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares both of the following:

(1) Since the enactment of the California Integrated Waste Management Act of 1989 (Division 30 (commencing with Section 40000) of the Public Resources Code), local governments and private industries have worked jointly to create an extensive material collection and recycling infrastructure and have implemented effective programs to achieve a statewide diversion rate above 50 percent.

(2) Although the state now leads the nation in solid waste reduction and recycling, the state continues to dispose of more than 40 million tons of solid waste each year, which is more than the national average on a per capita basis. Additional efforts must be undertaken to divert more solid waste from disposal in order to conserve scarce natural resources.

(b) The Legislature further finds and declares all of the following:

(1) Approximately 64 percent of the state's solid waste disposal is from commercial sources, including commercial, industrial, construction, and demolition activities. In addition, 8 percent of the state's solid waste disposal is from multifamily residential housing that is often collected along with the commercial waste stream.

(2) The state's local governments have made significant progress in reducing the amount of solid waste disposal from single-family residential sources that make up 28 percent of the state's disposal, but have faced more challenges in reducing disposal from the commercial and multifamily sources.

(3) The disposal of recyclable materials in the commercial solid waste stream prevents materials from circulating in the state economy to produce jobs and new products. Reducing the disposal of these materials will conserve landfill capacity and contribute to a reduction in greenhouse gas emissions and climate change.

(4) The state has long been a national and international leader in environmental stewardship efforts and mandating the diversion of solid waste away from disposal. Bold environmental leadership and a new approach are needed to divert commercial solid waste away from disposal.

(5) By exercising a leadership role, the state will lead the business community toward a future in which the environment and the economy both grow stronger together by recycling materials, which creates new jobs, instead of burying resources, which exit the economy forever.

(6) By requiring commercial recycling, the state will help businesses reduce costly disposal fees and reclaim valuable resources.

SEC. 2. Section 40004 is added to the Public Resources Code, to read:

40004. (a) The Legislature finds and declares all of the following:

EXHIBIT D

(1) Solid waste diversion and disposal reduction require the availability of adequate solid waste processing and composting capacity.

(2) The existing network of public and private solid waste processing and composting facilities provides a net environmental benefit to the communities served, and represents a valuable asset and resource of this state, one that must be sustained and expanded to provide the additional solid waste processing capacity that will be required to achieve the additional solid waste diversion targets expressed in Section 41780.01 and the commercial solid waste recycling requirement expressed in Section 42649.

(3) The provisions in existing law that confer broad discretion on local agencies to determine aspects of solid waste handling that are of local concern have significantly contributed to the statewide diversion rate exceeding 50 percent, and further progress toward decreasing solid waste disposal requires that this essential element of local control be preserved.

(b) It is the intent of the Legislature to encourage the development of the additional solid waste processing and composting capacity that is needed to meet state objectives for decreasing solid waste disposal by identifying incentives for local governments to locate and approve new or expanded facilities that meet and exceed their capacity needs, and to recognize local agencies that make significant contributions to the state's overall solid waste reduction and recycling objectives through the siting of facilities for the processing and composting of materials diverted from the solid waste stream.

(c) By setting new commercial solid waste recycling requirements in Section 42649, the Legislature does not intend to limit a right afforded to local governments pursuant to Section 40059, or to modify or abrogate in any manner the rights of a local government or solid waste enterprise with regard to a solid waste handling franchise or contract.

SEC. 3. Section 41730 of the Public Resources Code is amended to read:

41730. Except as provided in Section 41750.1, each city shall prepare, adopt, and, except for a city and county, transmit to the county in which the city is located a nondisposal facility element that includes all of the information required by this chapter and that is consistent with the implementation of a city source reduction and recycling element adopted pursuant to this part. The nondisposal facility element and any updates to the element shall not be subject to the approval of the county and the majority of cities with the majority of the population in the incorporated area.

SEC. 4. Section 41731 of the Public Resources Code is amended to read:

41731. Except as provided in Section 41750.1, each county shall prepare, adopt, and, except for a city and county, transmit to the cities located in the county a nondisposal facility element that includes all of the information required by this chapter and that is consistent with the implementation of a county source reduction and recycling element adopted pursuant to this part. The nondisposal facility element and any updates to the element shall not be subject to the approval of the majority of cities with the majority of the population in the incorporated area.

SEC. 5. Section 41734 of the Public Resources Code is amended to read:

41734. (a) (1) Prior to adopting a nondisposal facility element, the city, county, or regional agency shall submit the element to the task force created pursuant to Section 40950 for review and comment.

(2) Prior to adopting a regional agency nondisposal facility element, if the jurisdiction of the regional agency extends beyond the boundaries of a single county, the regional agency shall submit the element for review and comment to each task force created pursuant to Section 40950 of each county within the jurisdiction of the regional agency.

(b) Comments by the task force shall include an assessment of the regional impacts of potential diversion facilities and shall be submitted to the city, county, or regional agency and to the department within 90 days of the date of receipt of the nondisposal facility element for review and comment.

SEC. 6. Section 41734.5 is added to the Public Resources Code, to read:

41734.5. (a) Once a nondisposal facility element has been adopted, the city, county, or regional agency shall update all information required to be included in the nondisposal facility element, including, but not limited to, new information regarding existing and new, or proposed, nondisposal facilities.

(b) Updates shall be provided to the department within 30 days of any change in information.

(c) Copies of the updated information shall also be provided to the local task force and shall be appended or otherwise added to the nondisposal facility element.

(d) The local task force shall not be required to review and comment on the updates to the nondisposal facility elements.

(e) Updates to the nondisposal facility elements are not subject to approval by the department.

SEC. 7. Section 41735 of the Public Resources Code is amended to read:

41735. (a) Notwithstanding Division 13 (commencing with Section 21000), the adoption or update of a nondisposal facility element shall not be subject to environmental review.

(b) Local agencies may impose a fee on project proponents to fund their necessary and actual costs of preparing and approving updates to nondisposal facility elements.

SEC. 8. Section 41736 of the Public Resources Code is amended to read:

41736. It is not the intent of the Legislature to require cities and counties to revise their source reduction and recycling elements to comply with the requirements of this chapter.

SEC. 9. Section 41780.01 is added to the Public Resources Code, to read:

41780.01. (a) The Legislature hereby declares that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter.

(b) Notwithstanding subdivision (a), the department shall not establish or enforce a diversion rate on a city or county that is greater than the 50 percent diversion rate established pursuant to Section 41780.

EXHIBIT D

SEC. 10. Section 41780.02 is added to the Public Resources Code, to read:

41780.02. (a) On or before January 1, 2014, the department shall submit a report to the Legislature that provides strategies to achieve the state's policy goal that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter, pursuant to Section 41780.01.

(b) The report shall also include all of the following:

(1) A review and update of the information required pursuant to subparagraph (A) of paragraph (4) of subdivision (c) of Section 40507, with emphasis on new and emerging trends in resource management.

(2) Identification of problematic waste streams and sources and recommendations on handling those waste streams.

(3) Evaluation of current programs and their effectiveness, and recommendations for changes to those programs.

(4) Recommendations for reprioritizing existing resources to best achieve the purpose of Section 41780.01.

(5) Recommendations for legislative changes, if any, that are necessary to achieve the goals of Section 41780.01.

(6) Report on regulatory changes, if any, that are necessary, to achieve the goals of Section 41780.01.

(7) Any other information or recommendations the department deems pertinent.

(c) The department may provide the report required pursuant to this section in conjunction with the report required pursuant to Section 40507 if the combined report is submitted on or before January 1, 2014.

(d) The department may hold public workshops to gather input from stakeholders.

(e) (1) Pursuant to Section 10231.5 of the Government Code, this section is repealed on January 1, 2017.

(2) The report shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 11. Section 41800 of the Public Resources Code is amended to read:

41800. (a) Except as provided in subdivision (b), within 120 days from the date of receipt of a countywide or regional integrated waste management plan that the department has determined to be complete, or any element of the plan that the department has determined to be complete, the department shall determine whether the plan or element is in compliance with Article 2 (commencing with Section 40050) of Chapter 1 of Part 1, Chapter 2 (commencing with Section 41000), and Chapter 5 (commencing with Section 41750), and, based upon that determination, the department shall approve, conditionally approve, or disapprove the plan or element.

(b) (1) Within 120 days from the date of receipt of a city, county, or regional agency nondisposal facility element that the department has determined to be complete, the department shall determine whether the element that the department has determined to be complete is in compliance

with Chapter 4.5 (commencing with Section 41730) and Article 1 (commencing with Section 41780) of Chapter 6, and, based upon that determination, the department shall approve, conditionally approve, or disapprove the element within that time period.

(2) In reviewing the element, the department shall:

(A) Not consider the estimated capacity of the facility or facilities in the element unless the department determines that this information is needed to determine whether the element meets the requirements of Article 1 (commencing with Section 41780) of Chapter 6.

(B) Recognize that individual facilities represent portions of local plans or programs that are designed to achieve the diversion requirements of Section 41780 and therefore may not arbitrarily require new or expanded diversion at proposed facilities.

(C) Not disapprove an element that includes a transfer station or other facility solely because the facility does not contribute toward the jurisdiction's efforts to comply with Section 41780.

(c) If the department does not act to approve, conditionally approve, or disapprove an element that the department has determined to be complete within 120 days, the department shall be deemed to have approved the element.

SEC. 12. Chapter 12.8 (commencing with Section 42649) is added to Part 3 of Division 30 of the Public Resources Code, to read:

CHAPTER 12.8. RECYCLING OF COMMERCIAL SOLID WASTE

42649. (a) It is the intent of the Legislature to require businesses to recycle solid waste that they generate.

(b) It is the intent of the Legislature to allow jurisdictions flexibility in developing and maintaining commercial solid waste recycling programs.

(c) It is the intent of the Legislature to reduce greenhouse gas emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.

42649.1. For purposes of this chapter, the following terms mean the following:

(a) "Business" means a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling.

(b) "Commercial solid waste" has the same meaning as defined in Section 17225.12 of Title 14 of the California Code of Regulations.

(c) "Commercial waste generator" means a business subject to subdivision (a) of Section 42649.2.

(d) "Self-hauler" means a business that hauls its own waste rather than contracting for that service.

EXHIBIT D

42649.2. (a) On and after July 1, 2012, a business that generates more than four cubic yards of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services, consistent with state or local laws or requirements, including a local ordinance or agreement, applicable to the collection, handling, or recycling of solid waste, to the extent that these services are offered and reasonably available from a local service provider.

(b) A commercial waste generator shall take at least one of the following actions:

(1) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(2) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

42649.3. (a) On and after July 1, 2012, each jurisdiction shall implement a commercial solid waste recycling program appropriate for that jurisdiction designed to divert commercial solid waste from businesses subject to Section 426492, whether or not the jurisdiction has met the requirements of Section 41780.

(b) If a jurisdiction already has a commercial solid waste recycling program as one of its diversion elements that meets the requirements of this section, it shall not be required to implement a new or expanded commercial solid waste recycling program.

(c) The commercial solid waste recycling program shall be directed at a commercial waste generator, as defined in subdivision (b) of Section 42649.1, and may include, but is not limited to, any of the following:

(1) Implementing a mandatory commercial solid waste recycling policy or ordinance.

(2) Requiring a mandatory commercial solid waste recycling program through a franchise contract or agreement.

(3) Requiring all commercial solid waste to go through either a source separated or mixed processing system that diverts material from disposal.

(d) The commercial solid waste recycling program shall include education, outreach to, and monitoring of, businesses. A jurisdiction shall notify a business if the business is not in compliance with Section 42649.2.

(e) The commercial solid waste recycling program may include enforcement provisions that are consistent with a jurisdiction's authority, including a structure for fines and penalties.

(f) The commercial solid waste recycling program may include certification requirements for self-haulers.

(g) The department shall review a jurisdiction's compliance with this section as part of the department's review required by Section 41825. Each jurisdiction shall report the progress achieved in implementing its commercial recycling program, including education, outreach, identification,

and monitoring, and if applicable, enforcement efforts, by providing updates in the annual report required by Section 41821.

(h) The department may also review whether a jurisdiction is in compliance with this section at any time that the department receives information that a jurisdiction has not implemented, or is not making a good faith effort to implement, a commercial recycling program.

(i) During its review pursuant to subdivision (g) or (h), the department shall determine whether each jurisdiction has made a good faith effort to implement its selected commercial recycling program. For purposes of this section, "good faith effort" means all reasonable and feasible efforts by a jurisdiction to implement its commercial recycling program. During its review, the department may include, but is not limited to, the following factors in its evaluation of a jurisdiction's good faith effort:

(1) The extent to which businesses have complied with Section 42649.2, including information on the amount of disposal that is being diverted from the businesses, if available, and on the number of businesses that are subscribing to service.

(2) The recovery rate of the commercial waste from the material recovery facilities that are utilized by the businesses, all information, methods, and calculations, and any additional performance data, as requested by the department from the material recovery facilities pursuant to Section 18809.4 of Title 14 of the California Code of Regulations.

(3) The extent to which the jurisdiction is conducting education and outreach to businesses.

(4) The extent to which the jurisdiction is monitoring businesses, and notifying those businesses that are out of compliance.

(5) The availability of markets for collected recyclables.

(6) Budgetary constraints.

(7) In the case of a rural jurisdiction, the effects of small geographic size, low population density, or distance to markets.

42649.4. (a) If a jurisdiction adds or expands a commercial solid waste recycling program to meet the requirements of Section 42649.3, the jurisdiction shall not be required to revise its source reduction and recycling element, or obtain the department's approval pursuant to Article 1 (commencing with Section 41800) of Chapter 7 of Part 1.

(b) If an addition or expansion of a jurisdiction's commercial solid waste recycling program is necessary, the jurisdiction shall update in its annual report required pursuant to Section 41821.

42649.5. (a) This chapter does not limit the authority of a local agency to adopt, implement, or enforce a local commercial solid waste recycling requirement that is more stringent or comprehensive than the requirements of this section or limit the authority of a local agency in a county with a population of less than 200,000 to require commercial solid waste recycling.

(b) This chapter does not modify, limit, or abrogate in any manner any of the following:

(1) A franchise granted or extended by a city, county, or other local government agency.

(2) A contract, license, or permit to collect solid waste previously granted or extended by a city, county, or other local government agency.

(3) The existing right of a business to sell or donate its recyclable materials.

42649.6. A local agency may charge and collect a fee from a commercial waste generator in order to recover the local agency's costs incurred in complying with this chapter.

42649.7. If the State Air Resources Board adopts regulations for commercial recycling prior to the effective date of the act of the 2011–12 Regular Session of the Legislature adding this section, those regulations shall be deemed to have been adopted by the department, and they shall be added to the department's regulations and deleted from the board's regulations as if it were a change without regulatory effect.

SEC. 13. Section 42926 of the Public Resources Code is amended to read:

42926. (a) In addition to the information provided to the department pursuant to Section 12167.1 of the Public Contract Code, each state agency shall submit an annual report to the department summarizing its progress in reducing solid waste as required by Section 42921. The annual report shall be due on or before May 1, 2012, and on or before May 1 in each subsequent year. The information in this report shall encompass the previous calendar year.

(b) Each state agency's annual report to the department shall, at a minimum, include all of the following:

(1) Calculations of annual disposal reduction.

(2) Information on the changes in waste generated or disposed of due to increases or decreases in employees, economics, or other factors.

(3) A summary of progress made in implementing the integrated waste management plan.

(4) The extent to which the state agency intends to utilize programs or facilities established by the local agency for the handling, diversion, and disposal of solid waste. If the state agency does not intend to utilize those established programs or facilities, the state agency shall identify sufficient disposal capacity for solid waste that is not source reduced, recycled, or composted.

(5) Other information relevant to compliance with Section 42921.

(c) The department shall use, but is not limited to the use of, the annual report in the determination of whether the agency's integrated waste management plan needs to be revised.

SEC. 14. Section 44004 of the Public Resources Code is amended to read:

44004. (a) An operator of a solid waste facility shall not make a significant change in the design or operation of the solid waste facility that is not authorized by the existing permit, unless the change is approved by the enforcement agency, the change conforms with this division and all regulations adopted pursuant to this division, and the terms and conditions of the solid waste facilities permit are revised to reflect the change.

(b) If the operator wishes to change the design or operation of the solid waste facility in a manner that is not authorized by the existing permit, the operator shall file an application for revision of the existing solid waste facilities permit with the enforcement agency. The application shall be filed at least 180 days in advance of the date when the proposed modification is to take place unless the 180-day time period is waived by the enforcement agency.

(c) The enforcement agency shall review the application to determine all of the following:

(1) Whether the change conforms with this division and all regulations adopted pursuant to this division.

(2) Whether the change requires review pursuant to Division 13 (commencing with Section 21000).

(d) Within 60 days from the date of the receipt of the application for a revised permit, the enforcement agency shall inform the operator, and if the enforcement agency is a local enforcement agency, also inform the department, of its determination to do any of the following:

(1) Allow the change without a revision to the permit.

(2) Allow the following changes without a revision to the permit through a modification to the permit allowed pursuant to regulations developed by the department:

(A) The proposed change is to allow a nondisposal facility to increase the amount of solid waste that it may handle and that increased amount is within the existing design capacity as described in the facility's transfer processing report and review pursuant to Division 13 (commencing with Section 21000).

(B) The proposed change is to allow a disposal facility to add a nondisposal activity to the facility that will increase the amount of solid waste that may be handled as described in the facility's report of facility information and review pursuant to Division 13 (commencing with Section 21000).

(3) Disallow the change because it does not conform with the requirements of this division or the regulations adopted pursuant to this division.

(4) Require a revision of the solid waste facilities permit to allow the change.

(5) Require review under Division 13 (commencing with Section 21000) before a decision is made.

(e) The operator has 30 days within which to appeal the decision of the enforcement agency to the hearing panel, as authorized pursuant to Article 2 (commencing with Section 44305) of Chapter 4. The enforcement agency shall provide notice of a hearing held pursuant to this subdivision in the same manner as notice is provided pursuant to subdivision (h).

(f) Under circumstances that present an immediate danger to the public health and safety or to the environment, as determined by the enforcement agency, the 180-day filing period may be waived.

(g) (1) A permit revision is not required for the temporary suspension of activities at a solid waste facility if the suspension meets either of the following criteria:

(A) The suspension is for the maintenance or minor modifications to a solid waste unit or to solid waste management equipment.

(B) The suspension is for temporarily ceasing the receipt of solid waste at a solid waste management facility and the owner or operator is in compliance with all other applicable terms and conditions of the solid waste facilities permit and minimum standards adopted by the department.

(2) An owner or operator of a solid waste facility who temporarily suspends operations shall remain subject to the closure and postclosure maintenance requirements of this division and to all other requirements imposed by federal law pertaining to the operation of a solid waste facility.

(3) The enforcement agency may impose any reasonable conditions relating to the maintenance of the solid waste facility, environmental monitoring, and periodic reporting during the period of temporary suspension. The department may also impose any reasonable conditions determined to be necessary to ensure compliance with applicable state standards.

(h) (1) (A) Before making its determination pursuant to subdivision (d), the enforcement agency shall submit the proposed determination to the department for comment and hold at least one public hearing on the proposed determination. The enforcement agency shall give notice of the hearing pursuant to Section 65091 of the Government Code, except that the notice shall be provided to all owners of real property within a distance other than 300 feet of the real property that is the subject of the hearing, if specified in the regulations adopted by the department pursuant to subdivision (i). The enforcement agency shall also provide notice of the hearing to the department when it submits the proposed determination to the department.

(B) The enforcement agency shall mail or deliver the notice required pursuant to subparagraph (A) at least 10 days prior to the date of the hearing to any person who has filed a written request for the notice with a person designated by the enforcement agency to receive these requests. The enforcement agency may charge a fee to the requester in an amount that is reasonably related to the costs of providing this service and the enforcement agency may require each request to be annually renewed.

(C) The enforcement agency shall consider environmental justice issues when preparing and distributing the notice to ensure that the notice is concise and understandable for limited-English-speaking populations.

(2) If the department comments pursuant to paragraph (1), the department shall specify whether the proposed determination is consistent with the regulation adopted pursuant to subdivision (i).

(i) (1) The department shall, to the extent resources are available, adopt regulations that implement subdivision (h) and define the term "significant change in the design or operation of the solid waste facility that is not authorized by the existing permit."

(2) While formulating and adopting the regulations required pursuant to paragraph (1), the department shall consider recommendations of the Working Group on Environmental Justice and the advisory group made pursuant to Sections 71113 and 71114 and the report required pursuant to Section 71115.

SEC. 15. Section 50001 of the Public Resources Code is amended to read:

50001. (a) Except as provided by subdivision (b), after a countywide or regional agency integrated waste management plan has been approved by the Department of Resources Recycling and Recovery pursuant to Division 30 (commencing with Section 40000), a person shall not establish or expand a solid waste facility, as defined in Section 40194, in the county unless the solid waste facility meets one of the following criteria:

(1) The solid waste facility is a disposal facility or a transformation facility, the location of which is identified in the countywide siting element or amendment to that element, which has been approved pursuant to Section 41721.

(2) The solid waste facility is a facility that is designed to recover for reuse or recycling at least 5 percent of the total volume of material received by the facility, and that is identified in the nondisposal facility element that has been approved pursuant to Section 41800 or is included in an update to that element.

(b) Solid waste facilities other than those specified in paragraphs (1) and (2) of subdivision (a) shall not be required to comply with the requirements of this section.

(c) The person or agency proposing to establish a solid waste facility shall prepare and submit a site identification and description of the proposed facility to the task force established pursuant to Section 40950. Within 90 days after the site identification and description is submitted to the task force, the task force shall meet and comment on the proposed solid waste facility in writing. These comments shall include, but are not limited to, the relationship between the proposed solid waste facility and the implementation schedule requirements of Section 41780 and the regional impact of the facility. The task force shall transmit these comments to the person or public agency proposing establishment of the solid waste facility, to the county, and to all cities within the county. The comments shall become part of the official record of the proposed solid waste facility.

(d) The review and comment by the local task force shall not be required for an update to a nondisposal facility element.

SEC. 16. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

O

EXHIBIT D

CalRecycle

Mandatory Commercial Recycling

Proposed Regulations

Description

New regulation covering CalRecycle's responsibilities for implementing mandatory commercial recycling (Recycling of Commercial Solid Waste) law. This rulemaking concerns recycling requirements for businesses that generate 4 cubic yards or more of commercial solid waste per week and multifamily residential dwellings with 5 or more units, requirements for local jurisdictions for education, outreach, monitoring and reporting, and CalRecycle review.

Affected Regulatory Code Sections

California Code of Regulations, Title 14, Division 7, Chapter 9.4, Article 2, commencing with Section 18836.

Status

Formal rulemaking for the proposed regulation begins October 28, 2011 with the beginning of the 45-day comment period which ends on December 12, 2011. A public hearing is scheduled for December 13, 2011, to receive comments following the initial 45-day public comment period.

Contact

You may the contact CalRecycle's Mandatory Commercial Recycling team at climatechange@calrecycle.ca.gov.

If you would like to receive an e-mail notification of developments in this rulemaking, please add your contact information to CalRecycle's Mandatory Commercial Recycling Listserv.

Planned Opportunities for Stakeholder Input

October 28, 2011: CalRecycle starts 45-day comment period for the proposed regulation, extending through December 12, 2011.

December 13, 2011 Public Hearing: CalRecycle will hold a public hearing to receive comments for the proposed regulation following the 45-day comment period .

January 2012: 15-day Public Comment Period, if needed, in response to written comments submitted to CalRecycle during the formal 45-day comment period.

February 2012 Public Meeting: The final proposed regulations will be presented at the CalRecycle public meeting.

Rulemaking Documents

Notice of Proposed Rulemaking (PDF, 324 KB), October 28, 2011. Public notice of the initial 45-day comment period.

Initial Statement of Reasons (PDF, 221 KB), October 28, 2011. A statement of the specific purpose and rationale for the program regulation.

Proposed Regulations (PDF, 246 KB), October 28, 2011. Proposed regulatory text for 45-day comment period.

Rulemaking History Prior to AB 341

Prior to the passage AB 341, CalRecycle and the ARB worked together to establish a rulemaking process for the Mandatory Commercial Recycling Measure required in the AB 32 Scoping Plan. Under a Memorandum of Understanding between the two, CalRecycle was responsible for developing, implementing, and enforcing the regulations, while ARB was responsible for adopting the regulations and providing additional enforcement if needed.

EXHIBIT D

To build the basis for the rulemaking, CalRecycle and the ARB hosted eight (8) informal workshops to solicit stakeholder feedback regarding the measure and associated draft regulations. These workshops offered an informal opportunity to talk about design and implementation issues of this measure.

While there are some distinctions between the draft regulations in this prior rulemaking effort and the commercial recycling program outlined in AB 341, the fundamental framework and principals are parallel. Therefore, CalRecycle staff has adjusted the proposed regulation for a new rulemaking, as described above to reflect the specifics of AB 341, while also carrying forward the language and details incorporated through the nearly 3-year informal stakeholder engagement process.

The following provides additional details regarding each of these workshops.

Workshop Dates

July 19, 2011, Sacramento, California

CalRecycle staff conducted a workshop seeking stakeholder input on additional staff economic analysis and changes to the proposed AB 32 Mandatory Commercial Recycling regulation since the January 19, 2011 meeting. The workshop materials and description are posted on the related CalRecycle public notice page.

January 19, 2011, Sacramento, California

At the January 19, 2011 workshop, CalRecycle and ARB staff reviewed the revised draft regulatory language (PDF, 116 KB), various related economic and environmental impact analyses, and the final draft report for the cost study on commercial recycling. Staff engaged with participants, addressing questions and collecting informal stakeholder comments related to these subjects through January 26, 2011.

September 21, 2010, Sacramento, California

In coordination with the Air Resources Board, CalRecycle focused the September 21, 2010 informal stakeholder workshop on various related analysis efforts, including the:

Cost model for economic evaluation of the proposed regulation with supplemental economic analysis

Local government cost survey

Recycling and composting GHG emission reduction factors

Environmental impacts analysis

The workshop materials are posted on the related CalRecycle public notice page. CalRecycle staff requested comments by October 8, 2010.

June 16, 2010, Sacramento, California

As part of the Materials Management and Local Assistance (MMLA) monthly public meeting agenda, CalRecycle staff engaged in an informal stakeholder workshop on the proposed AB 32 Mandatory Commercial Recycling regulation. Event information included: agenda, proposed regulations, summary of proposed regulation, background information, and presentations. CalRecycle staff requested comments by June 30, 2010.

Workshop topics included:

Introductions and general project background information.

Overview of the regulation.

Focused discussion on related issues.

Presentation of associated tools.

Next steps and timeline for formal rulemaking.

Presentations included:

Sample Mandatory Commercial Recycling Ordinance Project by Yvonne Hunter, Institute for Local Government. (Adobe PDF, 171 KB)

EXHIBIT D

Calculator to Estimate Climate, Financial, and Diversion Benefits of Zero Waste by Amity Lumper, Cascadia Consulting Group, Inc. (Adobe PDF, 940 KB)

December 15, 2009, Sacramento, California

At the December 15 CIWMB Board Meeting, CIWMB Staff presented a discussion of and request for direction on Draft Proposed Regulatory Language (Word, 106 KB) and Rulemaking Plan (Word, 74 KB).

September 15, 2009, Sacramento, California

At the September 15th CIWMB Board Meeting, CIWMB Staff presented a compilation of stakeholder input (Word, 38 KB) obtained from workshops conducted in July and August. Also presented was Staff's Draft Concepts (Word, 235 KB) for Mandatory Commercial Recycling Regulation.

July 20 and August 6, 2009, Northern and Southern California
Agenda (Adobe PDF, 358 KB) | White Paper (Adobe PDF, 948 KB)

All interested stakeholders were invited to informal stakeholder workshops on Mandatory Commercial Recycling.

Staff provided background information regarding this measure, including related legislation, support projects, and the overall timeline at two initial workshops hosted in the summer of 2009. Discussion included input on a range of issues such as thresholds, exemptions, implementation, enforcement, and costs. These are also described in the related "white paper" provided above.

In follow-up to these workshops, staff prepared and presented a summary of the informal stakeholder comment received relative to staff's draft conceptual regulatory provisions at the September 9, 2009, Strategic Policy Development Committee meeting. At this meeting, staff was directed to use these conceptual regulatory provisions as the basis for draft regulatory language to be presented and discussed at the Strategic Policy Development Committee meeting in December 2009.

Presentations

July 20, 2009
Cal EPA Headquarters Building (available via broadcast)
Sacramento, California

Sacramento County's Commercial Recycling Program by Pat Quinn (Adobe PDF, 246 KB). For more information, go to the Sacramento County Business Recycling web page.

August 6, 2009
South Coast Air Quality Management District
Diamond Bar, California

The City of Chula Vista's Commercial Recycling Ordinance by Lynn France (Adobe PDF, 1 MB). For more information, refer to the City of Chula Vista's Business Recycling Guidelines.

Mandatory Commercial Recycling Home

Last updated: October 28, 2011
Climate Change: http://www.calrecycle.ca.gov/Climate Change/
Contact: climatechange@calrecycle.ca.gov

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EXHIBIT E

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than $49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

EXHIBIT G

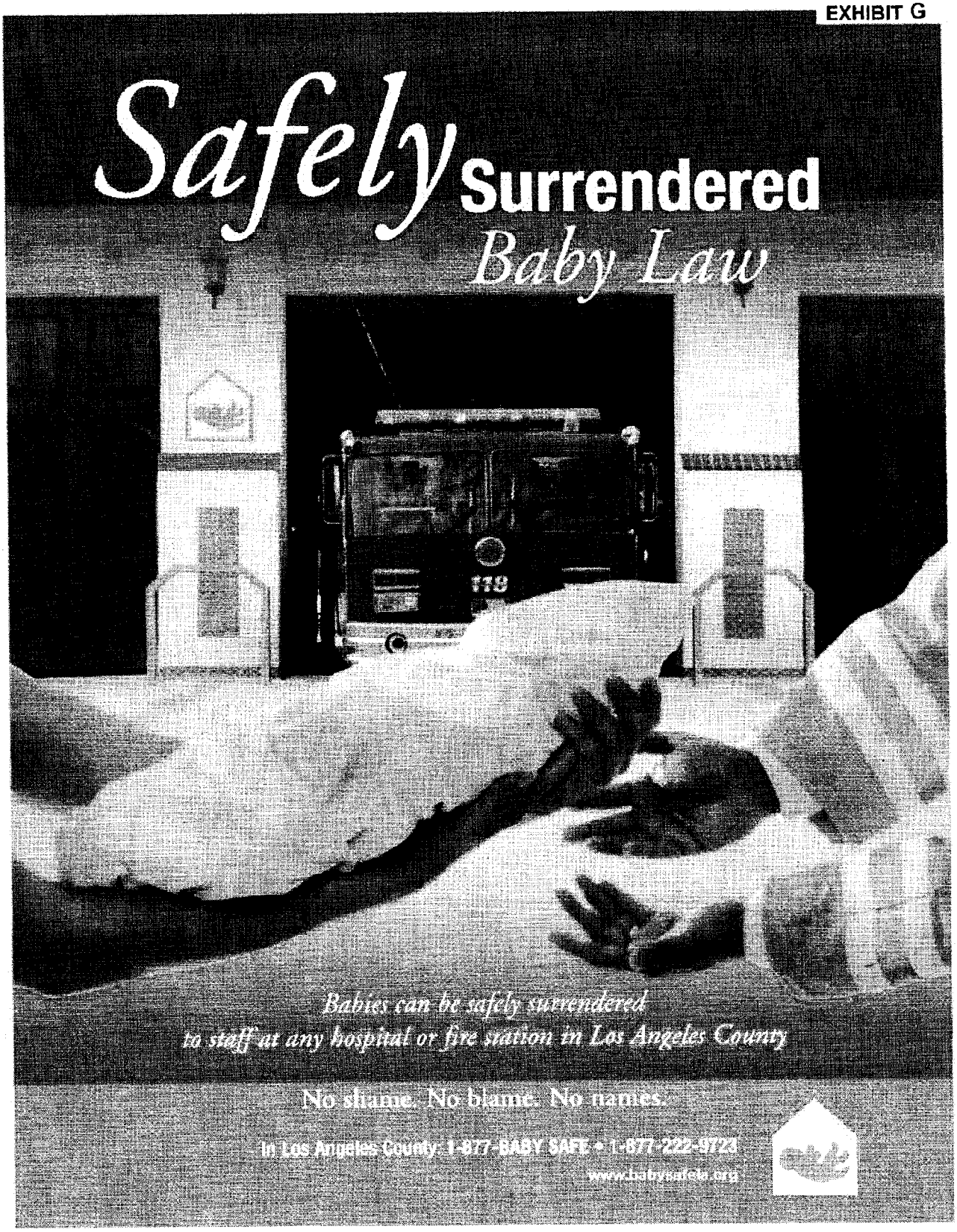

Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In Los Angeles County: 877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?
No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?
No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

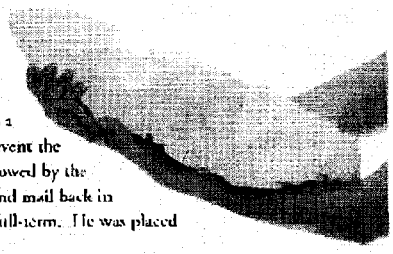
Does the parent or surrendering adult have to tell anything to the people taking the baby?
No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?
The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT G

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT G

En el Condado de Los Ángeles: 1-877-BABY SAFE (1-877-222-9723)

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al **1-800-540-4000.**

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

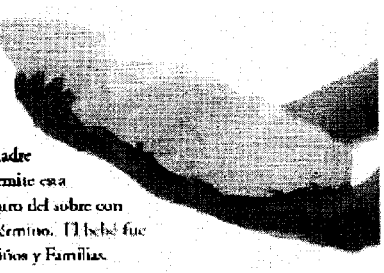
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That _____

_____

("Principal") and _____ ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of _____

_____ ($_____

_____) dollars for the payment of which sum, the Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee entitled (Title)_____

_____

(the "Franchise Agreement") for the performance of the terms, conditions, covenants and obligations and services set forth in the Franchise Agreement, including but not limited to providing Franchise services in bins or dumpsters and roll-off boxes in the unincorporated areas of Los Angeles County and payment of the applicable franchise fee; and payment of any liquidated damages assessed pursuant to the Franchise Agreement; and

WHEREAS, the Franchise Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every covenant and obligation in the Franchise Agreement at the time and in the manner specified in the Franchise Agreement during the term of this bond, and shall reimburse the Obligee for all loss and damage which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be void, otherwise it shall remain in full force and effect.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning _____ and ending _____.
2. In the event of default by the Principal in the performance of the Franchise Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to damages as described in Section 15 of the Franchise Agreement. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Obligee as soon as practicable after the amount is determined, and tender payments to the Obligee to secure substitute services, remedy damages incurred, and ensure satisfaction of all performance obligations as set forth in Section 15 of the Franchise Agreement and only for the purpose of enforcing such Franchise Agreement obligations as they pertain to this bond.
3. Except for a claim for compensatory damages as defined in Section 17, D.1 of the Franchise Agreement, no claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless it be brought or instituted and process served upon the Surety within two years after the expiration of the stated terms of this bond.
4. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute loss by the Obligee recoverable under this bond, notwithstanding any language in the Franchise Agreement to the contrary.
5. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety.
6. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
8. Other than the Surety's right to renew this bond to extend its termination date, the Surety stipulates and agrees that any change, extension of time, alteration or addition to the terms of the Contract, including alterations in the work to be done, or increase or decrease of the material to be furnished, shall not in any way release either the Principal or Surety, and Surety hereby waives notice of any such change, extension of time, alteration or addition.

9. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

Signed and sealed this _____ day of _____ , _____.

_____	_____
Principal	Surety
BY:_____(Seal)	BY: _____(Seal)
_____	_____
Name and Title	Attorney-in-fact
BY:_____	
_____	
Name and Title	

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

BY:

_____
Deputy

ENCLOSURE D

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

January 11, 2012

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS FOR NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

PLEASE TAKE NOTICE that Public Works requests Statements of Qualifications for the Non-Exclusive Commercial Franchise Services (2012-FA001). The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Jesus Castillo at (626) 458-4055, jcastill@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Effective July 1, 2012, State law requires all applicable bin (or dumpster)/roll-off customers to subscribe to recycling services. As a result, a Draft Non-Exclusive Commercial Franchise Agreement (Agreement) has been completed. The Board of Supervisors (Board) will consider adoption of the Agreement in spring 2012. Once adopted, all waste haulers operating within the unincorporated areas of the County (excluding the County's Garbage Disposal Districts and cities) must sign the Agreement in order to provide services to properties that utilize bins (or dumpsters) and roll-off boxes.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts. PROPOSERS MUST ACCESS THE RFSQ AT THE ABOVE-MENTIONED LINK AND DOWNLOAD A COPY FOR THEIR USE. A FREQUENTLY ASKED QUESTIONS (FAQ) WILL ALSO BE POSTED ON THE ABOVE-MENTIONED LINK.

Proposers' workshops will be held at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. Please contact Mr. Castillo via e-mail at jcastill@dpw.lacounty.gov, or Mr. Benjamin Sandoval via e-mail at bsandoval@dpw.lacounty.gov, to schedule an appointment. The workshops will be held on the following days and times:

- **Friday, January 20, 2012, from 9 a.m. to 3 p.m. in Conference Room A.**
- **Friday, January 27, 2012, from 9 a.m. to 3 p.m. in Conference Room A.**

The workshops will be on a first-come, first-served basis, unless an appointment was previously scheduled. All scheduled appointments will be assisted prior to any walk-ins. It is advised that Proposers come to the workshops with a completed proposal. Representatives from Public Works will review the completed proposals with the Proposers at the workshop.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to, possessing a valid and active Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of proposal submission, and must complete Forms PW-1 through PW-20 to the satisfaction of the County. Please direct your questions to Mr. Castillo at the number listed on the previous page.

This RFSQ process may take several months to process before Franchise Agreements can be fully executed by the Board and collection services can commence. Therefore, it is imperative that Proposers return all proposal materials no later than January 31, 2012, for a service commencement date of July 1, 2012, as anticipated to be authorized by the Board. Proposals will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

The conference facility complies with the Americans with Disabilities Act (ADA). With four business days notice, Public Works will make all reasonable efforts to provide information in alternate formats and other accommodations for people with disabilities. For the ADA Coordinator, please call (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

MASSOOD EFTEKHARI
Deputy Director

JC
P:\aspub\CONTRACT\Jesus\FRANCHISE-COMMERCIAL\2011\RFSQ 11-08-11\01 RFSQ NOTICE 10-21-11.doc

Enc.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: EP-2

********** IMPORTANT - PLEASE READ **********

January 11, 2012

To: Los Angeles County Permitted Waste Haulers

CURRENT COMMERCIAL OPEN-MARKET SYSTEM TO BE REPLACED WITH A NON-EXCLUSIVE COMMERCIAL FRANCHISE SYSTEM

Effective July 1, 2012, State law requires all applicable bin (or dumpsters) and roll-off customers to subscribe to recycling services and imposes new requirements on local jurisdictions. As a result, Public Works is proposing to implement a new Non-Exclusive Commercial Solid Waste Collection Franchise System within the unincorporated areas of the County of Los Angeles, excluding the Garbage Disposal Districts and cities. The Board of Supervisors will be considering adoption of a Non-Exclusive Commercial Franchise Agreement (Agreement) in Spring 2012 with an effective date of July 1, 2012.

Once adopted, permitted waste haulers who currently provide service or plan to provide service in bins or dumpsters and roll-off boxes to residential, multifamily, commercial, industrial, and institutional properties in the unincorporated areas of the County of Los Angeles **will be required** to submit all documents and forms as specified in the enclosed Request For Statement of Qualifications (RFSQ) and sign the Agreement with the County of Los Angeles. Additionally, this requirement applies to all permitted waste haulers providing roll-off and construction and demolition handling services in the unincorporated areas of the County of Los Angeles.

Background

Currently, commercial solid waste collection services in bins (or dumpsters) and roll-off boxes within the unincorporated areas of the County of Los Angeles are provided by private waste haulers through an open-market system where customers directly arrange for services with waste haulers and not with the County of Los Angeles. However, the open-market system has been unable to meet demands due to changes in State laws,

public attitudes towards protecting the environment, and customers' desire for enhanced recycling and collection services.

Pursuant to State law (Assembly Bill 341 and Assembly Bill 32) the County of Los Angeles must implement mandatory commercial recycling and waste reduction programs by July 1, 2012. In order to comply with these mandates and enhance trash collection and recycling services, Public Works is proposing to implement a new Non-Exclusive Commercial Franchise System starting July 1, 2012, for all of the unincorporated areas of the County of Los Angeles, excluding Garbage Disposal Districts and cities. The Board of Supervisors will consider adoption of the Agreement in Spring 2012 with an effective date of July 1, 2012.

Past Actions and Existing Ordinances

In June 1998, Public Works issued a five-year notice to all permitted solid waste collectors serving the unincorporated areas of the County. The letter notified the waste haulers of the County's intent to provide or authorize solid waste handling services for residential, commercial, institutional or industrial premises within the unincorporated areas of the County. The notice was issued after numerous customer service complaints, consolidations in the industry, and to better position the County in meeting the State's waste reduction mandates.

In 2001, Public Works prepared a comprehensive report evaluating various trash collection system options. The Board of Supervisors (BOS) approved the report to move forward in the direction of franchising in 2002. Between 1999 and 2004, Public Works worked with the waste industry to develop a residential model franchise agreement. To date, 21 residential franchises have been implemented.

In September 2004, the BOS adopted County Code Chapter 20.70 which authorizes the County of Los Angeles Director of Public Works to require franchises in any part of the unincorporated territory of the County that is not served by a Garbage Disposal District and, as consideration for the grant of a franchise, payment of a franchise fee in an amount as may be determined by the BOS. Also, County Code Chapter 20.70.60 states that no person other than the holder of a franchise may provide solid waste handling services within the granted franchise area, in this case, the unincorporated areas of the County of Los Angeles. A violation of this code constitutes an infraction and any person who conducts solid waste handling services in violation of this code shall be subject to civil penalty.

In May 2011, a draft model Agreement was developed in cooperation with County Counsel. In June 2011, Public Works assembled a Working Group comprised of industry stakeholders to provide feedback regarding the Agreement. Three meetings were held, with the final meeting conducted on September 29, 2011. At the conclusion of the last meeting, Working Group members expressed their appreciation to the County for our flexibility in incorporating their comments, ensuring a level playing field, and fostering competition. As a result, a final version of the Agreement was drafted for inclusion within the RFSQ package.

We cannot stress enough how important it is that you submit all of the required documents and forms as explained in the RFSQ by the required deadlines. Once the Agreement is adopted by the Board of Supervisors, Public Works will work with you to ensure the transition from the open market to the commercial franchise goes smoothly and without any service interruption. We thank you for your current service and look forward to working with you in providing quality commercial franchise services to the County of Los Angeles' unincorporated area customers.

If you have any questions, please contact Mr. Paul Alva of this office at (626) 458-3573, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

Pat Proano

PAT PROANO
Assistant Deputy Director
Environmental Programs Division

ST:dy
P:\Sec\Non-Exclusive Commercial Franchise System

Enc.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

Approved January 11, 2012
Gail Farber
Director of Public Works

By: _____
Deputy Director

REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

TABLE OF CONTENTS

PART I

SECTION 1 – – INTRODUCTION

A. Proposers' Workshops
B. Minimum Mandatory Requirements
C. Contract Analysts
D. Service Term and Areas
E. Indemnities and Performance Assurance
F. Franchise Fee
G. Child Support Compliance Program
H. County Rights and Responsibilities
I. GAIN and GROW Programs
J. Injury and Illness Prevention Program
K. Interpretation of Request for Statement of Qualifications
L. Notification to County of Pending Acquisitions/Mergers by Proposer
M. Proposal Requirements and Contract Specifications
N. Proposer's Charitable Contributions Compliance
O. Vendor Registration
P. SPARTA Program

SECTION 2 – PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements
B. Statement of Qualifications Submission

SECTION 3 – GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals
B. Altering Solicitation Document
C. County Responsibility
D. Determination of Proposer Responsibility
E. Disqualification of Proposers
F. Gratuities
G. Knowledge of Work to be Done
H. Notice to Proposers Regarding the Public Records Act
I. Notice to Proposers Regarding the County Lobbyist Ordinance
J. Opening of Proposals
K. Proposer Debarment
L. Proposer's Safety Record
M. Qualification of Proposer

N. Qualifications of Subcontractors
O. Safely Surrendered Baby Law
P. Term of Proposals
Q. Truth and Accuracy of Representations
R. Withdrawal of Proposals

SECTION 4 - EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract
B. Final Contract Award by Board
C. Evaluation of Statement of Proposals
D. Evaluation Criteria

SECTION 5 – PROTEST POLICY

A. Protest Policy Review Process
B. Grounds for Review
C. Solicitation Requirements Review
D. Place to Submit Requests for Review
E. Disqualification Review
F. Debriefing Process
G. Proposed Contractor Selection Review
H. County Review Panel Process

FORMS

PW-1 Verification of Proposal
PW-1.1 Sample Letter of Transmittal
PW-2 Franchisee's Industrial Safety Record
PW-3 Conflict of Interest Certification
PW-4 Proposer's Reference List
PW-5 Proposer's Equal Employment Opportunity Certification
PW-6 List of Subcontractors
PW-7 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form
PW-8 GAIN and GROW Employment Commitment
PW-9 Transmittal Form to Request a Proposal Requirements Review
PW-10 Charitable Contributions Certifications
PW-11.1 Proposer's List of Terminated Contracts
PW-11.2 Proposer's Pending Litigations and Judgments
PW-12 Proposer's Insurance Compliance Affirmation (attach copy of valid insurance)
PW-13 Defaulted Property Tax
PW-14 Recycling and Waste Diversion Plan
PW-15 Subscription Order
PW-16 Unpermitted Waste Screening Protocol
PW-17 Personnel Contact List
PW-18 Solid Waste Facilities

PW-19 Service Area Checklist
PW-20 Vehicle Information

ATTACHMENTS

1. County of Los Angeles Policy on Doing Business with Small Business
2. Debarred Vendors Report
3. County of Los Angeles Lobbyist Ordinance

PART II

SAMPLE NON-EXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR THE UNINCORPORATED AREAS OF THE COUNTY OF LOS ANGELES

EXHIBITS

A. List of Unincorporated County Communities

B. Map of Unincorporated County Areas

C. Customer Bill of Rights

D. Mandatory Recycling Requirements

E. Defaulted Property Tax Reduction Program

F. Internal Revenue Service Notice 1015

G. Safely Surrendered Baby Law Posters

H. Bond for Faithful Performance

PART I

REQUEST FOR STATEMENT OF QUALIFICATIONS FOR NON-EXCLUSIVE COMMERCIAL FRANCHISE

SECTION 1

SUMMARY SCOPE OF SERVICES FOR NON-EXCLUSIVE COMMERCIAL FRANCHISE

A. Proposers' Workshops

1. Proposers who wish to apply with the County may respond to this RFSQ by submitting all the forms described in the following Sections and Attachments. This RFSQ process may take up to six months for County to process before a Franchise Agreement can be executed to commence collection services.

2. Public Works will conduct several workshops where Proposers can receive assistance with completing the required RFSQ material.

3. Dates and times of the RFSQ workshops are set forth in the Notice of Request for Statement of Qualifications

4. Any changes to this RFSQ will be provided through an addendum or informational update. Proposers must visit http://dpw.lacounty.gov/asd/Contracts on a weekly basis for any changes.

B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Part II, Franchise Agreement, of this RFSQ are invited to submit a Proposal, provided they meet the following requirement(s) at the time of Proposal submission:

1. Proposers must possess a valid and active Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of Proposal submission,

2. Complete all forms (Form PW-1 through Form PW-20) to the satisfaction of the County.

The County will not execute the Franchise Agreement (also referred to as "Contract") unless above requirements are met.

C. Contract Analysts

Proposers are instructed not to contact any County personnel other than the Contract Analysts listed below regarding this RFSQ. All contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Mr. Jesus Castillo or Mr. Benjamin Sandoval
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: jcastill@dpw.lacounty.gov
Telephone: (626) 458-4055
Facsimile: (626) 458-4194

E-mail: bsandoval@dpw.lacounty.gov
Telephone: (626) 458-7334
Facsimile: (626) 458-4194

D. Service Term and Areas

The County requests statements of qualifications for Non-Exclusive Commercial Franchise services.

1. Term

The term of the Non-Exclusive Commercial Franchise service is seven years with three 1-year renewal options at the County's option, plus a month-to-month extension up to six months, not to exceed a total Contract period of ten years and six months.

2. Areas

The service areas the Non-Exclusive Commercial Franchise service will be for all of the unincorporated areas of Los Angeles County, excluding Garbage Disposal Districts.

E. Indemnities and Performance Assurance

Franchisee, (also referred to as "Contractor") must fully comply with all requirements set forth in Section 13, "Indemnification", and Section 15, "Financial Assurance" of the Franchise Agreement and must provide performance assurance in the form of a performance bond, substantially similar to the attached Exhibit H, "Sample Bond for Faithful Performance", or other financial assurance acceptable to County in its sole discretion (Franchise Agreement,

Section 15A), including an irrevocable letter of credit, certificate of deposit, certified check, or cash in the initial amount of $25,000. Franchisee must procure insurance as required under Section 14 of the Franchise Agreement, including providing pollution endorsement to automobile liability coverage and pollution liability coverage for pollution conditions caused by transported cargo (Section A7, Attachment No. 3 of the Franchise Agreement). County will not execute a Franchise Agreement without evidence of insurance and Financial Assurance.

F. Franchise Fee

Franchisee must pay a franchise fee as determined by the Board of Supervisors on its gross receipts (excluding recyclable material revenues). Franchise fee is a Contractual obligation of the franchisee as consideration for this franchise and one of its costs of doing business. It is not an obligation of the customers.

G. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any Contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Contract or initiation of debarment proceedings against the noncompliant Contractor (County Code, Chapter 2.202).

H. County Rights and Responsibilities

The County has the right to amend this RFSQ by written addendum prior to the Proposal submission. The County is responsible only for that which is expressly stated in this RFSQ document and any authorized written addenda. Addenda's shall be made available at http://dpw.lacounty.gov/asd/Contracts. Should an addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

I. GAIN and GROW Programs

As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to

Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award. Proposers shall certify compliance on Form PW-8, GAIN and GROW Employment Commitment.

J. Injury and Illness Prevention Program

The Proposer will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203, of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

K. Interpretation of Request for Statement of Qualifications

The definitions and other rules of interpretation set forth in Part II, Franchise Agreement, also apply to interpretation of this RFSQ.

L. Notification to County of Pending Acquisitions/Mergers by Proposer

The Proposer shall notify the County of any pending acquisitions/mergers of the Proposer or any guarantor. This information shall be provided by the Proposer on Form PW-1, Verification of Proposer. Failure of the Proposer to provide this information may eliminate its Proposal from any further consideration.

M. Proposal Requirements and Contract Specifications

1. Persons who wish to Contract with the County may respond to this RFSQ by submitting a Proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

2. Requirements for Proposers are explained in Part I of this RFSQ.

3. The Agreement specifications are fully described in Part II, Franchise Agreement.

4. Dates and times of the RFSQ workshops and recommended submission date of Proposals are set forth in the Notice of Request for Statement of Qualifications.

N. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit

corporations, unincorporated associations, trustee entities, and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective Franchisees must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-10. A completed Form PW-10 is a required part of any agreement with the County.

In Form PW-10, prospective Franchisees certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County Contract; or

2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective Franchisees that do not complete Form PW-10 as part of the Proposal process may, in the County's sole discretion be disqualified for Contract award. A County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Contract termination or debarment proceedings or both (County Code, Chapter 2.202).

O. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the Contract award process. Registration can be accomplished online via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self Registration." Being registered will assist the Proposers in receiving notifications of the release of County solicitations that may be of interest to the Proposer.

P. SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan, and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be presented in the sequence, with the content, and tabbed in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposals as nonresponsive:

1. Title page

   The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Comprehensive Table of Contents (optional)

   A comprehensive table of contents shall list all material included in the Proposal.

3. Letter of Transmittal (see attached sample Form PW-1.1)

   A person legally authorized to enter into Contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

   a. Corporations

      Proposers must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent Statement, which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

   b. Limited Liability Companies

      Proposers must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent Statement,

which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Permits

Proposers must possess a valid and active Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of Proposal submission.

6. Insurance

Submit copy of valid and active Insurance certificate and/or submit a completed and signed Form PW-12, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in the Franchise Agreement, Section 14, of this RFSQ if awarded the Contract. In Form PW-12, Proposer affirms that the Proposer will procure, maintain, and provide the County with proof of insurance/bond coverage as specified by this RFSQ throughout the entire term of the proposed agreement, without interruption or break in coverage. Franchise Agreement will not be executed without a valid and active insurance and financial assurance as required in Franchise Agreement, Sections 14 and 15.

7. Proposer's Forms List

Complete and submit the following forms, which are included in the Proposal package:

PW-1	Verification of Proposal;
PW-2	Proposer 's Industrial Safety Record;
PW-3	Conflict of Interest Certification;
PW-4	Proposer's Reference List;
PW-5	Proposer's Equal Employment Opportunity Certification;
PW-6	List of Subcontractors;
PW-7	Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;
PW-8	GAIN and GROW Employment Commitment;
PW-9	Transmittal Form to Request a Proposal Requirements Review. If requesting a review, please submit form as early as possible – but no later than ten business days of issuance of this RFSQ to the listed Contract Analysts;

PW-10 Charitable Contributions Certifications;

PW-11.1 Proposer's List of Terminated Contracts;

PW-11.2 Proposers Pending Litigations and Judgments; and

PW-12 Proposer's Insurance Compliance Affirmation (attach copy of valid insurance); and

PW-13 Defaulted Property Tax

PW-14 Recycling and Waste Diversion Plan

PW-15 Subscription Order

PW-16 Unpermitted Waste Screening Protocol

PW-17 Personnel Contact List

PW-18 Solid Waste Facilities

PW-19 Service Area Checklist

PW-20 Vehicle Information

County will not execute an agreement unless all the forms above are fully and accurately completed.

8. Subcontractors' Forms List

The County seeks diverse, broad-based participation in its Contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFSQ that are applicable to franchisees in general. If Subcontractors are to be employed, Proposer must complete and submit the following forms for each Subcontractor contemplated:

PW-2 Proposer's Industrial Safety Record;

PW-3 Conflict of Interest Certification;

PW-5 Proposer's Equal Employment Opportunity Certification;

PW-7 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form;

PW-8 GAIN and GROW Employment Commitment Form; and

PW-10 Charitable Contributions Certifications

B. Statement of Qualifications Submission

1. Proposals shall be submitted with **two complete sets** (one original and one copy) of the Proposal and any related information. Proposals received after the date and time specified in the Notice of Request for Statement of Qualifications may be subject to delayed processing.

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFSQ. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.

3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.

4. Proposals not delivered in strict compliance with this RFSQ shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR STATEMENT OF QUALIFICATIONS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all Proposals that, in the judgment of the Board or Director, are not in the best interests of the County/Public Works/Special Districts. In the event of any such rejection, the County will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No Proposal will be considered unless the Proposer submits a Proposal for all requested items.

B. Altering Solicitation Document

The wording of the Solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. County Responsibility

The County will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed Contract unless such understanding or representation is included in the proposed Contract.

D. Determination of Proposers Responsibility

1. A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible Contractors.

2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any Contracts, including, but not limited to, County Contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations, which are the fault of Subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County may declare a Proposer to be nonresponsible for purposes of the proposed Contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission, which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice, which negatively reflects on same; (3) committed an act or omission, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

4. If there is evidence that the Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.

5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.

6. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.

E. Disqualification of Proposers

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one Proposal for the work contemplated may cause the rejection of all Proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their Proposals or future Proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. An Proposer shall not offer or give, either directly or through an

intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed Contract.

2. A Proposer shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.

3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a Proposal, Proposer shall be held to have carefully read this RFSQ, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a Contract, no claim will be made against the County based on this RFSQ, including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements including Part II, Franchise Agreement, both in general and in detail, any drawings attached and any additional communications sent and makes their Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written Contract with the County for the performance of the proposed work.

H. Notice to Proposers Regarding the Public Records Act

1. All responses to this RFSQ shall become the exclusive property of the County. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's Proposal and corresponding Public Works evaluation documents, Public Works completes Contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated Contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Review Panel, the County Review Panel convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, Proposals submitted in response to this solicitation

and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each Proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."

2. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of Proposal submission will be accepted. The Proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret", "Confidential," or "Proprietary" after the submission deadline of the Proposals.

3. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a Proposal marked "Trade Secret," "Confidential," or "Proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code, Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County permit, license, franchise, or Contract must certify compliance with the ordinance. As part of this RFSQ process, it will be the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFSQ. Each person, corporation, or other entity submitting a response to this RFSQ, must certify that each County Lobbyist, as defined by Los Angeles County Code, Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code, Chapter 2.160. See Attachment 2 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County may terminate any or all of the Proposer's existing Contracts with County, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission, which negatively reflects on the Proposer's quality, fitness, or capacity to perform a Contract with the County or any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice, which negatively reflects on same; (3) committed an act or offense, which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

2. If there is evidence that the Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.

7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8. These terms shall also apply to proposed Subcontractors of Proposer on County Contracts.

9. Attachment 2 is a listing of Contractors currently debarred.

L. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Form PW-2, Franchisee's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

M. Qualification of Proposer

No award will be made to any Proposer who cannot, as set forth in Form PW 12, provide insurance coverage and Financial Assurance Bond specified in the Franchise Agreement. Furthermore, failure to complete all the Forms, PW-1 through PW-20, to the satisfaction of the County may be cause for rejection of the Proposal as nonresponsive. As set forth in this Section 3, it is County's policy to conduct business only with responsible proposers. County reserves the right to

utilize the information on any of the Forms to conduct inquiries and further determine the responsibility of a Proposer. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Subcontractors

Proposers shall list all Subcontractors to be used on the List of Subcontractors (Form PW-6). The use of Subcontractors shall be subject to Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

O. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part II, Franchise Agreement, Attachment 4, Labor-Related Provisions Required in County Contracts, of this RFSQ document and is also available on the Internet at www.babysafela.org for printing purposes.

P. Term of Proposals

All Proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of Proposals.

Q. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a Proposal will be sufficient cause for the rejection of the Proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

R. Withdrawal of Proposals

Proposers may withdraw their Proposal anytime before the date and hour set for submission set forth in the Notice of Request for Statement of Qualifications upon presentation of a written request to the Director signed by an authorized representative of the Proposer or by the person filing the Proposal.

SECTION 4

EVALUATION OF PROPOSAL AND EXECUTION OF CONTRACT

A. Award of Contract

The County reserves the right to award Contracts to all qualified Proposers. The awardee(s) shall sign and return the agreement within 14 calendar days of its mailing to the awardee for signature by Public Works. The awardee(s) shall submit copies of its proof of insurance coverage and performance bond within 14 days after Board approval of the proposed Contract or at least 14 days prior to the proposed Contract's start date, whichever occurs last. Public Works will not execute the proposed Contract until proof of valid insurance coverage and performance bond is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a Proposal, the terms of any resultant agreement, and to determine, which Proposal best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a Contract.

C. Evaluation of Statement of Proposals

1. All responses to this RFSQ become the property of the County. Upon evaluation of Proposals, in accordance with the evaluation criteria set forth below

2. The County may require additional evidence it deems necessary relative to the Proposer's financial stability.

3. The County may make on-site inspections of Proposer's current jobs.

4. The County, in its sole discretions, may elect to waive any informality or errors in the form of a Proposal or any other disparity, if as a whole; the Proposal substantially complies with the RFSQ's requirements.

D. Evaluation Criteria

Proposals will be evaluated on a pass/fail basis. Proposals not meeting all of the following requirements will be rejected as nonresponsive:

1. Proposer has submitted a valid and active Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of Proposal submission.

2. Proposer and Subcontractors, if any, have completed and signed all forms (PW-1 through PW-20) to the satisfaction of the County.

3. Proposer will agree to comply with the insurance coverage provisions set forth in the Franchise Agreement, Section 14, Attachment 3, and financial assurance as set forth in Section 15, of this RFSQ, as evidenced by submitting a completed and signed Form PW-12.

4. Proposal was time stamped by the Cashier prior to the submission of Proposal. Proposals time stamped after January 31, 2012 will continue to be processed for Contract awards, but there is a high likelihood that a Franchise Agreement may not be executed by July 1, 2012, therefore the proposers may not be able to commence services until such time a Franchise Agreement can be executed. This solicitation will remain open continuously at the discretion of the County.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in Paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in Sections below. Additionally, any Proposer may obtain copies of Proposals and Public Works evaluation documents as provided in Part I, Section 3, Paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.

2. Throughout the review process, the County has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest), are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this Paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document;

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a Proposal;

3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and

4. The request for a Solicitation Requirements Review asserts either that:

   a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,

   b. Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/Proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/Proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/Proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.

2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

   a. The person or entity requesting a Disqualification Review is a Proposer;

   b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

   c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/Proposal nonresponsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where Proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified timeframe.

2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.

3. During or following the Debriefing, Public Works will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in Paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and timeframe as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and timeframe in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works);

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

   a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:

      i. Failure to correctly apply the standards for reviewing the Proposal format requirements.

      ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the Proposals as specified in the solicitation document.

      iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

   b. Public Works made identifiable mathematical or other errors in evaluating bids/Proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended Contractor.

   c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

   d. Another basis for review as provided by State or Federal law; and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored Proposal, as the case may be.

   Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a review by a County Review Panel, Paragraph H, below.

H. <u>County Review Panel</u>

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for review by a County Review Panel in the manner and timeframe specified by

Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for review by a County Review Panel may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

   a. The person or entity requesting review by a County Review Panel is a Proposer;

   b. The request for a review by a County Review Panel is submitted timely (i.e., by the date and time specified by Public Works); and

   c. The person or entity requesting review by a County Review Panel has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are on of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph G above.

3. Upon completion of the County Review Panel's review, the Panel will forward its report to Public Works, which will provide a copy to the Proposer.

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TABLE OF FORMS

PW-1	VERIFICATION OF PROPOSAL
PW-1.1	SAMPLE LETTER OF TRANSMITTAL
PW-2	PROPOSER'S INDUSTRIAL SAFETY RECORD
PW-3	CONFLICT OF INTEREST CERTIFICATION
PW-4	PROPOSER'S REFERENCE LIST
PW-5	PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
PW-6	LIST OF SUBCONTRACTORS
PW-7	REQUEST FOR LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
PW-8	GAIN AND GROW EMPLOYMENT COMMITMENT
PW-9	TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW (Submit only if requesting a review.)
PW-10	CHARITABLE CONTRIBUTIONS CERTIFICATION
PW-11.1	PROPOSERSLIST OF TERMINATED CONTRACTS
PW-11.2	PROPOSER'S PENDING LITIGATIONS AND JUDGEMENTS
PW-12	PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
PW-13	CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
PW-14	RECYCLING AND WASTE DEVERSION PLAN
PW-15	SUBSCRIPTION ORDER
PW-16	UNPERMITTED WASTE SCREENING PROTOCOL
PW-17	PERSONNEL CONTACT LIST
PW-18	SOLID WASTE FACILITIES
PW-19	SERVICE AREA CHECKLIST
PW-20	VEHICLE INFORMATION

ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: , 2012	THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:

1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.

2. NAME OF SERVICE:

DECLARANT INFORMATION

3. NAME OF DECLARANT:

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S).

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS:

PROPOSER INFORMATION

6. Proposer's full legal name:			Telephone No.:
Address:			Fax No.:
e-mail:	County WebVen No.:	IRS No.:	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any):			
County(s) of Registration:		State:	Year(s) became DBA:

8. The Proposer's form of business entity is (CHECK ONLY ONE):

☐ Sole proprietor	Name of Proprietor:	
☐ A corporation:	Corporation's principal place of business:	
	State of incorporation:	Year incorporated:
☐ Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts	President/CEO:	
	Secretary:	
☐ A general partnership:	Names of partners:	
☐ A limited partnership:	Name of general partner:	
☐ A joint venture of:	Names of joint venturers:	
☐ A limited liability company:	Name of managing member:	

9. The only persons or firms interested in this proposal as principals are the following:

Name(s)	Title	Phone	Fax
Street	City	State	Zip
Name(s)	Title	Phone	Fax
Street	City	State	Zip

10. Is your firm wholly or majority owned by, or a subsidiary of another firm? ☐ No ☐ Yes
If yes, name of parent firm: _____
State of incorporation/registration of parent firm: _____

11. Has your firm done business under any other name(s) within the last five years? ☐ No ☐ Yes If yes, please list the other name(s):
Name(s): _____ Year of name change: _____.
Name(s): _____ Year of name change: _____.

12. Is your firm involved in any pending acquisition or merger? ☐ No ☐ Yes
If yes, indicate the associated company's name: _____

13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.

14. CHECK ONE:	☐ (a) I am making these representations and all representation contained in this proposal on my personal knowledge; **OR** ☐ (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.

I declare under penalty of perjury under the laws of California that the above information is true and correct.

Signature of Proposer or Authorized Agent:	Date:
Type name and title:	

III. Sample Transmittal Letter

[Your Company's Letter Head]

[Your Name]
[Street Address]
[City, ST ZIP Code]
June 8, 2011

[Recipient Name]
[Title]
[Company Name]
[Street Address]
[City, ST ZIP Code]

Re: **[Title of the Request for Proposals]**

Dear**[Recipient Name]**:

[Your Company's Name] is pleased to submit the enclosed proposal to the Los Angeles County Department of Public Works for **[Title of the Request for Proposals].**

Body
[This section should include a brief statement of your firms' understanding of the work to be accomplished]

The following is (are) the individual(s) authorized to make representations in regards to this proposal.

[Name of firms' legal representative]
[Street Address]
[City, ST Zip Code]

Closing Remarks

We appreciate the opportunity to provide services to the County, we look forward to your review and comments; we can be reached at **[Phone No. and or e-mail address]**

Sincerely,

[Your Name] (Only a person legally authorized to enter into contracts shall sign this letter)
[Title]

FORM PW-2

PROPOSER'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____

SERVICE BY PROPOSER _____

PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

	2006	2007	2008	2009	2010	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.*							
4. Number of lost workday cases.							
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.							
6. Number of lost workdays.							

*Any listing of fatalities must be accompanied by a letter detailing the event.

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

_____ _____ _____

Name of Proposer or Authorized Agent (print) Signature Date

FORM PW-3

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☐ President, Secretary, or other proper title) _____

of _____
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

> **Contracts Prohibited.** A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.
>
> 1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
>
> 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
>
> 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
>
> (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
>
> (b) Participated in any way in developing the contract of its service specifications; and
>
> 4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____ Date _____

FORM PW-4

PROPOSER'S REFERENCE LIST

PROPOSER NAME: _____

PROPOSED CONTRACT FOR: _____

Provide a comprehensive reference list of all municipal collection contracts for the past five years in Southern California (south of Santa Barbara), including all contracts and agreements with the County. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

FORM PW-5

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name
Address
Internal Revenue Service Employer Identification Number

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	❑ YES ❑ NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	❑ YES ❑ NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	❑ YES ❑ NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	❑ YES ❑ NO

Authorized representative	
Signature	Date

FORM PW-6

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

Name Under Which Subcontractor Is Licensed	License Number	Address	Specific Description of Subcontract Service

FORM PW-7

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:
My County (WebVen) Vendor Number:

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.
☐ Attached is a copy of Local SBE certification issued by the County.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	☐ Sole Proprietorship	☐ Partnership	☐ Corporation	☐ Nonprofit	☐ Franchise
☐ Other (Please Specify):					
Total Number of Employees (including owners):					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					

Race/Ethnic Composition	**Owners/Partners/ Associate Partners**		**Managers**		**Staff**	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	**Hispanic/ Latino**	**Asian or Pacific Islander**	**American Indian**	**Filipino**	**White**
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	**Minority**	**Women**	**Disadvantaged**	**Disabled Veteran**	**Expiration Date**

V. **DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.**

Authorized Signature:	**Title:**	**Date:**

FORM PW-8

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature	Title
Firm Name	Date

FORM PW-9

TRANSMITTAL FORM TO REQUEST AN RFSQ SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

Date Response sent to Proposer:_____

FORM PW-10

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision or Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	( )	( )
OR		
Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	( )	( )

Signature

Date

Name and Title (please type or print)

FORM PW-11.1

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

☐ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	TERMINATING DATE:
NAME OF TERMINATING FIRM	
ADDRESS OF FIRM	
CONTACT PERSON:	
TELEPHONE:	
FAX:	
E-MAIL:	

SIGNATURE _____ **DATE:** _____

FORM PW-11.2

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

_____

_____

_____

_____

_____

Signature of Proposer: _____ **Date:** _____

FORM PW-12

NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)
PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION

ATTACH A COPY OF AN INSURANCE CERTIFICATE STATING GENERAL INDEMNITY AND INSURANCE INCLUDING POLLUTION ENDORSEMENT TO AUTOMOBILE LIABILITY COVERAGE AND POLLUTION LIABILITY COVERAGE FOR POLLUTION CONDITIONS RESULTING FROM TRANSPORTED CARGO

_____

Proposer's Name

_____

Address

☐ **If awarded the contract: Proposer <u>will</u> comply with the insurance coverage provisions set forth in Franchise Agreement, Section 14, Attachment 3, Indemnification and Insurance Requirements and Financial Assurance as set forth in Section 15 of this Request for Statement of Qualifications, and Proposer <u>will</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types and Financial Assurance Bond specified in Franchise Agreement, Section 14, Attachment 3, and Section 15 throughout the entire term of the proposed contract, without interruption or break in coverage.**

☐ **If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer <u>will not</u> comply with the insurance coverage provisions set forth in Franchise Agreement, Section 14, Attachment 3, Indemnification and Insurance Requirements and Financial Assurance Bond as set forth in Section 15 of this Request for Statement of Qualifications, and Proposer <u>will not</u> procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types and Financial Assurance Bond specified in Franchise Agreement, Section 14, Attachment 3, and Section 15 throughout the entire term of the proposed contract, without interruption or break in coverage. <u>If you check this box, your proposal will be immediately disqualified as nonresponsive.</u>**

Print Name:	Title:
Signature:	Date:

FORM PW-13

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

The Proposer certifies that:

☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

_____

_____

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

FORM PW-14

RECYCLING AND WASTE DIVERSION PLAN

One of the primary reasons the County is entering into the non-exclusive commercial franchise agreements is to increase commercial and multi-family recycling and to assist the county in its efforts to comply with the State's recycling mandates. The success of your Recycling and Diversion Plan is key to achieving that goal. **Proposers must have a County Approved Recycling and Waste Diversion Plan to be considered responsive. An incomplete or unapproved Recycling and Waste Diversion Plan may be cause for disqualification of proposal.**

Attach additional sheets if necessary.

General Company Information

Company Name: _____

Contact Person Representing Company: _____

Title: _____ Phone Number: _____

E-mail Address: _____

Type of collection services that will be provided (check all that apply):

☐ Commercial waste collection
☐ Industrial waste collection
☐ Multi-family waste collection
☐ Construction and Demolition waste collection
☐ Roll-off Services
☐ Other waste collection (please specify): _____

Program Details

1. Do you plan on transporting your commercial solid waste from Los Angeles County unincorporated areas (CUA) to a Materials Recovery Facility (MRF) and/or transfer/processing facility?

   Yes ☐ No ☐ if yes, how much of your CUA waste will you transport to a MRF? Percentage _____%

   Please provide name(s) of Material Recovery Facility and recovery rate(s).

   A) _____ MRF Recovery Rate _____%

   B) _____ MRF Recovery Rate _____%

2. Do you currently provide separate collection services for the following? (check all that apply)

   ☐ Recyclable materials ☐ Green Waste ☐ Manure ☐ Food Waste
   ☐ Bulky Items ☐ Universal Waste ☐ Electronic Waste ☐ Other:_____

3. Please complete the form below and provide details on all the recycling efforts, programs and procedures you plan to implement (check all that apply). Attach additional sheets if necessary. If you provide **ROLL-OFF SERVICE** exclusively, please complete items D and E only in this section.

A: Site Visit and Audit

You must visit all customers, evaluate whether their existing levels of refuse and recycling service is appropriate, and promote and implement recycling services whether or not customers are subject to mandatory commercial recycling requirements under state law. (See ATTACHMENT #1 to the commercial franchise: C. SOLID WASTE AUDITS)

The following people will conduct site visits:

☐ existing staff within our company (recycling coordinator)

☐ a subcontractor

☐ other:_____

You will schedule site visits in the following manner:

☐ telephone

☐ direct mail

☐ in person

☐ other:_____

☐ Other information you would like to add: _____

B: Types of recycling containers and sizes offered

☐ One cubic yard bin	☐ Four cubic yard bin	☐ 32/35 gallon recycling cart
☐ One and a half cubic yard bin	☐ Five cubic yard bin	☐ 64/65 gallon recycling cart
☐ Two cubic yard bin	☐ Six cubic yard bin	☐ 94/95 gallon recycling cart
☐ Three cubic yard bin	☐ Seven or more cubic yard bin	☐ Other: _____

☐ Food waste container (Indicate types and sizes offered):_____

☐ Manure container (Indicate types and sizes offered): _____

C: Recycling container contamination procedure

What percentage of contamination will prompt your follow-up action?

☐ 1-9%	☐ 20-29%	☐ 40-49%
☐ 10-19%	☐ 30-39%	☐ 50% or more

Contamination observed – First occurrence

☐ container collected with no follow-up action

☐ container collected and notified customer with a warning

☐ container not collected and tagged with non-collection notice

☐ other:_____

Contamination observed – Second occurrence

☐ container collected with no follow-up action

☐ container collected and notified customer with a warning

☐ container not collected and tagged with non-collection notice

☐ container not collected, tagged and customer contacted in person or phone with second warning

☐ container collected and customer charged for pick-up

☐ container collected, customer charged for pick-up and recycling container removed

☐ other:_____

Contamination observed – Third occurrence

☐ container collected with no follow-up action

☐ container collected and notified customer with a warning

☐ container not collected and tagged with non-collection notice

☐ container not collected, tagged and customer contacted in person or phone with second warning

☐ container collected and customer charged for pick-up

☐ container collected, customer charged for pick-up and recycling container removed

☐ other:_____

☐ We will notify the County if we remove any recycling container from a customer due to excessive contamination, upon request.

D: Required recycling efforts

☐ We understand and acknowledge that under the commercial franchise we must use our best efforts to implement measures intended to achieve source reduction, recycling and waste stream diversion goals for solid waste we collect.

☐ We understand and acknowledge that under the commercial franchise we must use our best efforts to divert bulky items, electronic waste, CEDs, manure and construction and demolition debris from disposal.

E. Interjurisdictional routes (incorporated and unincorporated areas) allocation methodology

How do you verify a service address to determine if the origin falls within County unincorporated boundaries?

Service addresses are sorted and jurisdictions of origin determinations are made for each customer by:

☐ our office staff manually searches customers' address using mapping software or Thomas guide

☐ we enter each customer's service address into a database, then filter the data through an automated mapping software that separates unincorporated addresses from incorporated addresses

☐ other:_____

How do you calculate the incorporated/unincorporated percentage allocations?

☐ (1) add together the aggregate disposal / recycling capacity-service volume (yards/bins, gallons/carts) for all customers with service addresses in the unincorporated and incorporated areas
(2) multiply each jurisdiction's tonnage by standard, average weights per cubic yard/gallon.
(3) determine the percentage each jurisdictional tonnage comprises of the total route tonnage

☐ other:_____

4. Tonnage and Diversion Rate Summary Table

	Total Collected	Total Disposed	Total Diverted	Diversion Rate
Current Year	_____ tons	_____ tons	_____ tons	_____%
Next Year Projected	_____ tons	_____ tons	_____ tons	_____%

5. Facility Form and Tonnage Table

CATEGORY	NAME OF FACILITY USED	DISPOSAL FOR CURRENT YEAR (Estimated Tons) (NOTE: FOR BIN SERVICE WITHIN COUNTY UNINCORPORATED AREAS ONLY)				
		RESIDENTIAL (Single Family and 2 Units)	MULTI-FAMILY (3 or more units)	COMMERCIAL	ROLL-OFF	TOTALS
REFUSE						
PAPER						
PLASTICS						
GLASS						
METALS						
YARD WASTE						
BULKY ITEMS						
WHITE GOODS						
C&D						
SHARPS						
FOOD WASTE						
E-WASTE						

Certification

I hereby certify that the information in this Recycling and Waste Diversion Plan (Diversion Plan) is correct and complete. I also understand that I may modify this Diversion Plan at a later date by submitting a subsequent revision.

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

FORM PW-15

SUBSCRIPTION ORDER TEMPLATE

REQUIRED DISTRIBUTION

Prior to commencing service, you must give each of your customers a subscription order.

At least once each year, you must give each of your customers a summary of the general form of the subscription order and directions on how to obtain a complete copy of a customer's specific order. (You may include the summary together with other correspondence to your customers, such as customer outreach and educational materials. *See the franchise agreement.)*

REQUIRED CONTENT

Your form of subscription order must contain the following information:

(1) The scope of services, including size and number of containers, subscription date, and set-out site; *"set-out site" means the place agreed to between waste hauler and its customers to collect MSW under County Code § 20.72.100.*

(2) Customer service charges, which may be in the form of a general fee schedule, clearly marked to indicate all fees (including bin delivery, bin pick-up, bin locks, additional pick-ups, etc.) that are specifically applicable to the customer;

(3) Office hours, toll-free customer service telephone number, email address, and any website;

(4) Disclosure that the customer's subscription is subject to your being a party to the non-exclusive commercial franchise agreement, and the subscription must be terminated if the franchise is terminated;

(5) County telephone number that the customer may call after contacting waste hauler if the customer's service complaint is not satisfactorily resolved;

(6) Any other information (in any format) requested by County.

I acknowledge that the attached template will be used to prepare our subscription order form.

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

SAMPLE

FORM PW-15

FRANCHISEE NAME

REFUSE and RECYCLABLES Collection Services[1]
CUSTOMER SUBSCRIPTION ORDER

To Our Valued Customer: The County of Los Angeles Board of Supervisors (County) awarded **FRANCHISEE NAME** a franchise to provide refuse collection and recycling services in bins and roll-off boxes for residential, multi-family and commercial properties in the unincorporated communities of the County starting on July 1, 2012 and ending June 30, 2019. **FRANCHISEE NAME** takes great pride in the work we do to keep the environment clean and protected for our future.

This subscription is subject to our being a franchised hauler under the County's commercial franchise agreement. Its term is 7 years, *unless* (1) you terminate it earlier for our default or at 90 days request, as described in the enclosed Customer Bill of Rights or (2) the franchise expires or is terminated by the County. ***We cannot automatically renew or extend your subscription without your consent.*** If you want to extend it, you must ask us.

BIN SIZES AND STANDARD SERVICE RATES

Please review the service option that you ordered and the rates we will charge you (on or after July 1, 2012), marked below, for standard services.

We will bill you **(MONTHLY / QUARTERLY?):**

BIN SIZE	COLLECTION FREQUENCY / WEEK						
	1.	2.	3.	4.	5.	6.	7.
	[List Bin Sizes and Standard Service Rates that you offer, and mark customer's.]						

STANDARD SERVICES INCLUDE

Recycling	1 cubic yd. or 2 96-gallon carts FREE	Additional or larger containers: ½ comparable refuse rate	
Holiday Tree Collection Services	FREE		
Bulky Items and Certain Electronics	Five on-call collections per year at no charge with limit of 5 items per collection or	One annual collection event per year of unlimited quantities	Residential and Multi-family customers

(Your efforts to reduce waste, recycle and buy products made from recycled content are integral components of a sustainable society, and we thank you for your efforts.)

DISCOUNT SERVICES:[List any discount services and rates that you provide.]

ADDITIONAL SERVICES AND RATES: You may order any or all of the following additional services: [LIST]

Manure Collection	$ / week etc.
Temporary Bin Rentals and Temporary Roll-Off Services	

To request additional services, ask questions or express concerns, please call our customer service department,

CUSTOMER SERVICE
Monday thru Friday 8 am to 5 pm at PHONE NUMBER or
EMAIL ADDRESS.

[1] [insert phone hours to LEFT of heading and email address to RIGHT of heading.]

FORM PW-16

UNPERMITTED WASTE SCREENING PROTOCOL

You may not collect any unpermitted waste that you observe, *unless* you are legally licensed to do so. (In general, "unpermitted waste" is material that you cannot dispose of in a class 2 landfill.)

Describe your Unpermitted Waste Screening Protocol (check all that apply) in effect or to be implemented as required under the franchise agreement. The Protocol becomes part of the franchise agreement. Attach additional sheets if necessary.

(1) Ongoing employee training in identification, safety and notification procedures, including leaving non-collection tags, when safe;

☐ All drivers, route personnel and new hires receive training and attend safety meetings

We conduct safety meetings ☐ weekly ☐ monthly ☐ quarterly ☐ annually ☐ other _____

☐ We train drivers in both identification and notification procedures when they discover unpermitted waste

☐ We instruct drivers who discover unpermitted waste to complete a non-collection notice, place one copy on the container (whenever safe) and file the second copy at the office

☐ The non-collection notice includes an explanation of the violation and the proper means to dispose of the unpermitted waste

☐ Other procedures (please specify) _____

_____

(2) Means of driver inspection, such as visual inspection during tipping of bins or other containers into vehicles;

Drivers inspect containers by using:

☐ camera systems ☐ side mirrors ☐ manual inspection of container ☐ other _____

(3) Immediate driver response, such as load segregation;

☐ We train all drivers to segregate unpermitted waste upon identification

☐ Drivers will leave unpermitted waste at the service address and a attach a non-collection notice to the container

☐ Other procedures (please specify) _____

_____

(4) Driver notification, such as calling the waste hauler's dispatcher or field supervisor;

If the driver identified unpermitted waste, he or she notifies:

☐ route supervisor ☐ dispatch ☐ customer service department ☐ other _____

(5) Notification of appropriate local agency or department;

☐ Customer service monitors and records unpermitted waste violations identified by drivers or other field personnel

☐ If field personnel identify hazardous waste, they will immediately notify:
- the County fire department and the appropriate local agency, who will remove it, and
- the County .

☐ Other procedures (please specify) _____

_____

(6) Appropriate action, such as segregation and containerization for manifesting and transport for disposal in accordance with law or securing services of permitted handling and transport company;

☐ If a driver identifies unpermitted waste, he or she calls and notifies the route supervisor, and applies proper containment procedures.

☐ All collected unpermitted waste is properly containerized, removed, and transported by a licensed contractor in accordance with applicable law

☐ Other procedures (please specify) _____

_____

(7) Compliance with California state and federal laws, including regulations of the federal Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR);

☐ We will comply with all Local, State and Federal laws, including compliance standards under Department of Transportation (DOT) (Title 49 CFR) and the United State Environmental Protection Agency Title 40 CFR, as well as with California EPA and DTSC regulations

☐ Other procedures (please specify) _____

_____

(8) Development and implementation of a customer educational program to maximize exclusion of unpermitted waste from disposal and to promote safe handling of Unpermitted Waste.

☐ Within 3 months after the franchise date, we will attach conspicuous labels on each bin and roll-off box . The labels will prohibit discarding unpermitted waste, including illustrative examples

☐ We will develop and implement a Customer Education and Outreach Program to maximize safe handling and discard of unpermitted waste, including written information and materials.

☐ Other program details (please specify) _____

_____

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

FORM PW-17

PERSONNEL CONTACT LIST

Identify key personnel and provide following information. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Use additional pages if required.

You must give County notice of changes in the Personnel Contact List at least 30 days prior to the changes (if practicable), and no later than 30 days following any change.

TITLE: Owner
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: President
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: General Manager
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Operations Manager
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

PERSONNEL CONTACT LIST

Page 2

TITLE: Customer Service Supervisor
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Route Supervisor
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Recycling Coordinator
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Accountant/book keeper who calculates and submits franchise fee to County.
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

FORM PW-18

SOLID WASTE FACILITIES

Identify all solid waste facilities to which you deliver any materials that you collect in the unincorporated areas of the County, such as: Transfer processing stations, landfills, waste-to-energy plants, MRFs, composting facilities, conversion facilities and recycling brokers / companies (including e-waste). Attach additional sheets if necessary.

CATEGORY	FACILITY MATERIALS TAKEN TO				
REFUSE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ Routes are pre-registered based on the route number, percentage allocation, and jurisdiction of origin.	☐ Solid waste materials are weighed at the certified scales before entering the facility.	☐ The exact net weight of the material collected is allocated to the jurisdiction(s) from which the material was collected from.	☐ The solid waste collected is then unloaded on the floor and prepared for processing.	☐ On a monthly basis, the facility will reconcile each load with weight records and allocations
REFUSE **(if applicable)**	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ Routes are pre-registered based on the route number, percentage allocation, and jurisdiction of origin.	☐ Solid waste materials are weighed at the certified scales before entering the facility.	☐ The exact net weight of the material collected is allocated to the jurisdiction(s) from which the material was collected from.	☐ The solid waste collected is then unloaded on the floor and prepared for processing.	☐ On a monthly basis, the facility will reconcile each load with weight records and allocations
RECYCLABLES	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ A waste characterization is conducted to allocate each type of recovered and recycled material and all process residue by weight.	☐ Each vehicle is weighed at the certified scales and a tare weight is captured.	☐ The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion.	☐ Each outbound commodity weight is collected and reconciled with the waste characterization for the facility.	☐ All residue materials are tracked based upon the waste characterization and allocated to the appropriate jurisdiction

RECYCLABLES (if applicable)	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ A waste characterization will provide for the allocation of each and all materials by weight.	☐ Each vehicle is weighed at the certified scales and a tare weight is captured.	☐ The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion.	☐ Each outbound commodity weight is collected and reconciled with the waste characterization for the facility.	☐ All residue materials are tracked based upon the waste characterization and allocated to the appropriate jurisdiction
GREEN WASTE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ Green waste materials will be collected and transported in the same manner as solid waste.	☐ The green waste will be hauled from the truck directly to the facility.	☐ Each load of green waste delivered will be allocated based upon tare weights on tons delivered.	☐ The facility will use the green waste as Alternative Daily Cover (ADC) program.	
BULKY ITEMS	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ The facility will record all bulky items delivered and recovered.	☐ The facility will report all materials based upon the jurisdiction of generation.	☐ All materials recovered are allocated based upon weight and jurisdiction of generation.		
ELECTRONIC WASTE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					

Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ All electronic weight are weighted and allocated per commodity type and weight.		☐ All materials recovered under this program are recorded and reported back to us and the State of California
CONSTRUCTION AND DEMOLITION DEBRIS	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ The facility will record all C&D delivered and recovered.	☐ The facility will report all materials based upon the jurisdiction of generation.	☐ All materials recovered are allocated based upon weight and jurisdiction of generation.
FOOD WASTE	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	☐ The facility will record all food waste delivered and recovered.	☐ The facility will report all materials based upon the jurisdiction of generation.	☐ All materials recovered are allocated based upon weight and jurisdiction of generation.
OTHER (please specify) _____	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue.			

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

FORM PW-19

SERVICE AREAS CHECKLIST

Please identify each unincorporated community you currently provide service to with a "**C**" and identify each unincorporated community which you plan to provide service to with a "**P**" (check all that apply). See attached maps for reference

If you provide service throughout all of the unincorporated areas please check here ☐

If you plan to provide service throughout all of the unincorporated areas please check here ☐

List of Los Angeles County Unincorporated Communities

ID	NAME	C,P
1	ACTON	
2	AGOURA	
3	AGUA DULCE	
4	ALTADENA	
5	ANTELOPE ACRES	
6	ARCADIA ISLANDS	
8	AVOCADO HEIGHTS	
9	AZUSA ISLANDS	
10	BALDWIN HILLS	
11	BASSETT	
12	BIG PINES	
13	BIG TUJUNGA	
14	BOUQUET CANYON	
15	CALABASAS HIGHLANDS	
16	CASTAIC	
17	CASTAIC JUNCTION	
18	CERRITOS ISLANDS	
19	CHARTER OAK	
20	CITRUS	
21	COVINA ISLANDS	
22	DEL AIRE	
23	DEL SUR	
24	DEL VALLE	
27	EAST PASADENA	
28	EAST SAN GABRIEL	
29	EL CAMINO VILLAGE	
30	ELIZABETH LAKE	
31	FAIRMONT	
34	FOOTHILL	
35	FORREST PARK	
36	FRANKLIN CANYON	
37	GORMAN	
38	GREEN VALLEY	

ID	NAME	C,P
39	HACIENDA HEIGHTS	
40	HAWTHORNE ISLAND	
41	HI VISTA	
42	JUNIPER HILLS	
43	KAGEL CANYON	
44	LA CRESCENTA	
45	LA RAMBLA	
47	LAKE HUGHES	
48	LAKE LOS ANGELES	
49	LAKEVIEW	
50	LANG	
52	LEONNA VALLEY	
53	LITTLE TUJUNGA	
54	LITTLEROCK	
55	LLANO	
56	LONG BEACH ISLAND	
57	LOS NIETOS	
58	MALIBU VISTA	
59	MARINA DEL REY	
61	MINT CANYON	
62	MONROVIA/DUARTE (ISLANDS)	
63	MONTROSE	
64	MULHOLLAND CORRIDOR	
	CORNELL	
	LAS VIRGENES/MALIBU CANYON	
	MALIBU BOWL	
	MALIBU HIGHLANDS	
	MALIBU LAKE	
	MALIBU/SYCAMORE CANYON	
	MONTE NIDO	
	TRIFUNO CANYON	
65	NEENACH	
66	PALMDALE AIRPORT	

ID	NAME	C,P
67	PEARBLOSSOM	
68	PICO	
69	QUARTZ HILL	
70	RANCHO DOMINGUEZ	
71	ROOSEVELT	
73	ROWLAND HEIGHTS	
74	SAN CLEMENTE ISLAND	
75	SAN PASQUAL	
76	SANTA CATALINA ISLAND	
77	SOLEDAD	
78	SOUTH SAN GABRIEL	
79	SOUTH SAN JOSE HILLS	
80	STEVENSON RANCH	
81	SULPHUR SPRINGS	
82	SUN VILLAGE	
83	TOPANGA CANYON	
	FERNWOOD	
	GLENVIEW	
	SYLVIA PARK	
	TOPANGA	
84	UNIVERSAL CITY	
85	VAL VERDE	
86	VALINDA	
87	VALYERMO	
88	VASQUEZ ROCKS	
89	VETERANS CENTER	
92	WEST CARSON	
94	WESTFIELD	
95	WHITTIER ISLANDS	
96	WHITTIER NARROWS	
98	WILSONA GARDENS	
100	WRIGHTWOOD	

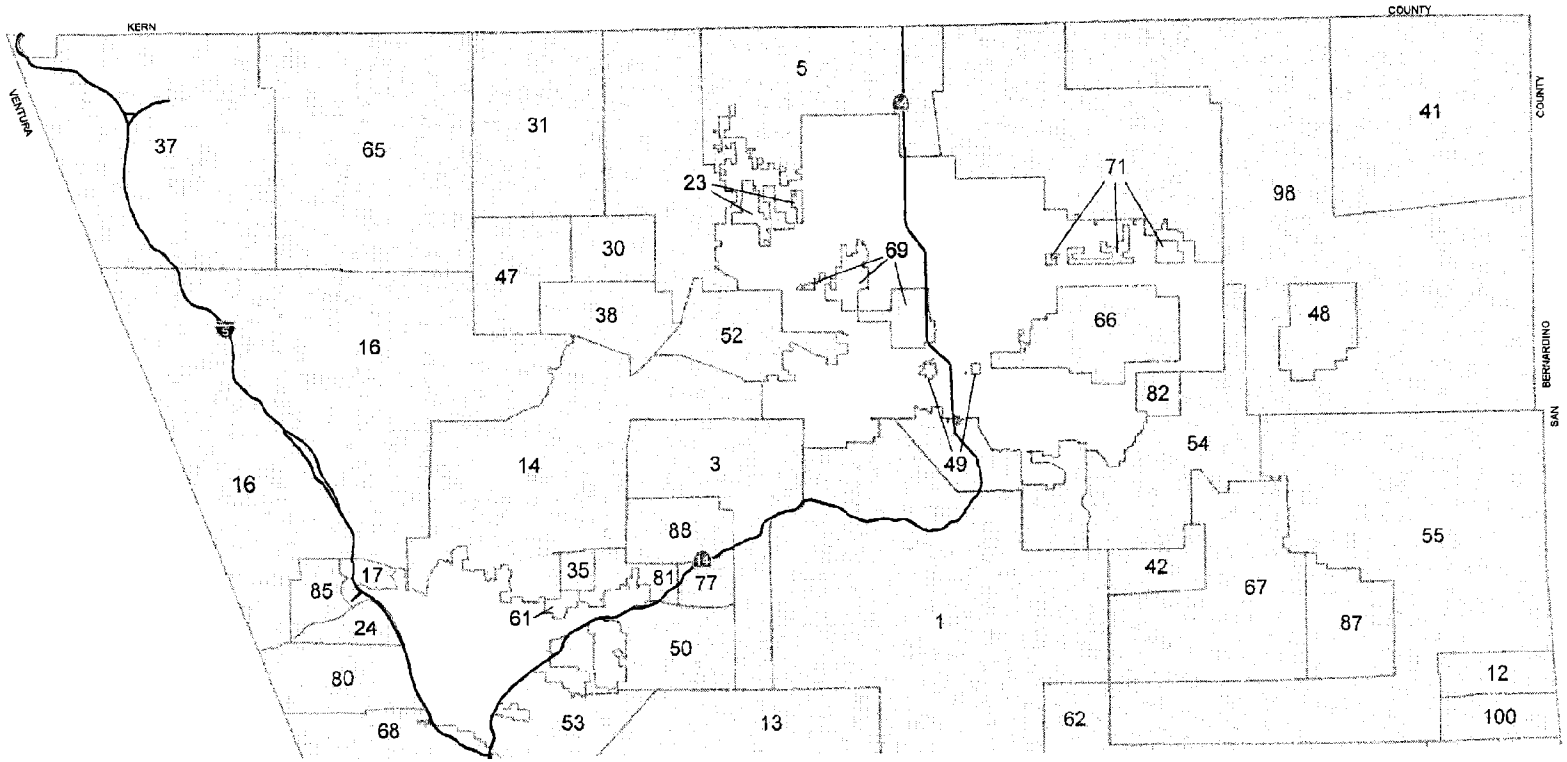
Garbage Disposal Districts

7	ATHENS (GDD)		32	FIRESTONE (GDD)		51	LENNOX (GDD)		90	VIEW PARK (GDD)		97	WILLOWBROOK (GDD)		
25	EAST COMPTON (GDD)		33	FLORENCE (GDD)		60	MESA HEIGHTS (GDD)		91	WALNUT PARK (GDD)		99	WINDSOR HILLS (GDD)		
26	EAST L A (GDD)		46	LADERA HEIGHTS (GDD)		72	ROSEWOOD (GDD)		93	WEST FOX HILLS (GDD)					

Name of person signing form _____ Title: _____

Signed _____ Date _____

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



LEGEND

Unincorporated Community

Miles

0 3.75 7.5

PUBLIC WORKS

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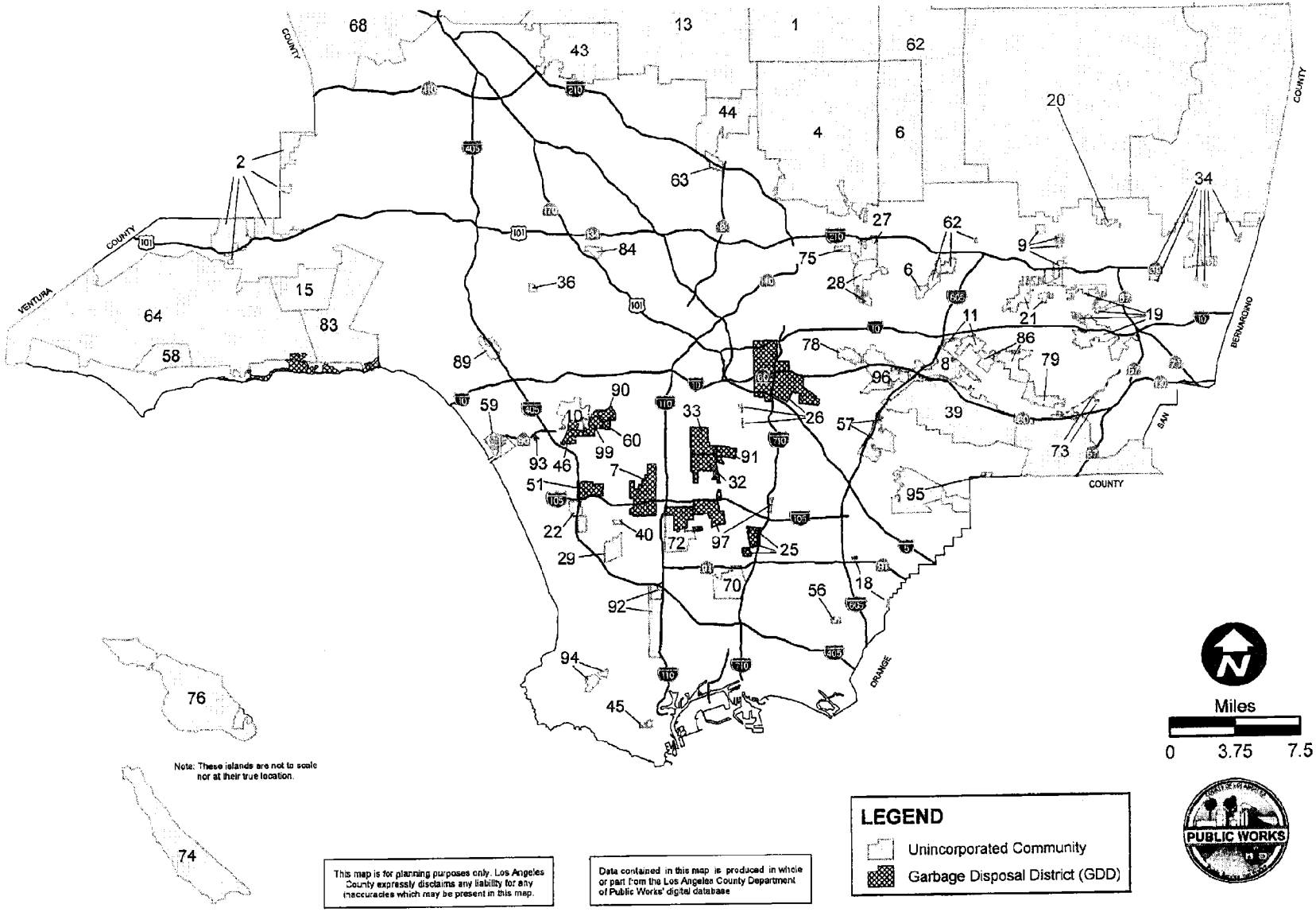
REF \\pwnas1\mpmgis$\MPMGIS\projects\epd\SWIMS\laco_comm_no_epd.mxd DATE 11/12/2009

Survey/Mapping & Property Management Division, Mapping & GIS Services Section

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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Survey/Mapping & Property Management Division, Mapping & GIS Services Section

LOS ANGELES COUNTY
UNINCORPORATED COMMUNITIES MAP

ID	NAME
1	ACTON
2	AGOURA
3	AGUA DULCE
4	ALTADENA
5	ANTELOPE ACRES
6	ARCADIA ISLANDS
7	ATHENS (GDD)
8	AVOCADO HEIGHTS
9	AZUSA ISLANDS
10	BALDWIN HILLS
11	BASSETT
12	BIG PINES
13	BIG TUJUNGA
14	BOUQUET CANYON
15	CALABASAS HIGHLANDS
16	CASTAIC
17	CASTAIC JUNCTION
18	CERRITOS ISLANDS
19	CHARTER OAK
20	CITRUS
21	COVINA ISLANDS
22	DEL AIRE
23	DEL SUR
24	DEL VALLE
25	EAST COMPTON (GDD)
26	EAST LOS ANGELES (GDD)
	BELVEDERE GARDENS
	CITY TERRACE
	EASTMONT
27	EAST PASADENA
28	EAST SAN GABRIEL
29	EL CAMINO VILLAGE
30	ELIZABETH LAKE
31	FAIRMONT
32	FIRESTONE (GDD)
33	FLORENCE (GDD)
34	FOOTHILL
35	FORREST PARK
36	FRANKLIN CANYON
37	GORMAN
38	GREEN VALLEY
39	HACIENDA HEIGHTS
40	HAWTHORNE ISLAND
41	HI VISTA
42	JUNIPER HILLS
43	KAGEL CANYON
44	LA CRESCENTA
45	LA RAMBLA
46	LADERA HEIGHTS (GDD)
47	LAKE HUGHES
48	LAKE LOS ANGELES
49	LAKEVIEW
50	LANG
51	LENNOX (GDD)
52	LEONNA VALLEY
53	LITTLE TUJUNGA
54	LITTLEROCK
55	LLANO

ID	NAME
56	LONG BEACH ISLAND
57	LOS NIETOS
58	MALIBU VISTA
59	MARINA DEL REY
60	MESA HEIGHTS (GDD)
61	MINT CANYON
62	MONROVIA/DUARTE (ISLANDS)
63	MONTROSE
64	MULHOLLAND CORRIDOR
	CORNELL
	LAS VIRGENES/MALIBU CANYON
	MALIBU BOWL
	MALIBU HIGHLANDS
	MALIBU LAKE
	MALIBU/SYCAMORE CANYON
	MONTE NIDO
	TRIFUNO CANYON
65	NEENACH
66	PALMDALE AIRPORT
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
72	ROSEWOOD (GDD)
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
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78	SOUTH SAN GABRIEL
79	SOUTH SAN JOSE HILLS
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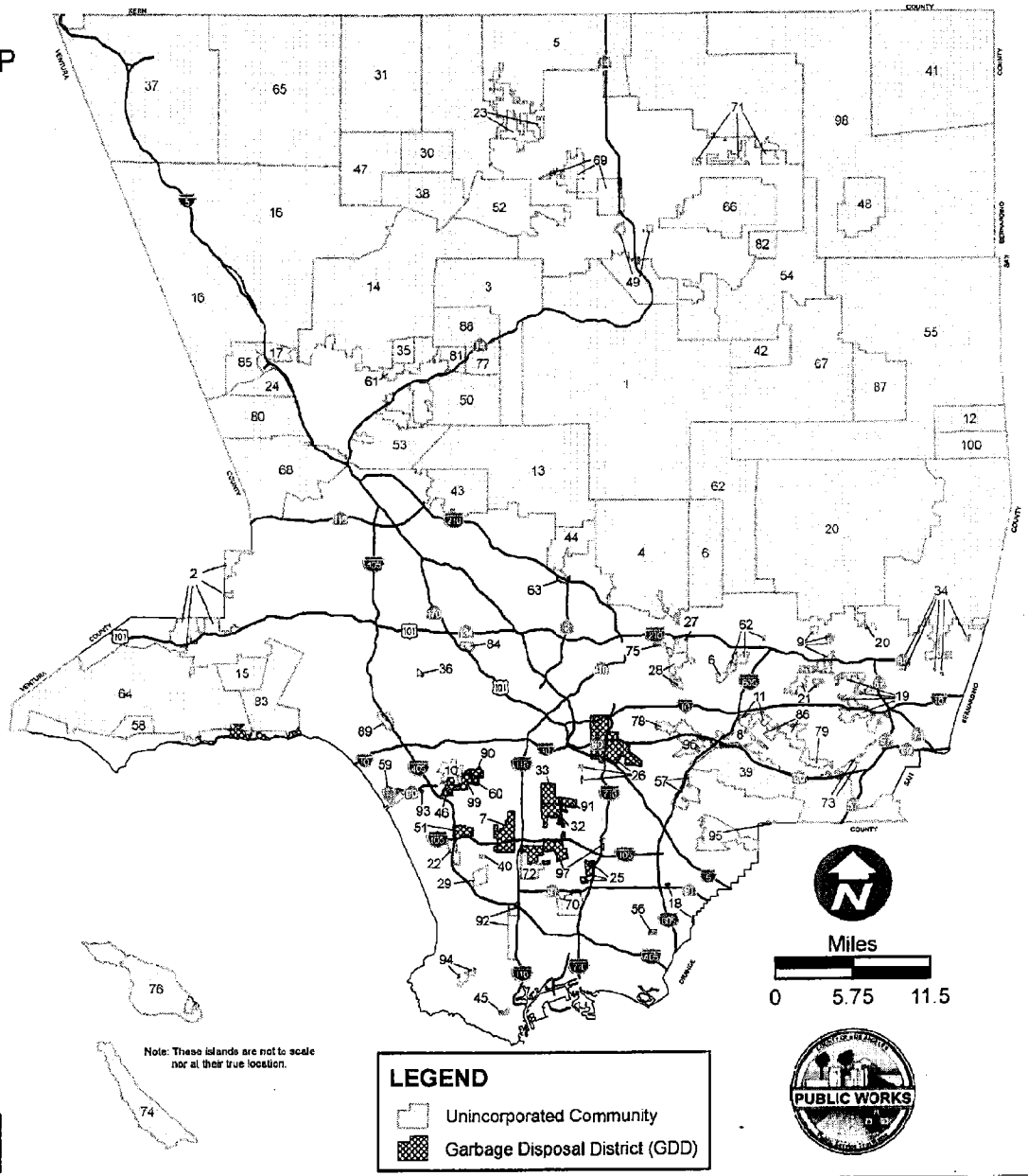

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Survey/Mapping & Property Management Division Mapping & GIS Services Section

FORM PW-20

VEHICLE INFORMATION

Promptly update the following information as you replace listed vehicles.

MAINTENANCE YARD or other storage location (where you park vehicles either overnight or when not in use)

Street address: _____ City: _____

VEHICLE INVENTORY LIST: (Each vehicle that you will use in the unincorporated area of the County to collect, transport, and discharge solid waste), including **primary** and **backup** vehicles. (**Please make additional copies if needed**)

County will issue you this number of decals which you must place on each vehicle.

Make	Model (Front, rear loader, etc.)	Year	Fuel Type (CNG, Diesel, etc.)	Capacity (Tons)	Vehicle Identification No. (VIN#)	Vehicle License No.	Percentage vehicle will be servicing within unincorporated County areas

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business
With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

ATTACHMENT 2

Listing of Contractors Debarred in Los Angeles County

Vendor Name:	G COAST CONSTRUCTION INC.
Alias:	
Debarment Start Date:	9/11/2007 **Debarment End Date:** 9/10/2012
Principal Owners and/or Affiliates:	Ezra Levi
Vendor Name:	INSPECTION ENGINEERING CONSTR
Alias:	Inspection Engineering Construction
Debarment Start Date:	6/13/2006 **Debarment End Date:** 6/12/2016
Principal Owners and/or Affiliates:	Jamal Deaifi
Vendor Name:	ARROWHEAD EMANCIPATION PROGRAM, INC.,
Alias:	
Debarment Start Date:	7/08/2008 **Debarment End Date:** PERMANENT DEBARMENT
Principal Owners and/or Affiliates:	Irma F. Reed and Charlene Williams
Vendor Name:	SAEICO, INC.
Alias:	
Debarment Start Date:	10/18/2011 **Debarment End Date:** 10/17/2016
Principal Owners and/or Affiliates:	Godwin Iwunze, Sam Soho Nor
Vendor Name:	SAM SOHO NOR, AN INDIVIDUAL
Alias:	
Debarment Start Date:	10/18/2011 **Debarment End Date:** 10/17/2019
Principal Owners and/or Affiliates:	

ATTACHMENT 3

County of Los Angeles *Lobbyist Ordinance*

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends $5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to $2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

http://bos.co.la.ca.us/

Thank you for your cooperation and attention.

Non-Exclusive Commercial Solid Waste Collection Franchise Agreement For the Unincorporated Areas of The County of Los Angeles

BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS
AND
[NAME OF CONTRACTOR]

Franchise Date: [date of execution by FRANCHISEE]
Expiration Date: June 30, 2019 (subject to extension up to June 30, 2022, plus a month-to-month extension for up to six months)

TABLE OF CONTENTS

REFERENCES 3
RECITALS 9
SECTION 1 - FRANCHISE GRANT 10
SECTION 2 - TERM 13
SECTION 3 - SCOPE OF FRANCHISE SERVICES 15
SECTION 4 - SERVICE STANDARDS 17
SECTION 5 - PRIVACY 19
SECTION 6 - UNPERMITTED WASTE SCREENING AND REPORTING 19
SECTION 7 - CUSTOMER SERVICE 20
SECTION 8 - OWNERSHIP OF MSW; DISCLAIMERS 23
SECTION 9 - SETTING RATES AND CUSTOMER BILLING 24
SECTION 10 - FRANCHISEE RECORDS; AUDITS 24
SECTION 11 - COUNTY'S DIVERSION PRIORITIES 26
SECTION 12 - REPORTS 27
SECTION 13 - INDEMNIFICATION 28
SECTION 14 - INSURANCE 30
SECTION 15 - FINANCIAL ASSURANCE 30
SECTION 16 - BREACHES AND DEFAULTS; SUSPENSION; TERMINATION; DEBARMENT 31
SECTION 17 - ENFORCEMENT OF AGREEMENT 37
SECTION 18 - GENERAL PROVISIONS 39
SECTION 19 - DEFINITIONS AND INTERPRETATION OF AGREEMENT 40
SECTION 20 - EXECUTION OF AGREEMENT 41

ATTACHMENT NO. 1 (Section 3A) - FRANCHISE SERVICES 43
ATTACHMENT NO. 2 (Section 3A) - FRANCHISE SERVICES AND SERVICE SPECIFICATIONS FOR ROLL-OFF BOXES 52
ATTACHMENT NO. 3 (Section 14) - INSURANCE REQUIREMENTS 53
ATTACHMENT NO. 4 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS 60

EXHIBIT A – LIST OF UNINCORPORATED COUNTY COMMUNITIES 64
EXHIBIT B – MAP OF UNINCORPORATED COUNTY AREAS 65
EXHIBIT C – CUSTOMER BILL OF RIGHTS 68
EXHIBIT D – MANDATORY RECYCLING REQUIREMENTS 71
EXHIBIT E – DEFAULTED PROPERTY TAX REDUCTION PROGRAM 87
EXHIBIT F – INTERNAL REVENUE SERVICE NOTICE 1015 91
EXHIBIT G – SAFELY SURRENDERED BABY LAW POSTERS 92
EXHIBIT H – BOND FOR FAITHFUL PERFORMANCE 96

REFERENCES

The text in this Franchise Agreement uses the following conventions:

(1) References to **Sections** and **Articles** refer to Sections and Articles of this Agreement, unless specified otherwise.
(2) References to **Attachments** and **Exhibits** refer to Attachments and Exhibits appended to this Agreement.
(3) References to **Subsections** are to the Section in which that Subsection occurs, unless specified otherwise.
(4) Words have the meanings defined below or in the text of this Agreement. Definitions inserted in text are italicized.

	SECTION	DEFINITION
AB 939		California Integrated Waste Management Act of 1989, California Public Resources Code 40000 *et seq.*
bin	1A	
breach	16A	
bulky item	Attachment No. 1 F2	
cart	1B No.(5)	
CCR		California Code of Regulations
CEDs		A "covered electronic device" as defined in California Public Resources Code Section 42463, including: (1) cathode ray tube (CRT) device (including television and computer monitor); (2) LCD desktop monitor; (3) Laptop computer with LCD display; (4) LCD television; (5) plasma television; and (6) any other "covered electronic devices" listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b).
container		Cart, bin, roll-off box or other container for storing discarded solid waste pending collection.

commercial		Refers to premises such as stores; offices; industrial plants; private schools; restaurants; rooming houses; hotels; motels; manufacturing, processing, or assembly shops or plants; and hospitals, clinics, convalescent centers and nursing homes (with respect to nonmedical waste only). Commercial does not include residential premises or multifamily premises.
County business day	4F	
County's office hours	4F	
County's reimbursement costs		Direct costs of COUNTY (including payroll and benefits, materials, and services) plus 35 percent thereof.
customer		Someone who subscribes to franchise services from FRANCHISEE.
Customer Bill of Rights	7C	
Customer Subscription Order	7C	
date of this Agreement	Paragraph above Recitals	
day		Calendar day
default	16B1	
Director		The County of Los Angeles Director of Public Works or his or her authorized representative.
E-waste		Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators.
franchise fee	1D	
franchise services	1A	
franchise year		July 1 – June 30 (contrasted with a calendar year)
Garbage Disposal Districts		Districts formed pursuant to Public Resources Code Section 4900 *et seq.*, and Los Angeles

		County Code Chapter 29.90.
immediate family	1E	
including		"including, without limitation"
law	4A	
liabilities	13D	
MRF		Materials Recovery Facility
multifamily		Refers to the following premises: (1) dwellings with three or more attached dwelling units (such as apartments), each with separate cooking and bathing facilities; (2) townhouses, whether attached or detached, (3) condominiums, whether attached or detached; or (4) the following developments that receive solid waste services in bins: • planned residential developments (PRD's), • planned urban development's (PUD's), and • community developments (such as mobile home parks).
notice	18C	
premises		A tract of land with habitable buildings located in the service area, which is safely accessible by trucks used to provide franchise services.
promptly		Within two County business days
quarter		The following periods: (1) January 1 – March 31, (2) April 1 – June 30, (3) July 1 – September 30, or (4) October 1 – December 31.
reasonable efforts		Actions that a prudent business person would take under the same or similar circumstances intending in good faith to satisfy its obligations.
records	10A	
recyclables	1B1	On the date of this Agreement, recyclables include the following types of solid waste: (1) aluminum and metal cans; (2) newspaper; (3) glass jars and bottles;

		(4) tin cans; (5) plastic soda bottles; (6) plastic milk and water jugs; (7) plastic bags (e.g., bread, frozen food, grocery bags); (8) type No. 1 plastic containers (PET-polyethylene terephthalate); (9) type No. 2 plastic containers (HDPE-high density polyethylene); and type No.3-7 containers. (10) all types of paper (e.g., office paper, junk mail, magazines, telephone books); (11) corrugated cardboard
refuse		"Solid waste" comprised of garbage, rubbish and trash
regulatory authority	4A	
Request for Statement of Qualifications		All documentation and information that FRANCHISEE submits to COUNTY and that the Director deems complete, including: (1) Unpermitted Waste Screening Protocol; (2) Customer Subscription Order Template Form; (3) Recycling and Waste Diversion Plan; (4) Vehicle List
residential		Refers to premises containing detached, single-family homes or duplexes, other than: (1) townhouses, whether attached or detached, (2) condominiums, whether attached or detached, or (3) the following developments that receive solid waste services in carts: • planned residential developments (PRD's), • planned urban development's (PUD's), and • community developments (such as mobile home parks)
roll-off box	1A	
service area		The unincorporated area of the COUNTY

sharps	Attachment No.1 E3b	
solid waste	1A	
solid waste facility	3B	
solid waste management services		(1) "Solid waste handling" defined under California Public Resource Code Section 40195 (on the date of this Agreement, collection, transportation storage, transfer or processing of solid waste), and (2) "Solid waste disposal" defined under California Public Resource Code Section 40192, as required by County Code Section 20.72.140
subcontractors		Anyone that provides goods or services (whether or not pursuant to oral or written agreement), related to: (1) collection, transportation, or storage of solid waste, CEDs or E-waste handled under this Agreement; or (2) operation, maintenance, and repair of assets used to provide franchise services
such as		For example
transfer	1E	
uncontrollable circumstances		The following events: (1) riots, war, or emergency affecting the COUNTY declared by the President of the United States or Congress of the United States, the Governor of California, or the Board of Supervisors; (2) sabotage, civil disturbance, insurrection, explosion; (3) natural disasters such as floods, earthquakes, landslides, and fires; (4) strikes, lockouts and other labor disturbances; and (5) other catastrophic events that are beyond the reasonable control of FRANCHISEE despite FRANCHISEE'S reasonable efforts, excluding: • FRANCHISEE'S financial inability to

		provide franchise services, or • FRANCHISEE's failure to obtain any permits necessary to provide franchise services or the right to use the facilities of any public entity
unpermitted waste	6A	
violation/violation of law		Any noncompliance with law as evidenced by notice, assessment, or determination of any regulatory authority to FRANCHISEE, whether or not a fine or penalty is included, assessed, levied, or attached.
year		Calendar year, *unless* "franchise year" is explicitly provided.

The County of Los Angeles, a political subdivision of the State of California (**COUNTY**), and **[Name of Franchisee], [Form of Entity]** (**FRANCHISEE**) enter into this Agreement on the date of this Agreement.

"date of this Agreement" *means the date that both parties have signed this Agreement in Section 20.*

RECITALS

OPEN MARKET COMPETITION. Historically, private waste haulers and not County have arranged to provide municipal solid waste management services in bins to commercial enterprises in the unincorporated territory of County. Private haulers and their commercial customers have competitively negotiated service charges in an open-market, *except* in Garbage Disposal Districts and residential franchise areas, where the haulers contract with County to provide solid waste management services.

FRANCHISE PURPOSE. Under this Agreement, private haulers will continue to arrange to provide solid waste management service in bins to commercial customers, subject to the terms of this Agreement. This Agreement will:

- increase hauler accountability for customer service,
- help implement the Source Reduction and Recycling Element of the County's Solid Waste Plan, including providing diversion programs, maintaining more accurate records and improving reporting, and specifically the establishment and enforcement of recycling programs for businesses and multifamily dwellings,
- provide efficient contract administration and enforcement by COUNTY staff, and
- provide bulky waste collection to curb illegal dumping .

SOLID WASTE PERMITS. Article XI, Section 7 of the California State Constitution authorizes COUNTY to protect the public health and safety by exercising its authority over police and sanitary matters. Historically, the COUNTY Department of Health Services issued permits to haulers for the hauling of solid waste with requirements to protect public health and safety, including frequency of collection and collection vehicle maintenance. It will continue to do so, and FRANCHISEE shall continue to obtain that permit and comply with all of its provisions.

SELF-HAUL OPTION. This Agreement does not require anyone to subscribe to franchise services from FRANCHISEE. Owners and occupants of premises may self-haul their solid waste. They may store solid waste generated on their premises in their own containers, and collect and transport it in their own vehicles for reuse, recycling, or disposal. Customers' obligations to pay FRANCHISEE service fees under this

Agreement does not arise because they own property, but because they generate refuse and do not exercise their right to self-haul.

FRANCHISE AUTHORIZATION. California Public Resources Code Section 40059 specifically authorizes COUNTY to prescribe the terms and conditions of aspects of solid waste management services, including:

- the nature, location, and level/extent of services.
- frequency of collection;
- means of collection and transportation;
- service charges and fees; and
- whether the services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, permit, or otherwise.

County Code Chapter 20.70 authorizes the Director to require franchises in any part of the unincorporated territory of the County that is not served by a Garbage Disposal District.

COUNTY consulted with representatives of waste haulers in developing this Agreement. COUNTY and representatives of the private hauling industry met many times to discuss the scope of franchise services, service specifications, service standards, and other performance obligations and to address the industry's questions, comments, and concerns.

SECTION 1 – FRANCHISE GRANT

A. Non-Exclusive Grant and Acceptance. COUNTY grants to FRANCHISEE and FRANCHISEE accepts the non-exclusive right and privilege to provide franchise services with respect to solid waste discarded in bins and roll-off boxes and within the unincorporated areas of the COUNTY. In COUNTY'S sole discretion, COUNTY may also grant to other persons the same rights and privileges that it grants FRANCHISEE under this Agreement. COUNTY is not liable to FRANCHISEE for acts of anyone who provides solid waste management services without a permit or franchise required by law, and FRANCHISEE releases COUNTY from any liability in connection with any of those acts.

"franchise services" *means all FRANCHISEE'S obligations under this Agreement to its customers and COUNTY.*

"solid waste" *means "solid waste" defined in California Public Resource Code Section 40191.*

"bin" *means any container for storage of solid waste that is picked up with front end*

loading vehicles, such as those having a 1- to 8-yard capacity, commonly referred to as dumpsters.

***"roll-off box"** means any open-topped rectangular container for storage, collection, and transport of solid waste that are rolled on and off flatbed collection vehicles via winches or reeving cylinders (hooks), sometimes referred to as debris boxes.*

B. Exclusions from Franchise. This grant excludes:

(1) recyclables that any person donates or sells to someone other than FRANCHISEE.

***recyclables"** means types of solid waste designated by COUNTY.*

(2) solid waste that any person self-hauls, such as shingles generated by roofers and yard waste by gardeners who:
- collect the solid waste in receptacles other than those provided by FRANCHISEE, and
- transport the solid waste in that person's own vehicles for disposal or processing.

(3) solid waste discarded at premises owned or controlled by COUNTY or any other person governed by the Board of Supervisors ;

(4) solid waste discarded at premises owned or controlled by:
- the State of California;
- any school district; or
- any person that is not legally obligated to subscribe to franchise services.

(5) solid waste discarded in carts at premises that receive franchise services under an exclusive franchise awarded by the COUNTY for cart service (such as an *Exclusive Franchise Agreement For Provision of Refuse, Recyclables, and Green Waste Automated Cart Services at Residential Premises and Certain Multifamily and Commercial Premises*), including residential, multifamily and commercial premises. However, FRANCHISEE must collect recyclables discarded in carts at customers' premises under its Recycling and Waste Diversion Plan in its Request for Statement of Qualifications and Attachment No. 1.

***"cart"** means a wheeled container for storage of solid waste that is (semi) automatically picked up by mechanical arms on a side loading truck*

(6) solid waste discarded by anyone who is receiving solid waste management services from a solid waste enterprise (if any) that has the statutory right to continue to provide franchise services to that person under California Public Resource Code Section 49520 *et seq.*

C. **Definition of Rights.** FRANCHISEE acknowledges:

(1) This Agreement does not grant FRANCHISEE any rights under Public Resource Code Section 49520.
(2) FRANCHISEE does not have the right to make any claim under Public Resource Code Section 49520, but only under this Agreement.

Upon expiration or termination of this Agreement, FRANCHISEE shall cease providing franchise services even if the expiration or termination occurs before the end of the period described in Public Resource Code Section 49520. After expiration or termination of this Agreement, COUNTY may reprocure one or more agreements for solid waste management services with FRANCHISEE or other persons. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, permits or otherwise, with or without competitive bidding.

D. **Franchise Fee.**

*"**franchise fee**" means the franchise fee established from time to time and paid under COUNTY Code Chapter 20.70 and implementing ordinances or resolutions of the Board of Supervisors.*

In consideration for this franchise, FRANCHISEE shall be obligated to COUNTY beginning on the date of this agreement, and shall pay the franchise fee at the time and in the amount and manner established from time to time by County ordinance or resolution of the Board of Supervisors. FRANCHISEE shall not separately identify the franchise fee in correspondence with its customers, such as in customer subscription orders or service bills, unless the language is approved by COUNTY. All communication with customers regarding increased charges, including both written and oral communication, shall be approved by County.

FRANCHISEE shall pay the franchise fee with respect to *all* fees that it charges customers, including customers that subscribe to:

(1) franchise services for bins (such as centrally-located green waste bins in a multifamily complex), and
(2) non-franchise services for carts (such as individual carts for each dwelling within a multifamily complex)

unless FRANCHISEE pays franchise fees with respect to all or a part of those fees under County residential franchises.

E. **Transfer.** FRANCHISEE may transfer this Agreement, the franchise granted under it, or any rights or duties under it:

1. in whole or in part, whether voluntarily or involuntarily,

2. directly or indirectly (including through asset purchase, or merger with or acquisition of the FRANCHISEE), subject to the following exception.

FRANCHISEE may *not* make that transfer without the Director's prior written consent exercised in the Director's sole discretion, if the party to whom the FRANCHISEE makes the transfer (the transferee) does not qualify for any previously extended term of this agreement under Section 2. For example, if the existing FRANCHISEE (transferor) purchased alternative fueled vehicles and this agreement was consequently extended, then the combined vehicle fleet of new FRANCHISEE (transferee) must continue to meet the requirements for that extended term.

Upon County request, FRANCHISEE shall pay County an amount requested by County, to conduct investigations deemed necessary by County to determine whether or not to grant its consent to the transfer.

"transfer" *means an action (or inaction) which has the direct (or indirect) effect of changing the permittee named on FRANCHISEE's waste collector permit issued by the Los Angeles County Department of Public Health.*

SECTION 2 – TERM

A. Length of Term.

1. **Expiration Date**. The term of this Agreement begins on the date of this Agreement and ends on the "Expiration Date" on the cover of this Agreement which is initially the same for all franchisees under Non-Exclusive Commercial Solid Waste Collection Franchise Agreements.

2. **Earned Extension.**

a. 50 percent Fleet Conversion. The term of this agreement will be extended for the following periods of time if FRANCHISEE meets both of the following contract conditions, determined to satisfaction of COUNTY in COUNTY's sole discretion:

1. FRANCHISEE is not in breach of this Agreement, including compliance with *Diesel Particulate Matter Control Measures* 13 CCR 2020 *et seq.*; and
2. 50 percent of the trucks that FRANCHISEE uses to provide franchise services meet the technical specifications for both of the following:

- new solid waste collection vehicles under Section (d)(1) of the South Coast Air Quality Management District (SCAQMD)

RULE 1193. CLEAN ON-ROAD RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION VEHICLES in effect on the date of this agreement; and

- added or replaced transfer or roll off vehicles under Section (d)(2) of Rule 1193.

The technical specifications in *Diesel Particulate Matter Control Measures* 13 CCR 2020 *et seq.* are incorporated by reference into this agreement as contractual provisions, whether or not those *Measures* apply to this agreement or FRANCHISEE as regulatory requirements.

50 Percent CONVERSION DATE	EXTENDED EXPIRATION DATE
as of this franchise date/ prior to July 1, 2012	June 30, 2022
prior to July 1, 2013	June 30, 2021
prior to July 1, 2014	June 30, 2020

b. 75 percent Fleet Conversion. The term of this agreement will be extended for the following periods of time if FRANCHISEE meets both of the preceding contract conditions in Subsection 2a, above, with respect to 75 percent of those trucks, determined to satisfaction of COUNTY in COUNTY's sole discretion:

75 Percent CONVERSION DATE	EXTENDED EXPIRATION DATE
prior to July 1, 2015	June 30, 2022
prior to July 1, 2016	June 30, 2021
prior to July 1, 2017	June 30, 2020

c. Proof of Conversion. Each year FRANCHISEE shall attach to its annual report an inventory of all solid waste collection, transfer, and roll off vehicles used to provide franchise services, including the following information:

1. application (solid waste collection, roll off, or transfer)
2. vehicle identification number,
3. license plate number,
4. engine model year,
5. fuel type,
6. domicile location, and
7. other information requested by COUNTY.

Throughout the extended term, FRANCHISEE must continue to meet both extension conditions determined to satisfaction of COUNTY in COUNTY's sole discretion.

d. No Conversion or Earned Extension. If FRANCHISEE does not meet either the 50 percent or 75 percent extension requirement, then upon scheduled expiration of this agreement on June 30, 2019, the term of this agreement will be extended on a month-by-month basis until the earlier of:

1. the date the Director names in notice to FRANCHISEE, given in the Director's sole discretion, or
2. June 30, 2022.

3. Optional Extension. In its sole discretion the Director may extend the term one or more times in monthly increments for up to three years plus a month-to-month extension up to six months.

B. Continuing Obligations. The following provisions survive the expiration or termination of this Agreement:

(1) all acknowledgments, representations, warranties, indemnities, defenses, and releases;
(2) obligations to pay any due and payable monetary amounts or claims for those amounts, including franchise fees;
(3) obligations with respect to records and reports,
(4) obligations to respect customers' privacy; and
(5) any other provision of this Agreement stated to survive the expiration or termination of this Agreement.

C. Undepreciated Assets. FRANCHISEE acknowledges that it has no right to recover an amount equal to the undepreciated value of assets it uses to provide franchise services that might remain at the expiration or termination of this Agreement, from COUNTY or customers.

SECTION 3 – SCOPE OF FRANCHISE SERVICES

A. Arrangement with Customers. FRANCHISEE may independently arrange to provide franchise services in bins and roll-off boxes in the service area at the frequency, capacity, price, and other terms agreed to with its customers.

B. Acknowledgements. FRANCHISEE acknowledges the following:

(1) Although this Agreement prescribes minimum scope of franchise services, service specifications, and service standards, COUNTY is not responsible for supervising or performing franchise services;

(2) FRANCHISEE and not COUNTY is arranging for franchise services, and COUNTY does not become a "generator" or an "arranger" as those terms are used in the context of CERCLA Section 107(a)(3), and

(3) FRANCHISEE has full freedom, discretion, and responsibility to solely determine the manner of providing franchise services, including its choice of solid waste facili*ties, unless* COUNTY designates one or more solid waste facilities under Section 3G.

*"**solid waste facilities**" means "solid waste facility" defined in Public Resource Code Section 40194; facilities that handle CEDs and E-waste; and any other facilities named by COUNTY.*

C. **COUNTY Solid Waste Programs.** FRANCHISEE shall provide to its customers all franchise services in bins and roll-off boxes described in ATTACHMENTS No. 1 and No. 2, respectively. FRANCHISEE shall not dispose of recyclables or mix recyclables with refuse.

D. **Director Request.** Upon Director request, FRANCHISEE shall use its best efforts to promptly provide franchise services to any premises identified by Director, as the Director deems necessary to protect public health or safety.

E. **Emergency Assistance.** FRANCHISEE shall provide solid waste management services requested by COUNTY in health and safety emergencies (such as an earthquake, storm, or riot, or when solid waste is accumulating at set-out sites for more than a week). FRANCHISEE shall charge COUNTY no more than what FRANCHISEE charges its customers for the same frequency and capacity of service, *unless* Director authorizes different charges upon request of and cost substantiation by FRANCHISE.

Upon request of COUNTY, FRANCHISEE shall give COUNTY, California or Federal officials information that is related to cost of providing the emergency services (such as number or amount of vehicles, fuel, employees, tonnage and disposal fees).

F. **Franchisee-Selected Solid Waste Facilities.** Unless COUNTY designates one or more solid waste facilities under Section 3G, FRANCHISEE shall select solid waste facilities solely in its discretion, including transfer stations and material recovery; composting and disposal facilities; and materials brokers and beneficiators. FRANCHISEE shall notify COUNTY of the solid waste facilities that FRANCHISEE chooses for each respective type of solid waste (refuse, recyclables, bulky items, and any green waste), CEDs, and E-waste. FRANCHISEE must deliver solid waste, CEDs and E-waste only to those facilities.

G. Designation. County reserves the right to direct one or more of those materials referenced above to a specified site or facility [within the County] upon agreement with FRANCHISEE on the amount of any additional compensation under the following subsection.

H. Compensation.
COUNTY will compensate FRANCHISEE for any direct costs (such as increased tipping fees) which FRANCHISEE incurs following delivery of materials to a County-designated solid waste facility instead of to a Franchisee-selected solid waste facility.

SECTION 4 - SERVICE STANDARDS

A. Legal Requirements. FRANCHISEE shall provide franchise services in compliance with law, such as the following:

(1) County Code Section 20.72.130 *Hours of Collection*;
(2) 14 California Code of Regulations 17314 & 17316 (RE maintenance, placement and labeling of containers);
(3) FRANCHISEE's waste collector permit issued by the Los Angeles County Department of Public Health, including any recycling plans and waste screening protocols;
(4) County Code Section 2.200 *County Child Support Compliance Program, provided in Attachment 4 "Labor-Related Provisions Required in County Contracts";*
(5) *County Property Tax Reduction Ordinance* in County Code Section 2.206 (unless FRANCHISEE qualifies for an exemption or exclusion) as provided in Section 16D;
(6) California Air Resources Board *Diesel Particulate Matter Control Measures at 13 CCR 2020 et seq.*; and
(7) South Coast Air Quality Management District Rule 1193 **CLEAN ON - ROAD RESIDENTIAL AND COMMERCIAL REFUSE COLLECTION VEHICLES**.

"law" *means all statutes, regulations, rules, guidelines, permits, actions determinations, order or requirements of regulatory authorities that apply to franchise services or this Agreement, including their future amendments, supplements, replacement, restatement or recodification.*

"regulatory authority" *means a Federal, State or local governmental agency that regulates franchise services, including CA DOT, CA DMV, EDD, COUNTY, COUNTY'S LEA and U.S. Immigration and Naturalization Services, or other health and safety department of the agency.*

Provisions of law are incorporated into this Agreement by reference as FRANCHISEE's contractual obligations. COUNTY may enforce those provisions not as violations of law (subject to fines or penalties), but as breaches of this Agreement (subject to remedies under this Agreement). COUNTY has no obligation to enforce law.

B. Spills. FRANCHISEE shall enclose or cover all solid waste that it transports, whether in vehicles, debris boxes, hoppers, compactors, or any other containers. FRANCHISEE shall prevent solid waste from escaping, dropping, spilling, leaking, blowing, sifting, falling, or scattering from vehicles (**"spills"**) during collection and transportation. FRANCHISEE shall not transfer loads from one vehicle to another vehicle unless necessitated by mechanical failure or accidental damage to a vehicle. FRANCHISEE shall immediately clean up any solid waste that it spills onto any alley, street, or public place.

C. Leaking. FRANCHISEE shall prevent oil, hydraulic fluid, paint, putrescible waste, or other liquid from leaking from its vehicles or containers. FRANCHISEE shall equip each vehicle with petroleum absorbent agents and other appropriate cleaning agents. FRANCHISEE shall immediately cover, treat, or remove leaked materials from the ground and apply cleaning agent to minimize their adverse impact.

D. Noise and Traffic. FRANCHISEE shall collect solid waste in compliance with noise levels prescribed by applicable law, including County Code Section 12.08.520-Refuse, as quietly as possible and with the least possible disruption to the peace and quiet of the service area.

FRANCHISEE shall perform franchise services so as to cause the least possible obstruction and inconvenience to public traffic.

E. Customer Correspondence and Other Materials. FRANCHISEE shall submit the following materials to the Director for approval 30 days prior to mailing them to customers:

(1) all written materials given to FRANCHISEE'S customers (other than with respect to an individual customer's service disputes, questions, or complaints), and
(2) all materials that reference franchise services, such as sales brochures; commercial advertisements, and news releases.

F. Responsiveness to County. FRANCHISEE shall:

(1) return telephone calls from COUNTY to the individual who made that call during County office hours no later than the next County business day;

(2) meet with COUNTY during County office hours within one week of COUNTY oral or written request at the location directed by COUNTY;
(3) respond to all e-mails from COUNTY within two County business days of receipt; and
(4) respond to written correspondence from COUNTY within one week of its receipt.

*"**County office hours**" means 7 a.m. to 5:30 p.m., Monday through Thursday and 8 a.m. to 4 p.m. on Friday.*

*"**County business days**" means any day that COUNTY's Department of Public Works is open to do business with the public.*

G. FRANCHISEE's Representation. On the date of this Agreement, FRANCHISEE has fully complied with all law relating to the procurement of this Agreement, including law relating to conflicts of interest and the County Lobbyist Ordinance, County Code Chapter 2.160

SECTION 5 - PRIVACY

A. General. FRANCHISEE shall strictly observe and protect its customers' privacy and trade secrets, including their rights to privacy under law. In addition, FRANCHISEE shall not:

(1) reveal to anyone other than COUNTY any information identifying individual customers or the composition or contents of a customer's solid waste without that customer's permission, *unless* required by law; or
(2) market or distribute mailing lists with customers' names and addresses.

B. FRANCHISEE shall not assert that any privacy right accorded its customers under law prohibit FRANCHISEE from participating in solid waste characterization studies or waste stream analyses, keeping records, making reports, or assisting COUNTY in meeting any requirements under law.

SECTION 6 - UNPERMITTED WASTE SCREENING AND REPORTING

A. Unpermitted Waste.

*"**Unpermitted waste**" means:*
(1) materials that are not solid waste, including:
- *universal waste (materials that the California Department of Toxic Substances Control considers universal waste, including materials listed in*

22 CCR 66261.9),

- *household hazardous waste and other hazardous waste,*
- *medical waste, and*
- *radioactive waste; and*

(2) waste tires in excess of the number prescribed in 14 CCR 17355(b,) or reduced in volume as required in 14 CCR 17355(A); and
any other materials that cannot be disposed of in class II sanitary landfills described in 27 CCR 20250.

B. ***Prohibition and Protocol.*** *FRANCHISEE is prohibited from collecting any unpermitted waste observed* by FRANCHISEE, *unless* FRANCHISEE is legally licensed to do so. FRANCHISEE shall implement the Unpermitted Waste Screening Protocol included in its Request for Statement of Qualifications. FRANCHISEE shall annually give each of its customer's written material describing its customer education program for safe disposal.

C. **Reports to Director.** If FRANCHISEE observes that any substance it reasonably believes or suspects to contain unpermitted waste has been disposed of or released on any COUNTY or any other public property (including storm drains, streets, or other public rights of way), FRANCHISEE shall use reasonable efforts to report its observation to the Director in addition to reporting it to the appropriate regulatory authority as legally required.

D. **Labels.** Within three months after this franchise date FRANCHISEE shall conspicuously label each bin and roll-off box with stickers, embossing, or other secure means, prohibiting customers from discarding unpermitted waste and including illustrative examples.

SECTION 7 - CUSTOMER SERVICE

A. **Standards.** FRANCHISEE shall respond to its customers' questions and complaints in accordance with all requirements under law, such as the following:

(1) County Code Section 20.72.160 (RE customer service telephone and record-keeping requirements), where, for purposes of this Agreement, the Director shall be deemed the enforcement agency, or
(2) 14 CCR Section 17317 (RE placing identifying name and telephone number on containers).

B. **County's Reimbursement Costs.** If any COUNTY employee or other person acting upon direction of the County spends more than the following amounts of time resolving customer complaints, FRANCHISEE shall reimburse COUNTY the County's reimbursement costs therefore:

(1) more than one hour in the aggregate resolving complaints from any single customer of FRANCHISEE who states he or she has previously made that complaint to FRANCHISEE; or
(2) more than one hour in any work week (Monday through Friday) resolving complaints from different customers of FRANCHISEE.

C. Customer Subscription.

1. Provide to Customers

*"**Customer Subscription Order**" means Customer Subscription Order Form in Franchisee Application.*

*"**Customer Bill of Rights**" means the Customer Bill of Rights in substantially the form of Exhibit No. C.*

Before beginning franchise services FRANCHISEE shall give each customer:

(1) Customer Subscription Order,
(2) Customer Bill of Rights, and
(3) the most recent bi-annual newsletter (see Attachment 1, Section D1).

FRANCHISEE may require those customers for whom FRANCHISEE is required to operate vehicles on private property to sign a Subscription Order containing a waiver of liability with respect to damage to private driveways or pavement, in form approved by COUNTY.

FRANCHISEE shall include on its customer invoices (other than invoices to roll-off customers):

(1) the address of the website that provides a summary of the Customer Bill of Rights, general Customer Subscription Order, and
(2) directions on how to obtain a complete copy of a customer's Customer Service Order.

2. No Evergreen. FRANCHISEE shall not include in the terms of customer subscription orders or other service contract with its customers any automatic renewals or extensions, colloquially referred to as "evergreen" clauses, which obligate a customer to take affirmative, prescribed action in order to terminate the subscription order (such as giving written notice within a specified time period before the stated expiration of the subscription order).

3. **Term Limitation.** FRANCHISEE shall limit the terms of customer subscription orders to no longer than the remaining term of this Agreement.

4. **Termination Option and Rights.**

(1) FRANCHISEE shall give each customer the option to terminate its customer subscription order without cause on 90 days notice to FRANCHISEE, *if* the customer is not delinquent in paying any fees for franchise services, and regardless of the following:

1. the term of a customer subscription order, or
2. whether or not the customer subscription order explicitly gives customer this termination right.

(2) FRANCHISEE shall also give each of its customers the right to terminate service immediately in the event of emergency, or within two weeks if FRANCHISEE:

- fails to provide franchise services in accordance with the terms of this Agreement or any agreement between the customer and FRANCHISEE; or
- bills the customer for charges in excess of those agreed upon between the customer and FRANCHISEE.

5. **No Charges.** FRANCHISEE shall not impose a charge on a customer that terminates franchise service with or without cause, including liquidated damages, penalties, or bin or roll-off box removal fees.

6. **Amended Customer Subscription Orders**. However, FRANCHISEE shall do the following:

- as of this franchise date, FRANCHISEE shall give customers a Bill of Rights explaining the evergreen prohibition and customers' termination rights; and
- within 6 months of this franchise date FRANCHISEE shall amend its subscription orders to explicitly delete any evergreen provisions and grant customers their termination rights described in this Section.

D. **Repair and Replacement of Containers.** Within two weeks of customer request or County direction, FRANCHISEE shall repair or replace containers that are damaged or constitute a threat to public health and safety (including keeping out rodents, flies, and other vectors). FRANCHISEE shall provide additional containers upon customer request. FRANCHISEE shall be bound by COUNTY's

determination of whether a container is damaged or constitutes a threat to public health or safety. FRANCHISEE may charge customer for replacement of a recyclables cart.

E. **Overloaded Containers.** If FRANCHISEE determines that a container is repeatedly filled beyond capacity, FRANCHISEE shall attach a notice to the container warning that FRANCHISEE will *not* collect the container the next time it is overloaded. In its quarterly report FRANCHISEE shall give the County a copy of the notice and indicate:

(1) the service location, and
(2) date of the infraction.

FRANCHISEE shall not refuse to collect from container unless it previously:

(1) attached a warning notice to the container and
(2) gave a copy to the County.

F. **Litter Cleanup.** FRANCHISEE shall clean up all litter caused by FRANCHISEE, including during collection and transport. FRANCHISEE shall staff and equip each collection vehicle with a broom and dust pan.

G. **Graffiti.** FRANCHISEE shall remove graffiti from all containers, paint over graffiti on all containers, or replace containers with graffiti-free containers, within two County business days of:

(1) observation by FRANCHISEE'S drivers; or
(2) Director's request.

SECTION 8 – OWNERSHIP OF SOLID WASTE; DISCLAIMERS

A. **Ownership.** This Agreement does not purport to grant FRANCHISEE or COUNTY ownership over materials that FRANCHISEE's customers discard for pickup by FRANCHISEE or that FRANCHISEE handles under this Agreement. The right to possession or ownership of those materials shall be determined in accordance with law and any agreement between FRANCHISEE and its customers, and not as a result of this Agreement. Parties acknowledge that COUNTY has no ownership rights in solid waste or revenue from sale of recyclables.

B. **Disclaimer.** COUNTY makes no representations or warranties with respect to characterization of solid waste within the COUNTY, any solid waste disposal characterization study, or projections by material type with respect to solid waste in the COUNTY. COUNTY expressly disclaims any representations and

warranties, either express or implied, as to the merchantability or fitness of solid waste for any particular purpose.

SECTION 9 - SETTING RATES AND CUSTOMER BILLING FRANCHISEE shall set, bill and collect fees for franchise services as agreed to with its customers.

SECTION 10 - FRANCHISEE RECORDS; AUDITS

A. Record Maintenance and Retention.

*"**records**" means any type of documentation relating to franchise services, including:*

(1) *customer subscription orders and invoices,*
(2) *complaint logs and customer correspondence;*
(3) *weight tickets and receipts from solid waste facilities (including solid waste processing residual);*
(4) *route maps and schedules, in sufficient detail to allocate solid waste collected within County and outside County on the same route;*
(5) *receipts from recyclables, CED and E-waste transporters, shippers, brokers, beneficiators remanufacturers and purchasers, and*
(6) *with respect to roll-off containers:*
- *encroachment permits required by law,*
- *container capacity, and*
- *frequency of container collection.*

1. **Legal Requirements.** FRANCHISEE shall maintain all records required under law, including:

(1) records pertaining to solid waste collection, and disposal under County Code Section 20.72.160; and
(2) records under Attachment 4.

2. **Inter-jurisdictional Routes**

a. ***Acknowledgement.*** FRANCHISEE acknowledges that if FRANCHISEE erroneously attributes solid waste that FRANCHISEE collects in incorporated cities, other counties or Garbage Disposal Districts with solid waste that FRANCHISEE collects in the unincorporated areas of the COUNTY under this Agreement, then the COUNTY may be subject to fines for failure to divert solid waste from landfill disposal as required under AB 939.

b. ***Obligation.*** FRANCHISEE shall comply with 14 CCR 18808.7 and maintain records used to prepare reports submitted to COUNTY, including jurisdiction of origin necessary to determine the weight of

solid waste that FRANCHISEE collects in the service area. FRANCHISEE shall document the method by which it allocates solid waste collection route that includes a jurisdiction other than the COUNTY.

3. **Disposal Records.** FRANCHISEE acknowledges that COUNTY may need to respond to claims (including superfund claims under CERCLA) with respect to disposal of materials that FRANCHISEE handled under this Agreement. FRANCHISEE shall maintain records thereof, including:

   (1) quantity of solid waste collected under this Agreement; and
   (2) disposal location and its owner or operator (such as landfill; and incineration, composting or processing facility; or materials broker or purchaser.)

   FRANCHISEE shall retain those records for a period of at least five years after the expiration or termination of this Agreement. Thereafter, FRANCHISEE shall notify the Director at least 30 days before destroying those records.

4. **Complaint Logs.** FRANCHISEE shall enter, log, and maintain records of all complaints and their resolution in computerized format. At COUNTY'S request, FRANCHISEE shall immediately e-mail COUNTY those records and a complaining customer's subscription information.

B. **County Custody.** If the Director believes that records may be lost, discarded, or destroyed, the Director may direct the FRANCHISEE to give COUNTY access to and custody of those records. FRANCHISEE shall promptly comply.

C. **Inspection and Audit.** COUNTY, its staff and outside auditors may inspect, audit, and copy all records at FRANCHISEE'S office:

   (1) **Notice:** after advising FRANCHISEE by telephone or in writing five days in advance (or in extraordinary circumstances, less than five days),
   (2) **Day:** on any weekday (other than a County-recognized holiday), and
   (3) **Hours:** between the hours of 8 a.m. to 5 p.m. weekdays, and 8 a.m. to noon Saturdays.

   If FRANCHISEE's office is outside the COUNTY, FRANCHISEE shall promptly provide copies of those records to COUNTY at COUNTY'S offices.

   Within 30 days of COUNTY request, FRANCHISEE shall reimburse COUNTY for County's reimbursement cost of audit and copying expenses if the audit reveals a discrepancy of three percent or more between the amount contained in the records of the FRANCHISEE or a regulatory authority (such as the tons of solid

waste collected and disposed or diverted, or the amount of FRANCHISEE'S gross receipts) and:

(1) amount reported or paid to COUNTY; or
(2) amount in any representation that FRANCHISEE made or information that it submitted to COUNTY.

D. Copies. FRANCHISEE shall provide copies of Customers' names, addresses, and solid waste management service levels and charges to COUNTY promptly upon request.

E. Public Records Request. COUNTY shall notify FRANCHISEE as soon as practicable if:

(1) **Request:** COUNTY receives a request to review or copy material that FRANCHISEE has marked "Trade Secret," "Confidential", or "Proprietary" in which event FRANCHISEE may present arguments and facts to COUNTY in support of FRANCHISEE'S position that the material is entitled to an exemption from disclosure under the State Public Records Act and should not be released;
(2) **Non-Exemption:** COUNTY determines that the material is *not* entitled to an exemption from disclosure and that it must be released, in which event FRANCHISEE may seek a court order enjoining that release; and
(3) **Exemption and Action:** COUNTY determines that the material is entitled to an exemption from disclosure and the one who requested the material files a legal action seeking its release. If any legal action is filed, FRANCHISEE shall either file a motion to intervene in the action or shall accept the release of the material by COUNTY. COUNTY has no obligation to defend the action and will release the material sought, without liability to FRANCHISEE, should FRANCHISEE fail to intervene in said action.
(4) Within 30 days of following COUNTY's request, FRANCHISEE shall pay County's Reimbursement Costs incurred with respect to any Public Record Request for FRANCHISEE's documents.

SECTION 11 - COUNTY'S DIVERSION PRIORITIES

A. Acknowledgements.
FRANCHISEE acknowledges that one of COUNTY's primary reasons for entering into this Agreement is to implement recycling programs at commercial and multifamily premises. FRANCHISEE shall use its best efforts to implement measures intended to achieve COUNTY's source reduction, recycling, and waste stream diversion goals for solid waste it collects. FRANCHISEE shall use its

best efforts to divert solid waste from disposal and cooperate with COUNTY in conducting solid waste characterization studies and waste stream audits.

B. Recycling and Waste Diversion Plan.
FRANCHISEE shall implement the Recycling and Waste Diversion Plan in its Request for Statement of Qualifications. Within one year from the date of this Agreement and each following year FRANCHISEE shall submit to the Director a report demonstrating FRANCHISEE'S implementation of its Recycling and Waste Diversion Plan.

C. Scavenging- Discouragement.
FRANCHISEE shall use reasonable efforts to enforce anti-scavenging laws, including:

(1) Instituting civil actions against anyone alleged to have violated California Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than $1,000.00, whichever is greater, for each unauthorized removal, under California Public Resources Code Section 41953; and
(2) Taking actions under County Code Section 20.72.196 to discourage scavenging.

SECTION 12 - REPORTS

A. Types and Content. FRANCHISEE shall give COUNTY reports at COUNTY'S address provided for notices under Section 18C of this Agreement in format (such as electronic) and content required by COUNTY.

1. **Quarterly Reports.** Within 30 days following the end of each quarter of the year, FRANCHISEE shall submit to COUNTY a combined report for each of the prior quarters in a format satisfactory to the County. Upon COUNTY request, FRANCHISEE shall provide its customer service list, including:

(1) current and closed accounts, account numbers, and upon COUNTY further request, name associated with each account,
(2) customer addresses,
(3) level of service provided at each address,
(4) additional services provided,
(5) billing and payment dates,
(6) incidents when FRANCHISEE left non-collection notices,
(7) gross receipts from each customer, and
(8) any other information associated with franchise services as requested by the Director.

2. **Annual Report.** On or before each August 1st, FRANCHISEE shall submit a report for the prior year to COUNTY in a format and media, and with content acceptable to the County, such as vehicle lists, discussion of recycling plan implementation and updated identification of required personnel.

3. **Legally Required Reports.** FRANCHISEE shall file all reports required under law, including County Code Section 20.72.50 (Area, Services, Rates and Schedules).

4. **Improper Solicitations.** FRANCHISEE shall immediately report any attempt by a COUNTY officer or employee to solicit improper consideration (including in the form of cash; discounts; service; or the provision of travel, entertainment, or tangible gifts), to:

   (1) COUNTY manager charged with the supervision of the employee; or
   (2) the COUNTY Fraud Hotline at (800) 554-6861 or www.lacountyfraud.org.

5. **Changes in Information** FRANCHISEE shall update any information submitted in the Request for Statement of Qualifications within 30 days of any change in information, including changes in service, ownership, vehicles, or equipment.

B. **Additional Information.** Promptly upon County request FRANCHISEE shall give County information relating to this Agreement (including substantiation of information submitted in reports to COUNTY).

C. **Statements and Information.** FRANCHISEE represents that the information and documentation submitted by or on behalf of FRANCHISEE to COUNTY in connection with the following was correct and complete in all material respects at the time originally submitted and on the date of this Agreement.

   (1) applying for and securing its permit issued by the Los Angeles Department of Public Health; and
   (2) applying for and securing this Agreement.

SECTION 13 - INDEMNIFICATION.

A. **Indemnification.** FRANCHISEE shall indemnify COUNTY from and against all liabilities arising out of or in any way connected to this Agreement, including

reimbursement to COUNTY for COUNTY liabilities to a third party (such as damages resulting from a suit against COUNTY by a customer).

B. Release and Hold Harmless. FRANCHISEE shall release and hold harmless COUNTY from and against all liabilities arising out of or in any way connected to this Agreement, including not seeking reimbursement from COUNTY for Franchisee's liability to a third party (such as damages resulting from a suit against FRANCHISEE by a customer).

C. Defense. Immediately upon commencement of any lawsuits, claims, complaints, causes of actions, or other demands brought against COUNTY for liabilities arising out of or in any way connected to this Agreement, FRANCHISEE shall:

(1) defend COUNTY with counsel approved by COUNTY, or
(2) fund County Reimbursement Costs of defense.

COUNTY may retain co-counsel at its own cost and expense and FRANCHISEE shall direct FRANCHISEE's counsel to assist and cooperate with COUNTY co-counsel. FRANCHISEE is not obligated to indemnify, release, hold harmless, or defend County if County is found solely negligent by a court of competent jurisdiction after County has exhausted all appeals.

D. Definitions.
In this section, "***COUNTY***" *includes political subdivisions, agencies, entities, or organizations for which the Board of Supervisors is the governing body; their agents, officers, and employees, elected officials, assigns, volunteers, and special districts (including Garbage Disposal Districts); and each and every one of them.* They are third party beneficiaries of provisions of this indemnity.

*"**liabilities**" includes:*

(1) lawsuits, claims, complaints, cause of actions and other demands,
(2) citations, fine and other penalties,
(3) investigations (such as costs of audits) related to another type of liability (such as a fine),
(4) judgments, liens, cleanup orders, and damages in contract or tort, including the following:
- *personal injury or death, and*
- *property damage,*

(5) losses, injuries, costs and expenses (including all costs and expenses of litigation, mediation or arbitration), such as the following:
- *attorneys' fees, whether County Counsel or Franchisee's staff attorneys or outside attorneys,*
- *accountants' fees, whether County Finance Director or outside accounts,*

- *appraisers' fees,*
- *expert witness fees, and*
- *other detriments of every nature and description whatsoever, whether under State of California or federal law.*

Examples of liabilities arising out of this Agreement include operations, CalOSHA, immigration, enforcement of law, and disposal (unless COUNTY designates the disposal facility).

Reference to ***"indemnification"*** *or "**indemnity**" in this Agreement includes the indemnification, release, hold harmless or defense, or all of them, under this Section.*

SECTION 14 - INSURANCE.

A. **Insurance**. FRANCHISEE shall obtain insurance that meets the COUNTY's specifications as required by law (including County Code Section 20.70.020) and Attachment No. 3.

SECTION 15 - FINANCIAL ASSURANCE.

A. **Amount**. FRANCHISEE shall obtain a performance bond (or other financial assurance acceptable to COUNTY in its sole discretion), payable to COUNTY and meeting COUNTY'S specifications, in the largest of the following amounts:

(1) required by law (including County Code Section 20.72.040);

(2) on the date of this Agreement, in the initial amount of $25,000, which is established by the COUNTY, and in each following franchise year (or if there are less than six months in the prior franchise year, that lesser number of months), 110 percent of the following amounts FRANCHISEE paid COUNTY during the first six months of the prior year:
- franchise fees and any other amounts owed to COUNTY (such as AB 939 fees), plus
- any other amounts payable to COUNTY, plus
- any liquidated damages; or

(3) other amount prescribed by COUNTY.

The performance bond must be conditioned on faithful performance by FRANCHISEE of all the FRANCHISEE'S obligations under this Agreement, including payment obligations such as franchise fees.

B. **Surety**. The performance bond must be executed by a corporate surety licensed to transact business (admitted) as a surety in the State of California. The

corporate surety must have an A.M. Best Rating of not less than A:VII, unless otherwise approved by COUNTY.

C. **No Substitution.** The performance bond may not allow the bond surety to substitute another person to perform franchise services. The performance bond must provide for payment of moneys to COUNTY, including payment of:

(1) franchise fees;
(2) any liquidated damages, late penalty payments, or County's reimbursement costs; and
(3) any amount that FRANCHISEE paid to COUNTY, but is subsequently recovered from COUNTY in any bankruptcy or similar proceedings relating to FRANCHISEE.

SECTION 16 - BREACHES AND DEFAULTS; SUSPENSION; TERMINATION; DEBARMENT

A. Notice of Breach; Franchisee Cure.

*"**breach**" means any failure by FRANCHISEE to meet one or more of its obligations under this Agreement*

If the Director determines that FRANCHISEE is in breach, the Director may give notice to FRANCHISEE identifying and describing the breach. FRANCHISEE may request to confer with COUNTY within 30 days of FRANCHISEE's request. FRANCHISEE shall cure the breach within:

(1) 30 days from the receipt of COUNTY'S notice (or with respect to a breach of the Child Support Compliance Program, 90 days after notice by the Los Angeles County's Child Support Services Department), or
(2) a shorter period of time determined by COUNTY if COUNTY determines that the public health and safety so require.

FRANCHISEE may request additional time to correct the breach, but COUNTY may accept or reject that request in its sole discretion.

B. Defaults, Notice, Suspension and Termination

1. <u>Defaults</u>.

"default" means any of the defaults described in the table below.

2. <u>Suspension of Agreement</u>

Together with any other rights or remedies COUNTY may exercise under this Agreement, the Director may suspend this Agreement, in whole or in part, upon occurrence of default and immediate notice. The suspension shall continue only until FRANCHISEE demonstrates to COUNTY that FRANCHISEE can once again fully perform its obligations under this Agreement.

3. **Termination.** Together with any other rights or remedies that COUNTY has under this Agreement, the Director may terminate this Agreement effective on the "Termination Date" in whole or in part, upon the occurrence of any default in the following table. However, the Director in his or her sole discretion may choose any longer or shorter "Termination Date" following COUNTY notice to FRANCHISEE upon determination that the public health and safety so require:

DEFAULT		**TERMINATION DATE** (No. days following COUNTY notice to FRANCHISEE of default)
(1) Uncured or repeated breach	(1) FRANCHISEE does not cure any breach of this Agreement other than breaches listed as specific defaults in (2) – (10) of this table, within 30 days of County notice of such breach under Section 16A, *unless* due to uncontrollable circumstances; or (2) FRANCHISEE repeatedly or habitually breaches this Agreement, as determined by the Director in his or her sole discretion, whether or not a FRANCHISEE has previously cured a specific instance of failure or refusal.	30 days
(2) Failure to collect for 7 days	*Unless* due to uncontrollable circumstances, FRANCHISEE fails to provide franchise services (other than under Attachment No.2 *Roll-off Boxes*) for a period of: (1) 7 consecutive days following any scheduled collection date; or (2) 7 days in the aggregate from the date of this Agreement.	30 days

(3) Failure to collect for *more* than 7days	FRANCHISEE fails to provide franchise services for more than 7 consecutive days, whether or not due to uncontrollable circumstances	30 days
(4) Payments to County	FRANCHISEE does not fully and timely pay COUNTY any amounts under this Agreement (including payment of franchise fees and liquidated damages): (1) more than twice in any year; (2) within 30 days of dated correspondence from the COUNTY stating that payment is due; or (3) with respect to payment of a shortfall in franchise fees, within 30 days of dated correspondence from the COUNTY identifying the shortfall.	30 days
(5) Specified defaults	FRANCHISEE breaches any of its obligations under this Agreement with respect to the following: (1) Child Support Compliance Program (if not cured within 90 days of notice); (2) Compliance with ILO Convention Concerning Minimum Age for Employment; (3) Nondiscrimination; (4) County Lobbyist Ordinance, or (5) County Defaulted Property Tax Ordinance.	30 days
(6) Improper consideration	COUNTY finds that FRANCHISE offered or gave consideration, in any form, either directly or through an intermediary, to any COUNTY officer, employee, or agent: (1) with the intent of securing this Agreement; (2) with the intent of securing favorable treatment with respect to the award, amendment, or extension of this Agreement; or (3) with respect to the making of any determinations by COUNTY with respect to FRANCHISEE'S performance under this Agreement.	immediately

	Consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.	
(7) Material or repeated violation of law	(1) FRANCHISEE does not remedy a material violation of law directly or indirectly related to: • franchise services or this Agreement, • any other agreement with County, or • business administration of FRANCHISEE (such as tax or securities law violations), to the satisfaction of the applicable regulatory authority (including COUNTY when acting as a regulatory authority), within 30 days of the regulatory authority's notice, assessment, or determination of that violation. The Director in his or her sole discretion shall determine materiality. (2) FRANCHISEE repeatedly or habitually violates law, as determined by the Director in his or her sole discretion, whether or not FRANCHISEE has previously cured a specific violation of law. If FRANCHISEE is entitled to and does contest a notice, assessment, or determination of a violation by proceedings conducted in good faith, no default is deemed to have occurred until a final decision adverse to FRANCHISEE is entered.	immediately
(8) Failure to meet insurance / bond obligations	FRANCHISEE does not meet its obligations with respect to insurance and other assurances of its performance under this Agreement.	immediately

(9) Insolvency or bankruptcy	(1) FRANCHISEE becomes insolvent or files a voluntary petition to declare bankruptcy; (2) a receiver or trust is appointed for FRANCHISEE; or (3) FRANCHISEE executes an assignment for the benefit of creditors. FRANCHISEE is deemed to be ***"insolvent"*** *if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not FRANCHISEE has committed an act of bankruptcy and whether or not FRANCHISEE is insolvent within the meaning of the federal bankruptcy law or not.*	
(10) fraud, misrepresentation, or breach of warranties	During the procurement of this Agreement or after the date of this Agreement, FRANCHISEE does any of the following with respect to this Agreement or the COUNTY: 1. committed (or commits or attempts to commit) any fraud or deceit, 2. made (or makes) any intentional or material misrepresentations; 3. breaches any warranties, or 4. made or (or makes) any materially false or misleading statement, representation, or warranty.	30 days

C. **FRANCHISEE Responsibility and Debarment.** COUNTY may debar FRANCHISEE from contracting or doing business with COUNTY in the following events:

(1) after giving public notice and conducting a hearing under County Code Chapter 2.202, COUNTY determines that FRANCHISEE (or any of its subcontractors) is not responsible within the meaning of Chapter 2.202 and in accordance with COUNTY'S policy to do business with responsible contractors;

(2) FRANCHISEE does not comply with the Child Support Compliance Program under County Code Section 2.200.020; or

(3) FRANCHISEE does not comply with County Defaulted Property Tax Reduction Program. COUNTY may debar FRANCHISEE as provided in Subsection D below.

D. Termination For Breach of Warranty to Maintain Compliance With County Defaulted Property Tax Reduction Program.

1. **Acknowledgement.** FRANCHISEE acknowledges that COUNTY has established a goal of ensuring that all individuals and businesses that benefit financially from COUNTY through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers. Unless FRANCHISEE qualifies for an exemption or exclusion, FRANCHISEE warrants and certifies to the best of its knowledge, that on the date of this Agreement it is in compliance with County Code Chapter 2.206.

2. **FRANCHISEE Default.** Failure of FRANCHISEE to maintain compliance with the requirements set forth in Subsection D1 constitutes a default under Subsection B.

3. **Termination/Debarment.** Without limiting COUNTY'S available rights under any other provision of this Agreement, if FRANCHISEE fails to cure a default within ten days of COUNTY notice, COUNTY may:

   (1) terminate this Agreement under Subsection B, and
   (2) pursue debarment of FRANCHISEE pursuant to County Code Chapter 2.206 and Subsection C.

E. Convenience.

1. **COUNTY Right.**
   COUNTY may suspend or terminate all or a portion of this Agreement at any time upon determining, in its sole discretion, that suspension or termination is in its best interest.

2. **Notice.**
   Suspension or termination shall become effective on the later of the following dates:

   (1) the date that COUNTY specifies in notice to FRANCHISEE, or
   (2) Ten days after COUNTY sends the notice.

   The notice shall also specify the extent to which this Agreement is suspended or terminated.

3. **Stop Providing Franchise Services.**
   After receiving notice FRANCHISEE shall:

(1) stop providing franchise services on the date and to the extent specified in the notice or as otherwise directed by COUNTY; and
(2) continue providing franchise services to the extent (if any) specified in the notice.

SECTION 17 - ENFORCEMENT OF AGREEMENT

A. As Provided by Law. Either party may avail itself of any remedy available under law.

B. County's Additional Remedies. Without limiting COUNTY'S remedies otherwise available under this Agreement, in law or at equity, at its option COUNTY may enforce a breach in one or more of the following ways:

(1) if that breach is a default, execute alternative agreements to provide franchise services similar to those under this Agreement;
(2) seek to obtain injunctive relief and/or damages; or
(3) assess damages.

C. Injunctive Relief. FRANCHISEE acknowledges that COUNTY'S remedy of damages for a breach may be inadequate for many reasons, including the urgency of providing franchise services to protect the public health and safety. Consequently, COUNTY is entitled to all available equitable remedies, including injunctive relief.

D. Recovery of Damages. COUNTY may draw upon FRANCHISEE's performance bond or any other instrument of performance assurance to pay damages.

1. Compensatory. COUNTY may seek compensatory damages, including:

(1) amounts equal to any franchise fees, liquidated damages or other amounts that FRANCHISEE has paid to COUNTY but that are subsequently recovered from COUNTY by a trustee in bankruptcy as preferential payments or otherwise; and
(2) the full amount of any commission, percentage, brokerage or contingent fee proscribed under the County Code.

2. Liquidated. The parties acknowledge:

(1) COUNTY incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of recycling and compliance with solid waste diversion mandates;

(2) Consistent and reliable franchise services, including collection of putrescible wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well being of residents and businesses in COUNTY; and

(3) The following liquidated damages represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to COUNTY that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

SECTION	FAILURE(s)* Under cited sections	DAMAGES
3C	dispose of recyclables or mix them with refuse	$100/container
3F, 3G	deliver materials to solid waste facilities selected by FRANCHISEE or designated by COUNTY	$300/truck-delivery
4A	collect during unauthorized hours six or more times per year	$250
Through-out	provide documentation for COUNTY review or comment; or obtain any COUNTY approval, consent or other permission	$300/day per occurrence or retraction/ correction of misinformation
4B,C,D	meet service standards for litter, leaks and noise five or more times per year	$150
4F(1), (3) & (4)	return COUNTY calls, e-mails or correspondence two or more times within 30 consecutive days	$500
4F(2)	meet with COUNTY two or more times per year	$500
6B	follow waste screening protocol	$500
6D	mark any bin and roll-off box with discard prohibitions	$50
7C6	timely provide customer with Bill of Rights	$100/day per customer
7C6	timely amend its subscription orders with respect to the evergreen prohibition and customers' termination rights	$100/day per customer
7C6	terminate customer subscription upon qualifying customer's request	$100/day per customer
7D	repair or replace containers	$500
7E	collect or tag overloaded containers	$100
7F	clean up litter caused by FRANCHISEE	$100
7G	remove any graffiti within required times	$100
10A2	mis-allocate ten percent or more tons of solid waste to County	$5/route-day
10A4	enter log of/maintain/supply complaint records	$100

10A4	e-mail COUNTY complaint information six or more times/year	$100
10C	allow COUNTY to inspect, audit or copy records	$150/day
Attachment 1	any other liquidated damage in Attachment No. 1 or Attachment No. 2	As scheduled in the Attachment
Section 10; Through-out	submit complete and correct information or reports on time: (1) quarterly, (2) annually, (3) as required by AB 939 or County Code, or (4) any other time required under this Agreement.	Until corrected or completed: (1) $200/day (2) $300/day (3) $150/day (4) $100/day

*Reference to "failure" refers to each occurrence of specified breach (such as for each customer and each customer's bin and roll-off box set out site, record entry, or complaint) and not for aggregate occurrences of those breaches (such as for all customers on a given route or day).

By placing its initials below, each party specifically confirms:

(1) the accuracy of the statements made in this Subsection; and
(2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provisions prior to signing this Agreement.

FRANCHISEE COUNTY
Initial Here: _____ Initial Here: _____

E. **County's Reimbursement Costs.** FRANCHISEE shall pay COUNTY promptly upon Director's request County's reimbursement costs of:

(1) conducting a nonroutine investigation of any alleged breach; and
(2) incurred as a consequence of breach.

F. **Waiver.** COUNTY's waiver of any specific breach is not a waiver of any other breach of that same provision. COUNTY's failure to enforce this Agreement is not a waiver of any breach.

SECTION 18 - GENERAL PROVISIONS

A. **Independent Status.** FRANCHISEE is an independent entity and not an officer, agent, servant, or employee of COUNTY. This Agreement is between COUNTY and FRANCHISEE and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and FRANCHISEE, including for purposes of

workers' compensation. FRANCHISEE is solely responsible for the acts and omissions of its officers, agents, employees, and any subcontractors.

B. **Venue, Service of Process.** In the event of litigation between the parties, venue shall lie exclusively as follows with respect to litigation in California courts, trial courts located in the COUNTY, or with respect to litigation in a United States District Court, located in the Central District of California.

FRANCHISEE shall accept service of process at the address provided for notices from COUNTY under this Agreement.

C. **Notices. "notices"** (or other variations thereof, such as "notify) given by either party to the other under this Agreement must be:

(1) **Written:** in writing,
(2) **Means:** delivered by the following means (which shall be effective at the following times):
- personal delivery (effective immediately);
- sent by e-mail with "read" receipt or telecopier with "transmission" receipt (effective immediately); or
- registered or certified mail, return receipt requested, (effective three days after mailing);

(3) **Address:** addressed as follows (or to other address provided by a party, dated and acknowledged by the other party):
- with respect to the COUNTY:

County of Los Angeles
Department of Public Works
Environmental Programs Division
900 South Fremont Avenue
Alhambra, CA 91803
Attn: County's Authorized Representative: Paul Alva

Facsimile Number: 626.458.3569
E-mail: Palva@dpw.lacounty.gov

- with respect to FRANCHISEE, to the individual contact and address provided in the Request for Statement of Qualifications

SECTION 19 - DEFINITIONS AND INTERPRETATION OF AGREEMENT

A. **Definitions.** For ease of reading, most words that are defined terms in this Agreement are not capitalized. Words in this Agreement have the meanings given in the References or text of this Agreement, *regardless* of whether or not they are capitalized.

B. **Construction.** If any provision of Sections 1 through 20 of this Agreement or its References is inconsistent or conflicts with any attachment or exhibit (other than Attachments No. 1 and No. 2), then the provision governs unless the Director determines that it is contrary to the public health and safety or other public interest.

C. **Integration.** This Agreement contains the entire agreement between the parties with respect to their rights and responsibilities under this Agreement. This Agreement completely and fully supersedes all prior oral and written understandings and agreements between the parties with respect to those rights and responsibilities. However, the parties acknowledge that the following are incorporated in this Agreement by reference:

(1) portions of the Request for Statement of Qualifications referenced in this Agreement; and
(2) provisions of law under Section 4A.

D. **Governing Law.** This Agreement is governed by, and construed and enforced in accordance with, the law of the State of California, without giving effect to the State's principles of conflicts of laws.

E. **Severability.** If any provision of this Agreement (other than with respect to COUNTY designation of a solid waste facility) is ruled illegal, invalid, nonbinding or unenforceable by any court of competent jurisdiction, it is severed from this Agreement and this Agreement must be construed as if it did not exist.

F. **Interpretation.** This Agreement shall be interpreted and construed neither for nor against either party, regardless of the degree to which either party participated in its drafting. FRANCHISEE acknowledges that it determined to provide franchise services and to enter into this Agreement upon its own choice and initiative. Each party represents and warrants that it and its counsel have reviewed this Agreement. FRANCHISEE shall not make any claim against COUNTY based on any estimates, statements or interpretations made by any officer, employee, agent, or consultant of COUNTY in connection with the procurement of this Agreement, which proves to be wrong in any respect.

SECTION 20 - EXECUTION OF AGREEMENT

A. **Execution in Counterparts.** This Agreement may be signed in any number of original counterparts, which constitute but one and the same agreement.

B. **Authority to Execute.** Each party respectively warrants as follows:

(1) It has duly authorized the individual below to sign this Agreement on its behalf, and

(2) that individual has the full right, power, and authority to bind its related party to this Agreement.

IN WITNESS WHEREOF, by order of its Board of Supervisors COUNTY has caused Director of Public Works to sign this Agreement, and FRANCHISEE has caused its duly authorized officers to sign this Agreement, on the respective dates written below their names.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

Date_____

APPROVED AS TO FORM:
County Counsel

By _____
Deputy

NAME OF FRANCHISEE

By _____
President

_____
Type or Print Name

_____
Date

SIGNATURE ATTESTED:
Secretary

By _____

_____
Type or Print Name

ATTACHMENT NO. 1 (Section 3A) - FRANCHISE SERVICES

A. MANDATORY RECYCLING.

1. **Service Options.** FRANCHISEE shall provide each customer that must receive recyclables collection service under law, including provisions attached as Exhibit D, *one* of the following recycling service options without additional charge:

   (1) a one cubic yard recyclable bin, collected weekly;
   (2) if customer does not have space for storing a one cubic yard bin, then upon customer request, up to two-96 gallon recyclable carts; or
   (3) any other recycling program allowed under Exhibit D, such as processing solid waste at a MRF to recover recyclables.

   Within four months of COUNTY direction, FRANCHISEE shall also provide each customer identified by COUNTY with one of the preceding recycling service options, without charge. *For example, COUNTY may direct FRANCHISEE to provide recycling service for customers that discards less than 4 cubic yards of refuse per week.*

   FRANCHISEE shall provide recycling service whether or not customer requests it.

2. **Additional Recycling Services and Charges.** If FRANCHISEE provides service options (1) or (2) in subsection A1, within one week of a customer's request, FRANCHISEE shall provide that customer with an additional container of the type and in the capacity requested by the customer and collect it at the frequency requested by the customer. FRANCHISEE shall charge customer 1/2 of the rate it charges for the same type and capacity of refuse container and same frequency of refuse collection service. FRANCHISEE shall not identify or itemize any charge for recycling for customer, including on customers invoices.

3. **Diversion.** FRANCHISEE shall collect and recycle or otherwise divert from disposal the recyclables discarded in these containers.

B. VOLUNTARY RECYCLING. Within one week of request by a customer that is *not* subject to mandatory recycling service under Subsection A, FRANCHISEE shall provide customer the franchise services described in Subsection A above.

C. VISIT AND AUDIT. FRANCHISEE's Recycling Coordinator described in Subsection D2 (or other individual trained and supervised by the Recycling

Coordinator) shall visit the premises of FRANCHISEE's customers that are subject to mandatory recycling services under Subsection A at the following times:

(1) during the first 12 months after this franchise date, all customers; and
(2) after those first 12 months, each of those customers every other franchise year; or
(3) at the frequency required by law.

At each visit, FRANCHISEE shall conduct the following audit, without additional charge:

(1) review the customer's franchise service subscription, including the number and size of customer's bins and roll-off boxes for refuse and recyclables, respectively, and collection frequency;
(2) conduct a waste characterization by visually inspecting customer's discards and estimating amount of recyclables and refuse;
(3) note any other recycling programs, such as self-hauling recyclables to a MRF or subscribing to third-party recycling services (such as corrugated cardboard collection);
(4) develop and recommend a waste reduction and recycling plan based on business type and/or multifamily that the customer could implement to reduce and divert solid waste, as well as available solid waste diversion programs; and collection frequency, and provide a written copy of such practices;
(5) make any recommendations in writing to change the customer's franchise service subscription, including changing the number, size, and type (such as solid waste or recyclables) or collection frequency of containers in order to provide adequate refuse disposal service but also maximize recyclables diversion;
(6) check each customer's containers to monitor:
    - **Participation:** recyclables discarded in refuse containers, and
    - **Contamination:** refuse and other contaminating materials discarded in recyclables containers;
(7) Identify manufacturing or processing residual, and estimate its volume,
(8) check customer's premises for posting of educational materials required under FRANCHISEE'S Recycling and Waste Diversion Plan in its Request for Statement of Qualifications, such as recycling posters in multifamily common rooms;
(9) identify why a customer is not recycling, for example:
    - zoning conflicts,
    - lack of storage space,

- lack of markets,
- non generation of recyclable materials,
- customer with verifiable recycling program, or
- unwillingness; and

(10) Investigate other matters requested by County.

If FRANCHISEE'S auditor is unable to meet with someone at customer's premises who is authorized to order franchise services, or if a business is closed, FRANCHISEE shall leave a "Sorry we missed you card" with contact information and recycling information acceptable to COUNTY. FRANCHISEE's auditor shall note the date and time of his or her visit and return again within ten days of that date. FRANCHISEE shall visit all of its customers each year.

2. **Report.** FRANCHISEE shall submit an audit report to COUNTY quarterly or within one week of COUNTY request, including:

(1) date of visit to customer's premises;
(2) address and type of premises;
(3) the customer's service subscription at the time of the visit (including number, size, and type - such as solid waste or recyclables - or collection frequency);
(4) any FRANCHISEE recommendations to increase solid waste reduction and recycling/diversion; and
(5) any additional information requested by the Director.

FRANCHISEE shall use reasonable efforts to complete and to submit reports electronically.

3. **Information.** Within one week of COUNTY request, FRANCHISE shall submit a copy of the information on solid waste reduction and diversion practices and any recommendation that FRANCHISEE provides to any customer.

D. CUSTOMER EDUCATION AND OUTREACH

1. **Bi-annual Newsletter.** Twice each year, FRANCHISEE shall prepare promotional and educational materials/newsletters in the bilingual form required by the Director promoting solid waste reduction, recycling, and diversion. FRANCHISEE shall submit the materials to Director for review on each January 1 and July 1. Within 30 days of Director's accepting the materials FRANCHISEE shall distribute them to its customers, which may be electronically, upon customer request :

(1) via the U.S. Postal Service with prepaid postage, or

(2) door-to-door delivery service to customer's premises.

FRANCHISEE shall also distribute them to new customers together with the Customer Subscription Form and Customer Bill of Rights.

2. **Recycling Coordinator.** FRANCHISEE shall employ or retain an individual qualified to conduct customer waste surveys and developing site-specific plans for recycling, reduction, and diversion of solid waste generated by customers.

*"**Recycling Coordinator**" means the person described in this Subsection.*

E. **VEHICLES.** FRANCHISEE shall give COUNTY a list of all vehicles that FRANCHISEE uses to provide services under this Agreement on the date of this Agreement. FRANCHISEE shall give COUNTY an updated list annually or upon one week's request of COUNTY. FRANCHISEE shall provide franchise services with vehicles that comply with law, including:

(1) South Coast Air Quality Management District rules and regulations, including Rule 1193, Clean On-Road Residential and Commercial Refuse Vehicles;
(2) California Health and Safety Code Section 43000 *et seq.*, with respect to air emissions (smog checks);
(3) California Vehicle Code Section 27456b, with respect to tires;
(4) California Vehicle Code Section 34500 *et seq.*, with respect to vehicle safety, including bi-annual "BIT" inspections conducted by the California Highway Patrol;
(5) rules and regulations promulgated under the California Vehicle Code with respect to vehicle highway lighting, flashing, and warning lights, clearance lights, and warning flags;
(6) rules and regulations of the California Department of Motor Vehicles with respect to vehicle registration and weight limits;
(7) the appropriate class of drivers' licenses issued by the California Department of Motor Vehicles;
(8) Control Measure for Diesel Particulate Matter from On-road Heavy-Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 *et seq.*;
(9) 14 CCR 17341, 17342, 17343, and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment;
(10) permit conditions under County Code Section 20.68.050 , and
(11) decals

F. SPECIAL SERVICES FOR RESIDENTIAL AND MULTIFAMILY CUSTOMERS. FRANCHISEE shall provide the franchise services prescribed in this Section without additional charge to its residential and multifamily customers.

1. **Holiday Tree Collection.** FRANCHISEE shall collect, transport, process, and divert all holiday trees such as Christmas trees and Hanukkah bushes discarded at any customer's container set-out site, on or before the customer's next regularly scheduled collection day:

   (1) during the period beginning December 26 and ending January 14, or
   (2) another period established by COUNTY not to exceed three weeks, and at a Customer's request.

   Holiday trees must stripped of ornaments, garlands, tinsel, flocking, and stands.

2. **Bulky Items, E-waste, and CEDs Collection.** FRANCHISEE shall provide bulky item, E-waste and CEDs collection to customers through service option b or c in subsection F2 below and shall inform the County of the selected service option per customer through the Quarterly Report.

   a. *"bulky item".*

   *"**bulky item**" means any large item of solid waste that can be safely lifted by two individuals using a dolly, including the following:*

   (1) discarded furniture (such as chairs, sofas, mattresses and rugs);
   (2) appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing and other similar items commonly known as "white goods"); and
   (3) up to two tires per customer from passenger cars or pickup trucks.

   b. *Five On-Call Pickups Per Year Without Additional Charge; Additional Pickups.*

   FRANCHISEE shall collect no more than five bulky items and unlimited E-waste and CEDs per pick up upon 24 hours advance request of a residential or multifamily customer on that customer's next regularly scheduled collection day or other date agreed to between that customer and FRANCHISEE, at that customer's regular site for placing solid waste containers but *not* in any roadway or other public right of way. FRANCHISEE shall collect those materials without charge five times each year, but may charge amounts agreed to between FRANCHISEE and customer

for a 6th or more time that same year. "Customer" does *not* include individual tenants in a multifamily residence. FRANCHISE shall use reasonable efforts to recycle bulky items, E-waste and CEDs.

c. Annual Cleanup Event.

FRANCHISEE shall collect unlimited amounts of bulky items and E-waste and CEDs of a residential or multifamily customer on the date agreed to between that customer and FRANCHISEE, at that customer's regular site for placing solid waste containers but *not* in any roadway or other public right of way. FRANCHISEE shall collect those materials at no charge.

d. Personal Contact Annually.

At least once each year FRANCHISEE shall talk with or meet in person the owner or superintendant of a multifamily residence and schedule the annual cleanup event. Leaving voice mail messages or sending e-mails to which no one responds does *not* satisfy this obligation.

3. <u>Sharps Program</u>

a. Distribution of Storage and Mailing Containers. Within one week of a residential or multifamily customer's request or multifamily customer's tenants' request for the following franchise services, FRANCHISEE shall provide customer or tenant at that customer's premise, without additional charge to that customer, the tenant or the COUNTY, with one to four container(s) satisfactory to County that has at least a one gallon capacity for discard of sharps. On each container FRANCHISEE shall attach information acceptable to County on the manner (including locations) in which the customer or tenant can dispose of sharps in accordance with applicable law.

b. "Sharps".

*"**Sharps**" means any item generated by a residential or multifamily customer at their premises having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, including:*

(1) hypodermic, pen or intravenous needles,
(2) needles with syringes,
(3) needles from vacutainers,
(4) needles with attached tubing, and
(5) lancets.

G. SPECIAL SERVICES FOR COMMERCIAL CUSTOMERS.

1. **On-Call Pickups for Commercial Customers with Additional Charge.** FRANCHISEE shall collect unlimited amounts of bulky items, E-waste, and CEDs upon 24 hours advance request of a commercial customer who subscribes to franchise service for commercial premises, on that customer's next regularly scheduled collection day or other date agreed to between that customer and FRANCHISEE for the charge agreed to between FRANCHISEE and customer.

H. FOOD DIVERSION PLAN.

1. **Director-approved Plan.** Within three months from the date of this agreement FRANCHISEE shall give the Director a plan for diverting solid waste comprised of food waste generated at commercial customers' premises. Examples of diversion include arranging for delivery to food banks, and composting or bioconversion process. Examples of commercial customers premises include:

   (1) the following businesses identified by Office of the Assessor property use classification codes:

   - 1400-1420: Supermarkets, Small Food Stores
   - 2100-2120: Restaurants, Fast Food Restaurants (Walk Up and Drive Up)
   - 3400-3420: Food Processing Plants
   - 6100-6900: Theaters, Bowling Alleys, Athletic and Amusement Facilities
   - 7200-7202: Private Schools
   - 7500: Homes for Aged and Others, and

   (2) other businesses identified by COUNTY:

   FRANCHISEE shall incorporate Director's comments on the plan, if any, into the plan.

2. **Service.** Upon a commercial customer's request, FRANCHISEE shall provided services described in its food diversion plan, subject to agreement with the customer on any additional charge.

3. **Customer Information; Containers.** Prior to commencing service, FRANCHISEE shall:

(1) inform each applicable customer of program implementation (including discard and set-out instructions, collection schedules, commencement date and cost, if applicable); and

(2) provide customers with sufficient number and capacity of containers to store discarded food waste pending collection.

4. **Plan Implementation.** Within six months from the date of this Agreement, FRANCHISEE shall begin diverting food under its Director-accepted plan.

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ATTACHMENT NO. 2 (Section 3A) - FRANCHISE SERVICES AND SERVICE SPECIFICATIONS FOR ROLL-OFF BOXES

A. **Container delivery.** FRANCHISEE shall deliver a bin or roll-off box to any set-out site, at any time, and at a charge agreed to, between FRANCHISEE and customer. FRANCHISEE shall not leave the roll-off box or bin *unless* the customer provides FRANCHISEE with a copy of any encroachment permit required under County Code.

Customers may keep on-call roll-off boxes for five weekdays or other time as agreed to between FRANCHISEE and Customer, not counting the delivery and removal days.

B. **Container pick up.** FRANCHISEE shall pick up the bin or roll-off box at a time agreed to with customer.

C. **Diversion.** FRANCHISEE shall use reasonable efforts to divert all materials that it collects under Subsection B above. FRANCHISEE shall divert soil, rock and gravel; other C&D debris, and inert materials at the levels prescribed in County Code 20.87.040. FRANCHISEE shall transport and deliver materials that cannot be diverted to the FRANCHISEE-selected or COUNTY designated solid waste facility.

ATTACHMENT NO. 3 (Section 14) INSURANCE REQUIREMENTS

A. **PROGRAMS.** Without limiting its indemnities, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, FRANCHISEE shall provide and maintain the following programs of insurance at its own expense. Obligations under this attachment are in addition to and separate from any other obligation in this Agreement. COUNTY reserves the right to review and adjust the insurance requirements in this attachment if County determines that there have been changes in risk exposures. COUNTY makes no warranty that the insurance coverage terms, types and limits in this attachment is sufficient to protect the FRANCHISEE for liabilities that may arise from or in relation to this Agreement.

1. **Primary, Excess, Non-Contributory**. All FRANCHISEE'S insurance shall be primary with respect to any other insurance or self-insurance programs available to COUNTY.

2. **Cancellation of or Changes in Insurance.** FRANCHISEE shall provide COUNTY with, or FRANCHISEE's insurance policies shall contain a provision that COUNTY shall receive, written notice of:

    1. Cancellation of required insurance, or
    2. any change in required insurance, including
        - insurer,
        - limits of coverage,
        - term of coverage. or
        - policy period.

FRANCHISEE shall provide the written notice to COUNTY at least:

    1. days in advance of cancellation for nonpayment of premium and
    2. 30 days in advance for any other cancellation or policy change.

The written notice cannot include language with respect to "endeavor" or exculpation for "failure to do so".

3. **Noncompliance.** Neither the County's failure to obtain, nor the COUNTY'S receipt of, or failure to object to a noncomplying insurance certificate or endorsement or any other insurance documentation or information provided by the FRANCHISEE, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any obligation under this attachment. If FRANCHISEE does not provide and maintain those programs of insurance, COUNTY may elect to purchase required insurance coverage without further notice to FRANCHISEE, and COUNTY may charge FRANCHISEE any premium costs advanced by COUNTY for

that insurance and draw on the performance bond, letter, of credit, or other form of performance assurance provided by FRANCHISEE.

FRANCHISEE must comply with all terms of insurance and insurers. However, Insurance must obligate the insurer to pay COUNTY claims that are covered under the policy *even if* FRANCHISEE or COUNTY does not comply with all policy requirements or duties (such as failing to report an incident or claim in a timely manner, law, allowing operations or use of the Project not permitted under the policy, or making misrepresentations).

4. **Evidence of Insurance: COIs and copies of policies.** On the date of this Agreement and thereafter 30 days prior to each policy renewal and also within two County business days of any COUNTY request, FRANCHISEE shall deliver a certificate or certificates of insurance or other evidence of coverage acceptable to the Director at the address provided for Notices. Certificates or other evidence must:

   a. ***Agreement, Insured and Insurers***

      (1) specifically identify this Agreement by name or number;
      (2) name the insured party that matches the name of FRANCHISEE executing this Agreement; (If FRANCHISEE's direct (or indirect) parent is the named insured, the DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS in the COI must state that FRANCHISEE is also a named insured under all listed policies);
      (3) provide the full name of each insurer providing coverage and the insurer's NAIC (National Association of Insurance Commissioners) identification number,
      (4) and each insurer's financial rating.

   b. ***Types and limits*:**

      (1) Clearly evidence all coverage, types and limits required in this Agreement. Coverage may consist of a combination of primary and excess policies. Excess policies must provide coverage as broad as ("follow form" over) the underlying primary policies;
      (2) Identify standard policy forms or their equivalent.

   c. ***Attach additional endorsements*:**

      (1) ***Additional Insured Endorsements***. Include copies of the additional insured endorsements to General Liability Policy which must add COUNTY and its Special Districts, elected officials,

officers, agents, and employees as additional insureds with respect to liability arising out of ongoing and completed franchise services, and applicable with respect to liability and defense of suites arising out of FRANCHISEE'S acts or omissions, whether that liability is attributable to the FRANCHISEE or the COUNTY.

The full policy limits and scope of protection must apply to each of those additional insureds even if those limits or scope exceed the minimum required insurance specifications in this Agreement. FRANCHISEE may use an automatic additional insured endorsement if the endorsements meet the requirements of this attachment.

(2) **Waiver of Subrogation Endorsements**. Include copies of subrogation endorsements necessary to effect FRANCHISEE'S waiver of its and its insurer(s)' rights of recovery against County under all insurance, to the fullest extent permitted by law.

(3) **Primary, Excess, Non-Contributory.** All insurance must be primary with respect to any other insurance or self-insurance programs available to COUNTY.

(4) **Pollution Endorsement to Automobile Liability**, or equivalent, must remove any pollution and asbestos exclusion from the policy.

(5) **Insured-vs.-Insured.** If a policy of Insurance contains an insured-vs.-insured provision, it must be endorsed to provide cross-liability coverage as would be afforded by the standard ISO separation of insureds provision with no insured-vs.-insured exclusions or limitations.

(6) **Full Policy Limits** and scope of protection must apply to each additional insured even if those limits or scope exceed the minimum required specifications for insurance in this Agreement.

d. ***Deductibles and SIRs.*** Identify any retained losses, deductibles or self-insured retention ("SIR") exceeding $50,000 for COUNTY'S approval. FRANCHISEE'S policies shall not obligate COUNTY to pay any portion of any FRANCHISEE retained loss, deductible or SIR.

COUNTY retains the right to require FRANCHISEE to reduce any deductibles or self-insured retention as they apply to COUNTY or to require FRANCHISEE to provide a bond, letter of credit, or certificate of deposit guaranteeing payment of all retained losses and related costs, including expenses, or both, related to

investigations, claims administrations, and defense. The bond must be executed by a corporate surety licensed to transact business in the State of California; the letter of credit must be issued by a bank or other financial institution acceptable to the County; and

e. ***Signature verification.*** Include documentation acceptable to COUNTY verifying the following:

- that the individual signing or counter-signing the certificates, and at COUNTY'S request, the policies, endorsements, or other evidence of coverage, is authorized to do so, and
- identifies his or her company affiliation and title.

f. At COUNTY'S request, FRANCHISEE shall promptly provide COUNTY with complete, certified copies of any policy of insurance that FRANCHISEE must carry under this Agreement.

g. ***Claims Made/Retroactive Date.*** The policy retroactive date, which can be identified, on any insurance written on claims made basis, must precede the date of this Agreement. The effective date of each policy must not be any later than the date of this Agreement. FRANCHISEE shall maintain any claims made coverage for a period of not less than three years following expiration, termination or cancellation of this Agreement.

h. ***Text of Provisions in Blanket Policies.*** A certified copy of the provisions in each blanket policy, if any, that provides evidence satisfactory to COUNTY that the policy meets the requirements of this Agreement.

i. Without limiting its indemnification under the Agreement, FRANCHISEE assumes all obligations of the insurer providing Insurance to defend COUNTY (which might be broader than FRANCHISEE's indemnification), for the following period of time:

(1) beginning immediately upon filing any action against COUNTY that the insurer would be required to defend, until
(2) the deductible or SIR has been met and the insurer does defend COUNTY.

As soon as possible (but no longer than ten days), FRANCHISEE shall report to COUNTY when FRANCHISEE has exceeded FRANCHISEE's deductible or Self Insured Retention ("**SIR**"). Upon COUNTY request, Insurance must provide:

(1) application of insurer's defense costs to reduction of deductible or SIR; and
(2) give COUNTY right to approve a claims settlement and receive payments directly.

5. **Insurer Financial Rating.** FRANCHISEE shall secure insurance provided by an insurance company meeting the following requirements:

(1) be acceptable to COUNTY (for example, COUNTY might require that the insurer be admitted in California), and
(2) have a rating by A.M. Best Company of not less than A: VII, unless otherwise approved by COUNTY.

6. **Reporting: Incidents, Claims, or Suits; Claims Paid or Reserved:**

a. ***Notification of Incidents, Claims, or Suits.*** As soon as possible, (but no later than ten days after any of the following events) FRANCHISEE shall promptly report the following in writing to the Director:

(1) Any accident or incident relating to the franchise services involving injury or property damage that may result in the filing of an insurance claim against any insurance policy, its legal claim, or lawsuit against FRANCHISEE, any subcontractor and/or COUNTY;
(2) Any third-party claim or lawsuit filed against FRANCHISEE arising from or related to franchise Services;
(3) Any injury to a FRANCHISEE employee that occurs on COUNTY property, and
(4) Any loss, disappearance, destruction, misuse, or theft of COUNTY property, money or securities entrusted to FRANCHISEE.

FRANCHISEE shall submit its report on a COUNTY "Nonemployee Injury Report" form available by request from the COUNTY.

b. ***Claims Paid or Reserved.*** FRANCHISEE shall immediately report the following in writing to the Director if total claims (both paid and reserved) against any policy of insurance (*except* with respect to Workers' Compensation) exceed more than 80 percent of the required aggregate policy limits. (In that event, FRANCHISEE must obtain additional Insurance or provide COUNTY with financial assurance satisfactory to COUNTY in order to maintain those required policy limits.)

7. **Insurance Coverage Requirements.** FRANCHISEE shall secure and maintain insurance coverage meeting the following requirements:

(1) ***General Liability Insurance*** (written on ISO policy form CG 00 01 or its equivalent - occurrence, not claims made) with limits of not less than the following:

General Annual Aggregate:	$4 million
Products/Completed Operations Aggregate:	$4 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$2 million

The general liability policy must provide contractual liability coverage for FRANCHISEE'S indemnification of COUNTY.

(2) ***Pollution Liability Coverage*** for pollution conditions resulting from transported cargo, with annual limits of not less than $2 million per occurrence and $4 million aggregate, covering loss (including cleanup costs) that FRANCHISEE becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs, (including but not limited to, expenses required by environmental laws or incurred by Federal, State, or local governments or third parties) resulting from pollution conditions caused by transported cargo (including waste). For the purpose of this Subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, any structure on land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered. The pollution liability coverage must provide contractual liability coverage, by endorsement, if necessary, for FRANCHISEE'S indemnification of COUNTY. FRANCHISEE'S general liability policy may be endorsed to provide the required pollution liability coverage. FRANCHISEE is not required to provide this insurance if it provides franchise services only in roll-off boxes.

(3) ***Automobile Liability Coverage*** (written on ISO policy forms CA 00 12 or CA 00 20 or their equivalent - occurrence, not claims made) with a limit of liability not less than $2 million for each accident and endorsed to include pollution liability

(written on form CA 99 48 or its equivalent). The insurance must cover all vehicles used by FRANCHISEE pursuant to its operations and services and the terms of this Agreement. FRANCHISEES subject to federal regulations also shall maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

(4) ***Workers' Compensation and Employers' Liability*** insurance providing workers' compensation benefits required by the California Labor Code or by any other State labor law, and for which FRANCHISEE is responsible. In all cases, this insurance must also include Employers' Liability coverage with limits of not less than the following:

I. Each accident:	$1 million
ii. Disease - policy limit:	$1 million
iii. Disease - each employee:	$1 million

8. **Insurance Coverage Requirements for Subcontractors.** FRANCHISEE shall ensure that all subcontractors performing franchise services under this Agreement secure and maintain the insurance coverage required in Subsections B1 through 7 of this attachment by providing evidence that either:

(1) FRANCHISEE is maintaining the required insurance covering the activities of Subcontractors, or
(2) Subcontractors are maintaining the required insurance coverage.

FRANCHISE shall provide COUNTY with any subcontractor request to modify that insurance coverage and get COUNTY approval prior to modification.

C. **Compensation for County Costs.** If FRANCHISEE fails to comply with any of the Indemnification or insurance requirements of this Agreement and that failure results in any costs to COUNTY, FRANCHISEE shall pay full compensation for all County's reimbursement costs.

D. **Alternative Risk Financing Programs.** County reserves the right to review and then approve FRANCHISEE'S use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy obligations under this attachment. County and anyone named as additional insured shall be designated as an Additional Covered Party under any approved program.

ATTACHMENT NO. 4 - LABOR-RELATED PROVISIONS REQUIRED IN COUNTY CONTRACTS

A. **LABOR CODE.** FRANCHISEE and its agents and employees are bound by and shall comply with all applicable provisions of the California Labor Code as well as all other laws related to labor. FRANCHISEE acknowledges that eight hours labor constitutes a legal day's work under law. FRANCHISEE shall require work in excess of eight hours a day or 40 hours during any one week only as authorized by California Labor Code Section 1815. By and through its execution of this Agreement, FRANCHISEE represents and warrants that it is aware of and understands the provisions of California Labor Code Section 3700, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Agreement and agrees to fully comply with those provisions.

B. **CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT.** Should FRANCHISEE require additional or replacement personnel after the Execution Date, FRANCHISEE shall give consideration for any of those employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet FRANCHISEE'S minimum qualifications for the open position. COUNTY shall refer GAIN/GROW participants, by job category, to FRANCHISEE. For this purpose, "consideration" means that FRANCHISEE shall interview qualified candidates.

C. **NOTICES TO EMPLOYEES.**

1. **Regarding the Federal Earned Income Credit.** FRANCHISEE shall notify its employees, and shall require each subcontractor performing Franchise Services to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. The notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 that FRANCHISEE has attached as Franchisee Documentation.

2. **Regarding Safely Surrendered Baby Law.** FRANCHISEE acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law (SB 1368)

   a. ***Fact Sheet.*** FRANCHISEE shall notify and provide to its employees and shall require each subcontractor performing Franchise Services to notify and provide to subcontractors' employees a fact sheet regarding the Safely Surrendered Baby

Law, its implementation in the COUNTY, and where and how to safely surrender a baby. FRANCHISEE shall print and make available in every facility where its employees are present, including offices and operation yards, the fact sheet that is available at www.babysafela.org.

b. ***Poster.*** FRANCHISEE understands that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at the contractor's place of business. FRANCHISEE shall also encourage its subcontractors to post this poster in a prominent position in the subcontractors' place of business. COUNTY'S Department of Children and Family Services shall supply FRANCHISEE with the poster to be used.

3. **Regarding Child Support.** FRANCHISEE acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. FRANCHISEE further acknowledges that it is COUNTY'S policy to encourage all COUNTY contractors to voluntarily post COUNTY'S "L.A.'s Most Wanted: Delinquent Parents List" supplied by COUNTY in a prominent position at their place of business.

D. PROHIBITION AGAINST USE OF CHILD LABOR.

1. **Compliance with ILO Convention Concerning Minimum Age for Employment.** FRANCHISEE shall not knowingly sell or supply to COUNTY or Customers any products, goods, supplies, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment (the "Convention Concerning Minimum Age for Employment"). If FRANCHISEE discovers that any products, goods, supplies, or other personal property sold or supplied by FRANCHISEE to COUNTY or any Customer are produced in violation of that Convention, FRANCHISEE shall immediately provide an alternative source of supply that complies with that Convention.

2. **Provide COUNTY with Records.** At COUNTY'S request, FRANCHISEE shall provide documentation I the form required by COUNTY evidencing the country or countries of origin of any products, goods, supplies, or other personal property FRANCHISEE sells or supplies to COUNTY or any Customer in connection with Franchise Services.

3. **Provide COUNTY with Manufacturers' Certification.** At COUNTY'S request, FRANCHISEE shall provide to COUNTY the manufacturer's certification of

compliance with the Convention Concerning Minimum Age for Employment or other all-international child labor conventions.

E. NONDISCRIMINATION.

1. **Employees.** FRANCHISEE and its Affiliates shall employ qualified applicants and treat employees equally without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation and in compliance with all State of California and federal antidiscrimination laws, including in employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection of training (including apprenticeship).

2. **Subcontractors, Bidders and Vendors.** FRANCHISEE shall deal with its subcontractors, bidders, and vendors without regard to or because of race, color, national origin, ancestry, religion, sex, age, physical or mental disability, marital status, or political affiliation.

3. **Certification.** FRANCHISEE shall comply with the provisions of FRANCHISEE'S EEO Certification (Form PW-7), attached as Franchisee Documentation.

4. **Inspection of Records.** At COUNTY'S request, FRANCHISEE shall promptly allow COUNTY and its auditor's access to FRANCHISEE'S employment records at FRANCHISEE'S Office during franchisee's office hours to verify compliance with the provisions of this Subsection.

5. **Remedies for Discrimination.** If COUNTY finds that FRANCHISEE has violated any provisions of this Subsection, that violation constitutes a Franchisee default. While COUNTY reserves the right to determine independently that the antidiscrimination provisions of this Subsection have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that FRANCHISEE has violated State of California or federal antidiscrimination laws shall constitute a finding by COUNTY that FRANCHISEE has violated the antidiscrimination provisions of this Subsection.

F. SAFETY

1. **Services Safety Official.** FRANCHISEE shall designate in Franchisee Documentation a Services Safety Official who shall be thoroughly familiar with FRANCHISEE'S Injury and Illness Prevention Program (IIPP) and

Code of Safe Practices (CSP). FRANCHISEE shall ensure that the Services Safety Official is available at all times Franchise Services are provided to abate any potential safety hazards. FRANCHISEE shall give the Services Safety Official the authority and responsibility to cease performing any service if necessary to abate any potential safety hazard. If FRANCHISEE fails to designate or make available the Services Safety Official, COUNTY may direct the Franchise to cease providing Franchise Services at no cost to COUNTY until FRANCHISEE is in compliance with this Section.

2. **Safety Responsibilities.** FRANCHISEE is responsible for the safety of equipment, material, and personnel under FRANCHISEE'S control or authority during performance of Franchise Services. FRANCHISEE is solely responsible for ensuring that all work performed under this Agreement is performed in strict compliance with all laws with respect to occupational safety regulations. FRANCHISEE shall provide at its expense all safeguards, safety devices, protective equipment, and shall take all actions appropriate to providing a safe job environment.

G. **COUNTY LOBBYISTS.** FRANCHISEE and each COUNTY lobbyist or County lobbying firm as defined in County Code Section 2.160.010, retained by Franchisee shall fully comply with the County Lobbyist Ordinance. FRANCHISEE represents that no Person, including a selling agency, has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by FRANCHISEE for the purpose of securing business.

EXHIBIT A

List of Los Angeles County Unincorporated Communities

ID	NAME
1	ACTON
2	AGOURA
3	AGUA DULCE
4	ALTADENA
5	ANTELOPE ACRES
6	ARCADIA ISLANDS
8	AVOCADO HEIGHTS
9	AZUSA ISLANDS
10	BALDWIN HILLS
11	BASSETT
12	BIG PINES
13	BIG TUJUNGA
14	BOUQUET CANYON
15	CALABASAS HIGHLANDS
16	CASTAIC
17	CASTAIC JUNCTION
18	CERRITOS ISLANDS
19	CHARTER OAK
20	CITRUS
21	COVINA ISLANDS
22	DEL AIRE
23	DEL SUR
24	DEL VALLE
27	EAST PASADENA
28	EAST SAN GABRIEL
29	EL CAMINO VILLAGE
30	ELIZABETH LAKE
31	FAIRMONT
34	FOOTHILL
35	FORREST PARK
36	FRANKLIN CANYON
37	GORMAN
38	GREEN VALLEY

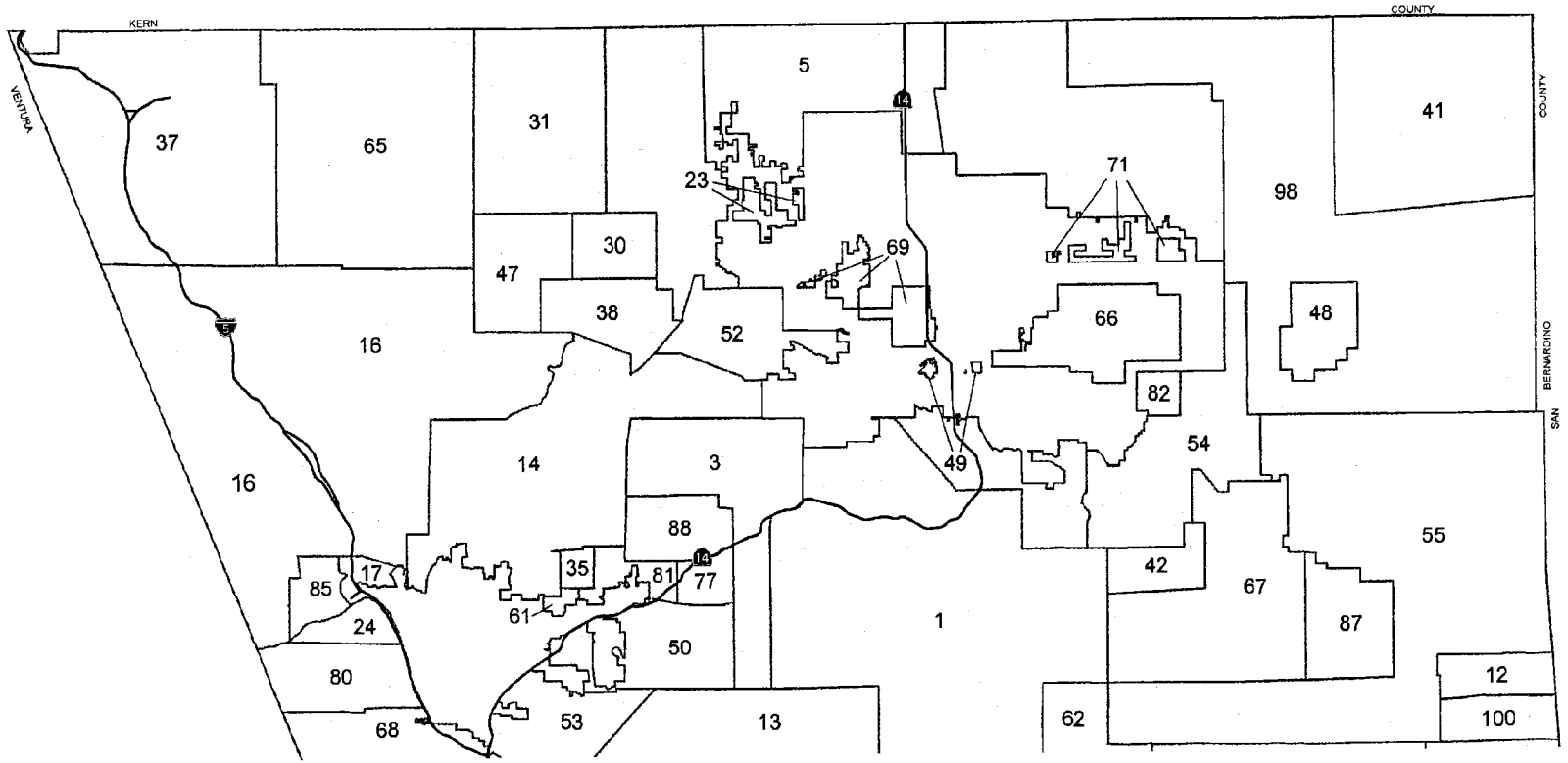
ID	NAME
39	HACIENDA HEIGHTS
40	HAWTHORNE ISLAND
41	HI VISTA
42	JUNIPER HILLS
43	KAGEL CANYON
44	LA CRESCENTA
45	LA RAMBLA
47	LAKE HUGHES
48	LAKE LOS ANGELES
49	LAKEVIEW
50	LANG
52	LEONNA VALLEY
53	LITTLE TUJUNGA
54	LITTLEROCK
55	LLANO
56	LONG BEACH ISLAND
57	LOS NIETOS
58	MALIBU VISTA
59	MARINA DEL REY
61	MINT CANYON
62	MONROVIA/DUARTE (ISLANDS)
63	MONTROSE
64	MULHOLLAND CORRIDOR CORNELL LAS VIRGENES/MALIBU CANYON MALIBU BOWL MALIBU HIGHLANDS MALIBU LAKE MALIBU/SYCAMORE CANYON MONTE NIDO TRIFUNO CANYON
65	NEENACH
66	PALMDALE AIRPORT

ID	NAME
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
77	SOLEDAD
78	SOUTH SAN GABRIEL
79	SOUTH SAN JOSE HILLS
80	STEVENSON RANCH
81	SULPHUR SPRINGS
82	SUN VILLAGE
83	TOPANGA CANYON FERNWOOD GLENVIEW SYLVIA PARK TOPANGA
84	UNIVERSAL CITY
85	VAL VERDE
86	VALINDA
87	VALYERMO
88	VASQUEZ ROCKS
89	VETERANS CENTER
92	WEST CARSON
94	WESTFIELD
95	WHITTIER ISLANDS
96	WHITTIER NARROWS
98	WILSONA GARDENS
100	WRIGHTWOOD

Garbage Disposal Districts (Excluded)

7	ATHENS (GDD)	32	FIRESTONE (GDD)	51	LENNOX (GDD)	90	VIEW PARK (GDD)	97	WILLOWBROOK (GDD)
25	EAST COMPTON (GDD)	33	FLORENCE (GDD)	60	MESA HEIGHTS (GDD)	91	WALNUT PARK (GDD)	99	WINDSOR HILLS (GDD)
26	EAST LOS ANGELES (GDD)	46	LADERA HEIGHTS (GDD)	72	ROSEWOOD (GDD)	93	WEST FOX HILLS (GDD)		

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



LEGEND

Unincorporated Community

Miles

0 3.75 7.5

This map is for planning purposes only. Los Angeles County expressly disclaims any liability for any inaccuracies which may be present in this map.

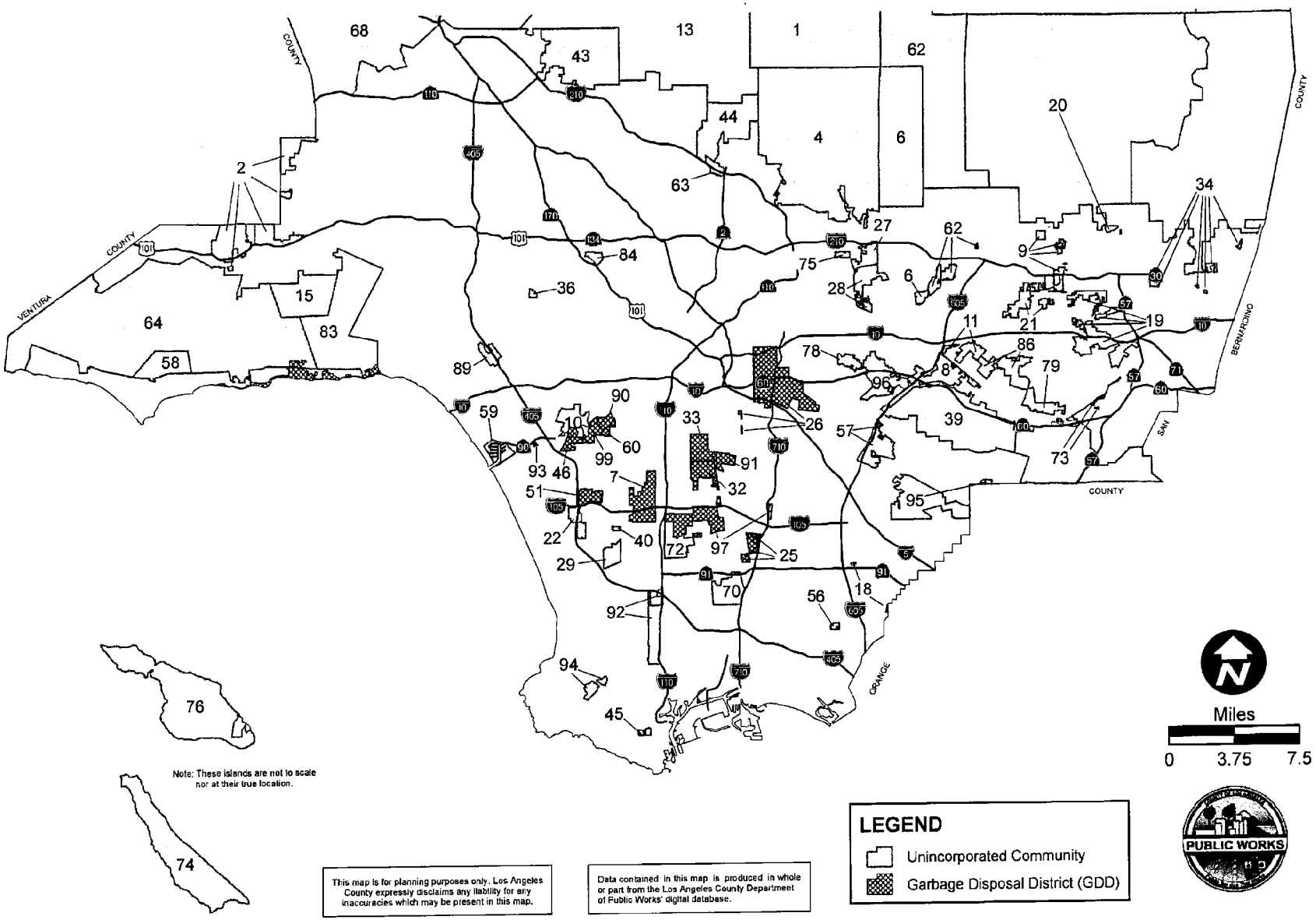
Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

REF: I:\pwmas1\impmgis 1\MPM\GIS projects\epd\SWIMS\laco_comm_no_epd.mxd DATE: 11/12/2009

Survey/Mapping & Property Management Division, Mapping & GIS Services Section

EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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Survey/Mapping | Property Management Division, Mapping | GIS Services Section

LOS ANGELES COUNTY
UNINCORPORATED COMMUNITIES MAP

ID	NAME
1	ACTON
2	AGOURA
3	AGUA DULCE
4	ALTADENA
5	ANTELOPE ACRES
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9	AZUSA ISLANDS
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16	CASTAIC
17	CASTAIC JUNCTION
18	CERRITOS ISLANDS
19	CHARTER OAK
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22	DEL AIRE
23	DEL SUR
24	DEL VALLE
25	EAST COMPTON (GDD)
26	EAST LOS ANGELES (GDD)
	BELVEDERE GARDENS
	CITY TERRACE
	EASTMONT
27	EAST PASADENA
28	EAST SAN GABRIEL
29	EL CAMINO VILLAGE
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54	LITTLEROCK
55	LLANO

ID	NAME
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59	MARINA DEL REY
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61	MINT CANYON
62	MONROVIA/DUARTE (ISLANDS)
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	CORNELL
	LAS VIRGENES/MALIBU CANYON
	MALIBU BOWL
	MALIBU HIGHLANDS
	MALIBU LAKE
	MALIBU/SYCAMORE CANYON
	MONTE NIDO
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97	WILLOWBROOK (GDD)
98	WILSONA GARDENS
99	WINDSOR HILLS (GDD)
100	WRIGHTWOOD

Note. These islands are not to scale nor at their true location.

LEGEND

- Unincorporated Community
- Garbage Disposal District (GDD)

Miles

0 5.75 11.5

PUBLIC WORKS

Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

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REF: C:\wnas1\mpmgis\MPMGIS\projects\epd\SWIMS\daco\comm\epd.mxd DATE: 11/12/2009

Survey/Mapping & Property Management Division, Mapping & GIS Services Section

EXHIBIT C

CUSTOMER BILL OF RIGHTS

CUSTOMER BILL OF RIGHTS (which COUNTY may amend)

What We Will Collect. We will collect refuse, green waste and commingled recyclables in bins and/or carts we provide. You must place refuse, recyclable materials, and green waste in the appropriate bins and/or carts. We will not pick up materials that you discard outside of bins and/or carts unless you have made previous arrangements with us, as described below.

Additional Customer Options Regarding Recyclables: Mandatory Recycling. Commercial businesses and multifamily residences that generate 4 cubic yards or more of solid waste per week are required by California law to recycle. To comply with law, you may donate or sell any or all of your recyclables to someone else, such as recycling centers or reuse enterprises or subscribe to recycling services with us. We offer the following recycling service options without additional charge:_a one cubic yard recyclable bin or up to two 96 gallon recyclable carts. Additional or larger containers will be offered at half the rate for the same type and capacity of refuse container and same frequency of refuse collection service. In addition, we will conduct annual site visits to evaluate whether your existing levels of refuse and recycling service is appropriate, and promote and implement recycling services.

We Will Not Collect Hazardous Waste or Electrical Waste. *State law prohibits disposal of hazardous materials and certain electronics in your trash.* Hazardous waste includes: most paints, pesticides, petroleum derivatives such as motor oil and solvents, batteries, thermostats, aerosol cans, fluorescent lights, and certain mercury-containing devices. Electrical waste includes "covered electronic devices" and electrically powered equipment described below under "On-Call Pickups", which you may ask us to collect separately. If we identify these items in your trash, we will tag your bin and not collect it. For additional safe and legal disposal options, call the HAZWASTE HOTLINE at (888) CLEAN-LA or visit www.ciwmb.ca.gov/HHW/info.

When We Will Collect. We will collect your containers on your scheduled collection day(s) each week. We will notify you in advance if we make a permanent change in your scheduled collection day. If your scheduled collection day falls on or after a holiday, during a holiday week, collection will be delayed by one day (Friday customers will have their collection on Saturday). We observe the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day.

Where We Will Pick Up. You must set your bin(s) at the set-out site as agreed upon unless you have roll-out service. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability and/or indemnification. We must repair or replace, to your satisfaction, damaged property, and reimburse you for cost of personal injury, caused by our negligence or willful acts or omissions. In addition to enforcing your rights under the franchise agreement, you may institute civil suits allowed under law.

EXHIBIT C

Container Enclosure Maintenance and Litter. You are responsible for keeping your container enclosure or set out site clean and in good repair. We will clean up all litter caused during collection.

Weight Limitations of Carts or Bins. We will not pick up carts weighing more than XXX or bins weighing more than: x cubic yard bin= xxx lbs, etc. (Hauler will provide max wt based on container size)

Repair/Replacement. We will repair or replace containers within 2 weeks of your request at no charge.

Five On-Call Pickups or One Annual Cleanup Event of Bulky Items and Electronics for Residential and Multi-Family Properties: We will provide one of the following service options upon your request:

(1) 5 pickups of bulky items (limit of 5 items per pick-up) and unlimited amounts of certain electronics at your request each year at no charge. If you call us at least 24 hours in advance we will collect them on your next regularly scheduled pickup day at the regular site for placing solid waste containers but *not* in any roadway or other public right of way.

(2) One annual cleanup event with a collection of unlimited amounts of bulky items and certain electronics on the date agreed to between the customer and us, at the regular site for placing solid waste containers but *not* in any roadway or other public right of way. We will collect those materials at no charge. At least once each year we will talk with or meet in person the owner or superintendant of a multi-family residence and schedule the annual cleanup event.

Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items). Electronics includes "covered electronic devices" such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens; and electrically powered equipment such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, and calculators.

On-Call Pickups for Commercial Customers with Surcharge. We will make 5 pickups of bulky items (limit of 5 items per pick-up) and unlimited amounts of certain electronics at your request each year at specified charges. If you call us at least 24 hours in advance, we will collect them on your next regularly scheduled pickup day.

When You Must Pay. (Hauler to provide billing information) Sample Language: We bill trash collection services three-months in advance. We will mail your bill on or before the 1st day of your billing period, for example, on April 1st for the billing period of April, May and June. Your bill is due no later than the last day of the first month, for example

on April 30th. If we do not receive payment by the last day of the second month, for example, May 31st, your bill will become delinquent and an additional 10% per annum fee will be added to the balance. We may terminate your service if you do not pay your service fees by the end of the billing cycle, for example, June 30th. We will charge $25 to restart the service after a service interruption and a $25 fee on returned checks.

Customer Termination Rights And Right To Self-Haul: Within six months of your new service, we will amend any written subscription order you may have with us to grant you your customer termination rights. You may terminate service without cause at any time by giving us 90 days notice if you are not delinquent in paying us any service charges. You may also terminate service immediately in the event of certain emergencies or by giving us 14 days notice, if we fail to provide service (such as missing pickup or failing to timely repair or replace carts) or we bill you incorrectly. You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

We will refund (Hauler to provide language) Sample Language: any overcharges (including advance payments for services that you subsequently cancel) within 30 days after we receive them. We will pay you interest on overcharges (other than advance payments for subsequently canceled services) at 10 percent per annum from the date the overcharged until the date refunded.

Where You Can Contact Us. You may call us regarding service or complaints Toll Free at (insert haulers number here) between Xam and Xpm weekdays, except holidays. You may come to our office located at (insert haulers office here) mail correspondence to our office address or via e-mail at (insert haulers e-mail address) If we do not satisfactorily resolve any complaint; you may call the County at 1-800-993-5844.

We Do Not Discriminate. If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

Rights Of Privacy. We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except the County or if required by law.

Thank You For Allowing (insert haulers name here) To Serve You!

EXHIBIT D

Assembly Bill No. 341

CHAPTER 476

An act to amend Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, to add Sections 40004, 41734.5, and 41780.01 to, to add Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and to add and repeal Section 41780.02 of, the Public Resources Code, relating to solid waste.

[Approved by Governor October 5, 2011. Filed with Secretary of State October 6, 2011.]

LEGISLATIVE COUNSEL'S DIGEST

AB 341, Chesbro. Solid waste: diversion.

(1) The California Integrated Waste Management Act of 1989, which is administered by the Department of Resources Recycling and Recovery, requires each city, county, and regional agency, if any, to develop a source reduction and recycling element of an integrated waste management plan containing specified components, including a source reduction component, a recycling component, and a composting component. With certain exceptions, the source reduction and recycling element of that plan is required to divert 50% of all solid waste from landfill disposal or transformation by January 1, 2000, through source reduction, recycling, and composting activities. The department is required to file an annual progress report with the Legislature by March 1 that includes specified information regarding the act.

This bill would make a legislative declaration that it is the policy goal of the state that not less than 75% of solid waste generated be source reduced, recycled, or composted by the year 2020, and would require the department, by January 1, 2014, to provide a report to the Legislature that provides strategies to achieve that policy goal and also includes other specified information and recommendations. The bill would allow the department to provide the report required by the bill in conjunction with the annual progress report, if the combined report is submitted by January 1, 2014. The bill would repeal the report requirement on January 1, 2017.

(2) Existing law requires a city, county, and city and county to incorporate the nondisposal facility element and any amendment to the element into the revised source reduction and recycling element at the time of the 5-year revision of the source reduction and recycling element. Existing law requires the department to review an amendment to a nondisposal facility element and requires a local task force to review and comment on amendments to a nondisposal facility element.

This bill would repeal those requirements. The bill would instead require a city, county, city and county, or regional agency to update all information

required to be included in the nondisposal facility element. The bill would provide that the update is not subject to approval by the department or comment and review by a local task force.

(3) Existing law requires a local agency to impose certain requirements on an operator of a large venue or event to facilitate solid waste reduction, reuse, and recycling.

This bill would require a business, defined to include a commercial or public entity, that generates more than 4 cubic yards of commercial solid waste per week or is a multifamily residential dwelling of 5 units or more to arrange for recycling services, on and after July 1, 2012.

The bill would also require a commercial waste generator to take specified actions with regard to recyclable materials.

The bill would require a jurisdiction, on and after July 1, 2012, to implement a commercial solid waste recycling program meeting specified elements but would not require the jurisdiction to revise its source reduction and recycling element if the jurisdiction adds or expands a commercial solid waste recycling program to meet this requirement. The bill would authorize a local agency to charge and collect a fee from a commercial waste generator to recover the local agency's costs incurred in complying with the commercial solid waste recycling program requirements. By requiring a jurisdiction to implement a commercial solid waste recycling program, this bill would impose a state-mandated local program.

The bill would require the department to review a jurisdiction's compliance with the above requirement as a part of the department's review of a jurisdiction's compliance with the 50% solid waste diversion requirement and would authorize the department to review a jurisdiction's compliance pursuant to a specified procedure.

(4) Existing law requires each state agency to submit an annual report to the department summarizing its progress in reducing solid waste that is due on September 1 of each year starting in 2009.

This bill would change the due date to May 1 of each year.

(5) Existing law requires an operator of a solid waste facility that wants to change the design or operation of the solid waste facility in a manner not authorized by the current permit to apply for a revised permit. Within 60 days of receipt of the application for the revised permit, the enforcement agency is required to inform the operator, and in some circumstances the department, of its determination to allow the change without revision of the permit, disallow the change, require a revision of the permit to allow the change, or require review under the California Environmental Quality Act before a decision is made.

This bill would also require the enforcement agency to give notice of its determination to allow certain changes without a revision to the permit through a modification to the permit allowed by regulations developed by the department.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

The people of the State of California do enact as follows:

SECTION 1. (a) The Legislature finds and declares both of the following:

(1) Since the enactment of the California Integrated Waste Management Act of 1989 (Division 30 (commencing with Section 40000) of the Public Resources Code), local governments and private industries have worked jointly to create an extensive material collection and recycling infrastructure and have implemented effective programs to achieve a statewide diversion rate above 50 percent.

(2) Although the state now leads the nation in solid waste reduction and recycling, the state continues to dispose of more than 40 million tons of solid waste each year, which is more than the national average on a per capita basis. Additional efforts must be undertaken to divert more solid waste from disposal in order to conserve scarce natural resources.

(b) The Legislature further finds and declares all of the following:

(1) Approximately 64 percent of the state's solid waste disposal is from commercial sources, including commercial, industrial, construction, and demolition activities. In addition, 8 percent of the state's solid waste disposal is from multifamily residential housing that is often collected along with the commercial waste stream.

(2) The state's local governments have made significant progress in reducing the amount of solid waste disposal from single-family residential sources that make up 28 percent of the state's disposal, but have faced more challenges in reducing disposal from the commercial and multifamily sources.

(3) The disposal of recyclable materials in the commercial solid waste stream prevents materials from circulating in the state economy to produce jobs and new products. Reducing the disposal of these materials will conserve landfill capacity and contribute to a reduction in greenhouse gas emissions and climate change.

(4) The state has long been a national and international leader in environmental stewardship efforts and mandating the diversion of solid waste away from disposal. Bold environmental leadership and a new approach are needed to divert commercial solid waste away from disposal.

(5) By exercising a leadership role, the state will lead the business community toward a future in which the environment and the economy both grow stronger together by recycling materials, which creates new jobs, instead of burying resources, which exit the economy forever.

(6) By requiring commercial recycling, the state will help businesses reduce costly disposal fees and reclaim valuable resources.

SEC. 2. Section 40004 is added to the Public Resources Code, to read:

40004. (a) The Legislature finds and declares all of the following:

EXHIBIT D

(1) Solid waste diversion and disposal reduction require the availability of adequate solid waste processing and composting capacity.

(2) The existing network of public and private solid waste processing and composting facilities provides a net environmental benefit to the communities served, and represents a valuable asset and resource of this state, one that must be sustained and expanded to provide the additional solid waste processing capacity that will be required to achieve the additional solid waste diversion targets expressed in Section 41780.01 and the commercial solid waste recycling requirement expressed in Section 42649.

(3) The provisions in existing law that confer broad discretion on local agencies to determine aspects of solid waste handling that are of local concern have significantly contributed to the statewide diversion rate exceeding 50 percent, and further progress toward decreasing solid waste disposal requires that this essential element of local control be preserved.

(b) It is the intent of the Legislature to encourage the development of the additional solid waste processing and composting capacity that is needed to meet state objectives for decreasing solid waste disposal by identifying incentives for local governments to locate and approve new or expanded facilities that meet and exceed their capacity needs, and to recognize local agencies that make significant contributions to the state's overall solid waste reduction and recycling objectives through the siting of facilities for the processing and composting of materials diverted from the solid waste stream.

(c) By setting new commercial solid waste recycling requirements in Section 42649, the Legislature does not intend to limit a right afforded to local governments pursuant to Section 40059, or to modify or abrogate in any manner the rights of a local government or solid waste enterprise with regard to a solid waste handling franchise or contract.

SEC. 3. Section 41730 of the Public Resources Code is amended to read:

41730. Except as provided in Section 41750.1, each city shall prepare, adopt, and, except for a city and county, transmit to the county in which the city is located a nondisposal facility element that includes all of the information required by this chapter and that is consistent with the implementation of a city source reduction and recycling element adopted pursuant to this part. The nondisposal facility element and any updates to the element shall not be subject to the approval of the county and the majority of cities with the majority of the population in the incorporated area.

SEC. 4. Section 41731 of the Public Resources Code is amended to read:

41731. Except as provided in Section 41750.1, each county shall prepare, adopt, and, except for a city and county, transmit to the cities located in the county a nondisposal facility element that includes all of the information required by this chapter and that is consistent with the implementation of a county source reduction and recycling element adopted pursuant to this part. The nondisposal facility element and any updates to the element shall not be subject to the approval of the majority of cities with the majority of the population in the incorporated area.

SEC. 5. Section 41734 of the Public Resources Code is amended to read:

41734. (a) (1) Prior to adopting a nondisposal facility element, the city, county, or regional agency shall submit the element to the task force created pursuant to Section 40950 for review and comment.

(2) Prior to adopting a regional agency nondisposal facility element, if the jurisdiction of the regional agency extends beyond the boundaries of a single county, the regional agency shall submit the element for review and comment to each task force created pursuant to Section 40950 of each county within the jurisdiction of the regional agency.

(b) Comments by the task force shall include an assessment of the regional impacts of potential diversion facilities and shall be submitted to the city, county, or regional agency and to the department within 90 days of the date of receipt of the nondisposal facility element for review and comment.

SEC. 6. Section 41734.5 is added to the Public Resources Code, to read:

41734.5. (a) Once a nondisposal facility element has been adopted, the city, county, or regional agency shall update all information required to be included in the nondisposal facility element, including, but not limited to, new information regarding existing and new, or proposed, nondisposal facilities.

(b) Updates shall be provided to the department within 30 days of any change in information.

(c) Copies of the updated information shall also be provided to the local task force and shall be appended or otherwise added to the nondisposal facility element.

(d) The local task force shall not be required to review and comment on the updates to the nondisposal facility elements.

(e) Updates to the nondisposal facility elements are not subject to approval by the department.

SEC. 7. Section 41735 of the Public Resources Code is amended to read:

41735. (a) Notwithstanding Division 13 (commencing with Section 21000), the adoption or update of a nondisposal facility element shall not be subject to environmental review.

(b) Local agencies may impose a fee on project proponents to fund their necessary and actual costs of preparing and approving updates to nondisposal facility elements.

SEC. 8. Section 41736 of the Public Resources Code is amended to read:

41736. It is not the intent of the Legislature to require cities and counties to revise their source reduction and recycling elements to comply with the requirements of this chapter.

SEC. 9. Section 41780.01 is added to the Public Resources Code, to read:

41780.01. (a) The Legislature hereby declares that it is the policy goal of the state that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter.

(b) Notwithstanding subdivision (a), the department shall not establish or enforce a diversion rate on a city or county that is greater than the 50 percent diversion rate established pursuant to Section 41780.

EXHIBIT D

SEC. 10. Section 41780.02 is added to the Public Resources Code, to read:

41780.02. (a) On or before January 1, 2014, the department shall submit a report to the Legislature that provides strategies to achieve the state's policy goal that not less than 75 percent of solid waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter, pursuant to Section 41780.01.

(b) The report shall also include all of the following:

(1) A review and update of the information required pursuant to subparagraph (A) of paragraph (4) of subdivision (c) of Section 40507, with emphasis on new and emerging trends in resource management.

(2) Identification of problematic waste streams and sources and recommendations on handling those waste streams.

(3) Evaluation of current programs and their effectiveness, and recommendations for changes to those programs.

(4) Recommendations for reprioritizing existing resources to best achieve the purpose of Section 41780.01.

(5) Recommendations for legislative changes, if any, that are necessary to achieve the goals of Section 41780.01.

(6) Report on regulatory changes, if any, that are necessary, to achieve the goals of Section 41780.01.

(7) Any other information or recommendations the department deems pertinent.

(c) The department may provide the report required pursuant to this section in conjunction with the report required pursuant to Section 40507 if the combined report is submitted on or before January 1, 2014.

(d) The department may hold public workshops to gather input from stakeholders.

(e) (1) Pursuant to Section 10231.5 of the Government Code, this section is repealed on January 1, 2017.

(2) The report shall be submitted in compliance with Section 9795 of the Government Code.

SEC. 11. Section 41800 of the Public Resources Code is amended to read:

41800. (a) Except as provided in subdivision (b), within 120 days from the date of receipt of a countywide or regional integrated waste management plan that the department has determined to be complete, or any element of the plan that the department has determined to be complete, the department shall determine whether the plan or element is in compliance with Article 2 (commencing with Section 40050) of Chapter 1 of Part 1, Chapter 2 (commencing with Section 41000), and Chapter 5 (commencing with Section 41750), and, based upon that determination, the department shall approve, conditionally approve, or disapprove the plan or element.

(b) (1) Within 120 days from the date of receipt of a city, county, or regional agency nondisposal facility element that the department has determined to be complete, the department shall determine whether the element that the department has determined to be complete is in compliance

with Chapter 4.5 (commencing with Section 41730) and Article 1 (commencing with Section 41780) of Chapter 6, and, based upon that determination, the department shall approve, conditionally approve, or disapprove the element within that time period.

(2) In reviewing the element, the department shall:

(A) Not consider the estimated capacity of the facility or facilities in the element unless the department determines that this information is needed to determine whether the element meets the requirements of Article 1 (commencing with Section 41780) of Chapter 6.

(B) Recognize that individual facilities represent portions of local plans or programs that are designed to achieve the diversion requirements of Section 41780 and therefore may not arbitrarily require new or expanded diversion at proposed facilities.

(C) Not disapprove an element that includes a transfer station or other facility solely because the facility does not contribute toward the jurisdiction's efforts to comply with Section 41780.

(c) If the department does not act to approve, conditionally approve, or disapprove an element that the department has determined to be complete within 120 days, the department shall be deemed to have approved the element.

SEC. 12. Chapter 12.8 (commencing with Section 42649) is added to Part 3 of Division 30 of the Public Resources Code, to read:

CHAPTER 12.8. RECYCLING OF COMMERCIAL SOLID WASTE

42649. (a) It is the intent of the Legislature to require businesses to recycle solid waste that they generate.

(b) It is the intent of the Legislature to allow jurisdictions flexibility in developing and maintaining commercial solid waste recycling programs.

(c) It is the intent of the Legislature to reduce greenhouse gas emissions by diverting commercial solid waste to recycling efforts and to expand the opportunity for additional recycling services and recycling manufacturing facilities in California.

42649.1. For purposes of this chapter, the following terms mean the following:

(a) "Business" means a commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint stock company, corporation, or association that is organized as a for-profit or nonprofit entity, or a multifamily residential dwelling.

(b) "Commercial solid waste" has the same meaning as defined in Section 17225.12 of Title 14 of the California Code of Regulations.

(c) "Commercial waste generator" means a business subject to subdivision (a) of Section 42649.2.

(d) "Self-hauler" means a business that hauls its own waste rather than contracting for that service.

42649.2. (a) On and after July 1, 2012, a business that generates more than four cubic yards of commercial solid waste per week or is a multifamily residential dwelling of five units or more shall arrange for recycling services, consistent with state or local laws or requirements, including a local ordinance or agreement, applicable to the collection, handling, or recycling of solid waste, to the extent that these services are offered and reasonably available from a local service provider.

(b) A commercial waste generator shall take at least one of the following actions:

(1) Source separate recyclable materials from solid waste and subscribe to a basic level of recycling service that includes collection, self-hauling, or other arrangements for the pickup of the recyclable materials.

(2) Subscribe to a recycling service that may include mixed waste processing that yields diversion results comparable to source separation.

(c) A property owner of a multifamily residential dwelling may require tenants to source separate their recyclable materials to aid in compliance with this section.

42649.3. (a) On and after July 1, 2012, each jurisdiction shall implement a commercial solid waste recycling program appropriate for that jurisdiction designed to divert commercial solid waste from businesses subject to Section 426492, whether or not the jurisdiction has met the requirements of Section 41780.

(b) If a jurisdiction already has a commercial solid waste recycling program as one of its diversion elements that meets the requirements of this section, it shall not be required to implement a new or expanded commercial solid waste recycling program.

(c) The commercial solid waste recycling program shall be directed at a commercial waste generator, as defined in subdivision (b) of Section 42649.1, and may include, but is not limited to, any of the following:

(1) Implementing a mandatory commercial solid waste recycling policy or ordinance.

(2) Requiring a mandatory commercial solid waste recycling program through a franchise contract or agreement.

(3) Requiring all commercial solid waste to go through either a source separated or mixed processing system that diverts material from disposal.

(d) The commercial solid waste recycling program shall include education, outreach to, and monitoring of, businesses. A jurisdiction shall notify a business if the business is not in compliance with Section 42649.2.

(e) The commercial solid waste recycling program may include enforcement provisions that are consistent with a jurisdiction's authority, including a structure for fines and penalties.

(f) The commercial solid waste recycling program may include certification requirements for self-haulers.

(g) The department shall review a jurisdiction's compliance with this section as part of the department's review required by Section 41825. Each jurisdiction shall report the progress achieved in implementing its commercial recycling program, including education, outreach, identification,

and monitoring, and if applicable, enforcement efforts, by providing updates in the annual report required by Section 41821.

(h) The department may also review whether a jurisdiction is in compliance with this section at any time that the department receives information that a jurisdiction has not implemented, or is not making a good faith effort to implement, a commercial recycling program.

(i) During its review pursuant to subdivision (g) or (h), the department shall determine whether each jurisdiction has made a good faith effort to implement its selected commercial recycling program. For purposes of this section, "good faith effort" means all reasonable and feasible efforts by a jurisdiction to implement its commercial recycling program. During its review, the department may include, but is not limited to, the following factors in its evaluation of a jurisdiction's good faith effort:

(1) The extent to which businesses have complied with Section 42649.2, including information on the amount of disposal that is being diverted from the businesses, if available, and on the number of businesses that are subscribing to service.

(2) The recovery rate of the commercial waste from the material recovery facilities that are utilized by the businesses, all information, methods, and calculations, and any additional performance data, as requested by the department from the material recovery facilities pursuant to Section 18809.4 of Title 14 of the California Code of Regulations.

(3) The extent to which the jurisdiction is conducting education and outreach to businesses.

(4) The extent to which the jurisdiction is monitoring businesses, and notifying those businesses that are out of compliance.

(5) The availability of markets for collected recyclables.

(6) Budgetary constraints.

(7) In the case of a rural jurisdiction, the effects of small geographic size, low population density, or distance to markets.

42649.4. (a) If a jurisdiction adds or expands a commercial solid waste recycling program to meet the requirements of Section 42649.3, the jurisdiction shall not be required to revise its source reduction and recycling element, or obtain the department's approval pursuant to Article 1 (commencing with Section 41800) of Chapter 7 of Part 1.

(b) If an addition or expansion of a jurisdiction's commercial solid waste recycling program is necessary, the jurisdiction shall update in its annual report required pursuant to Section 41821.

42649.5. (a) This chapter does not limit the authority of a local agency to adopt, implement, or enforce a local commercial solid waste recycling requirement that is more stringent or comprehensive than the requirements of this section or limit the authority of a local agency in a county with a population of less than 200,000 to require commercial solid waste recycling.

(b) This chapter does not modify, limit, or abrogate in any manner any of the following:

(1) A franchise granted or extended by a city, county, or other local government agency.

(2) A contract, license, or permit to collect solid waste previously granted or extended by a city, county, or other local government agency.

(3) The existing right of a business to sell or donate its recyclable materials.

42649.6. A local agency may charge and collect a fee from a commercial waste generator in order to recover the local agency's costs incurred in complying with this chapter.

42649.7. If the State Air Resources Board adopts regulations for commercial recycling prior to the effective date of the act of the 2011–12 Regular Session of the Legislature adding this section, those regulations shall be deemed to have been adopted by the department, and they shall be added to the department's regulations and deleted from the board's regulations as if it were a change without regulatory effect.

SEC. 13. Section 42926 of the Public Resources Code is amended to read:

42926. (a) In addition to the information provided to the department pursuant to Section 12167.1 of the Public Contract Code, each state agency shall submit an annual report to the department summarizing its progress in reducing solid waste as required by Section 42921. The annual report shall be due on or before May 1, 2012, and on or before May 1 in each subsequent year. The information in this report shall encompass the previous calendar year.

(b) Each state agency's annual report to the department shall, at a minimum, include all of the following:

(1) Calculations of annual disposal reduction.

(2) Information on the changes in waste generated or disposed of due to increases or decreases in employees, economics, or other factors.

(3) A summary of progress made in implementing the integrated waste management plan.

(4) The extent to which the state agency intends to utilize programs or facilities established by the local agency for the handling, diversion, and disposal of solid waste. If the state agency does not intend to utilize those established programs or facilities, the state agency shall identify sufficient disposal capacity for solid waste that is not source reduced, recycled, or composted.

(5) Other information relevant to compliance with Section 42921.

(c) The department shall use, but is not limited to the use of, the annual report in the determination of whether the agency's integrated waste management plan needs to be revised.

SEC. 14. Section 44004 of the Public Resources Code is amended to read:

44004. (a) An operator of a solid waste facility shall not make a significant change in the design or operation of the solid waste facility that is not authorized by the existing permit, unless the change is approved by the enforcement agency, the change conforms with this division and all regulations adopted pursuant to this division, and the terms and conditions of the solid waste facilities permit are revised to reflect the change.

(b) If the operator wishes to change the design or operation of the solid waste facility in a manner that is not authorized by the existing permit, the operator shall file an application for revision of the existing solid waste facilities permit with the enforcement agency. The application shall be filed at least 180 days in advance of the date when the proposed modification is to take place unless the 180-day time period is waived by the enforcement agency.

(c) The enforcement agency shall review the application to determine all of the following:

(1) Whether the change conforms with this division and all regulations adopted pursuant to this division.

(2) Whether the change requires review pursuant to Division 13 (commencing with Section 21000).

(d) Within 60 days from the date of the receipt of the application for a revised permit, the enforcement agency shall inform the operator, and if the enforcement agency is a local enforcement agency, also inform the department, of its determination to do any of the following:

(1) Allow the change without a revision to the permit.

(2) Allow the following changes without a revision to the permit through a modification to the permit allowed pursuant to regulations developed by the department:

(A) The proposed change is to allow a nondisposal facility to increase the amount of solid waste that it may handle and that increased amount is within the existing design capacity as described in the facility's transfer processing report and review pursuant to Division 13 (commencing with Section 21000).

(B) The proposed change is to allow a disposal facility to add a nondisposal activity to the facility that will increase the amount of solid waste that may be handled as described in the facility's report of facility information and review pursuant to Division 13 (commencing with Section 21000).

(3) Disallow the change because it does not conform with the requirements of this division or the regulations adopted pursuant to this division.

(4) Require a revision of the solid waste facilities permit to allow the change.

(5) Require review under Division 13 (commencing with Section 21000) before a decision is made.

(e) The operator has 30 days within which to appeal the decision of the enforcement agency to the hearing panel, as authorized pursuant to Article 2 (commencing with Section 44305) of Chapter 4. The enforcement agency shall provide notice of a hearing held pursuant to this subdivision in the same manner as notice is provided pursuant to subdivision (h).

(f) Under circumstances that present an immediate danger to the public health and safety or to the environment, as determined by the enforcement agency, the 180-day filing period may be waived.

(g) (1) A permit revision is not required for the temporary suspension of activities at a solid waste facility if the suspension meets either of the following criteria:

(A) The suspension is for the maintenance or minor modifications to a solid waste unit or to solid waste management equipment.

(B) The suspension is for temporarily ceasing the receipt of solid waste at a solid waste management facility and the owner or operator is in compliance with all other applicable terms and conditions of the solid waste facilities permit and minimum standards adopted by the department.

(2) An owner or operator of a solid waste facility who temporarily suspends operations shall remain subject to the closure and postclosure maintenance requirements of this division and to all other requirements imposed by federal law pertaining to the operation of a solid waste facility.

(3) The enforcement agency may impose any reasonable conditions relating to the maintenance of the solid waste facility, environmental monitoring, and periodic reporting during the period of temporary suspension. The department may also impose any reasonable conditions determined to be necessary to ensure compliance with applicable state standards.

(h) (1) (A) Before making its determination pursuant to subdivision (d), the enforcement agency shall submit the proposed determination to the department for comment and hold at least one public hearing on the proposed determination. The enforcement agency shall give notice of the hearing pursuant to Section 65091 of the Government Code, except that the notice shall be provided to all owners of real property within a distance other than 300 feet of the real property that is the subject of the hearing, if specified in the regulations adopted by the department pursuant to subdivision (i). The enforcement agency shall also provide notice of the hearing to the department when it submits the proposed determination to the department.

(B) The enforcement agency shall mail or deliver the notice required pursuant to subparagraph (A) at least 10 days prior to the date of the hearing to any person who has filed a written request for the notice with a person designated by the enforcement agency to receive these requests. The enforcement agency may charge a fee to the requester in an amount that is reasonably related to the costs of providing this service and the enforcement agency may require each request to be annually renewed.

(C) The enforcement agency shall consider environmental justice issues when preparing and distributing the notice to ensure that the notice is concise and understandable for limited-English-speaking populations.

(2) If the department comments pursuant to paragraph (1), the department shall specify whether the proposed determination is consistent with the regulation adopted pursuant to subdivision (i).

(i) (1) The department shall, to the extent resources are available, adopt regulations that implement subdivision (h) and define the term "significant change in the design or operation of the solid waste facility that is not authorized by the existing permit."

(2) While formulating and adopting the regulations required pursuant to paragraph (1), the department shall consider recommendations of the Working Group on Environmental Justice and the advisory group made pursuant to Sections 71113 and 71114 and the report required pursuant to Section 71115.

SEC. 15. Section 50001 of the Public Resources Code is amended to read:

50001. (a) Except as provided by subdivision (b), after a countywide or regional agency integrated waste management plan has been approved by the Department of Resources Recycling and Recovery pursuant to Division 30 (commencing with Section 40000), a person shall not establish or expand a solid waste facility, as defined in Section 40194, in the county unless the solid waste facility meets one of the following criteria:

(1) The solid waste facility is a disposal facility or a transformation facility, the location of which is identified in the countywide siting element or amendment to that element, which has been approved pursuant to Section 41721.

(2) The solid waste facility is a facility that is designed to recover for reuse or recycling at least 5 percent of the total volume of material received by the facility, and that is identified in the nondisposal facility element that has been approved pursuant to Section 41800 or is included in an update to that element.

(b) Solid waste facilities other than those specified in paragraphs (1) and (2) of subdivision (a) shall not be required to comply with the requirements of this section.

(c) The person or agency proposing to establish a solid waste facility shall prepare and submit a site identification and description of the proposed facility to the task force established pursuant to Section 40950. Within 90 days after the site identification and description is submitted to the task force, the task force shall meet and comment on the proposed solid waste facility in writing. These comments shall include, but are not limited to, the relationship between the proposed solid waste facility and the implementation schedule requirements of Section 41780 and the regional impact of the facility. The task force shall transmit these comments to the person or public agency proposing establishment of the solid waste facility, to the county, and to all cities within the county. The comments shall become part of the official record of the proposed solid waste facility.

(d) The review and comment by the local task force shall not be required for an update to a nondisposal facility element.

SEC. 16. No reimbursement is required by this act pursuant to Section 6 of Article XIIIB of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

O

EXHIBIT D

CalRecycle

Mandatory Commercial Recycling

Proposed Regulations

Description

New regulation covering CalRecycle's responsibilities for implementing mandatory commercial recycling (Recycling of Commercial Solid Waste) law. This rulemaking concerns recycling requirements for businesses that generate 4 cubic yards or more of commercial solid waste per week and multifamily residential dwellings with 5 or more units, requirements for local jurisdictions for education, outreach, monitoring and reporting, and CalRecycle review.

Affected Regulatory Code Sections

California Code of Regulations, Title 14, Division 7, Chapter 9.4, Article 2, commencing with Section 18836.

Status

Formal rulemaking for the proposed regulation begins October 28, 2011 with the beginning of the 45-day comment period which ends on December 12, 2011. A public hearing is scheduled for December 13, 2011, to receive comments following the initial 45-day public comment period.

Contact

You may the contact CalRecycle's Mandatory Commercial Recycling team at climatechange@calrecycle.ca.gov.

If you would like to receive an e-mail notification of developments in this rulemaking, please add your contact information to CalRecycle's Mandatory Commercial Recycling Listserv.

Planned Opportunities for Stakeholder Input

October 28, 2011: CalRecycle starts 45-day comment period for the proposed regulation, extending through December 12, 2011.

December 13, 2011 Public Hearing: CalRecycle will hold a public hearing to receive comments for the proposed regulation following the 45-day comment period .

January 2012: 15-day Public Comment Period, if needed, in response to written comments submitted to CalRecycle during the formal 45-day comment period.

February 2012 Public Meeting: The final proposed regulations will be presented at the CalRecycle public meeting.

Rulemaking Documents

Notice of Proposed Rulemaking (PDF, 324 KB), October 28, 2011. Public notice of the initial 45-day comment period.

Initial Statement of Reasons (PDF, 221 KB), October 28, 2011. A statement of the specific purpose and rationale for the program regulation.

Proposed Regulations (PDF, 246 KB), October 28, 2011. Proposed regulatory text for 45-day comment period.

Rulemaking History Prior to AB 341

Prior to the passage AB 341, CalRecycle and the ARB worked together to establish a rulemaking process for the Mandatory Commercial Recycling Measure required in the AB 32 Scoping Plan. Under a Memorandum of Understanding between the two, CalRecycle was responsible for developing, implementing, and enforcing the regulations, while ARB was responsible for adopting the regulations and providing additional enforcement if needed.

EXHIBIT D

To build the basis for the rulemaking, CalRecycle and the ARB hosted eight (8) informal workshops to solicit stakeholder feedback regarding the measure and associated draft regulations. These workshops offered an informal opportunity to talk about design and implementation issues of this measure.

While there are some distinctions between the draft regulations in this prior rulemaking effort and the commercial recycling program outlined in AB 341, the fundamental framework and principals are parallel. Therefore, CalRecycle staff has adjusted the proposed regulation for a new rulemaking, as described above to reflect the specifics of AB 341, while also carrying forward the language and details incorporated through the nearly 3-year informal stakeholder engagement process.

The following provides additional details regarding each of these workshops.

Workshop Dates

July 19, 2011, Sacramento, California

CalRecycle staff conducted a workshop seeking stakeholder input on additional staff economic analysis and changes to the proposed AB 32 Mandatory Commercial Recycling regulation since the January 19, 2011 meeting. The workshop materials and description are posted on the related CalRecycle public notice page.

January 19, 2011, Sacramento, California

At the January 19, 2011 workshop, CalRecycle and ARB staff reviewed the revised draft regulatory language (PDF, 116 KB), various related economic and environmental impact analyses, and the final draft report for the cost study on commercial recycling. Staff engaged with participants, addressing questions and collecting informal stakeholder comments related to these subjects through January 26, 2011.

September 21, 2010, Sacramento, California

In coordination with the Air Resources Board, CalRecycle focused the September 21, 2010 informal stakeholder workshop on various related analysis efforts, including the:

Cost model for economic evaluation of the proposed regulation with supplemental economic analysis

Local government cost survey

Recycling and composting GHG emission reduction factors

Environmental impacts analysis

The workshop materials are posted on the related CalRecycle public notice page. CalRecycle staff requested comments by October 8, 2010.

June 16, 2010, Sacramento, California

As part of the Materials Management and Local Assistance (MMLA) monthly public meeting agenda, CalRecycle staff engaged in an informal stakeholder workshop on the proposed AB 32 Mandatory Commercial Recycling regulation. Event information included: agenda, proposed regulations, summary of proposed regulation, background information, and presentations. CalRecycle staff requested comments by June 30, 2010.

Workshop topics included:

Introductions and general project background information.

Overview of the regulation.

Focused discussion on related issues.

Presentation of associated tools.

Next steps and timeline for formal rulemaking.

Presentations included:

Sample Mandatory Commercial Recycling Ordinance Project by Yvonne Hunter, Institute for Local Government. (Adobe PDF, 171 KB)

EXHIBIT D

Calculator to Estimate Climate, Financial, and Diversion Benefits of Zero Waste by Amity Lumper, Cascadia Consulting Group, Inc. (Adobe PDF, 940 KB)

December 15, 2009, Sacramento, California

At the December 15 CIWMB Board Meeting, CIWMB Staff presented a discussion of and request for direction on Draft Proposed Regulatory Language (Word, 106 KB) and Rulemaking Plan (Word, 74 KB).

September 15, 2009, Sacramento, California

At the September 15th CIWMB Board Meeting, CIWMB Staff presented a compilation of stakeholder input (Word, 38 KB) obtained from workshops conducted in July and August. Also presented was Staff's Draft Concepts (Word, 235 KB) for Mandatory Commercial Recycling Regulation.

July 20 and August 6, 2009, Northern and Southern California
Agenda (Adobe PDF, 358 KB) | White Paper (Adobe PDF, 948 KB)

All interested stakeholders were invited to informal stakeholder workshops on Mandatory Commercial Recycling.

Staff provided background information regarding this measure, including related legislation, support projects, and the overall timeline at two initial workshops hosted in the summer of 2009. Discussion included input on a range of issues such as thresholds, exemptions, implementation, enforcement, and costs. These are also described in the related "white paper" provided above.

In follow-up to these workshops, staff prepared and presented a summary of the informal stakeholder comment received relative to staff's draft conceptual regulatory provisions at the September 9, 2009, Strategic Policy Development Committee meeting. At this meeting, staff was directed to use these conceptual regulatory provisions as the basis for draft regulatory language to be presented and discussed at the Strategic Policy Development Committee meeting in December 2009.

Presentations

July 20, 2009
Cal EPA Headquarters Building (available via broadcast)
Sacramento, California

Sacramento County's Commercial Recycling Program by Pat Quinn (Adobe PDF, 246 KB). For more information, go to the Sacramento County Business Recycling web page.

August 6, 2009
South Coast Air Quality Management District
Diamond Bar, California

The City of Chula Vista's Commercial Recycling Ordinance by Lynn France (Adobe PDF, 1 MB). For more information, refer to the City of Chula Vista's Business Recycling Guidelines.

Mandatory Commercial Recycling Home

Last updated: October 28, 2011
Climate Change: http://www.calrecycle.ca.gov/Climate Change/
Contact: climatechange@calrecycle.ca.gov

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EXHIBIT E

Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.

B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.

C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.

D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.

E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.

G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;

B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and

C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under $50,000;

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

3. A purchase made through a state or federal contract;

4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;

5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement

6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.

7. Program agreements that utilize Board of Supervisors' discretionary funds;

8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;

10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;

14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,

3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT F

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2011)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2011 are less than $49,078 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2012.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2011 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2011 and owes no tax but is eligible for a credit of $829, he or she must file a 2011 tax return to get the $829 refund.

Can My Employees Get Advance EIC Payments?

After 2010, your employees can no longer get advance payments of the credit in their pay during the year as they could in 2010 and earlier years, because the law changed. However, if they are eligible, they will still be able to claim the credit on their tax return.

Form W-5, Earned Income Credit Advance Payment Certificate, is no longer in use.

EXHIBIT G

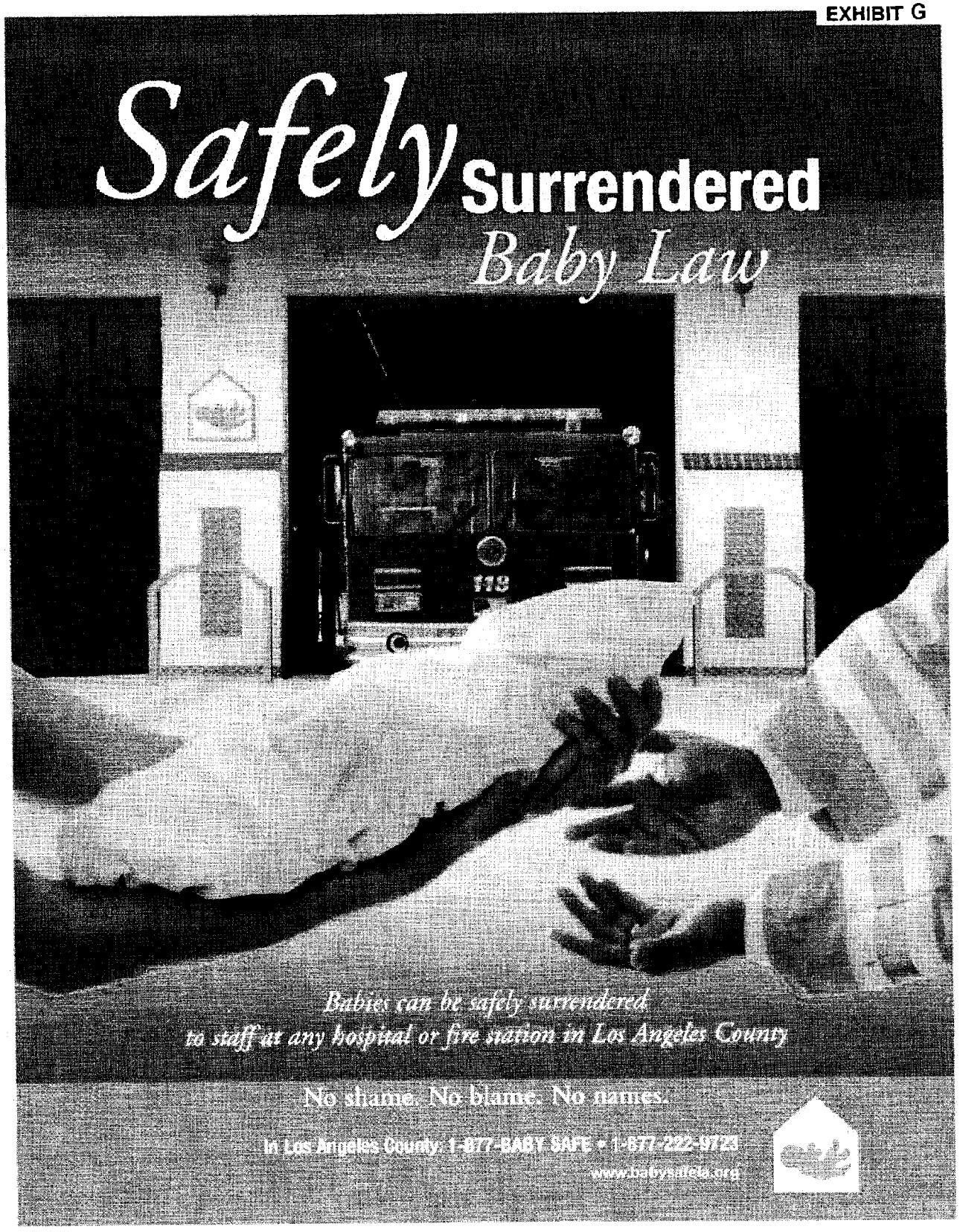

Safely Surrendered
Baby Law
113
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In Los Angeles County 1-877-BABY-SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

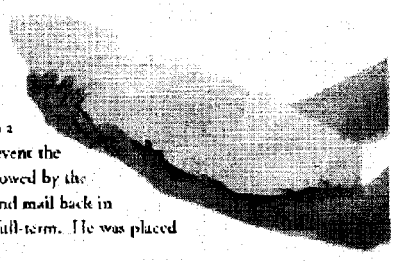
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to prevent babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

EXHIBIT G

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT G

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-229-2723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

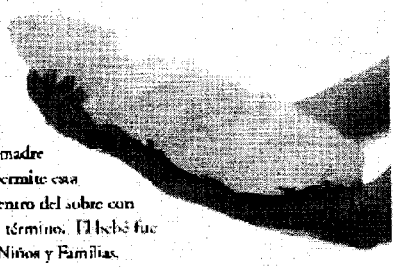
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That _____

_____

("Principal") and _____ ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of _____

_____ ($_____

_____) dollars for the payment of which sum, the Principal and Surety bind themselves, and each of their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee entitled (Title)_____

_____

(the "Franchise Agreement") for the performance of the terms, conditions, covenant and obligations and services set forth in the Franchise Agreement, including but not limited to providing Franchise services in bins or dumpsters and roll-off boxes in the unincorporated areas of Los Angeles County and payment of the applicable franchise fee; and payment of any liquidated damages assessed pursuant to the Franchise Agreement; and

WHEREAS, the Franchise Agreement is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein;

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the Principal shall well and truly perform each and every covenant and obligation in the Franchise Agreement at the time and in the manner specified in the Franchise Agreement during the term of this bond, and shall reimburse the Obligee for all loss and damage which the Obligee may sustain by reason of failure or default on the part of the Principal, then this obligation shall be void, otherwise it shall remain in full force and effect.

PROVIDED, however that this bond is subject to the following conditions and provisions:

1. This bond is for the term beginning _____ and ending _____.
2. In the event of default by the Principal in the performance of the Franchise Agreement during the term of this bond, the Surety shall be liable only for the loss to the Obligee due to damages as described in Section 15 of the Franchise Agreement. The Surety, after investigation, shall with reasonable promptness determine the amount for which it may be liable to the Obligee as soon as practicable after the amount is determined, and tender payments to the Obligee to secure substitute services, remedy damages incurred, and ensure satisfaction of all performance obligations as set forth in Section 15 of the Franchise Agreement and only for the purpose of enforcing such Franchise Agreement obligations as they pertain to this bond.
3. Except for a claim for compensatory damages as defined in Section 17, D.1 of the Franchise Agreement, no claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless it be brought or instituted and process served upon the Surety within two years after the expiration of the stated terms of this bond.
4. Neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute loss by the Obligee recoverable under this bond, notwithstanding any language in the Franchise Agreement to the contrary.
5. The bond may be extended for additional one-year terms at the option of the Surety, by Continuation Certificate executed by the Surety. Every extension must provide for continuing liability in the above amount notwithstanding any payment or recovery thereon.
6. The liability of the Surety under this bond and all Continuation Certificates shall not be cumulative and under no circumstances shall the Surety's liability exceed the penal sum stated herein.
7. No right of action shall accrue on this bond to or for the use of any person, entity or corporation other than the Obligee and this bond cannot be assigned to any other party without the written consent of the Surety.
8. Other than the Surety's right to renew this bond to extend its termination date, the Surety stipulates and agrees that any change, extension of time, alteration or addition to the terms of the Contract, including alterations in the work to be done, or increase or decrease of the material to be furnished, shall not in any

way release either the Principal or Surety, and Surety hereby waives notice of any such change, extension of time, alteration or addition.

9. In the event that suit is brought against this bond, the Surety will pay, in addition to the penal sum herein, costs and reasonable expenses and fees, including reasonable attorney's fees, as awarded and fixed by the court.

Signed and sealed this _____ day of _____ , _____.

_____	_____
Principal	Surety
BY:_____(Seal)	BY: _____(Seal)
_____	_____
Name and Title	Attorney-in-fact
BY:_____	
_____	
Name and Title	

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel
BY:

_____
Deputy

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
Environmental Programs Division
900 S. Fremont Avenue, Alhambra, CA 91803
Franchise Hotline: 800-993-5844

FREQUENTLY ASKED QUESTIONS
For
NON-EXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE
(Waste Haulers)

What are the Workshops for?
The workshops are intended to assist proposers fill out all required forms correctly and to address any potential questions or concerns that a proposer may have.

Where will the Workshops be held?
The workshops will be held by appointment at 900 South Fremont Ave., Alhambra Ca. 91803, Conference Room A.

When are the Workshops scheduled?
The Workshops will be scheduled by appointment on Friday, January 20, 2012 and Friday January 27, 2012. Please contact Mr. Jesus Castillo via email at jcastill@dpw.lacounty.gov or Mr. Benjamin Sandoval via email at bsnadoval@dpw.lacounty.gov to schedule an appointment

Is attendance at the Workshops mandatory?
No, attendance at the Workshops is not mandatory, however, it is recommended that proposers attend a workshop if assistance with completing the required forms is necessary and/or the proposer has any questions or concerns.

What to bring to the Proposers' Workshops?
Proposers should bring all required forms completed to the best of his/her ability with appropriate signing authority signatures in place.

What is the current trash collection system in the unincorporated areas?
Commercial solid waste collection services in bins or dumpsters within the unincorporated County areas are currently provided by private waste haulers through an open-market system where customers directly arrange for services with waste haulers and not with the County.

Why change the current waste collection system in the unincorporated areas?
The open-market system has been unable to meet demands due to changes in Federal and State laws, public attitudes towards protecting the environment, and customers' desire for enhanced recycling and collection services. Pursuant to State law, the County must implement a mandatory commercial recycling and waste reduction program by July 1, 2012 due to diminishing space in landfills and growing environmental concerns. In order to comply with the State's mandate, the County is required to implement a franchise system for the unincorporated areas of the County.

What do the State's mandatory commercial recycling regulations require?
Assembly Bill 341 and Assembly Bill 32 require all businesses that generate **4** cubic yards of commercial solid waste per week and multi-family properties (5 units or more) to arrange for recycling service through one of the following:

- Subscribe to service that collects recyclables separately, or
- Send materials to mixed waste processing facility that diverts recyclables, or
- Self-haul your own recyclables

What type of system will the County be implementing?
The County will be implementing a Non-Exclusive Commercial Solid Waste Collection Franchise System (non-exclusive franchise). A non-exclusive franchise is a system in which a jurisdiction allows solid waste collection services to be provided by private waste haulers but requires haulers to enter into a non-exclusive commercial franchise agreement (Agreement) with the jurisdiction, in this case the County. Under this non-exclusive franchise system, customers will have a choice of more than one waste hauler because the system is open to competition to all haulers that enter into a franchise agreement. The waste haulers deal directly with the public and businesses in competing for customers.

When did the Board of Supervisors authorize the franchise system to move forward on a countywide basis?
On September 28, 2004, the Board adopted an ordinance to authorize franchise agreements for solid waste handling services in all or part of the unincorporated areas.

What is the non-exclusive franchise system intended to do?
The franchise system is intended to:

- Enhance recycling efforts and participation by providing customers separate collection of trash, recyclables and green waste materials, offering free bulky item and electronic waste collection, and by distributing recycling and waste diversion educational outreach materials.
- Improve customer service by offering a standardized, high-level of service, based on community input and specific needs. The County will enforce service standards through daily inspection of hauler's performance and assessment of liquidated damages for not meeting the standards prescribed in the agreement.
- Improve documentation of recycling efforts by requiring the franchise waste hauler to provide collection, disposal, and recycling information. This aids the County's effort to substantiate its compliance with the State's waste reduction mandate.

Overall, the franchise system will assist the County in meeting the State mandate by increasing recycling, requiring better reporting, and providing funding for additional recycling and educational programs.

Who is required to obtain an Agreement?
All waste haulers who provide service or plan to provide service in **bins or dumpsters and roll-off boxes** to residential, multi-family, commercial, industrial and institutional properties in the unincorporated areas of Los Angeles County will be required to enter into an Agreement. Additionally, this requirement applies to all waste haulers providing roll-off and construction and demolition handling services in the unincorporated areas of the County.

How do I enter into an Agreement?
Waste haulers need to submit all documentation and forms as specified in the Request for Statement of Qualifications (RFSQ) and sign an Agreement with the County of Los Angeles, Department of Public Works.

Are there exemptions?
No, all waste haulers that intend to provide service in bins or dumpsters and roll-off boxes to customers within the unincorporated areas of the County will be required to enter into a franchise Agreement.

What do I get as proof of entering into a franchise?
Waste haulers will receive a copy of the signed Agreement between the County and the waste hauler. Also, the County will be issuing vehicle decals to franchise waste haulers that must be affixed to vehicles that will be used for collection and transport of solid waste and recyclables.

What is the term of the Agreement?
The term of this Agreement will begin on July 1, 2012 and is for seven years. The term of this Agreement will be extended for up to three additional years depending on whether the franchise waste hauler utilizes alternative fuel vehicles to provide services. The specific extension will be based on the following timetable:

50% CONVERSION DATE	EXTENDED EXPIRATION DATE
as of this franchise date / prior to July 1, 2012	June 30, 2022
prior to July 1, 2013	June 30, 2021
prior to July 1, 2014	June 30, 2020

75% CONVERSION DATE	EXTENDED EXPIRATION DATE
prior to July 1, 2015	June 30, 2022
prior to July 1, 2016	June 30, 2021
prior to July 1, 2017	June 30, 2020

Is there fee to apply for a franchise?
No, there is no submittal fee.

When will the new franchise system be implemented?
The new system will begin July 1, 2012.

What is the fee associated with being a non-exclusive solid waste collector in commercial franchise?
As consideration for the grant of a franchise awarded, franchise waste haulers will pay a franchise fee to the County in such amount as may be determined by the Board of Supervisors, expressed as a percentage of the monthly gross receipts of the franchise waste hauler arising from the use, operation, or possession of the franchise.

Who is required to pay the franchise fee?
All franchise waste haulers who provide franchise service in the unincorporated areas of Los Angeles County.

Will the County be setting the service rates?
No, service rates will be set, billed and collected by franchise waste haulers.

Can I operate in the unincorporated areas without a franchise agreement?
No, County Code Chapter 20.70.60 states that no person other than the holder of a franchise may provide solid waste handling services within the granted franchise area, in this case, the unincorporated areas of Los Angeles County. A violation of this code constitutes an infraction and any person who conducts solid waste handling services in violation of this code shall be subject to civil penalty.

If you have any questions, please call the franchise hotline at (800) 993-5844, Monday through Thursday, 7 a.m. to 5:30 p.m. or for more information please visit www.CleanLA.com.

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

February 16, 2012

REQUEST FOR STATEMENT OF QUALIFICATIONS – ADDENDUM 1
NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

Please take note of the following revisions and supplemental information to the Request for Statement of Qualifications (RFSQ). (Please note that **bold** text has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFSQ.)

This RFSQ will remain open continuously, and all qualified Proposers are strongly encouraged to submit a proposal to the County to be considered for a Franchise Agreement with a service commencement date of July 1, 2012.

Addendum

1. Part I, Section 2, Item A.5, Permits, the language has been updated to read:

   Proposers must possess a valid and active Waste Collectors Permit issued by the County Department of Public Health (Public Health) naming the Proposer as the permittee at the time of proposal submission. **If Proposer (with same tax I.D.) possesses multiple permits, Proposer should list all permits issued by Public Health and must complete Forms PW-17.1, PW-18.1, and PW-20.1 for each permit issued by the County Department of Public Health at the time of proposal submission.**

2. Form PW-17, Personnel Contact List, has been revised with Form **PW-17.1**; Forms PW-18, Solid Waste Facilities, has been revised with Form **PW-18.1**; and Form PW-20, Vehicle Information, has been revised with Form **PW-20.1**. Please use Form **PW-17.1, PW - 8.1, and PW - 20.1** when submitting your proposal.

3. Part II, Agreement, Attachment 4, Labor-Related Provisions Required in County Contracts, Item H, has been added as follows:

H. <u>County Contract Database/CARD</u>

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

If you have questions concerning the above information, please contact Mr. Jesus Castillo at (626) 458-4055, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief
Administrative Services Division

JC
P:\aspub\CONTRACT\Jesus\FRANCHISE-COMMERCIAL\2011\RFSQ 11-08-11\ADDENDUM\Addendum 1.docx

Enc.

FORM PW-17.1

PERSONNEL CONTACT LIST FOR WASTE COLLECTOR PERMIT #_____
PLEASE USE ADDITIONAL FORMS FOR EACH WASTE COLLECTOR PERMIT ISSUED

Identify key personnel and provide following information. Please verify all contact names, telephone and fax numbers, and email addresses before listing. Use additional pages if required.

You must give County notice of changes in the Personnel Contact List at least 30 days prior to the changes (if practicable), and no later than 30 days following any change.

TITLE: Owner
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: President
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: General Manager
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Operations Manager
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

PERSONNEL CONTACT LIST FOR WASTE COLLECTOR PERMIT #_____
PLEASE USE ADDITIONAL FORMS FOR EACH WASTE COLLECTOR PERMIT ISSUED

TITLE: Customer Service Supervisor
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Route Supervisor
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Recycling Coordinator
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

TITLE: Accountant/book keeper who calculates and submits franchise fee to County.
FULL NAME:
ADDRESS:
OFFICE PHONE:
CELL PHONE:
FAX:
EMAIL:
YEARS OF EXPERIENCE:

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

FORM PW-18.1

SOLID WASTE FACILITIES FOR PERMIT #_____
PLEASE USE ADDITIONAL FORMS FOR EACH WASTE COLLECTOR PERMIT ISSUED

Identify all solid waste facilities to which you deliver any materials that you collect in the unincorporated areas of the County, such as: Transfer processing stations, landfills, waste-to-energy plants, MRFs, composting facilities, conversion facilities and recycling brokers / companies (including e-waste). Attach additional sheets if necessary.

CATEGORY	FACILITY MATERIALS TAKEN TO				
REFUSE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ Routes are pre-registered based on the route number, percentage allocation, and jurisdiction of origin.	□ Solid waste materials are weighed at the certified scales before entering the facility.	□ The exact net weight of the material collected is allocated to the jurisdiction(s) from which the material was collected from.	□ The solid waste collected is then unloaded on the floor and prepared for processing.	□ On a monthly basis, the facility will reconcile each load with weight records and allocations
REFUSE **(if applicable)**	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ Routes are pre-registered based on the route number, percentage allocation, and jurisdiction of origin.	□ Solid waste materials are weighed at the certified scales before entering the facility.	□ The exact net weight of the material collected is allocated to the jurisdiction(s) from which the material was collected from.	□ The solid waste collected is then unloaded on the floor and prepared for processing.	□ On a monthly basis, the facility will reconcile each load with weight records and allocations
RECYCLABLES	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ A waste characterization is conducted to allocate each type of recovered and recycled material and all process residue by weight.	□ Each vehicle is weighed at the certified scales and a tare weight is captured.	□ The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion.	□ Each outbound commodity weight is collected and reconciled with the waste characterization for the facility.	□ All residue materials are tracked based upon the waste characterization and allocated to the appropriate jurisdiction

RECYCLABLES (if applicable)	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ A waste characterization will provide for the allocation of each and all materials by weight.	□ Each vehicle is weighed at the certified scales and a tare weight is captured.	□ The materials are then delivered to the processing area where all materials are sorted and processed for optimum diversion.	□ Each outbound commodity weight is collected and reconciled with the waste characterization for the facility.	□ All residue materials are tracked based upon the waste characterization and allocated to the appropriate jurisdiction
GREEN WASTE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ Green waste materials will be collected and transported in the same manner as solid waste.	□ The green waste will be hauled from the truck directly to the facility.	□ Each load of green waste delivered will be allocated based upon tare weights on tons delivered.	□ The facility will use the green waste as Alternative Daily Cover (ADC) program.	
BULKY ITEMS	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ The facility will record all bulky items delivered and recovered.	□ The facility will report all materials based upon the jurisdiction of generation.		□ All materials recovered are allocated based upon weight and jurisdiction of generation.	
ELECTRONIC WASTE	Name of Facility: Address: Telephone:				
Materials accepted:					
Materials rejected:					

Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ All electronic weight are weighted and allocated per commodity type and weight.		□ All materials recovered under this program are recorded and reported back to us and the State of California
CONSTRUCTION AND DEMOLITION DEBRIS	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ The facility will record all C&D delivered and recovered.	□ The facility will report all materials based upon the jurisdiction of generation.	□ All materials recovered are allocated based upon weight and jurisdiction of generation.
FOOD WASTE	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue. Check all that apply.	□ The facility will record all food waste delivered and recovered.	□ The facility will report all materials based upon the jurisdiction of generation.	□ All materials recovered are allocated based upon weight and jurisdiction of generation.
OTHER **(please specify)** _____	Name of Facility: Address: Telephone:		
Materials accepted:			
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue.			

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

VEHICLE INFORMATION FOR PERMIT #_____
PLEASE USE ADDITIONAL FORMS FOR EACH WASTE COLLECTOR PERMIT ISSUED

Promptly update the following information as you replace listed vehicles.

MAINTENANCE YARD or other storage location (where you park vehicles either overnight or when not in use)

Street address: _____ City: _____

VEHICLE INVENTORY LIST: (Each vehicle that you will use in the unincorporated area of the County to collect, transport, and discharge solid waste), including **primary** and **backup** vehicles. (**Please make additional copies if needed**)

County will issue you this number of decals which you must place on each vehicle.

Make	Model (Front, rear loader, etc.)	Year	Fuel Type (CNG, Diesel, etc.)	Capacity (Tons)	Vehicle Identification No. (VIN#)	Vehicle License No.	Percentage vehicle will be servicing within unincorporated County areas

Name of person signing form: _____ Title: _____

Signed _____ Date: _____

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

GAIL FARBER, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: AS-0

March 13, 2012

REQUEST FOR STATEMENT OF QUALIFICATIONS – ADDENDUM 2
NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

Please take note of the following revisions and supplemental information to the Request for Statement of Qualifications (RFSQ). (Please note that **bold** text has been added, and any text that has a ~~strikethrough~~ has been deleted from the RFSQ.)

This RFSQ will remain open continuously, and all qualified Proposers are strongly encouraged to submit a proposal to the County to be considered for a Franchise Agreement. Proposal submissions will be handled on a first-come, first-served basis. If you have not already done so, please submit your proposal as soon as possible.

Addendum

1. Part II, Agreement, Exhibits, Exhibit I has been added (enclosed).

   I. **Exhibit I – Supplemental Forms to the Agreement**

If you have questions concerning the above information, please contact Mr. Jesus Castillo at (626) 458-4055, Monday through Thursday, 7 a.m. to 5:30 p.m.

Very truly yours,

GAIL FARBER
Director of Public Works

GHAYANE ZAKARIAN, Chief for
Administrative Services Division

JC
P:\aspub\CONTRACT\Jesus\FRANCHISE-COMMERCIAL\2011\RFSQ 11-08-11\ADDENDUM\Addendum 2.doc

Enc.

EXHIBIT I – FRANCHISEE DOCUMENTATION
All Forms listed herein are incorporated to constitute the AGREEMENT

1. Form PW-1 Verification of Proposal
2. Form PW-2 Conflict of Interest Certification
3. Form PW-5 Proposer's Equal Opportunity Certification
4. Form PW-6 List of Subcontractors
5. PW-8 Gain and Grow Employment Commitment
6. PW-10 Charitable Contributions Certification
7. PW-13 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
8. PW-14 Recycling and Waste Diversion Plan
9. PW-15 Subscription Order Template
10. PW-16 Unpermitted Waste Screening Protocol
11. PW-17 (PW-17.1 for multiple permit vendors) Personnel Contact List
12. PW-18 (PW-18.1 for multiple permit vendors) Solid Waste Facilities
13. PW-19 Service Areas Checklist
14. PW-20 Vehicle Information (PW-20.1 for multiple permit vendors)

ENCLOSURE E

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

NEGATIVE DECLARATION FOR NON-EXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

DRAFT NEGATIVE DECLARATION
FOR
Franchise Commercial Agreements for Solid Waste Collection System

I. Location and Brief Description

The project consists of franchise agreements between the County of Los Angeles and selected waste collectors to provide refuse, green waste, and recyclables collection services to commercial (business and industrial establishments) and multi-family property owners in the following unincorporated areas of the County of Los Angeles:

- Altadena/Kinneloa Mesa,
- East Charter Oak/East Ramona/Foothill/Spadra,
- East Pasadena/East San Gabriel/East Arcadia/Royal Oaks,
- Hacienda Heights,
- Agua Dulce/Acton,
- Desert,
- Gorman/Neenach/Del Sur/Green Valley/Leona Valley/Quartz Hill,
- Littlerock/Pearblossom/Wilsona/Llano,
- Castaic/Newhall/Stevenson Ranch/Valencia/Canyon Country/Saugus,
- Chatsworth/Sunland/North Agoura/West Hills,
- Antelope,
- Lamanda,
- Ocean View/La Rambla/ West Carson,
- Pioneer/Bonner,
- Dominguez/West Compton/Athens Village/East Compton,
- El Camino Village/Del Aire/Alondra Park,
- Marina Del Rey/Ladera Heights,
- Franklin/Doheny/Universal/Veterans Admin Center/Gilmore,
- North East Bay and Mountain,
- North West Bay and Mountain,
- Avocado Heights,
- Bassett/Valinda/South San Jose Hills,
- Citrus/Charter Oak/Ramona,
- La Crescenta,
- Rowland Heights,
- South San Gabriel,
- South Whittier,
- West Whittier

Solid waste collection services in the unincorporated areas of the County of Los Angeles are currently provided either through an open-market system in which property owners arrange directly for services with the waste haulers of their choice, garbage disposal districts, or through the franchise solid waste collection system. The County of Los Angeles is proposing to change existing commercial solid waste collection services for certain County unincorporated areas from an open-market

system to a franchise system. Franchisees would be required to provide automated collection services and to offer separate green waste and recyclables collection.

On September 28, 2004, the County Board of Supervisors adopted Ordinance No. 2004-0055. This ordinance authorizes the award of nonexclusive, partially exclusive, or wholly exclusive franchise agreements for solid waste collection services in all or part of the unincorporated territory of the County, in accordance with California Public Resources Section 40059, for the purpose of assisting the County in achieving compliance with the State's waste diversion requirements and improving the quality and efficiency of solid waste collection services in the unincorporated territory.

On October 3, 2006, the County Board of Supervisors adopted a Negative Declaration for exclusive Franchise Agreements for residential solid waste collection services in eight County unincorporated areas.

The County Department of Public Works will issue requests for proposals for non-exclusive franchise agreements to provide commercial solid waste collection services in these unincorporated areas. Each of these areas is currently served by one or more commercial waste collectors. All commercial waste collectors are required to provide green waste and recyclables collection services. Green waste and recyclables collection services are permitted to be provided either by separate collection, necessitating the use of three vehicles per route, or by commingled collection that is taken to a materials recovery facility (MRF) for separation.

A non-exclusive franchise is proposed to be awarded for each of these areas. Each waste hauler to be awarded a franchise would be required to enter into a franchise agreement with the County and comply with the County's requirements. The franchise agreements incorporate a standard scope of services with modifications as needed to reflect each community's unique characteristics and needs as well as reporting and customer service requirements and provisions to enhance the County's enforcement of waste collection requirements. Multi-family residential and commercial property owners in the franchise areas would arrange directly with the franchisee for waste collection services unless they choose to self-haul. Multi-family property owners in the franchise areas may arrange directly with the franchisee for waste collection services.

The project is anticipated to increase diversion of green waste and recyclable materials, reduce pollution from collection vehicle exhaust, reduce employee injuries, increase customer services and customer service accountability, improve Assembly Bill 939 program implementation performance and reporting accuracy, and facilitate more efficient enforcement of waste collection laws. The project specifics are detailed in the requests for proposals described above and the draft franchise agreement attached to the requests for proposals.

Waste collectors operating pursuant to a franchise agreement would perform franchise services in accordance with the laws governing the safe collection, transport, recycling and disposal of residential solid waste.

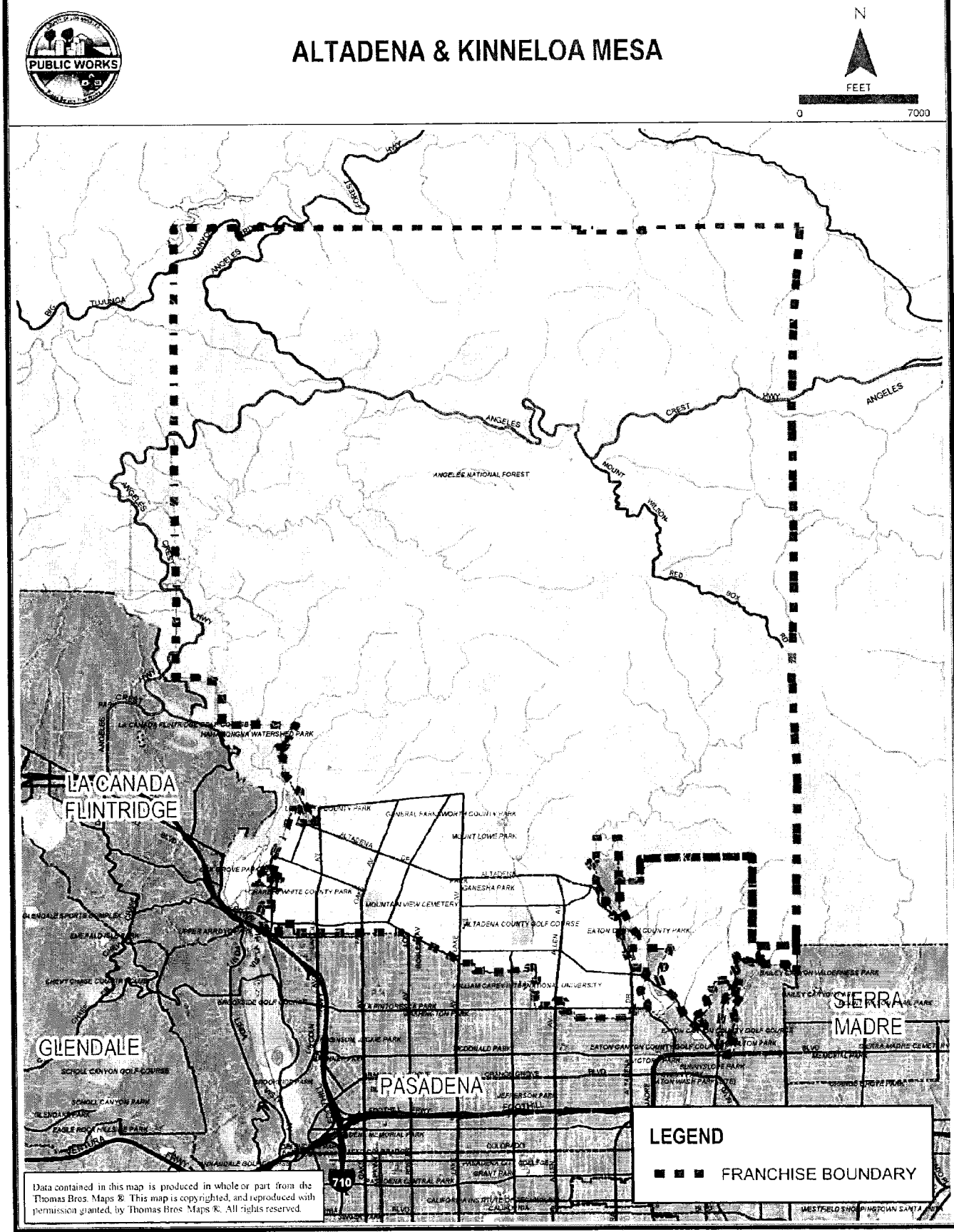
II. Mitigation Measures Included in the Project to Avoid Potentially Significant Effects

No significant effects are identified.

III. Finding of No Significant Effect

Based on the attached Initial Study and Attachment A - Discussion of Environmental Factors, it has been determined that the project will not have a significant effect on the environment.

ALTADENA & KINNELOA MESA



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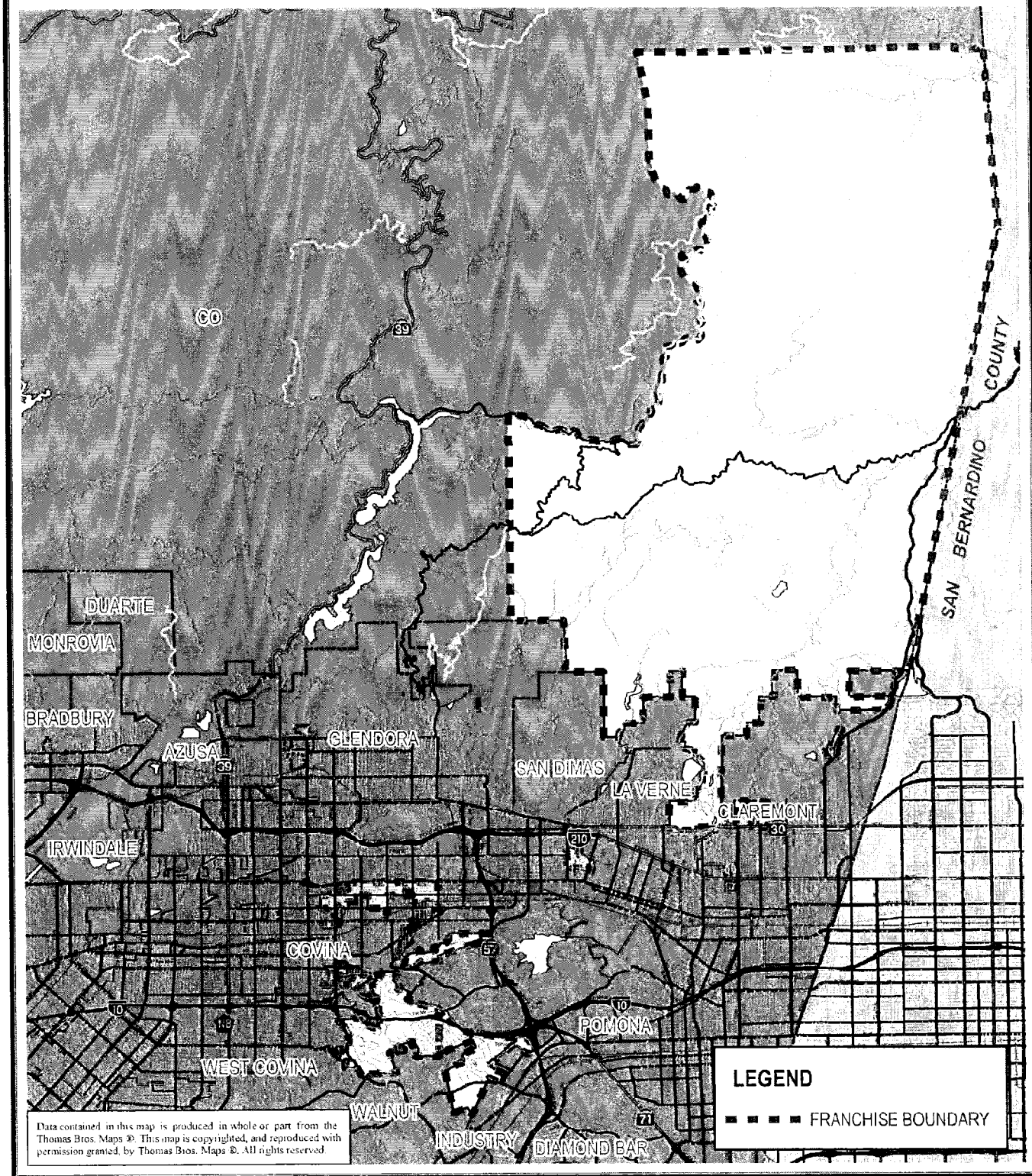
Mapping & Property Management Division, Mapping & GIS Services Section

EAST CHARTER OAK / RAMONA / FOOTHILL / SPADRA

N

FEET

0 13000



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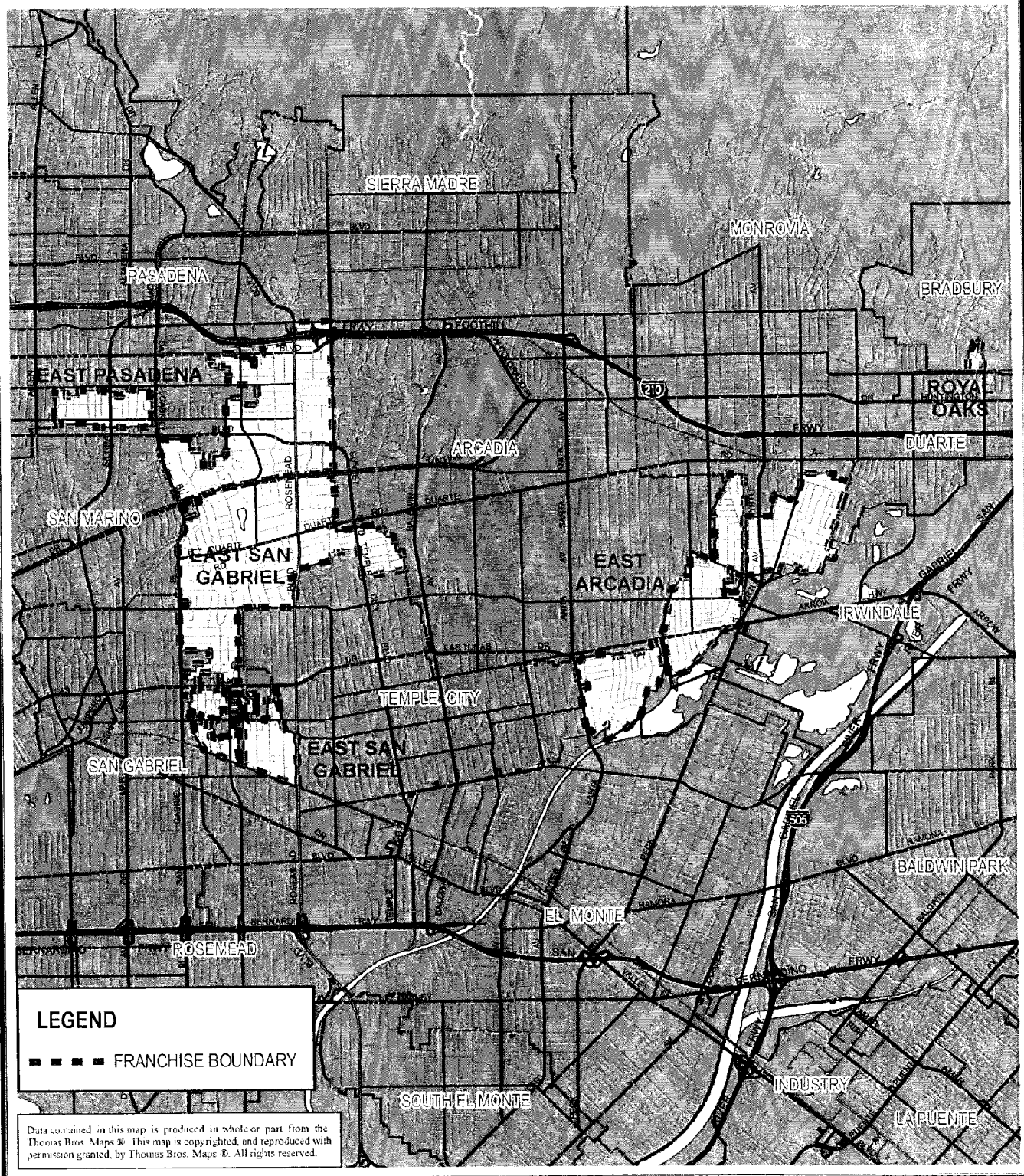
Mapping & Property Management Division, Mapping & GIS Services Section

EAST PASADENA / EAST SAN GABRIEL
EAST ARCADIA / ROYAL OAKS

N

FEET

0 6000



LEGEND

▬ ▬ ▬ FRANCHISE BOUNDARY

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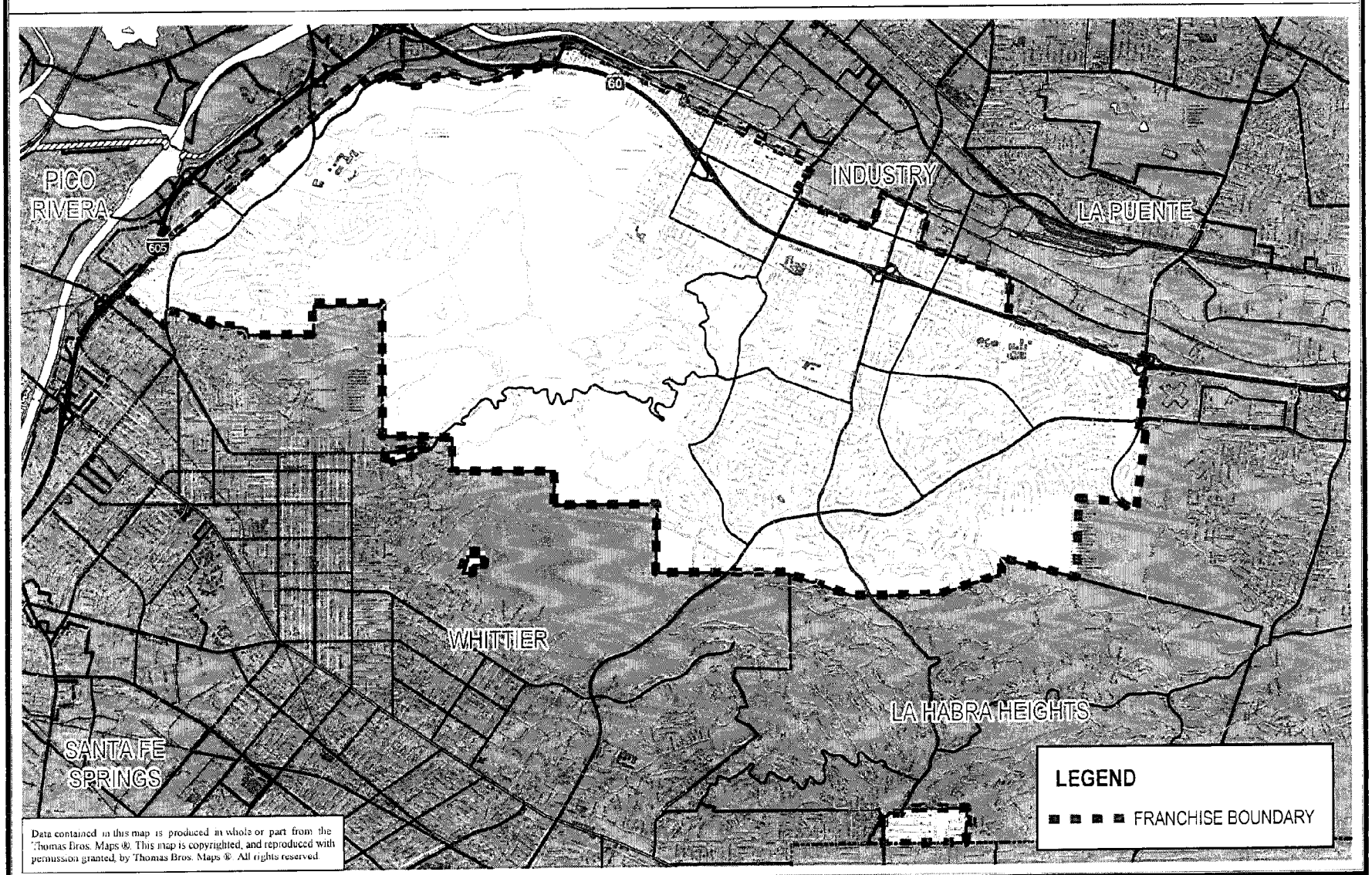
Mapping & Property Management Division, Mapping & GIS Services Section

HACIENDA HEIGHTS



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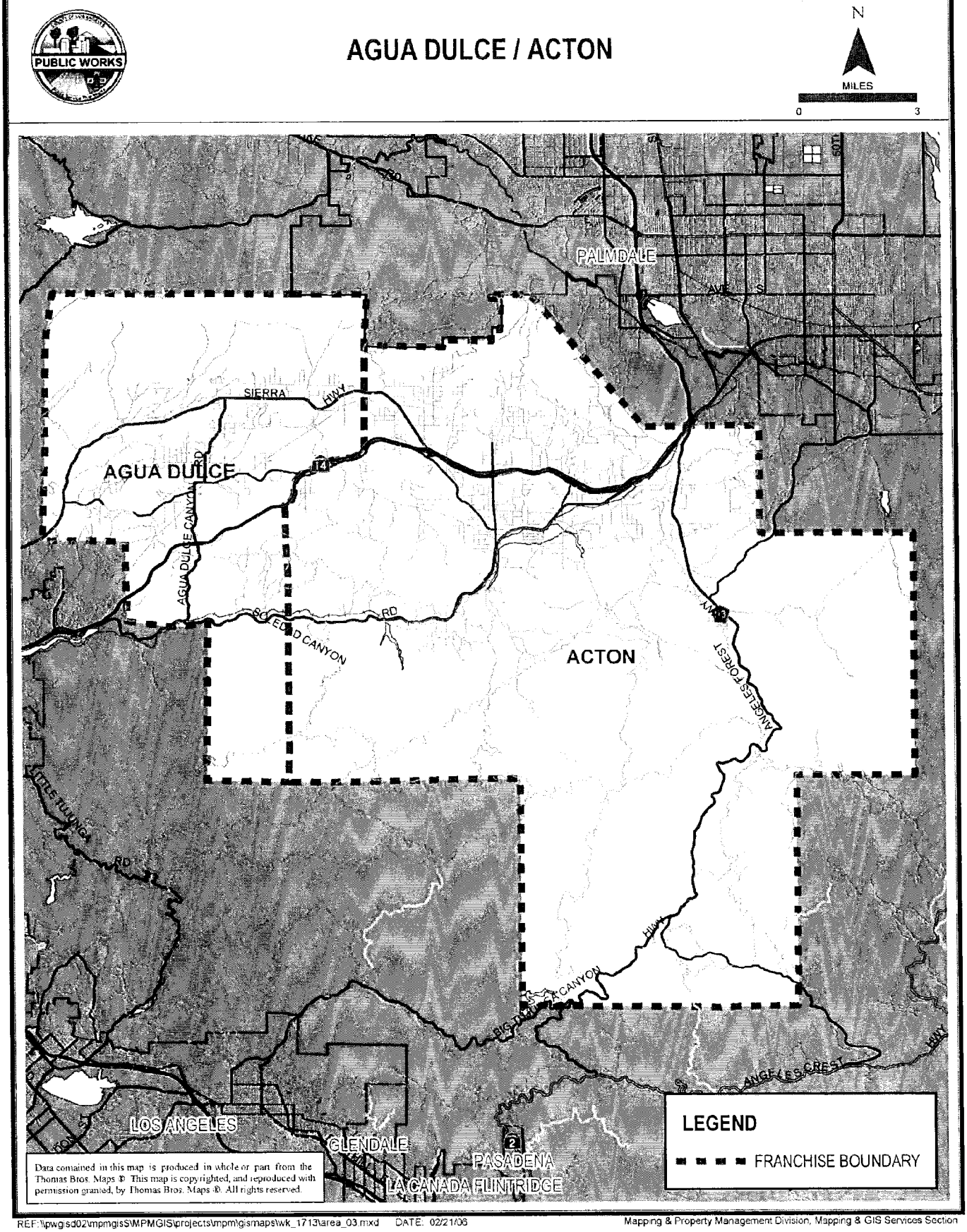
Mapping & Property Management Division, Mapping & GIS Services Section

AGUA DULCE / ACTON



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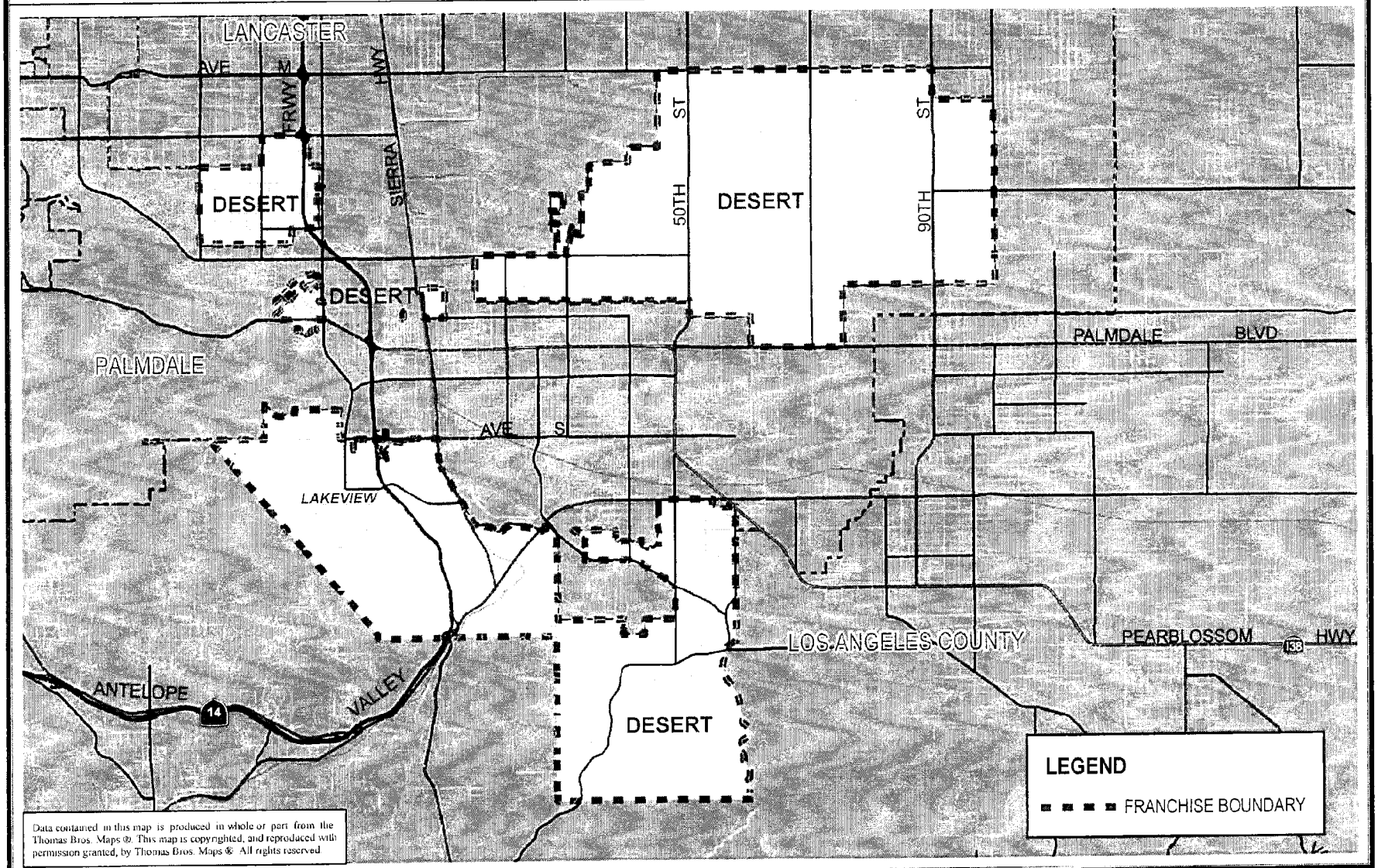
Mapping & Property Management Division, Mapping & GIS Services Section

DESERT FRANCHISE AREA
INCLUDES THE COMMUNITY OF LAKEVIEW



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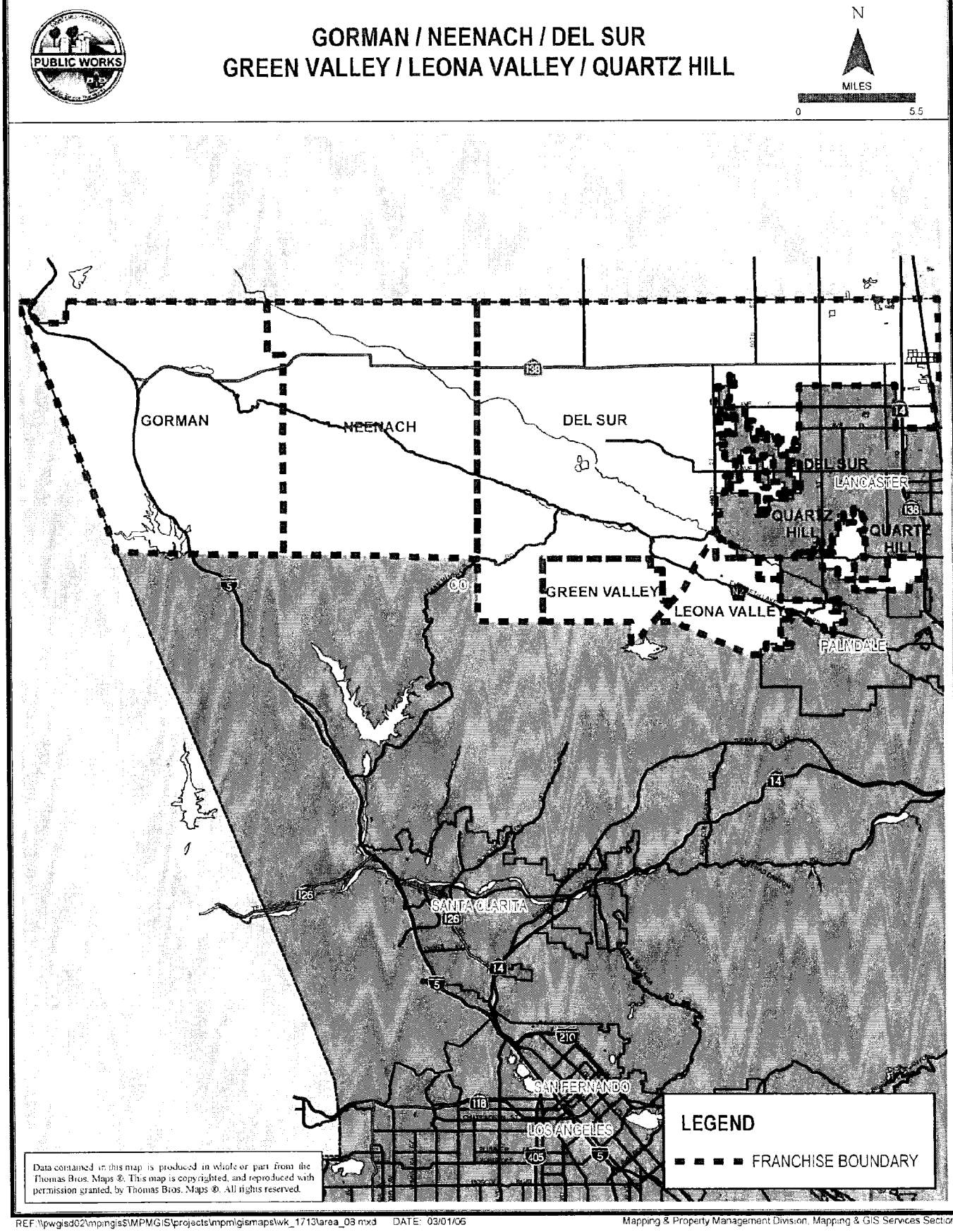
Mapping & Property Management Division, Mapping & GIS Services Section

GORMAN / NEENACH / DEL SUR
GREEN VALLEY / LEONA VALLEY / QUARTZ HILL



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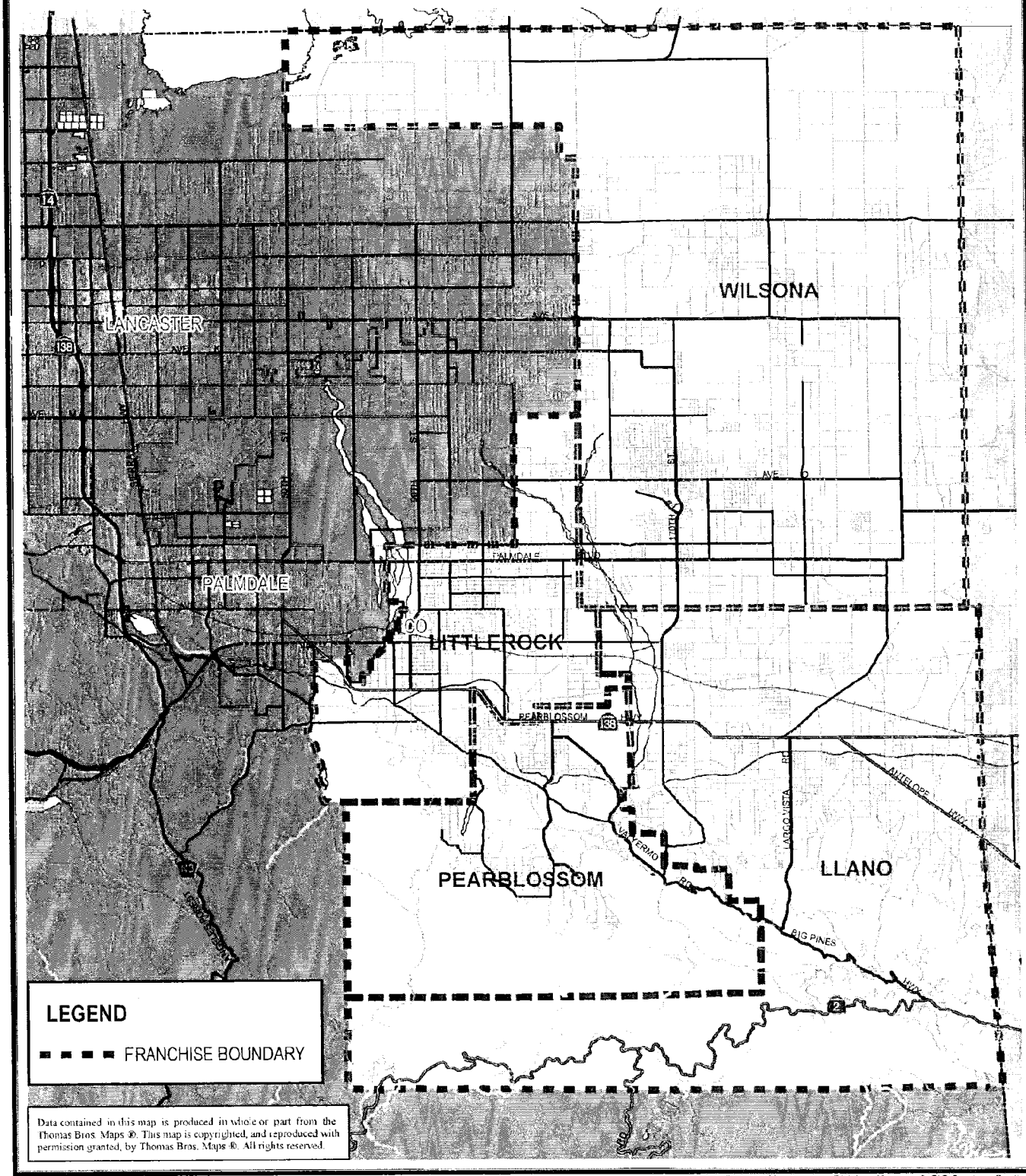
Mapping & Property Management Division, Mapping & GIS Services Section

LITTLEROCK / LLANO
PEARBLOSSOM / WILSONA

N

MILES

0 4



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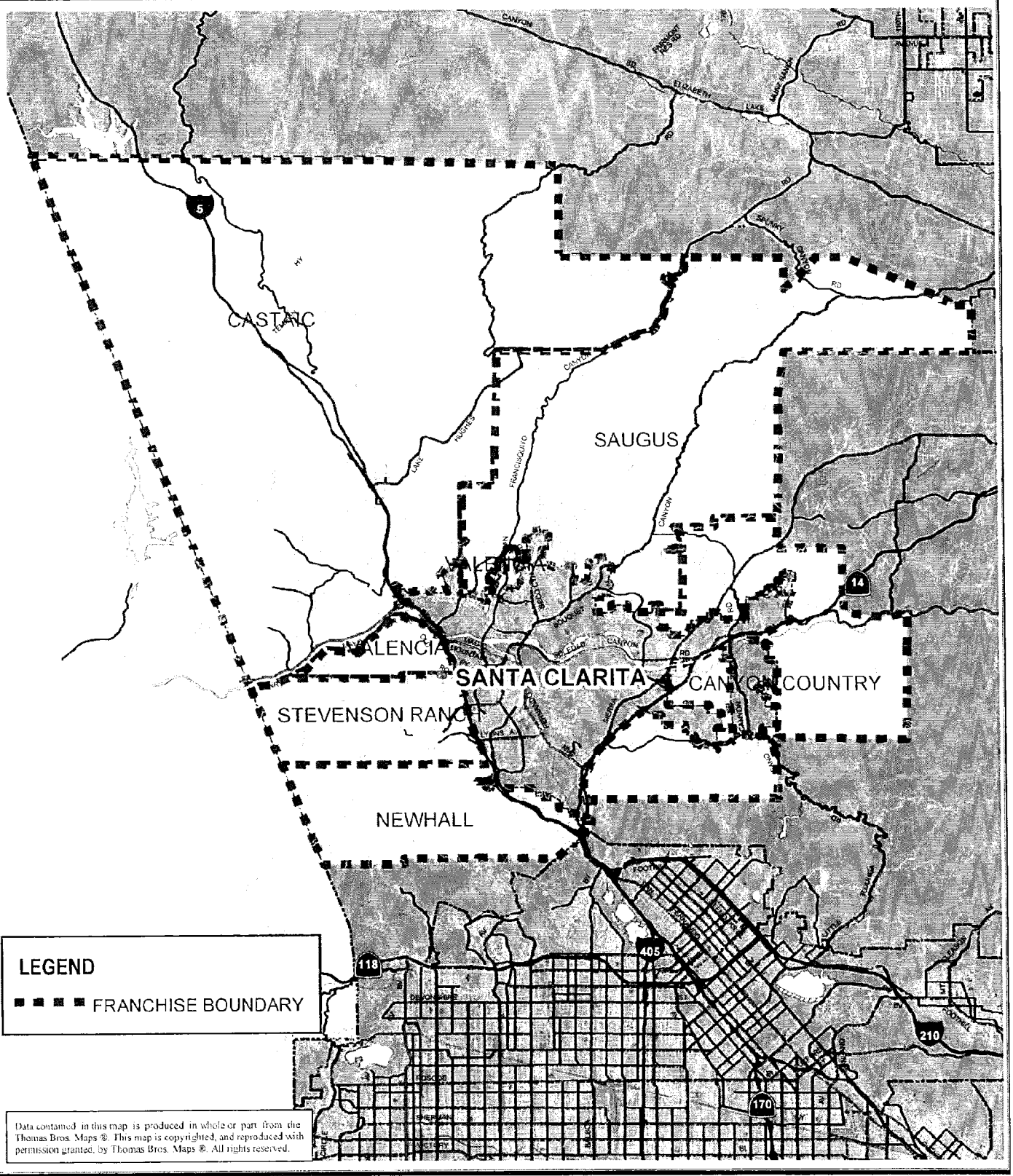
Mapping & Property Management Division, Mapping & GIS Services Section

CASTAIC,CANYON COUNTRY,NEWHALL, VALENCIA,SAUGUS AND STEVENSON RANCH



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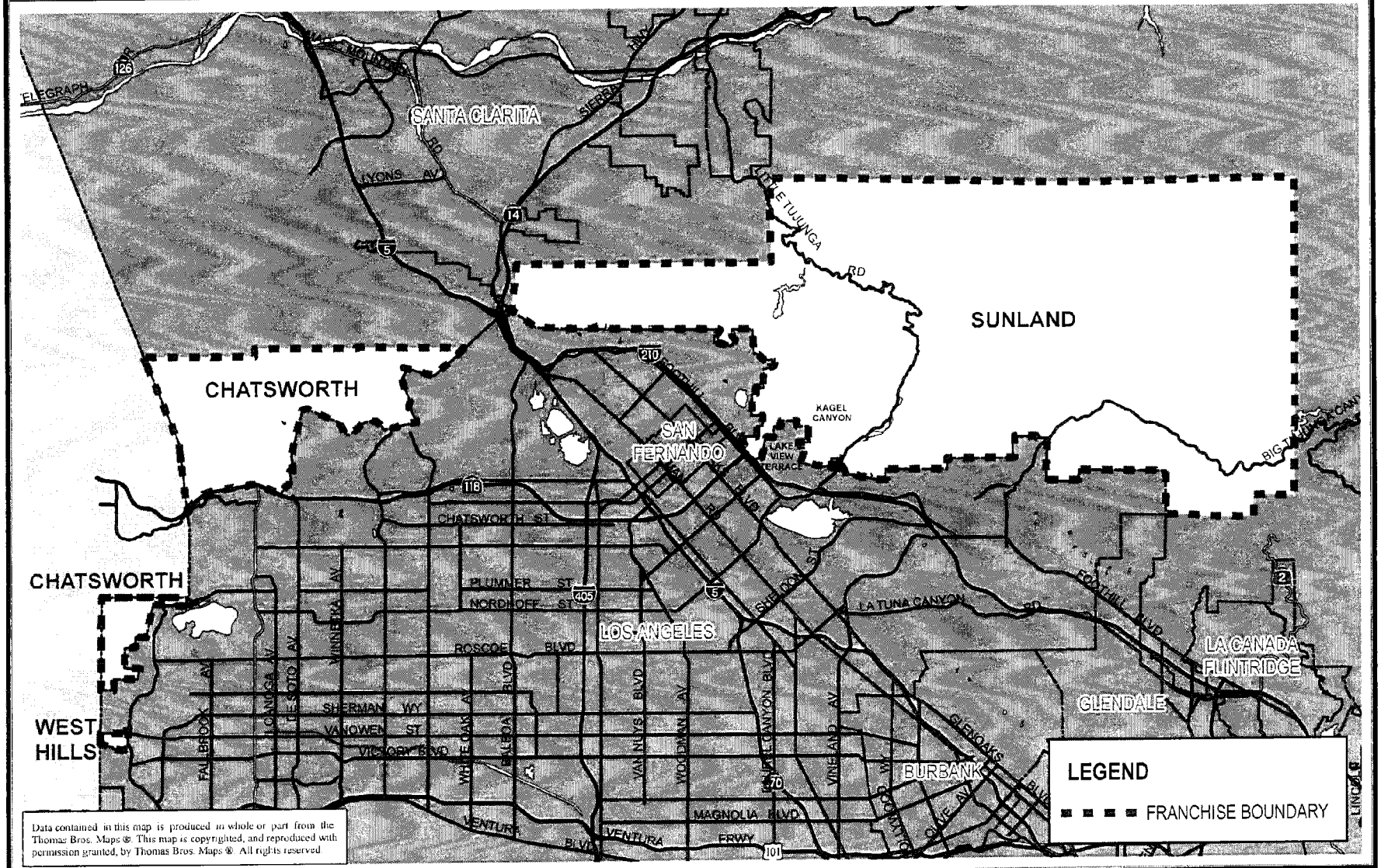
Mapping & Property Management Division, Mapping & GIS Services Section

CHATSWORTH / SUNLAND / WEST HILLS
Franchise includes Unincorporated Communities of:
LAKE VIEW TERRACE / KAGEL CANYON



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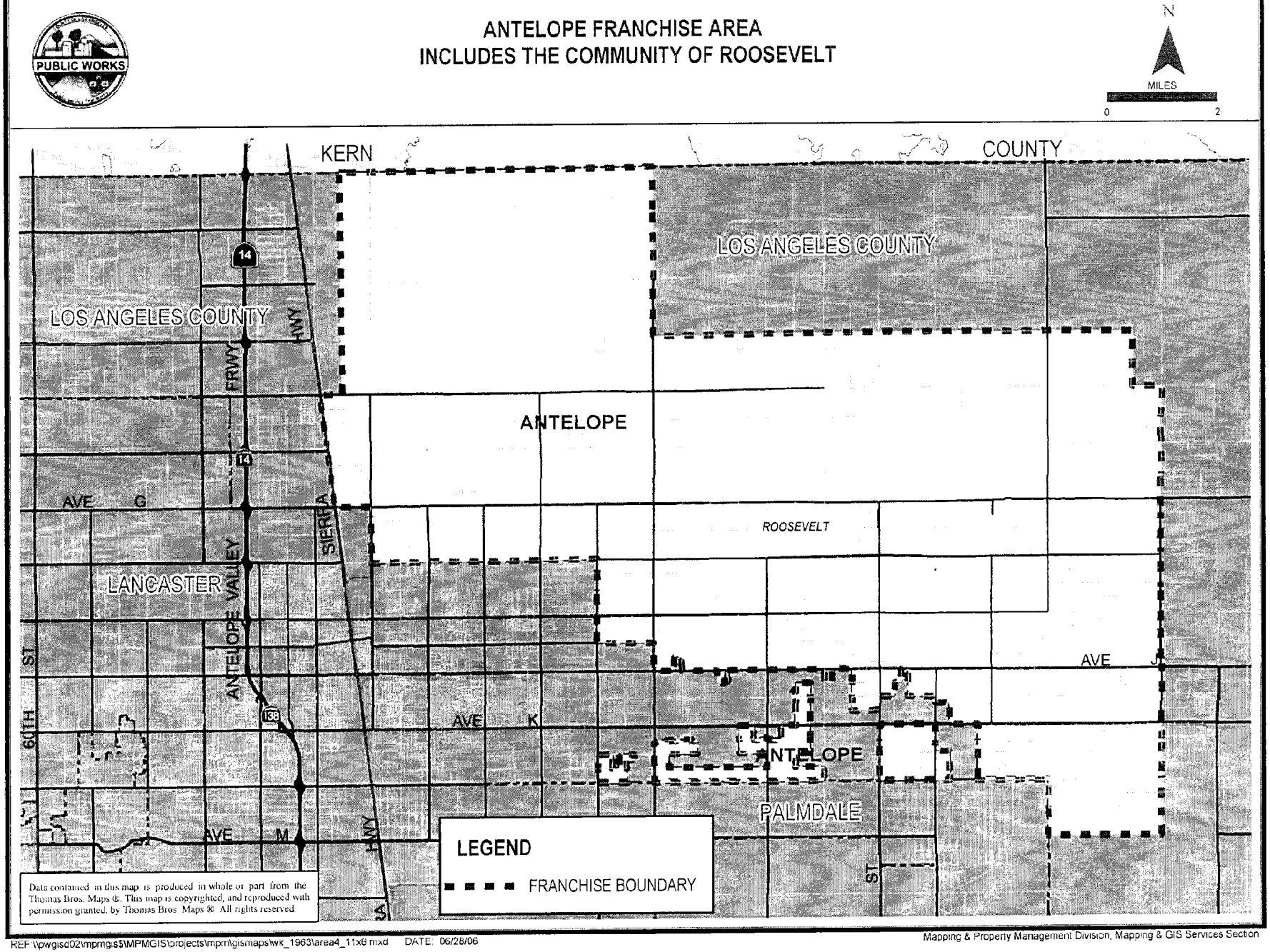
Mapping & Property Management Division, Mapping & GIS Services Section

ANTELOPE FRANCHISE AREA
INCLUDES THE COMMUNITY OF ROOSEVELT



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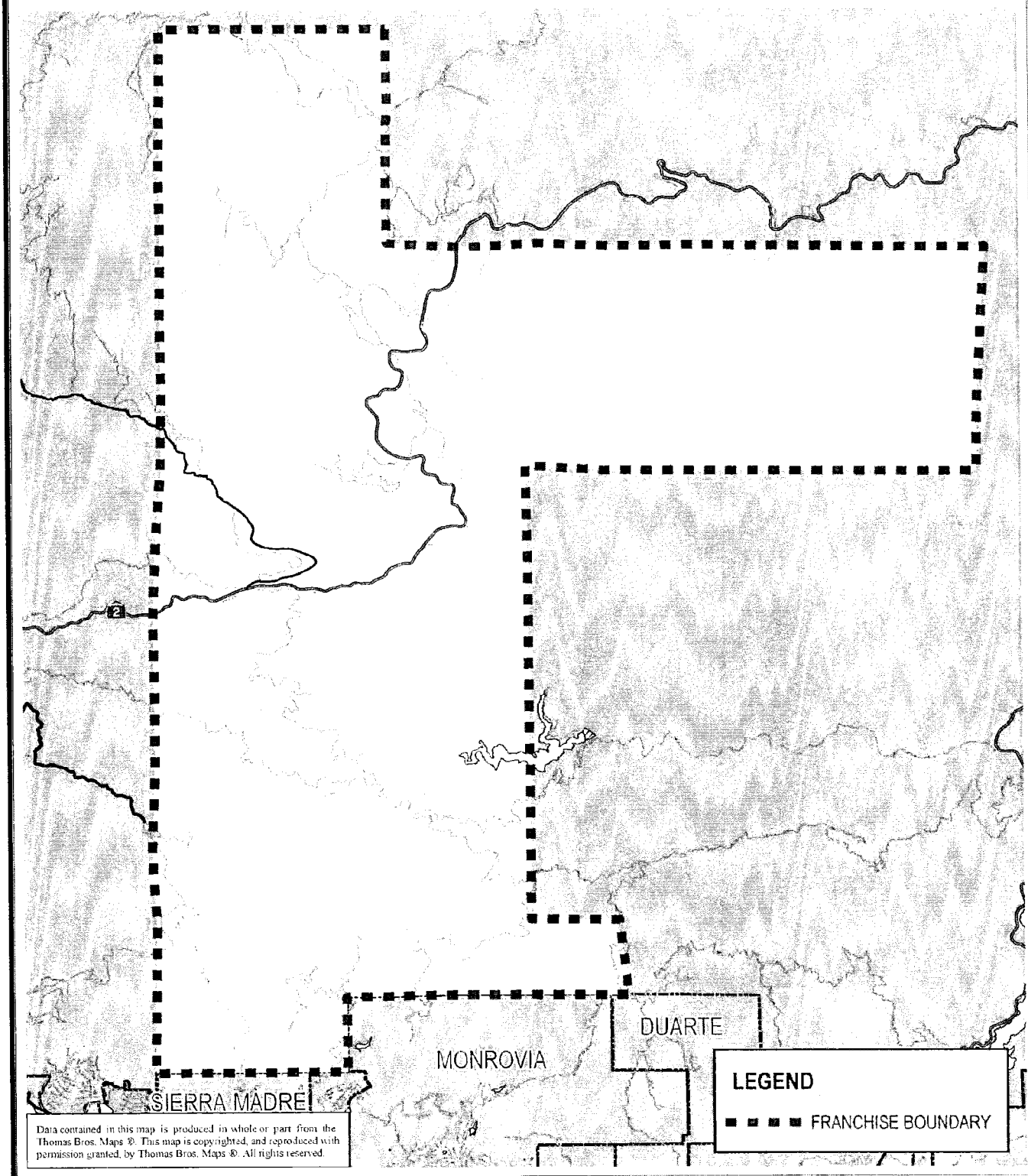
Mapping & Property Management Division, Mapping & GIS Services Section

LAMANDA



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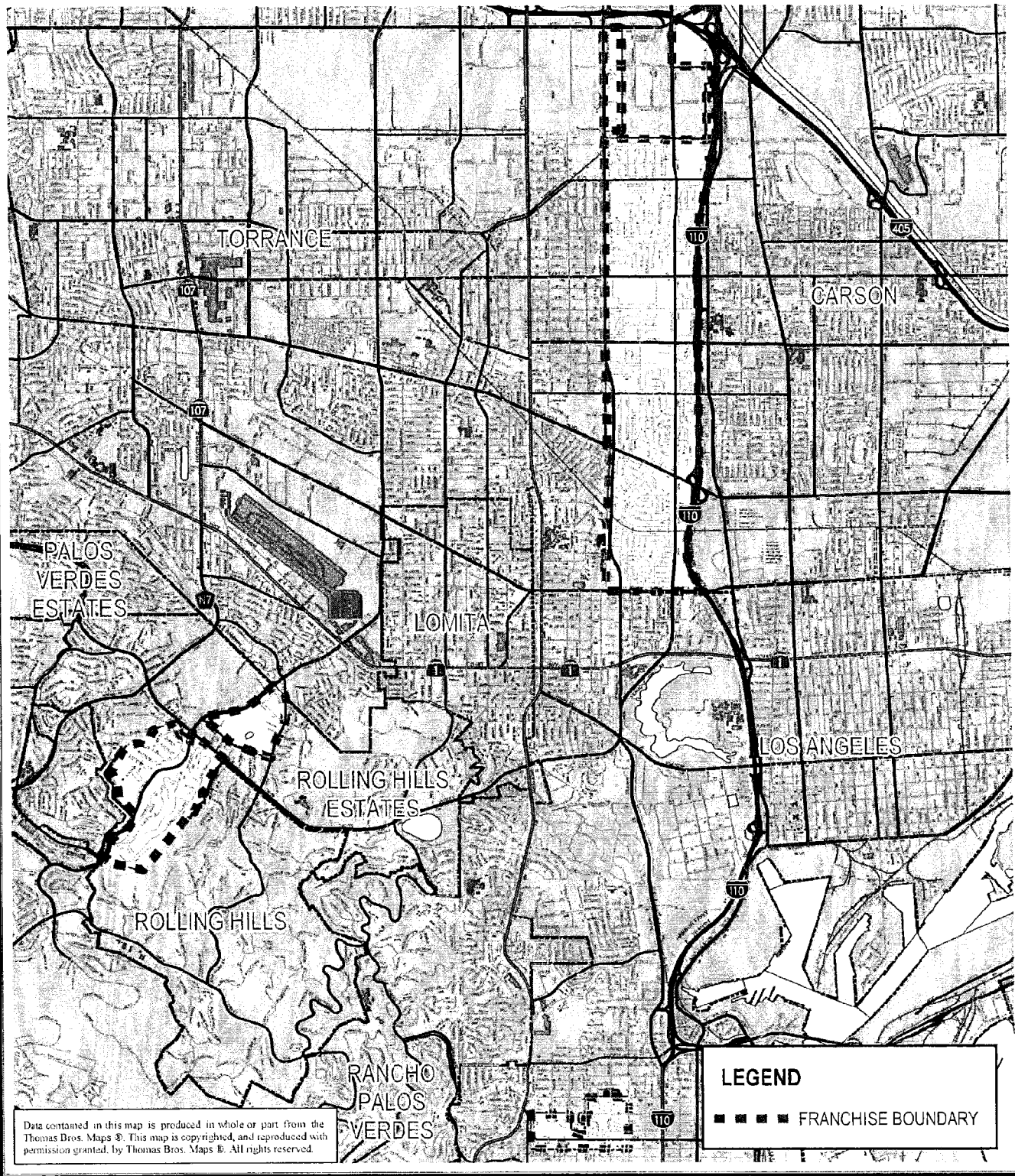
Mapping & Property Management Division, Mapping & GIS Services Section

OCEAN VIEW / LA RAMBLA / WEST CARSON



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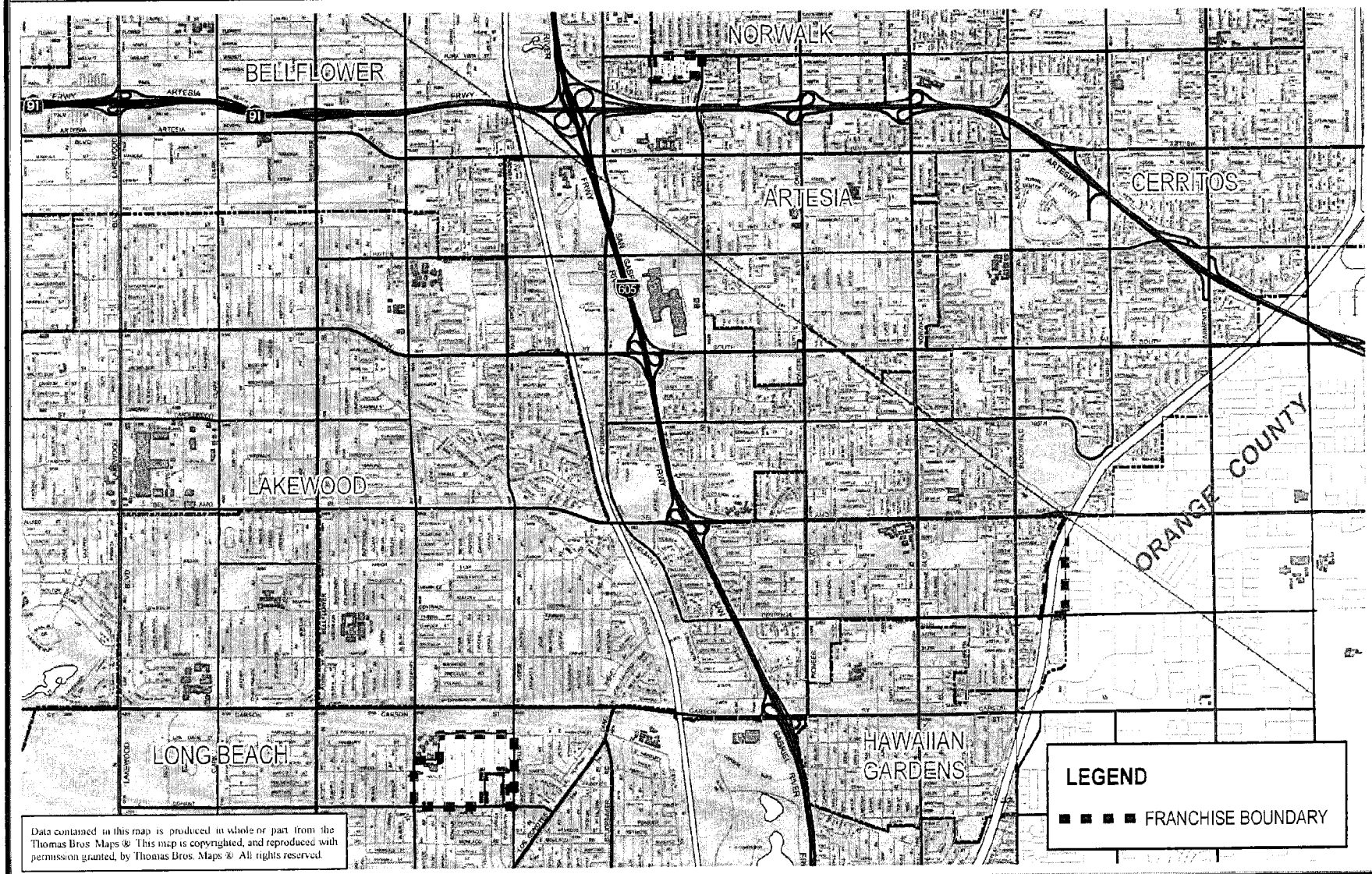
Mapping & Property Management Division, Mapping & GIS Services Section

PIONEER & BONNER



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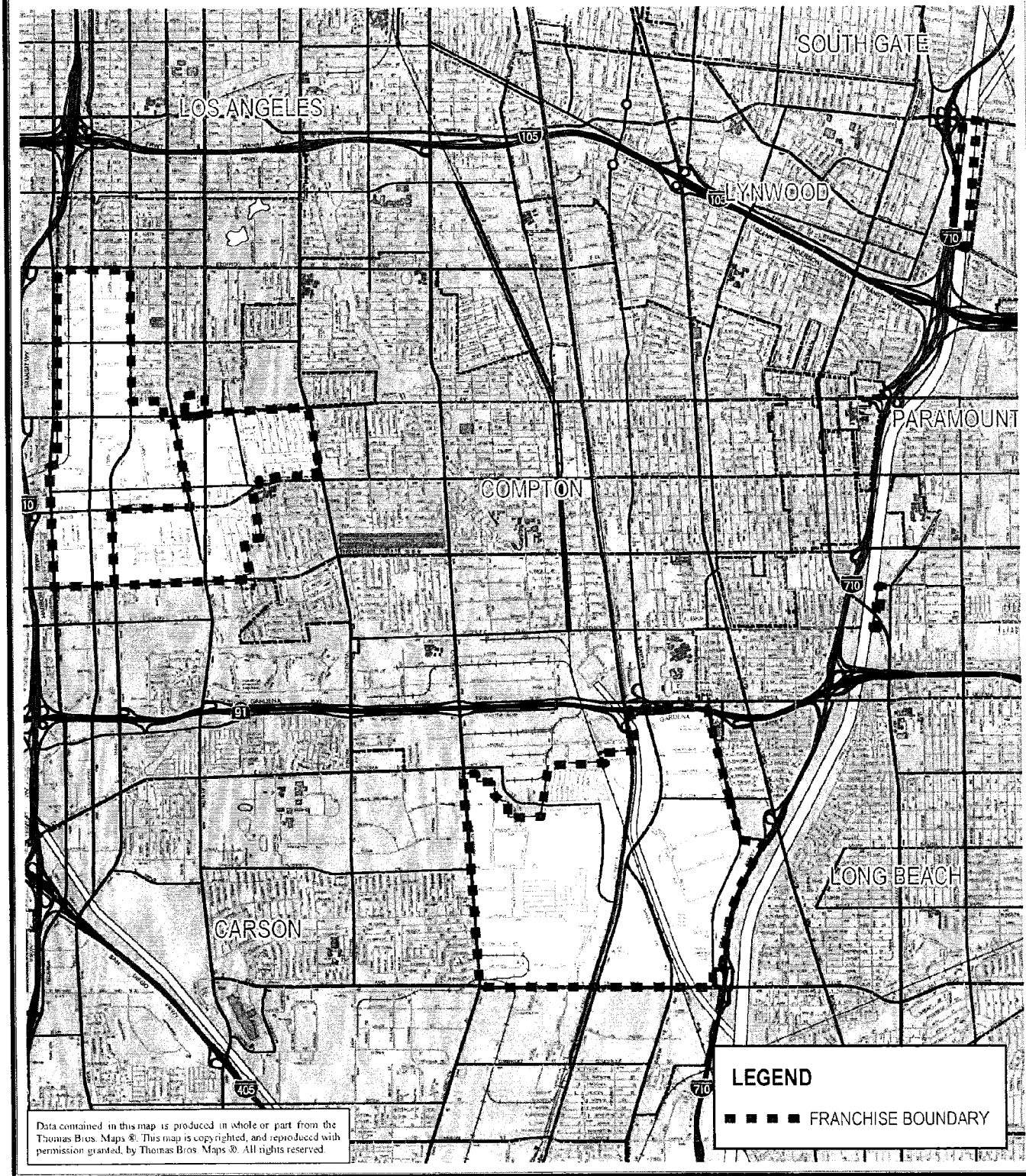
Mapping & Property Management Division, Mapping & GIS Services Section

DOMINGUEZ / WEST COMPTON
ATHENS / EAST COMPTON

N

FEET

0 4500



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Mapping & Property Management Division, Mapping & GIS Services Section

EL CAMINO VILLAGE
DEL AIRE / ALONDRA PARK

N

FEET

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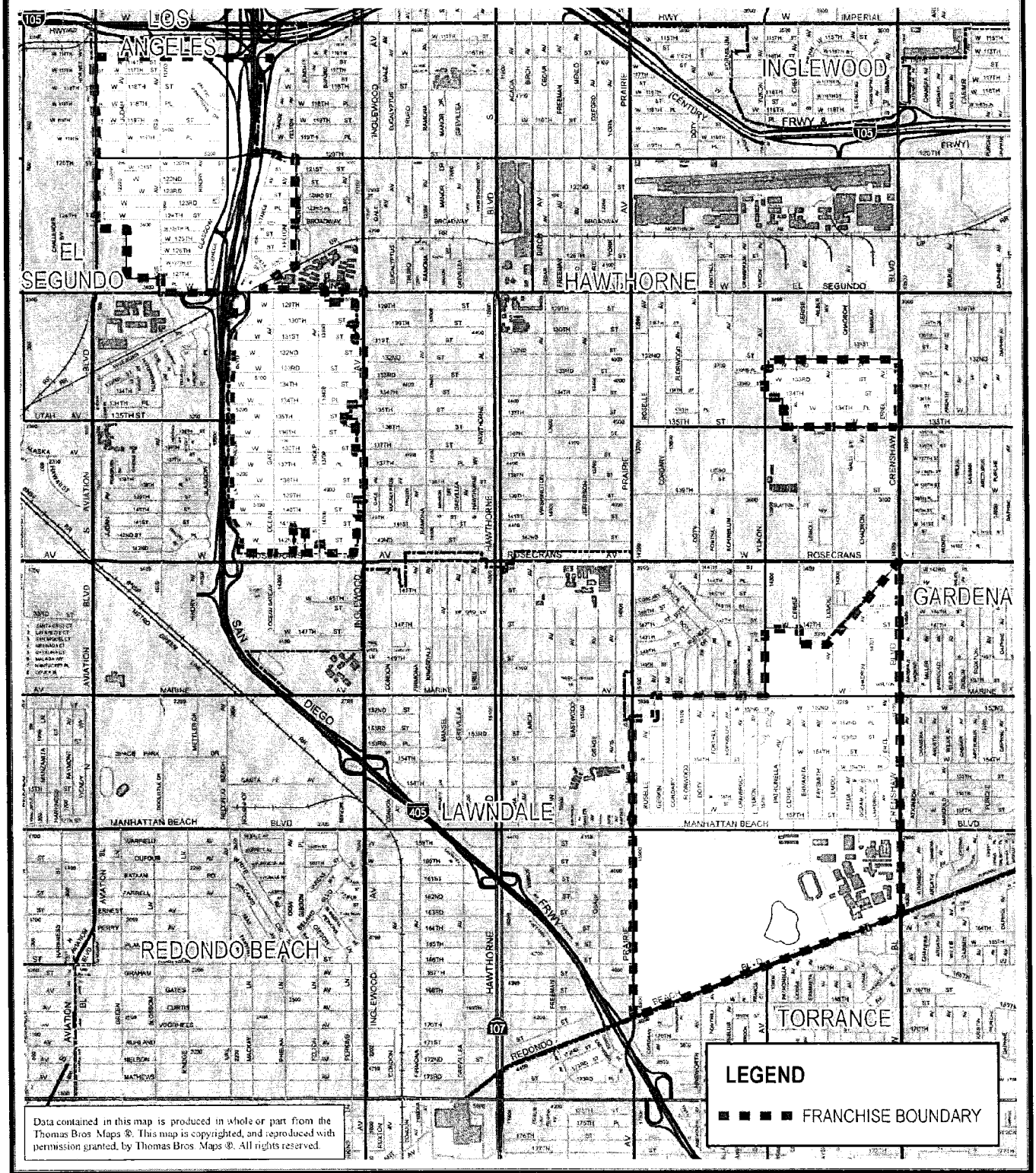

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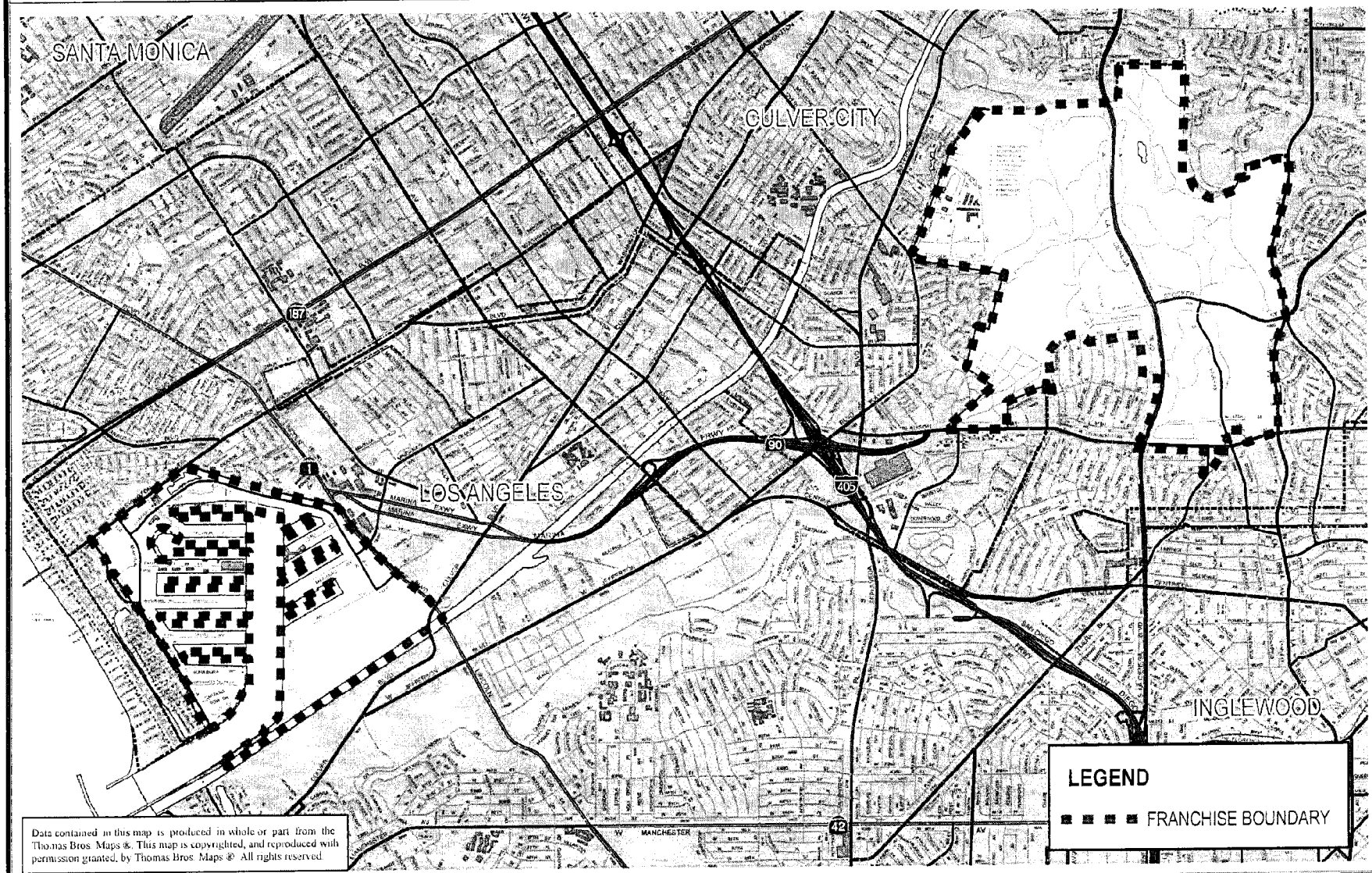
Mapping & Property Management Division, Mapping & GIS Services Section

MARINA DEL REY / LADERA HEIGHTS



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Mapping & Property Management Division, Mapping & GIS Services Section

FRANKLIN / DOHENY / UNIVERSAL
VETERANS ADMIN CENTER / GILMORE

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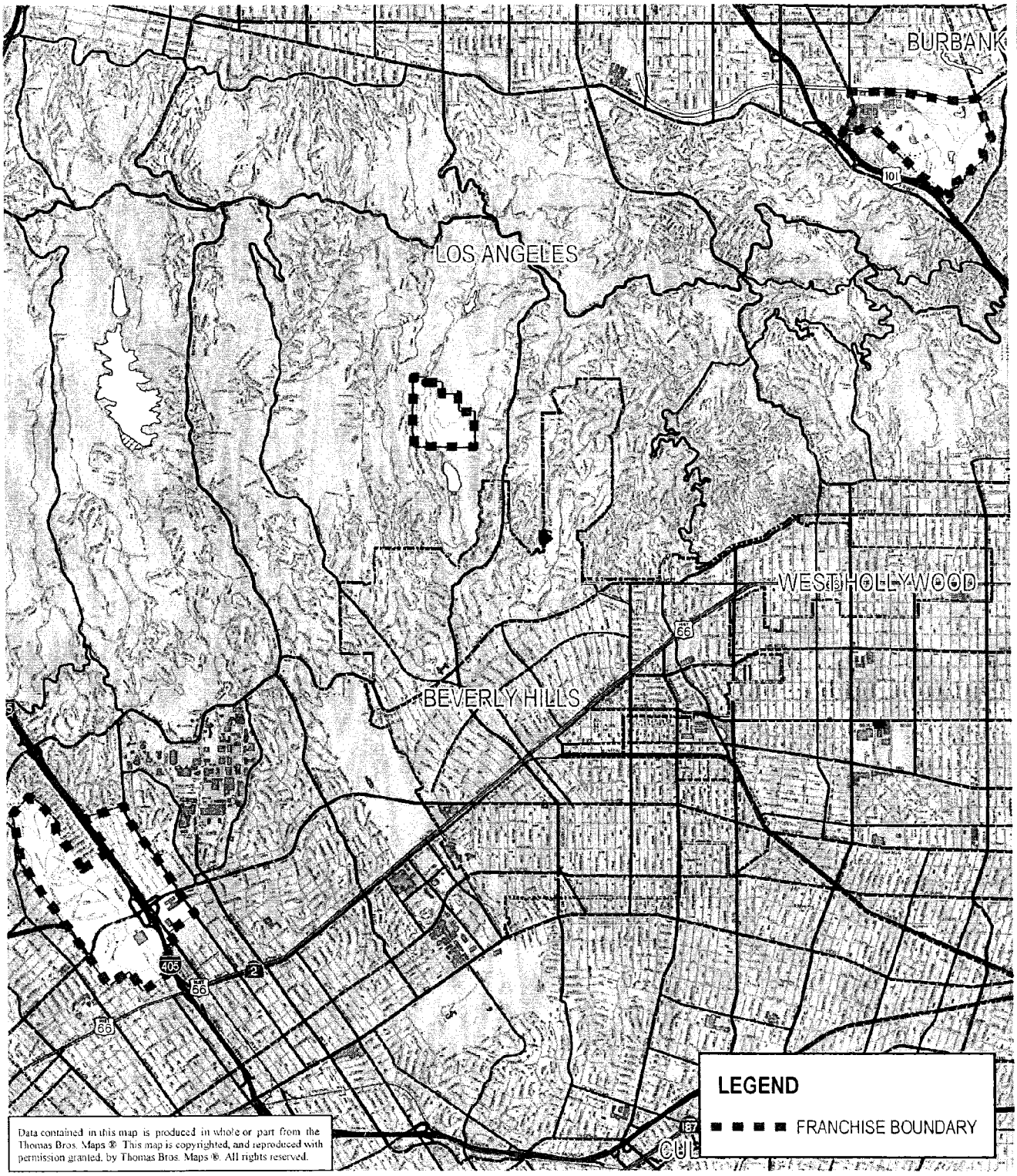

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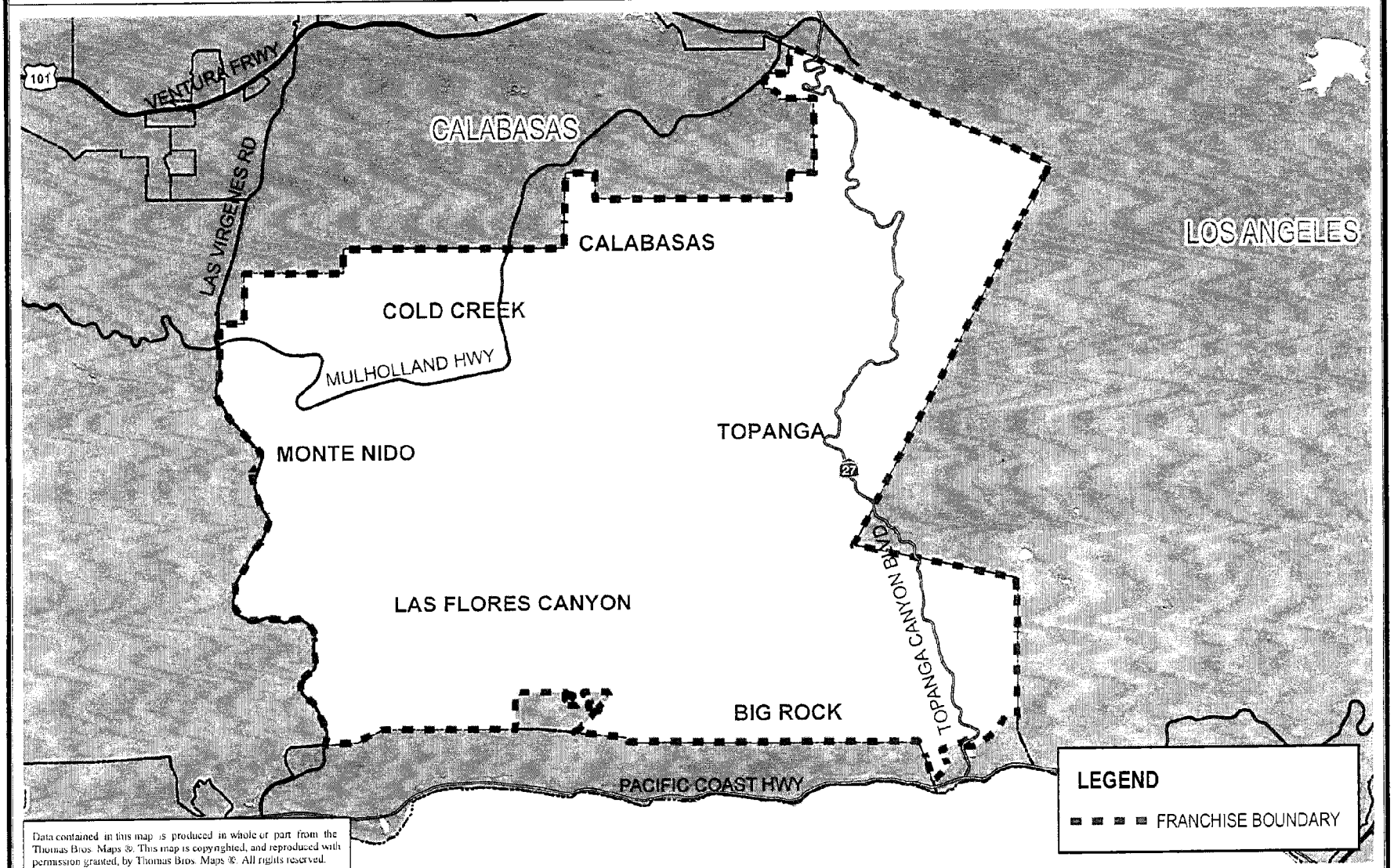
Mapping & Property Management Division, Mapping & GIS Services Section

North East Bay and Mountain Area
Franchise includes Unincorporated Communities of:
TOPANGA / COLD CREEK / MONTE NIDO / CALABASAS / BIG ROCK AND LAS FLORES CANYON



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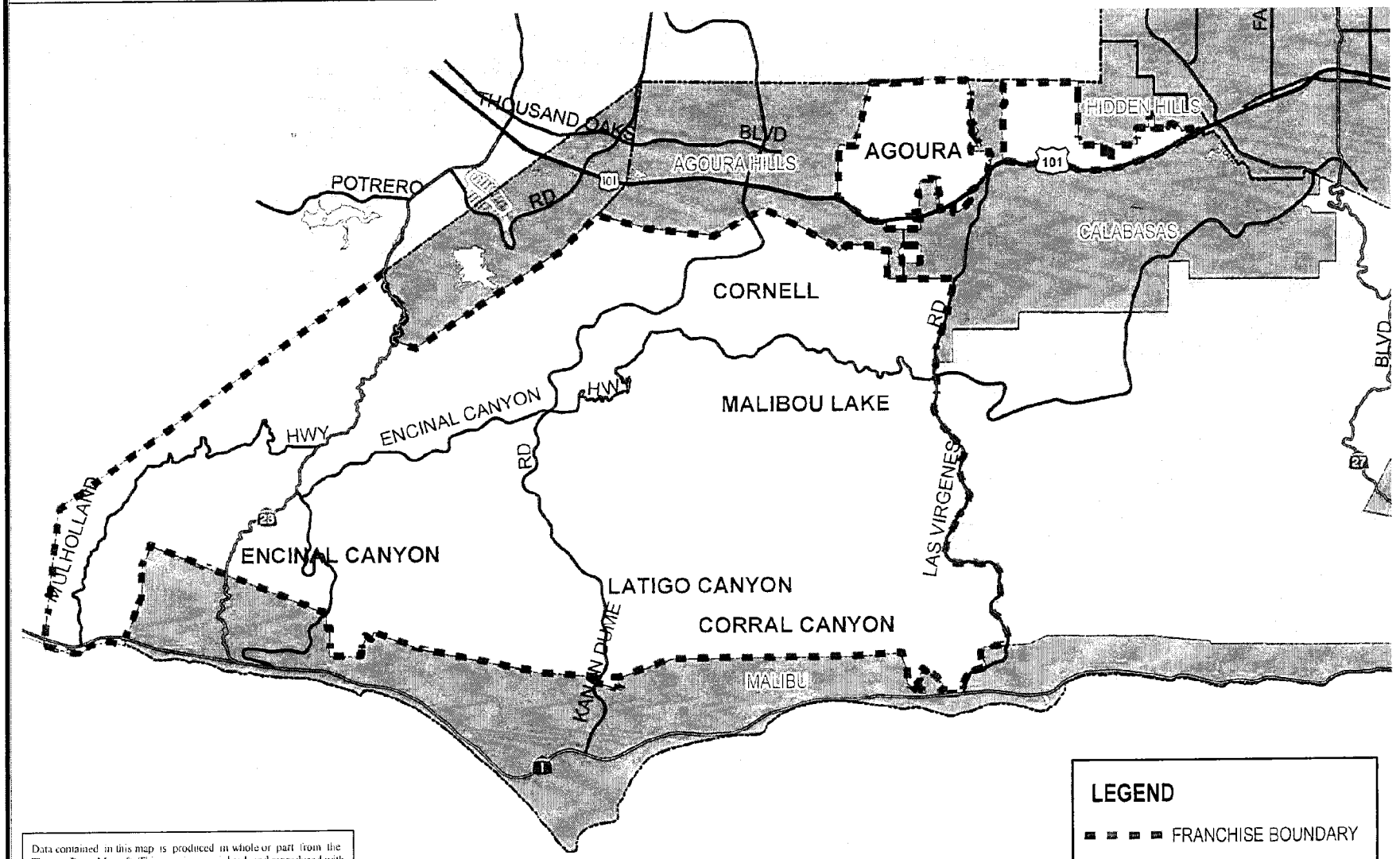
REF \\pwgisd02\mpmgis$\MPMGIS\projects\mpm\gismaps\wk_1887\nebay_area11x8.mxd DATE: 05/09/06

Mapping & Property Management Division, Mapping & GIS Services Section

North West Bay and Mountain Area
Franchise includes Unincorporated Communities of:
AGOURA / CORNELL / MALIBOU LAKE / CORRAL CANYON / LATIGO CANYON AND ENCINAL CANYON



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Mapping & Property Management Division, Mapping & GIS Services Section

AVOCADO HEIGHTS

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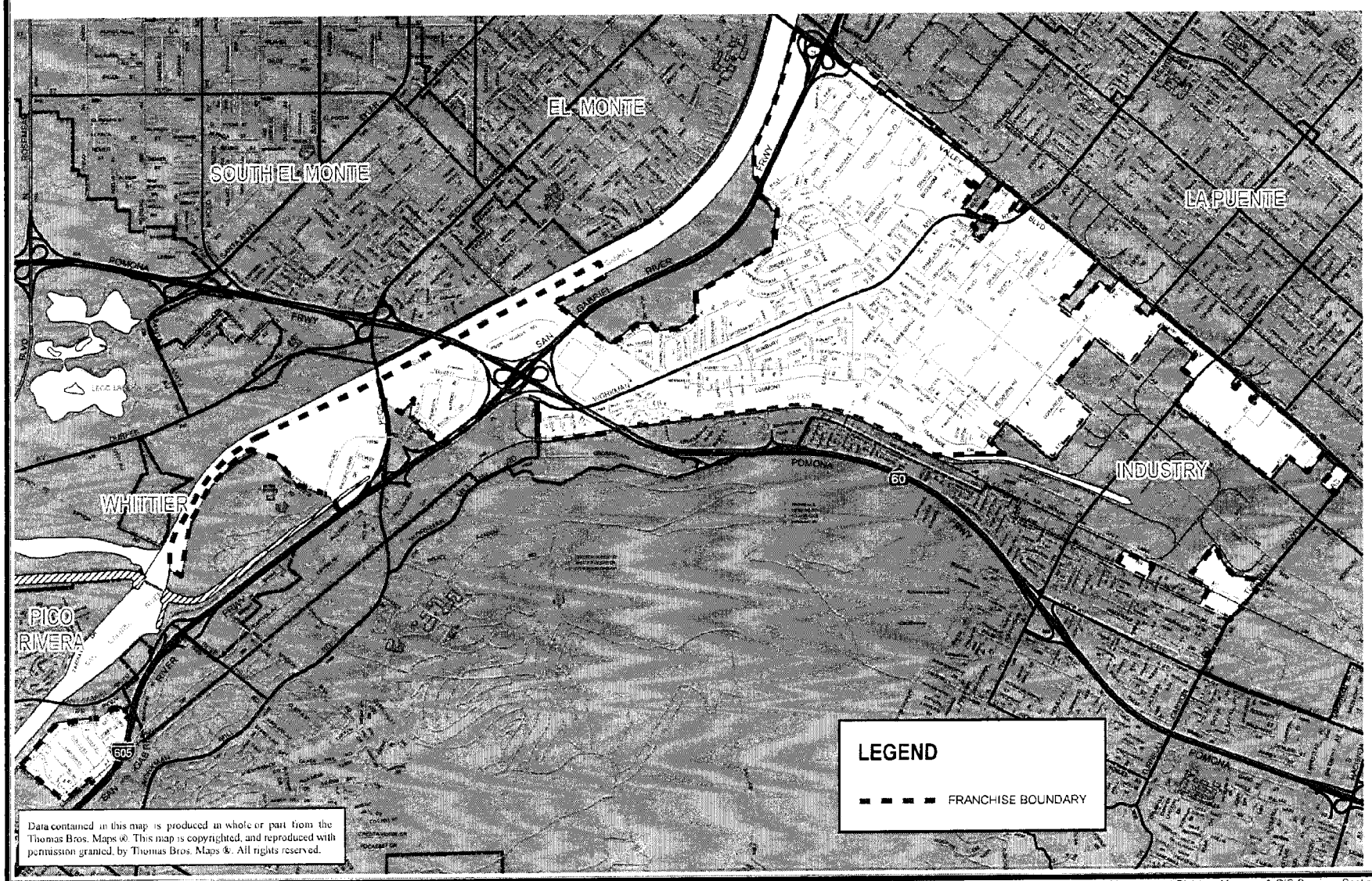

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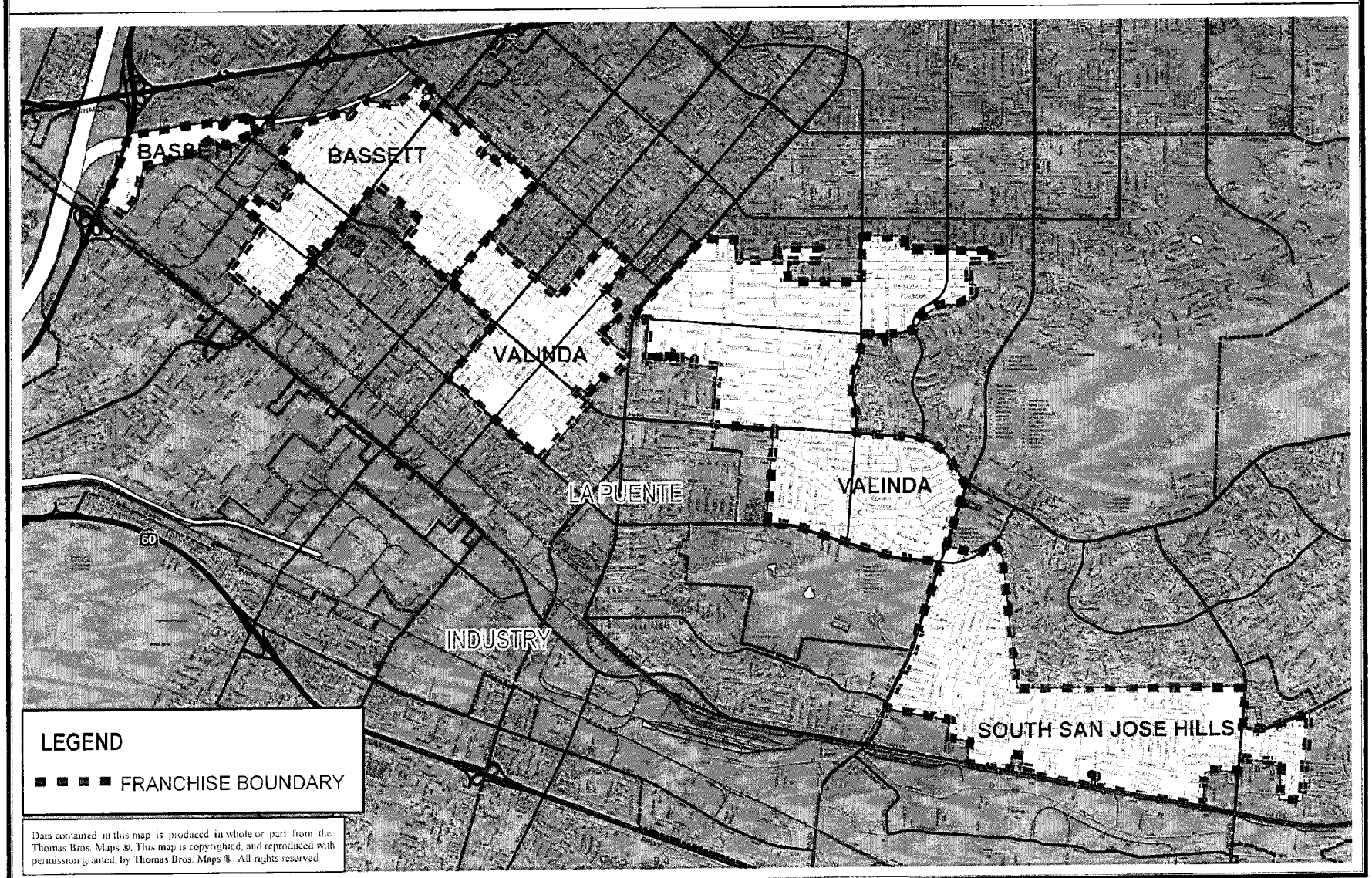
Mapping & Property Management Division, Mapping & GIS Services Section

BASSETT - VALINDA - SOUTH SAN JOSE HILLS



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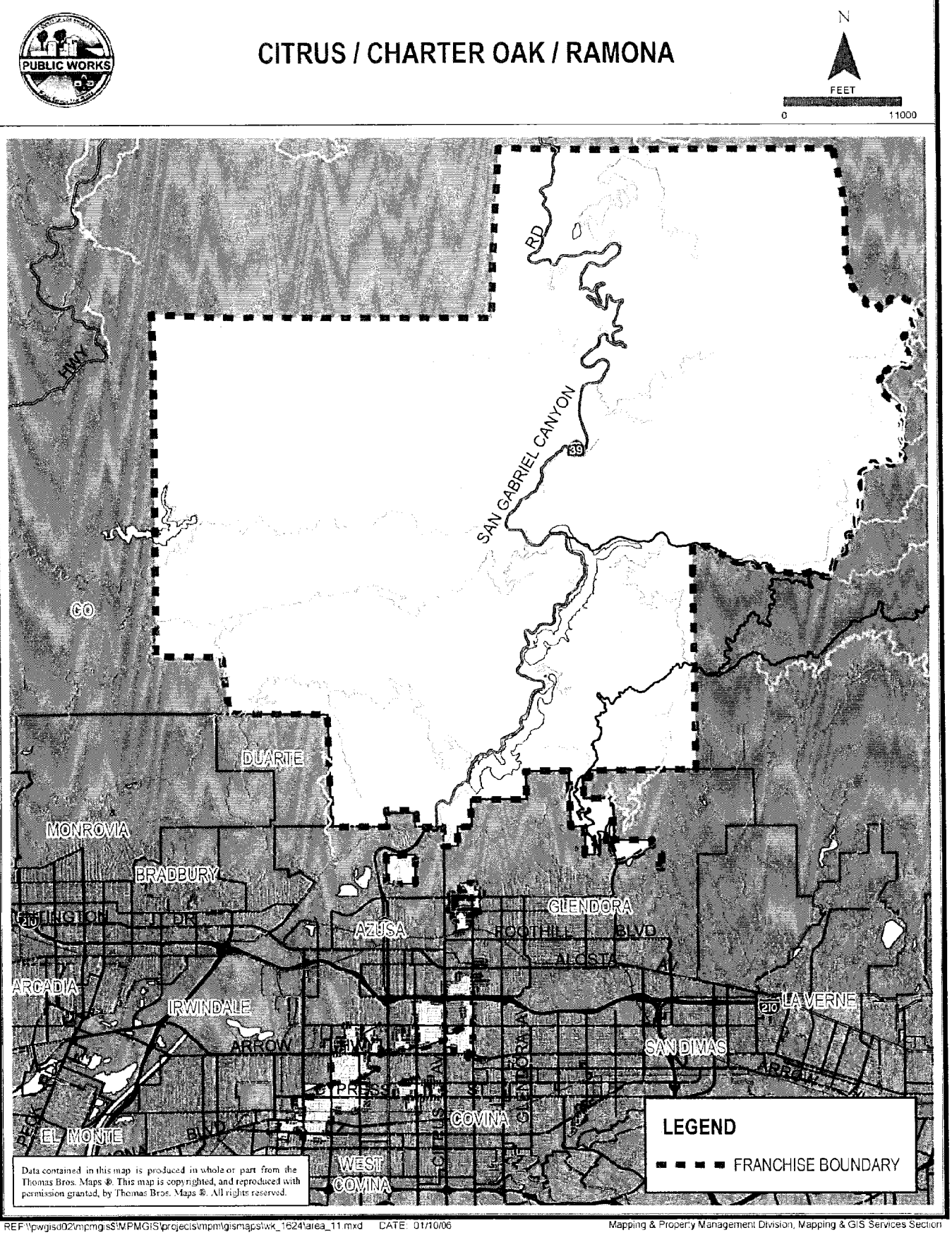
Mapping & Property Management Division, Mapping & GIS Services Section

CITRUS / CHARTER OAK / RAMONA



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LA CRESCENTA

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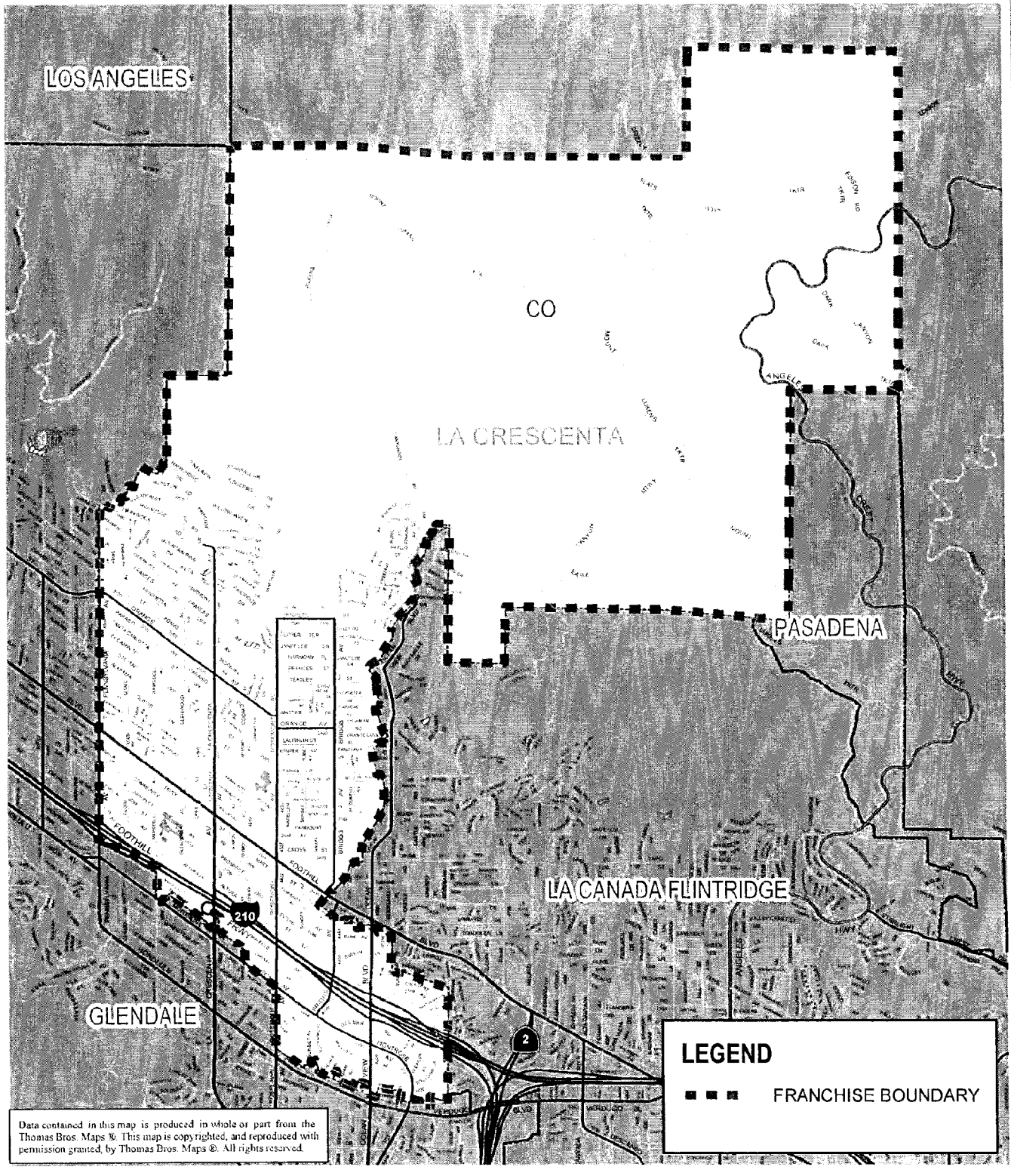

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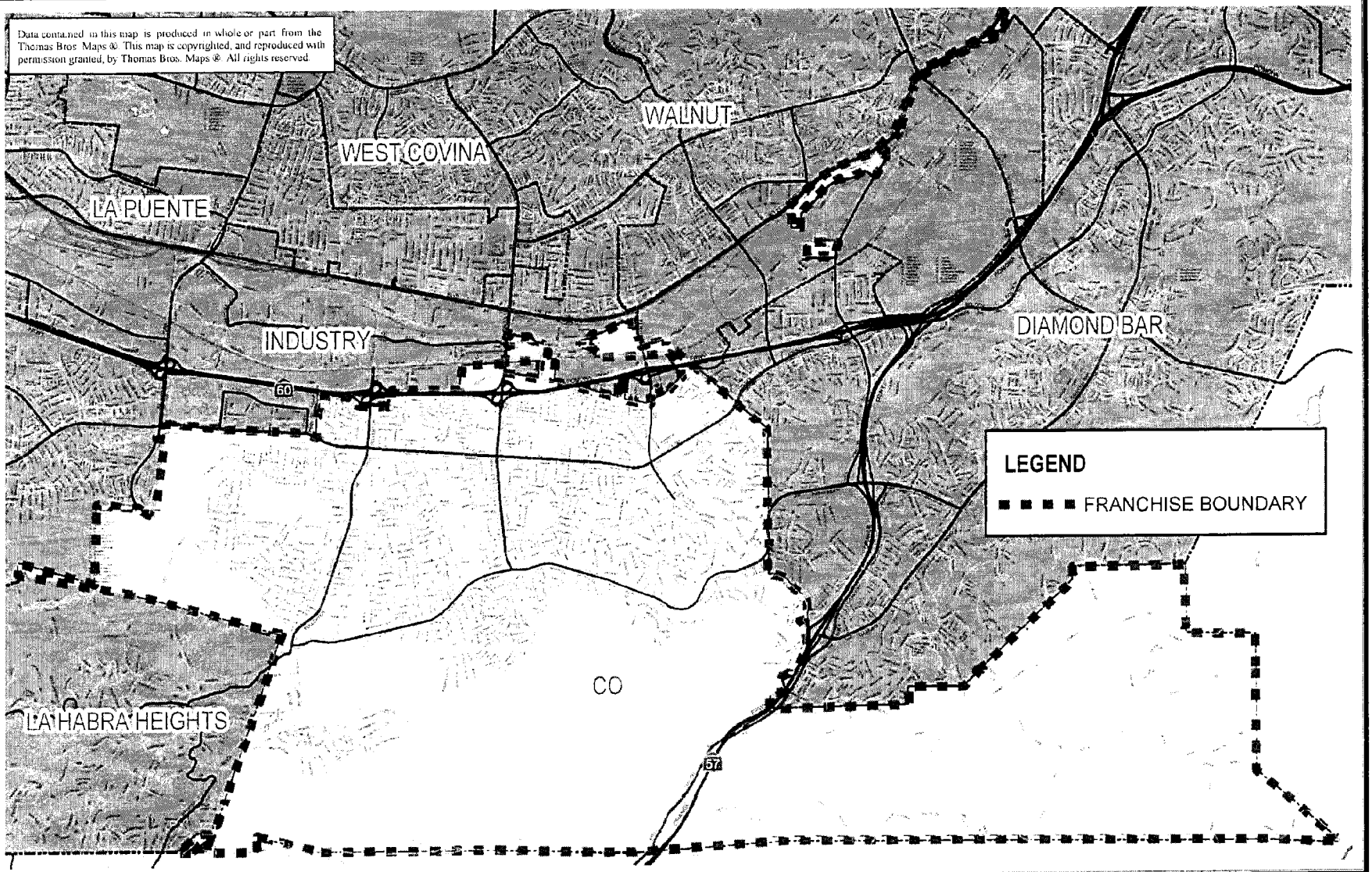
Mapping & Property Management Division, Mapping & GIS Services Section

ROWLAND HEIGHTS



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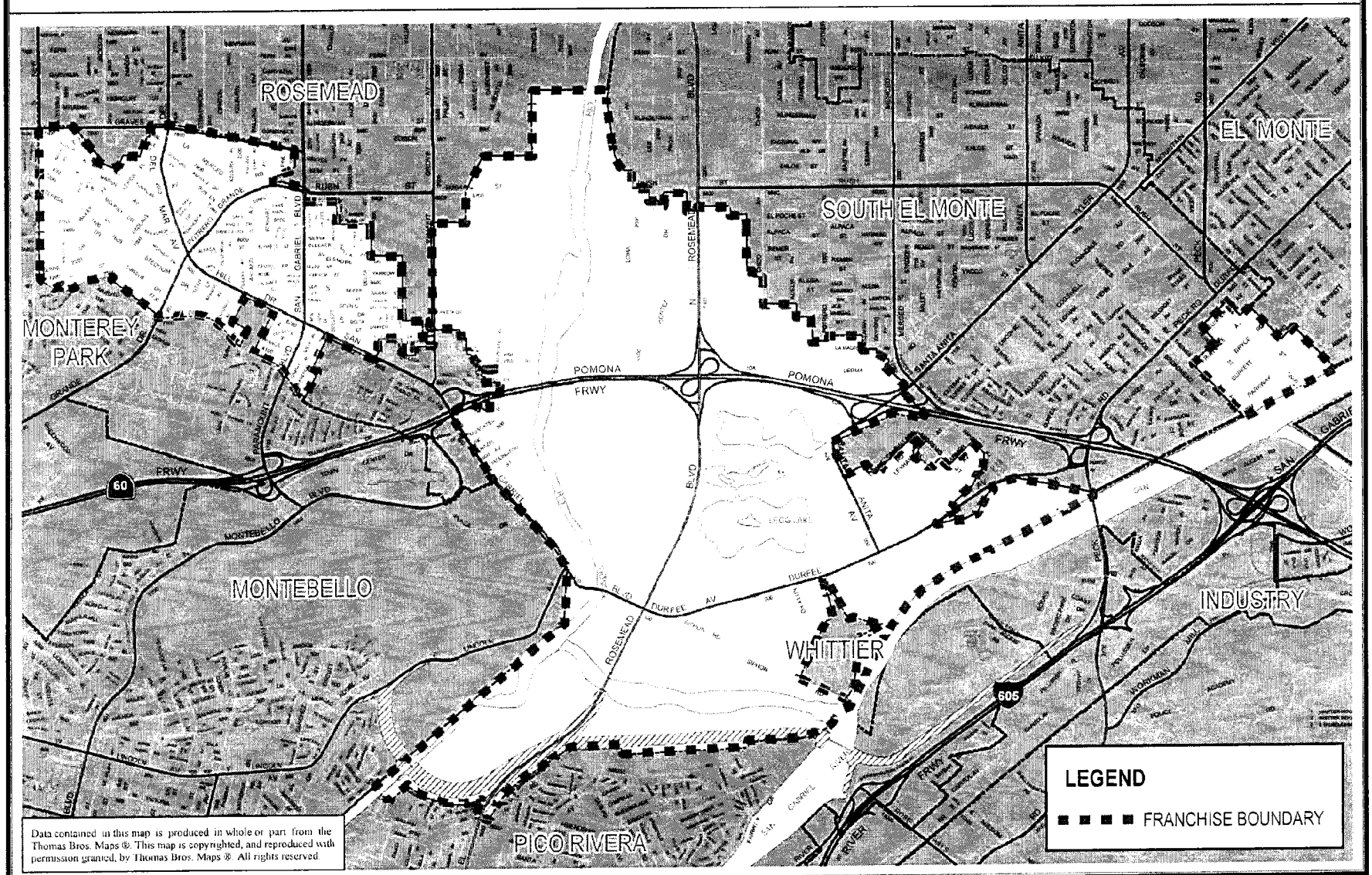
Mapping & Property Management Division, Mapping & GIS Services Section

SOUTH SAN GABRIEL



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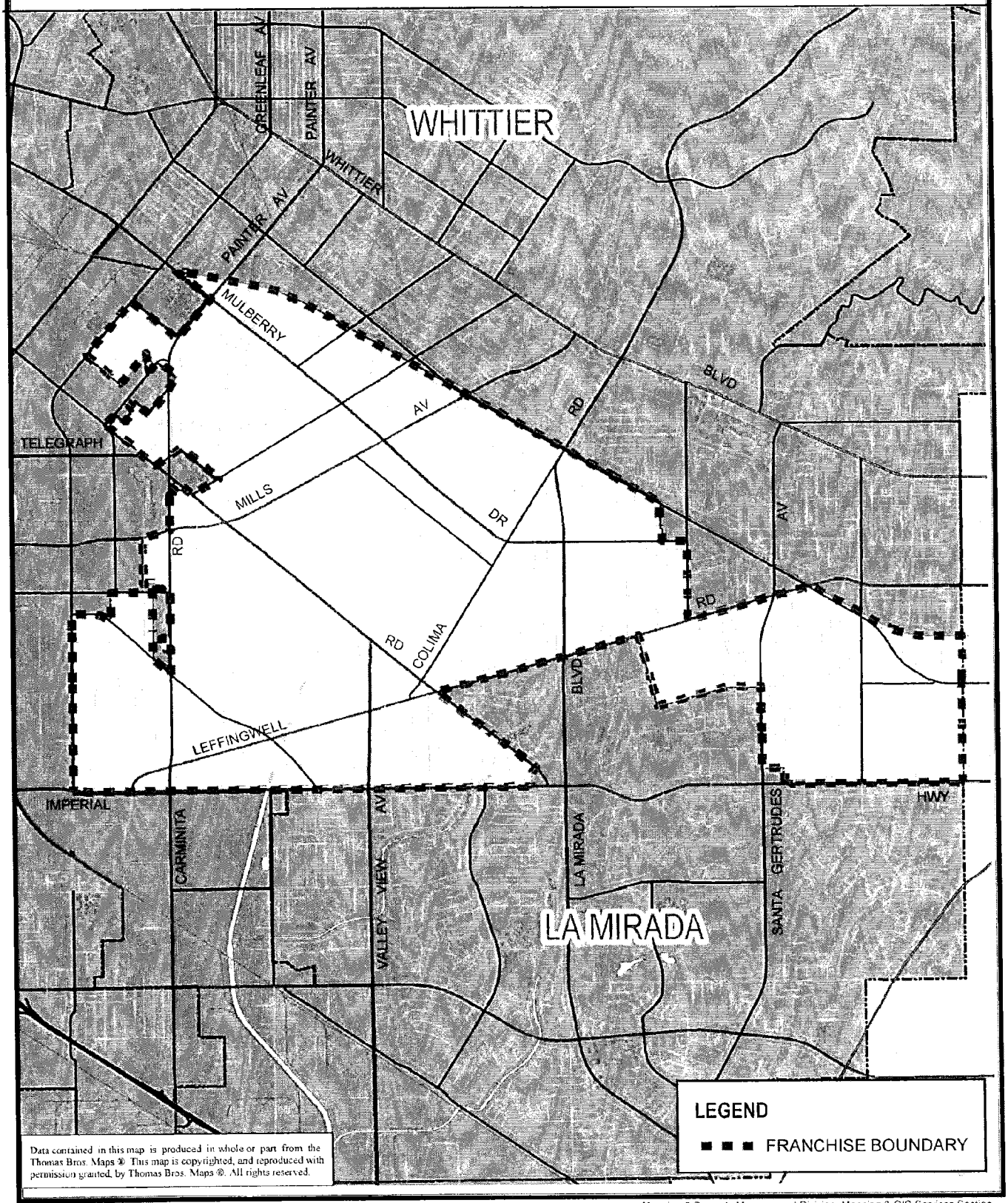
Mapping & Property Management Division, Mapping & GIS Services Section

SOUTH WHITTIER



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Mapping & Property Management Division, Mapping & GIS Services Section

WEST WHITTIER

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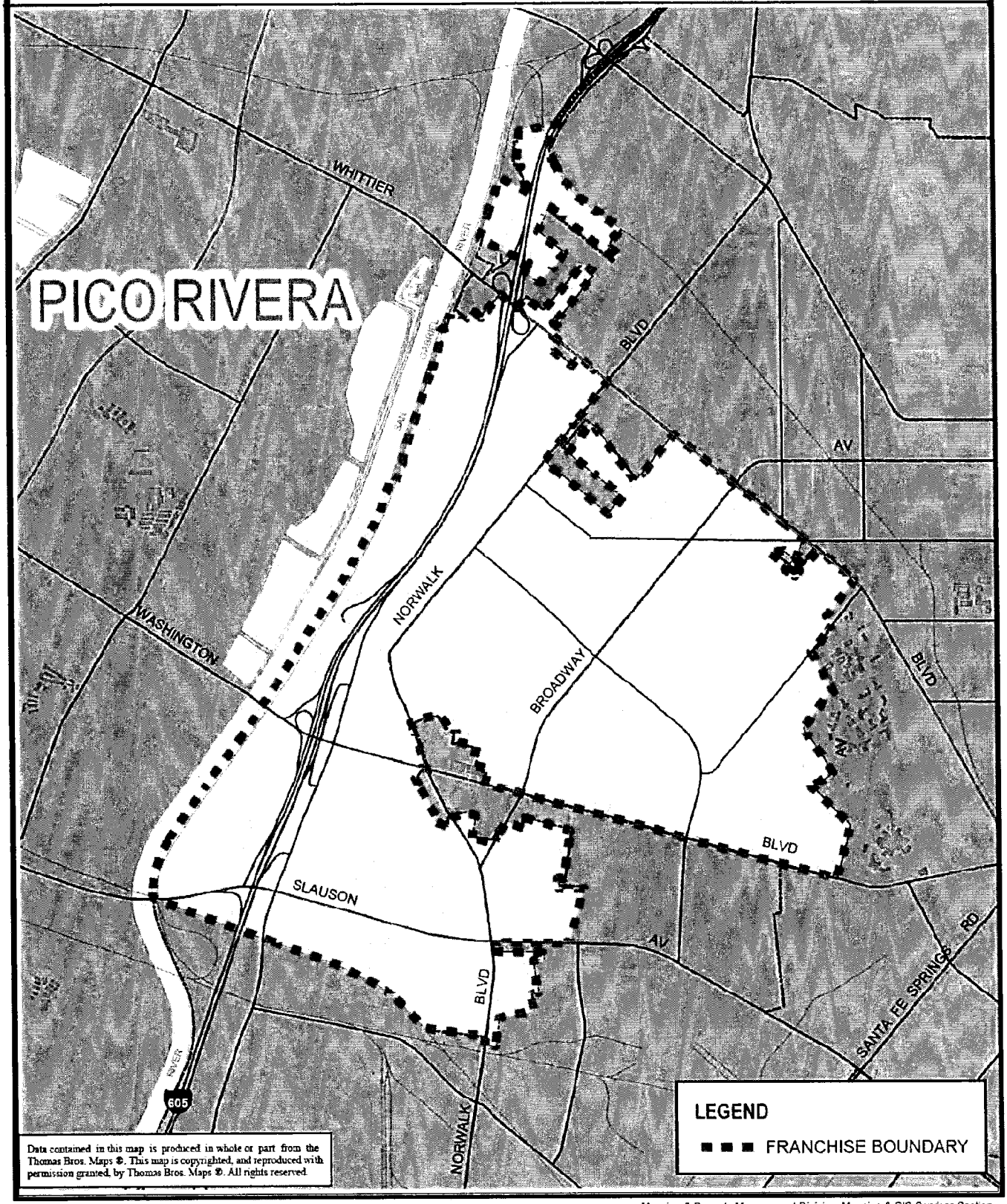

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Mapping & Property Management Division, Mapping & GIS Services Section

INITIAL STUDY OF ENVIRONMENTAL FACTORS

1. **Project Title:** Franchise Agreements for Commercial Solid Waste Collection Services in Unincorporated Communities in the County of Los Angeles.

2. **Lead Agency Name and Address:** County of Los Angeles Department of Public Works, Environmental Programs Division, 900 South Fremont Avenue, Alhambra, California 91803-1331.

3. **Contact Person and Phone Number:** Ms. Virginia Maloles at (626) 458-3562.

4. **Project Location:** Los Angeles County unincorporated communities of:
   - Altadena/Kinneloa Mesa
   - East Charter Oak/East Ramona/Foothill/Spadra
   - East Pasadena/East San Gabriel/East Arcadia/Royal Oaks
   - Hacienda Heights
   - Agua Dulce/Acton
   - Desert
   - Gorman/Neenach/Del Sur/Green Valley/Leona Valley/Quartz Hill
   - Littlerock/Pearblossom/Wilsona/Llano
   - Castaic/Newhall/Stevenson Ranch/Valencia/Canyon Country/Saugus
   - Chatsworth/Sunland/North Agoura/West Hills
   - Antelope
   - Lamanda
   - Ocean View/La Rambla/ West Carson
   - Pioneer/Bonner
   - Dominguez/West Compton/Athens Village/East Compton
   - El Camino Village/Del Aire/Alondra Park
   - Marina Del Rey/Ladera Heights
   - Franklin/Doheny/Universal/Veterans Admin Center/Gilmore
   - North East Bay and Mountain
   - North West Bay and Mountain
   - Avocado Heights
   - Bassett/Valinda/South San Jose Hills
   - Citrus/Charter Oak/Ramona
   - La Crescenta
   - Rowland Heights
   - South San Gabriel
   - South Whittier
   - West Whittier

5. **Project Sponsor's Name and Address:** County of Los Angeles Department of Public Works, 900 South Fremont Avenue, Alhambra, California 91803-1331.

6. **General Plan Designation:** The Los Angeles County General Plan

7. **Zoning:** The project area is zoned for commercial highway, commercial manufacturing, commercial manufacturing billboard exclusion, commercial manufacturing development program, commercial planned development, industrial buffer strip, light agriculture, light industrial, light manufacturing, limited multiple residence, low and medium density residential, major commercial, major industrial, manufacturing planned development, neighborhood business, neighborhood business billboard exclusion, non-urban, open space, public and semi-public facilities, residential planned development, residential/agriculture, resort and recreation, restricted business, restricted heavy manufacturing, restricted parking, single family residence, transportation corridor, two family residence, two family residence development program, unlimited commercial, and unlimited residence.

8. **Description of Project:** The project will consist of franchise agreements between the County of Los Angeles and selected waste collectors to provide refuse and recyclables collection services to businesses, industrial establishments and multi-family property owners for commercial solid waste collection services. Solid waste collection services in these unincorporated areas of the County of Los Angeles are currently provided either through an open-market system in which property owners arrange directly for services with the waste haulers of their choice or through garbage disposal districts. The County of Los Angeles is proposing to change existing commercial solid waste collection services for certain County unincorporated areas from an open-market system to a franchise system. Franchisees would be required to provide automated collection services and to offer separate green waste and recyclables collection.

   On September 28, 2004, the County of Los Angeles Board of Supervisors adopted Ordinance No. 2004-0055. This ordinance authorizes the award of nonexclusive, partially exclusive, or wholly exclusive franchise agreements for solid waste collection services in all or part of the unincorporated territory of the County, in accordance with California Public Resources Section 40059, for the purpose of assisting the County in achieving compliance with the State's waste diversion requirements and improving the quality and efficiency of solid waste collection services in the unincorporated territory.

   The County of Los Angeles Department of Public Works will issue requests for proposals non-exclusive franchise agreements to provide commercial solid waste collection services in the County of Los Angeles unincorporated areas listing in this project location. Each of these areas is currently served by multiple commercial waste collectors. All commercial waste collectors would be required to provide green waste and recyclables collection services for multi-family properties and commingled recyclable collection service for business, commercial and industrial establishments. Green waste and recyclables collection services are permitted to be provided either by separate collection, necessitating the use of three vehicles per route, or by commingled collection that is taken to a materials recovery facility (MRF) for separation.

A non-exclusive franchise is proposed to be awarded for each of these areas. This will result in having the same number of commercial waste haulers, or will reduce the number of waste haulers in a franchise area. Each waste hauler to be awarded a franchise would be required to enter into a franchise agreement with the County and comply with the County's requirements. The franchise agreements incorporate a standard scope of services with modifications as needed to reflect each community's unique characteristics and needs, as well as reporting and customer service requirements and provisions to enhance the County's enforcement of waste collection requirements. Commercial property owners in the franchise areas would arrange directly with the franchisee for waste collection services.

The project is anticipated to increase diversion of recyclable materials, reduce pollution from collection vehicle exhaust, reduce employee injuries, increase customer services and customer service accountability, improve Assembly Bill 939 program implementation performance and reporting accuracy, and facilitate more efficient enforcement of waste collection laws.
Waste collectors operating pursuant to a franchise agreement would perform franchise services in accordance with the laws governing the safe collection, transport, recycling, and disposal of residential solid waste.

9. Surrounding Land Uses and Settings:

A. Project Site - The proposed project is located in the all of the unincorporated communities of:

- Altadena/Kinneloa Mesa
- East Charter Oak/East Ramona/Foothill/Spadra
- East Pasadena/East San Gabriel/East Arcadia/Royal Oaks
- Hacienda Heights
- Agua Dulce/Acton
- Desert
- Gorman/Neenach/Del Sur/Green Valley/Leona Valley/Quartz Hill
- Littlerock/Pearblossom/Wilsona/Llano
- Castaic/Newhall/Stevenson Ranch/Valencia/Canyon Country/Saugus
- Chatsworth/Sunland/North Agoura/West Hills
- Antelope
- Lamanda
- Ocean View/La Rambla/West Carson
- Pioneer/Bonner
- Dominguez/West Compton/Athens Village/East Compton
- El Camino Village/Del Aire/Alondra Park
- Marina Del Rey/Ladera Heights
- Franklin/Doheny/Universal/Veterans Admin Center/Gilmore
- North East Bay and Mountain
- North West Bay and Mountain
- Avocado Heights
- Bassett/Valinda/South San Jose Hills

- Citrus/Charter Oak/Ramona
- La Crescenta
- Rowland Heights
- South San Gabriel
- South Whittier
- West Whittier

These communities consist of a mixture of single family homes, duplexes, multi-family properties, businesses, and commercial and industrial properties. Most of the roads in these areas are paved. The population varies in size from one community to another with a total population of around 1 million.

B. **Surrounding Properties** - The surrounding properties consist of the same mix discussed for the project site.

10. **Other agencies whose approval is required (and permits needed):** None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or "Potentially Significant Unless Mitigated," as indicated by the checklist on the following pages.

___	Aesthetics	___	Agriculture Resources	___	Air Quality
___	Biological Resources	___	Cultural Resources	___	Geology/Soils
___	Hazards & Hazardous Materials	___	Hydrology/Water Quality	___	Land Use/Planning
___	Mineral Resources	___	Noise	___	Population/Housing
___	Public Services	___	Recreation	___	Transportation/Traffic
___	Utilities/Service Systems	___	Mandatory Findings of Significance		

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

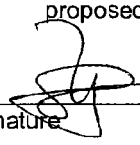
_X_ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

___ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

___ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

___ I find that the proposed project MAY have a potentially significant impact or potentially significant unless mitigated impact on the environment, but at least one effect a) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and b) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

___ I find that although the proposed project would have a significant effect on the environment because all potentially significant effects (a) have been analyzed adequately in an earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier ENVIRONMENTAL IMPACT REPORT or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature — Date: 6/2/08

Virginia Maloles — Printed Name

LACDPW — For

EVALUATION OF ENVIRONMENTAL IMPACTS

1 A brief explanation is required for all answers, except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants based on a project-specific screening analysis).

2 All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.

3 "Potential Significant Impact" is appropriate if an effect is significant or potentially significant, or if the lead agency lacks information to make a finding of insignificance. If there are one or more "Potential Significant Impact" entries when the determination is made, an Environmental Impact Report (EIR) is required.

4 "Less Than Significant With Mitigation Incorporation" applies where the incorporation of mitigation measures has reduced an effect from "Potential Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVIII, "Earlier Analysis," may be cross-referenced).

5 Earlier analyses may be used where, pursuant to the tiering, program EIR or other California Environmental Quality Act process, an effect has been adequately analyzed in an earlier EIR or Negative Declaration. Section 15063(c)(3)(D). Earlier analyses are discussed in Section XVIII at the end of the checklist.

6 Lead agencies are encouraged to incorporate into the checklist references, information sources for potential impacts (e.g., general plans and zoning ordinances). See the sample question below. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.

ENVIRONMENTAL CHECKLIST FORM

FRANCHISE SOLID WASTE COLLECTION SYSTEM

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
I.	**AESTHETICS** - Would the project:					
	a)	Have a substantial adverse effect on a scenic vista?				X
	b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?				X
	c)	Substantially degrade the existing visual character or quality of the site and its surroundings?				X
	d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				X
II.	**AGRICULTURE RESOURCES** - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:					
	a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?				X
	b)	Conflict with existing zoning for agricultural use or a Williamson Act contract?				X
	c)	Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use?				X
III.	**AIR QUALITY** - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:					
	a)	Conflict with or obstruct implementation of the applicable air quality plan?			X	
	b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
	c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for zone precursors)?				X
	d)	Expose sensitive receptors to substantial pollutant concentrations?				X
	e)	Create objectionable odors affecting a substantial number of people?			X	

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
IV.	**BIOLOGICAL RESOURCES** - Would the project:					
	a)	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
	b)	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
	c)	Have a substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
	d)	Interfere substantially with the movement of any native resident, migratory fish, or wildlife species; or with established native resident or migratory wildlife corridors; or impede the use of native wildlife nursery sites?				X
	e)	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
	f)	Conflict with the provisions of an adopted Habitat Conservation Plan; Natural Community Conservation Plan; or other approved local, regional, or State habitat conservation plan?				X
V.	**CULTURAL RESOURCES** - Would the project:					
	a)	Cause a substantial adverse change in the significance of a historical resource as defined in ' 15064.5?				X
	b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to ' 15064.5?				X
	c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
	d)	Disturb any human remains, including those interred outside of formal cemeteries?				X
VI.	**GEOLOGY AND SOILS** - Would the project:					
	a)	Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
		i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a know fault? Refer to Division of Mines and Geology Special Publication 42.				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		ii) Strong seismic ground shaking?				X
		iii) Seismic-related ground failure, including liquefaction?				X
		iv) Landslides?				X
	b)	Result in substantial soil erosion or the loss of topsoil?				X
	c)	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?				X
	d)	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
	e)	Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
VII.	**HAZARDS AND HAZARDOUS MATERIALS** - Would the project:					
	a)	Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
	b)	Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			X	
	c)	Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
	d)	Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5, and, as a result, would it create a significant hazard to the public or the environment?				X
	e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
	f)	For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
	g)	Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
	h)	Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
VIII.	**HYDROLOGY AND WATER QUALITY** - Would the project:					
	a)	Violate any water quality standards or waste discharge requirements?			X	
	b)	Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of preexisting nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
	c)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?				X
	d)	Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?				X
	e)	Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
	f)	Otherwise substantially degrade water quality?				X
	g)	Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
	h)	Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
	i)	Expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
	j)	Inundation by seiche, tsunami, or mudflow?				X
IX.	**LAND USE AND PLANNING** - Would the project:					
	a)	Physically divide an established community?				X
	b)	Conflict with any applicable land use plan, policy, or regulation of any agency with jurisdiction over the project (including, but not limited to, the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
	c)	Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
X.	**MINERAL RESOURCES** - Would the project:					
	a)	Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the State?				X
	b)	Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				X
XI.	**NOISE** - Would the project result in:					
	a)	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or ordinance or applicable standards of other agencies?			X	
	b)	Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
	c)	A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
	d)	A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
	e)	For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
	f)	For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
XII.	**POPULATION AND HOUSING** - Would the project:					
	a)	Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?				X
	b)	Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
	c)	Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
XIII.	**PUBLIC SERVICES**					
	a)	Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
		Fire protection?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
		Police protection?				X
		Schools?				X
		Parks?				X
		Other public facilities?				X
XIV. RECREATION-						
	a)	Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
	b)	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X
XV. TRANSPORTATION/TRAFFIC - Would the project:						
	a)	Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
	b)	Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?				X
	c)	Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
	d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
	e)	Result in inadequate emergency access?				X
	f)	Result in inadequate parking capacity?				X
	g)	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:						
	a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
	b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
	c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X

			Potential Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
	d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
	e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
	f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
	g)	Comply with Federal, State, and local statutes and regulations related to solid waste?				X
XVII. MANDATORY FINDINGS OF SIGNIFICANCE						
	a)	Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?				X
	b)	Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)				X
	c)	Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				X

XVIII. DISCUSSION OF WAYS TO MITIGATE SIGNIFICANCE EFFECTS

Section 15041 (a) of the State California Environmental Quality Act guidelines states that a lead agency for a project has authority to require changes in any or all activities involved in the project in order to lessen or avoid significant effects on the environment. No significant effects have been identified.

ATTACHMENT A

DISCUSSION OF ENVIRONMENTAL FACTORS
FRANCHISE COMMERCIAL SOLID WASTE COLLECTION SYSTEM

I. **AESTHETICS - Would the project:**

a) Have a substantial adverse effect on a scenic vista?

No Impact. The proposed project, award of commercial solid waste collection franchises in the County of Los Angeles unincorporated area communities, would not have a substantial adverse effect on any scenic vistas. Waste collection activities would continue at the same locations and would not appear different from current services.

b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway?

No Impact. The proposed project would not substantially damage any scenic resources. No construction is proposed and waste collection activities would continue to take place in commercial areas and streets.

c) Substantially degrade the existing visual character or quality of the site and its surroundings?

No Impact. The proposed project would not change the visual quality of the franchise areas, transport route areas, or surrounding areas. Waste collection activities would continue at the same locations and would not appear different from current services.

d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

No Impact. The proposed project would not create a new source of substantial light or glare.

II. **AGRICULTURE RESOURCES - Would the project:**

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to nonagricultural use?

No impact. The proposed project would not change any land uses.

b) Conflict with existing zoning for agricultural use or a Williamson Act contract?

No impact. The proposed project would not conflict with any zoning for agricultural use or local government contracts with private landowners for the purpose of restricting specific parcels of land to agricultural or related open space use in return for much lower property tax assessments (Williamson Act contracts) in the project area.

c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to nonagricultural use?

No impact. No construction or change in use is proposed and the proposed project would not involve any changes in the existing environment that could result in the conversion of Farmland to nonagricultural use.

III. **AIR QUALITY - Would the project**:

a) Conflict with or obstruct implementation of the applicable air quality plan?

Less than significant impact. The proposed project would not conflict with or obstruct implementation of the applicable air quality plan since the project would reduce the impacts from vehicle emissions compared to current commercial waste collection activities in the franchise areas. Waste collection activities would continue at the same locations and would not appear different from current services.

Each franchise area would be served by four or more commercial waste collectors; currently, the franchise areas are serviced by four or more commercial waste collectors, depending on the area.

The proposed franchise agreements require franchise waste collectors to comply with all applicable air pollution control laws, such as diesel particulate matter control measures applicable to solid waste collection vehicles as set forth in Article 4 of Chapter 3, Division 3, Title 13, California Code of Regulations.

In addition, the proposed franchise agreements require all collection services to be fully automated, whereas three of the six current residential waste collectors use manual collection vehicles. This requirement is anticipated to further reduce vehicle emissions due to the replacement of older diesel or other higher-emission trucks with newer automated vehicles, as well as the elimination of the longer truck idling periods used in manual collection. These emissions reductions would more than offset emissions increases, if any, due to automated collection from one side of the street at a

time instead of manual collection from both sides of the street in a single trip.

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Less than significant impact. The proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation. As discussed in Section III.a above, the project would reduce the impacts from vehicle emissions compared to current commercial waste collection activities in the franchise areas.

The proposed project would produce greenhouse gases during solid waste collection activities; however, the collection activities would adhere to all applicable air quality plans of the South Coast Air Quality Management District (SCAQMD). The impacts on global warming resulting from the solid waste collection associated with this project are accordingly considered to be less than significant.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?

No impact. The proposed project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable Federal or State ambient air quality standard. As discussed in Section III.a above, the project would reduce the impacts from vehicle emissions compared to current commercial waste collection activities in the franchise areas.

d) Expose sensitive receptors to substantial pollutant concentrations?

No impact. The proposed project would not expose sensitive receptors to substantial pollutant concentrations, as discussed in Section III.a above.

e) Create objectionable odors affecting a substantial number of people?

Less than significant impact. The proposed project would not create objectionable odors affecting a substantial number of people. As discussed in Section III.a above, the project would reduce the impacts from vehicle emissions compared to current commercial waste collection activities in the franchise areas. Commercial waste would be collected in the franchise areas and taken to a municipal solid waste management facility in the region. Collection of commercial solid waste would be automated and franchise waste collectors would be required to clean up all litter, spills and leaks. Any

remaining odors or emissions from commercial waste collection vehicles would be temporary due to the dynamic nature of the collection process and in low concentrations due to dilution from ambient air.

IV. BIOLOGICAL RESOURCES - Would the project:

a) ***Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No impact. The proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Most of the franchise areas are densely developed urban areas. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

b) ***Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?***

No impact. The proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. Most of the franchise areas are densely developed urban areas. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

c) ***Have a substantial adverse effect on Federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?***

No impact. The proposed project would not have a substantial adverse effect on any federally protected wetlands through direct removal, filling, hydrological interruption, or other means. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services. Waste collection activities would not take place in or remove, fill or hydrologically interrupt any marshes, vernal pools or other federally protected wetlands.

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No impact. The proposed project would not substantially interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. Most of the franchise areas are densely developed urban areas. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No impact. The proposed project would not conflict with any local policies or ordinances protecting biological resources. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No impact. The proposed project would not conflict with the provisions of any applicable Habitat Conservation Plan, Natural Community Conservation Plan, or other applicable local, regional, or state habitat conservation plan. Most of the franchise areas are densely developed urban areas. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

V. CULTURAL RESOURCES - Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?

No impact. The proposed project would not cause a substantial adverse change in the significance of a historical resource. No physical demolition, destruction, relocation, or alteration of any historical resource or its immediate surroundings is proposed.

b-d) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5; directly or indirectly destroy a unique paleontological resource or site or unique geologic feature; or disturb any human remains, including those interred outside of formal cemeteries?

No impact. The proposed project would not cause a substantial adverse change in the significance of an archaeological resource, directly or indirectly destroy a unique paleontological resource or site or unique geologic feature, or disturb any human remains. No construction or demolition is proposed, all activities would occur above ground. Waste collection activities would continue at the same locations and would not appear different from current services.

VI. GEOLOGY AND SOILS - Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

ii) Strong seismic ground shaking?

iii) Seismic-related ground failure, including liquefaction?

iv) Landslides?

No impact. The proposed project would not expose people or structures to potential significant adverse effects involving rupture of a known earthquake fault, strong seismic ground shaking, seismic-related ground failure, or landslides. No construction or demolition is proposed, all activities would take place above ground. Waste collection activities would continue at the same locations and would not appear different from current services.

b) Result in substantial soil erosion or the loss of topsoil?

No impact. The proposed project would not result in substantial soil erosion or loss of topsoil. No construction or demolition is proposed, all activities would take place above ground. Waste collection activities would continue at the same locations and would not appear different from current services.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

No impact. The proposed project would not potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse due to soil instability. No construction or demolition is proposed, all activities would occur above ground. Waste collection activities would continue at the same locations and would not appear different from current services. Commercial

waste collection vehicles are among many heavy industrial vehicles that travel the streets daily.

d) ***Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?***

No impact. The proposed project would not create substantial risks to life or property due to expansive soil. No construction or demolition is proposed, all activities would occur above ground. Waste collection activities would continue at the same locations and would not appear different from current services. Commercial waste collection vehicles are among many heavy industrial vehicles that travel the streets daily.

e) ***Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?***

No impact. The proposed project would not generate waste water or involve the use of septic tanks or alternative waste water disposal systems.

VII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:

a) ***Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?***

No impact. The proposed project would not involve the routine transport, use, or disposal of hazardous materials. The requirements of the franchise agreements would ensure that only commercial waste that does not include observable hazardous materials would be routinely collected. The proposed franchise agreements obligate the franchise waste collectors to develop and implement a hazardous waste screening protocol to ensure that they collect and transport only waste that does not include observable hazardous materials, and to provide for proper disposal of any observed hazardous materials. Waste collection activities would continue at the same locations and would not appear different from current services. The commercial waste collected from the franchise areas would be transported to permitted solid waste management facilities in the region.

b-c) ***Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment or emit hazardous emissions or handle hazardous materials, substances or wastes within one quarter mile of an existing or proposed school?***

Less than significant impact. The proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment or emit hazardous emissions or handle

hazardous materials, substances or wastes within one-quarter mile of an existing or proposed school. Waste collection activities would continue to take place at the same multi-family residential and commercial locations and streets with the same amount of commercial waste collected. As discussed in Section VII.a above, the proposed franchise agreements prohibit the routine collection and transporting of hazardous materials and require the franchise waste collectors to provide for the safe disposition of any hazardous waste observed in the performance of their collection activities. The proposed franchise agreements further require that franchise waste collectors secure pollution endorsements to automobile liability insurance policies that cover costs of cleaning up hazardous material spills.

d) ***Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?***

No impact. The proposed project would not take place on a site, which is known to be included on a list of hazardous materials sites compiled pursuant to Government Code, Section 65962.5. Commercial waste collection activities would continue to occur in streets and at the same commercial locations.

e) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?***

No impact. The proposed project would not result in a safety hazard for people residing in the project area even though portions of the franchise areas are within the planning boundaries of the adopted Los Angeles County Airport Land Use Plan. Waste collection activities would continue to take place at the same multi-family residential and commercial locations and streets with the same amount of commercial waste collected.

f) ***For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?***

No impact. The proposed project would not result in a safety hazard for people residing or working in the project area, since the franchise areas are not within the vicinity of any known private airstrips. Waste collection activities would continue at the same locations and would not appear different from current services.

g) ***Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?***

No impact. The proposed project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. Waste collection activities would continue at the same locations and would not appear different from current services. Waste collection vehicles are among many heavy industrial vehicles that travel the streets each day, and they do not affect use of the streets or access to commercial establishments by emergency response personnel.

In addition, the proposed franchise agreements obligate the franchise waste collectors to provide the County with maps of their collection routes and schedules, and the County would have the right to request changes to accommodate emergency evacuation plans or routes. Further, the proposed franchise agreements obligate the franchise waste collectors to make specified efforts to assist the County in the event of major disasters.

h) Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

No impact. The proposed project would not expose people or structures to a significant risk of loss, injury, or death involving wildland fires. Most of the franchise areas are densely developed urban areas. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

VIII. HYDROLOGY AND WATER QUALITY - Would the project:

a) Violate any water quality standards or waste discharge requirements?

Less than significant impact. The proposed project would not violate any water quality standards or waste discharge requirements. Waste collection activities would continue at the same locations and would not appear different from current services,, where runoff is designed to flow to the County's storm drain system, with the same amount of commercial waste collected. Collection of commercial solid waste would be automated and placed in containers with tight fitting lids with wheels that reduce animal scavenging, litter, and spill. In addition, the proposed franchise agreements require the franchise waste collectors to prevent solid waste from escaping from collection vehicles during collection and transportation, and to immediately clean up all litter, spills, and leaks.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

No impact. The proposed project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level, since the project would not involve the use of any substantial amounts of water.

c) ***Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?***

No impact. The proposed project would not result in substantial erosion or siltation on- or off-site since the project would not include activities that could change existing drainage patterns in the franchise areas, transport route areas or surrounding areas.

d) ***Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?***

No impact. The proposed project would not result in flooding on- or off-site since the project would not include activities that could change existing drainage patterns or increase the rate or amount of surface runoff in the franchise areas, transport route areas or surrounding areas.

e) ***Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?***

Less than significant impact. The proposed project would not create or contribute runoff water, which would exceed the capacity of existing or planned stormwater drainage systems, or provide substantial additional sources of polluted runoff since commercial solid waste would be contained in collection vehicles. Waste collection activities would continue at the same locations and would not appear different from current services. Collection of commercial solid waste would be automated and placed in containers with stable bases and attached tight fitting lids with wheels that reduce animal scavenging, litter, and spill. In addition, the proposed franchise agreements require the franchise waste collectors to prevent solid waste from escaping from collection vehicles during collection and transportation, and to immediately clean up all litter, spills, and leaks.

f) ***Otherwise substantially degrade water quality?***

No impact. The proposed project would not otherwise substantially degrade water quality since residential solid waste would be contained in collection vehicles. As described in Sections VIII.a and e above, the proposed

franchise agreements require the franchise waste collectors to prevent solid waste from escaping from collection vehicles during collection and transportation, and to immediately clean up any solid waste that spills or leaks onto any street. Waste collection activities would continue to take place at the same multi-family residential and commercial locations and streets, with the same amount of commercial waste collected.

g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?

No impact. The proposed project does not involve any construction or placement of any housing.

h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

No impact. The proposed project does not involve any construction or the placement of any structures that would impede or redirect flood flows.

i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

No impact. The proposed project would not include activities that could expose people or structures to a significant risk of loss, injury, or death involving flooding.

j) Inundation by seiche, tsunami, or mudflow?

No impact. The proposed project would not include activities that could expose people or structures to inundation by seiche, tsunami, or mudflow.

IX. LAND USE AND PLANNING - Would the project:

a) Physically divide an established community?

No impact. The proposed project would not physically divide an established community. No construction is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?

No impact. The proposed project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

c) ***Conflict with any applicable habitat conservation plan or natural community conservation plan?***

No impact. The proposed project would not conflict with any applicable habitat conservation plan or natural community conservation plan. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

X. MINERAL RESOURCES - Would the project:

a) ***Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?***

No impact. The proposed project would not use any known mineral resource that would be of value to the region or the residents of the state.

b) ***Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?***

No impact. The proposed project would not take place on a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.

XI. NOISE - Would the project result in:

a) ***Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?***

Less than significant impact. The proposed project would not expose persons to or generate noise levels in excess of standards established in the County general plan, the County noise ordinance, or applicable standards of other agencies. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services. Therefore, since the same amount of commercial waste would be collected at the same locations, the noise level at each pickup location would not change significantly.

In addition, the proposed franchise agreements require all collection services to be automated. Therefore, noise levels in the project areas would remain the same.

b) ***Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?***

Less than significant impact. The proposed project would not expose persons to or generate excessive groundborne vibration or groundborne noise levels. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services. Both existing and proposed waste collection vehicles produce temporary groundborne vibration and noise levels, but these levels are not significant.

c-d) ***A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project or a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?***

No impact. The proposed project would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project or a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. As described in Section XI.a above, ambient noise levels in the project areas would either remain the same or be reduced compared to current waste collection activities.

e-f) ***For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels or for a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?***

No impact. Although portions of some of the franchise areas are within the planning boundaries of the adopted Los Angeles County Airport Land Use Plan, the proposed project would not expose people to excessive noise levels. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

XII. POPULATION AND HOUSING - Would the project:

a) ***Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?***

No impact. The proposed project would not induce substantial population growth, either directly or indirectly. No construction or change in use is proposed.

*b-c) **Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere, or displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?***

No impact. The proposed project would not displace existing housing or people. No construction, demolition, or change in use is proposed.

XIII. PUBLIC SERVICE - Would the project:

*a) **Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: Fire protection, police protection, schools, parks, other public facilities?***

No impact. The proposed project would not result in the provision of or need for any new or physically altered fire protection, police protection, school, park, or other public facilities. No construction or change in use is proposed. Waste collection activities would continue at the same locations and would not appear different from current services.

XIV. RECREATION - Would the project:

*a) **Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?***

No impact. The proposed project would not increase the use of existing parks or other recreational facilities. Waste collection activities would continue to take place only at multi-family residential and commercial locations and streets.

*b) **Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?***

No impact. The proposed project does not include recreational facilities or require the construction or expansion of any recreational facilities.

XV. TRANSPORTATION/TRAFFIC - Would the project:

a) ***Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?***

No impact. The proposed project would not result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections. Waste collection activities would continue at the same locations and would not appear different from current services.

The proposed franchise agreements require all collection services to be fully automated, whereas some of the current commercial waste collectors use manual collection vehicles. Automated collection trucks move more quickly down commercial streets, resulting in fewer delays compared to vehicles attempting to move behind slow moving manual waste collection trucks.

b) ***Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?***

No impact. The proposed project would not exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways. The County's Congestion Management Program (CMP) applies to projects that have the potential to generate a minimum of 50 vehicle trips through a CMP intersection. The proposed project does not have the potential to generate 50 or more trips through a CMP intersection.

c) ***Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?***

No impact. The proposed project would not result in a change in air traffic patterns.

d) ***Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?***

No impact. The proposed project would not substantially increase hazards due to a design feature or incompatible uses since it would not add any design features or incompatible uses. Waste collection activities would continue at the same locations and would not appear different from current services.

e) ***Result in inadequate emergency access?***

No impact. The proposed project would not result in inadequate emergency access since no changes in emergency access would occur as a result of the project. Waste collection activities would continue at the same locations and would not appear different from current services. Waste collection vehicles are among many heavy industrial vehicles that travel the streets each day, and they do not affect use of the streets or access to residences by emergency response personnel.

In addition, the proposed franchise agreements obligate the franchise waste collectors to provide the County with maps of their collection routes and schedules, and the County would have the right to request changes to accommodate emergency access. Further, the proposed franchise agreements obligate the franchise waste collectors to make specified efforts to assist the County in the event of major disasters.

f) ***Result in inadequate parking capacity?***

No impact. The proposed project would not result in inadequate parking capacity. The project would not result in any increase in the need for parking or any changes to existing parking. Waste collection activities would continue at the same locations and would not appear different from current services.

g) ***Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?***

No impact. The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation.

XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:

a) ***Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?***

No impact. The proposed project would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board since the project would not result in contamination of or increase in discharge of wastewater. No construction is proposed, and only incidental amounts of wastewater would be generated by the project. Waste collection activities would continue at the same locations and would not appear different from current services.

b) ***Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

No impact. The proposed project would not require or result in the construction of new water or wastewater treatment facilities or expansion of

existing facilities since the project would not result in any significant increase in water usage or discharge of wastewater.

c) ***Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?***

No impact. The proposed project would not result in the construction of new stormwater drainage facilities or expansion of existing facilities. The proposed project would not create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff, since commercial solid waste would be contained in collection vehicles. Waste collection activities would continue at the same locations and would not appear different from current services. The proposed franchise agreements require the franchise waste collectors to prevent solid waste from escaping from collection vehicles during collection and transportation, and to immediately clean up all litter, spills, and leaks.

d) ***Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?***

No impact. Sufficient water supplies are available to serve the proposed project since the project would not involve the use of substantial amounts of water.

e) ***Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?***

No impact. The proposed project would generate only incidental amounts of wastewater.

f-g) ***Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs and comply with Federal, State, and local statutes and regulations related to solid waste?***

No impact. The proposed project would be served by landfills with sufficient permitted capacity to accommodate the project and would comply with Federal, State, and Local statutes and regulations related to solid waste. The proposed franchise agreements require compliance with all applicable laws and regulations and require the franchise waste collectors to provide documentation of the solid waste facilities to be used. In addition, a goal of the proposed project is to promote less disposal and more recycling of solid waste.

XVII. MANDATORY FINDINGS OF SIGNIFICANCE -

a) ***Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?***

No impact. For the reasons described in the above discussion of environmental factors, the proposed project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish and wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.

b) ***Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects?)***

No impact. The proposed project would not have impacts that are individually limited but cumulatively considerable.

c) ***Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?***

No impact. The proposed project would not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.

ATTACHMENT B
CLARIFICATIONS AND REVISIONS
TO THE DRAFT INITIAL STUDY/NEGATIVE DECLARATION

NOTE TO READER:
The following clarifications and revisions are intended to update the Draft Initial Study/Negative Declaration (IS/ND) to reflect amendments to the CEQA Guidelines, adopted by the Secretary of Natural Resources on December 30, 2009. These changes, which have been incorporated into the Draft IS/ND, constitute the Final IS/ND, to be presented to the County Board of Supervisors for certification and approval. These clarifications and modifications clarify, amplify or make insignificant changes to the IS/ND. Revisions to the IS/ND have not resulted in new significant impacts or mitigation measures, nor has the severity of an impact increased. Recirculation of the IS/ND is not required pursuant to Section 15073.5 (c) (4) of the California Environmental Quality Act guidelines.

CLARIFICATIONS AND REVISIONS:

II. AGRICULTURE AND FOREST RESOURCES

The title of the section has been revised and the following text has been added to the end of the section directions:

> II. AGRICULTURE *AND FOREST* RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. *In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.* Would the project:

The following questions and answers have been added to the section and question c) has been changed to question e) with added text:

> c) *Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?*

The proposed project will not conflict with existing zoning or cause rezoning of forest land, timberland or timberland zoned Timberland Production.

d) *Result in the loss of forest land or conversion of forest land to non-forest use?*

The proposed project will not result in the loss of forest land or the conversion of forest land to non-forest use.

e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to nonagricultural use *or conversion of forest land to non-forest use?*

~~**No impact.** No construction or change in use is proposed and the proposed project would not involve any changes in the existing environment that could result in the conversion of Farmland to nonagricultural use.~~

The proposed project would not involve any conversions of farmland to nonagricultural use or conversion of forest land to non-forest use. No construction or changes in land use are proposed.

VII. GREENHOUSE GAS EMISSIONS

This section was added after VI. Geology and Soils and subsequently modified the section title numbers throughout the document:

VII. GREENHOUSE GAS EMISSIONS - Would the project:

a) *Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?*

On September 27, 2006, Assembly Bill 32 (AB 32), the California Global Warming Solutions Act of 2006, was enacted by the State of California in order to address global climate change by reducing greenhouse gases. Assembly Bill 32 (AB 32) limits California's Greenhouse Gases (GHG) emissions for 2020 based on 1990 emission levels and directs California Air Resources Board to develop significance thresholds. Gases known to contribute to the Greenhouse Effect are carbon dioxide (CO_2), methane (CH_4), ozone, nitrous oxide (N_2O), water vapor, hydrofluorocarbons, chlorofluorocarbons, and sulfur hexafluoride. According to the report

"California's Greenhouse Gas Emissions and Sinks: 1990 to 2004", the principal greenhouse gas in California is carbon dioxide accounting for over 80 percent of the GHG emissions.

The proposed project will not conflict with Assembly Bill 32 and will comply with the Mandatory Commercial Recycling regulations. The proposed project would not introduce new sources of greenhouse gas emitters, nor would the proposed project create a new use that would attract vehicle trips that otherwise would not occur. There will be a reduction in the production of greenhouse gases due to the conversion from diesel to alternate fuels for vehicles associated with the proposed project. The impact on global warming will be less than significant and the project should not hinder the State of California's ability to meet the greenhouse gas reduction target contained in AB 32.

b) *Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?*

The proposed project will not conflict with any applicable plans, polices or regulations adopted for the purpose of reducing the emissions of greenhouse gases. The proposed project would comply with all applicable policies, ordinances, and regulations adopted by the County of Los Angeles that would reduce greenhouse gas emissions. The proposed project would not introduce new sources of greenhouse gas emitters, nor would the proposed project create a new use that would attract vehicle trips that otherwise would not occur. Therefore; the proposed project will have no impact.

XVI. TRANSPORTATION/TRAFFIC

Question a) had been revised to read:

a) ~~Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?~~ *Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?*

~~**No impact.** The proposed project would not result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections. Waste collection activities would continue at the same locations and would not appear different from current services.~~

~~The proposed franchise agreements require all collection services to be fully automated, whereas some of the current commercial waste collectors use manual collection vehicles. Automated collection trucks move more quickly down commercial streets, resulting in fewer delays compared to vehicles attempting to move behind slow moving manual waste collection trucks.~~

The proposed project does not conflict with any applicable plan, ordinance or policy established measures of effectiveness for the performance of the circulation system in this area. Waste collection activities would continue at residential, business, and commercial areas and public roadways in a manner similar to those currently provided in the open market. Waste collection activities would continue at the same locations and would not appear different from current services.

Question b) had been revised to read:

b) ~~Exceed, either individually or cumulatively, a~~ *Conflict with an applicable congestion management program, including, but not limited to* level of service standards *and travel demand measures, or other standards* established by the county congestion management agency for designated roads or highways?

The proposed project would not exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways. The proposed project will not conflict with any applicable congestion management program established by the County Congestions Management Agency for designated roads or highways. The County's Congestion Management Program (CMP) applies to projects that have the potential to generate a minimum of 50 vehicle trips through a CMP intersection. The proposed project does not have the potential to generate 50 or more trips through a CMP intersection.

Question c) has been revised to read:

c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?

The proposed project would not result in a change in air traffic patterns.

Question g) has been changed to f) and revised to read:

f) Conflict with adopted policies, plans, or programs *regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities*?

~~The proposed project would not conflict with adopted policies, plans, or programs supporting alternative transportation.~~ The proposed project would not conflict with any adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.

ENCLOSURE F

Bid Detail Information

Bid Number : PW-ASD840
Bid Title : NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)
Bid Type : Service
Department : Public Works
Commodity : GARBAGE/TRASH REMOVAL AND DISPOSAL SERVICE
Open Date : 1/11/2012
Closing Date : Continuous
Bid Amount : $ 0
Bid Download : Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests Statements of Qualifications for the Non-Exclusive Commercial Franchise Services (2012-FA001). The Request for Statement of Qualifications (RFSQ) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at http://dpw.lacounty.gov/asd/contracts or may be requested from Mr. Jesus Castillo at (626) 458 4055, jcastill@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

Effective July 1, 2012, State law requires all applicable bin (or dumpster)/roll-off customers to subscribe to recycling services. As a result, a Draft Non-Exclusive Commercial Franchise Agreement (Agreement) has been completed. The Board of Supervisors (Board) will consider adoption of the Agreement in spring 2012. Once adopted, all waste haulers operating within the unincorporated areas of the County (excluding the County's Garbage Disposal Districts and cities) must sign the Agreement in order to provide services to properties that utilize bins (or dumpsters) and roll-off boxes.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT http://dpw.lacounty.gov/asd/contracts. PROPOSERS MUST ACCESS THE RFSQ AT THE ABOVE-MENTIONED LINK AND DOWNLOAD A COPY FOR THEIR USE. A FREQUENTLY ASKED QUESTIONS (FAQ) WILL ALSO BE POSTED ON THE ABOVE-MENTIONED LINK.

Proposers' workshops will be held at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. Please contact Mr. Castillo via e-mail at jcastill@dpw.lacounty.gov, or Mr. Benjamin Sandoval via e-mail at bsandoval@dpw.lacounty.gov, to schedule an appointment. The workshops will be held on the following days and times:

- Friday, January 20, 2012, from 9 a.m. to 3 p.m. in Conference Room A.
- Friday, January 27, 2012, from 9 a.m. to 3 p.m. in Conference Room A.

The workshops will be on a first-come, first-served basis, unless an appointment was previously scheduled. All scheduled appointments will be assisted prior to any walk-ins. It is advised that Proposers come to the workshops with a completed proposal. Representatives from Public Works will review the completed proposals with the Proposers at the workshop.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFSQ document including, but not limited to, possessing a valid and active Waste Collector Permit issued by the County Department of Public Health naming the Proposer as the permittee at the time of proposal submission, and must complete Forms PW-1 through PW-20 to the satisfaction of the County. Please direct your questions to Mr. Castillo at the number listed on the previous page.

This RFSQ process may take several months to process before Franchise Agreements can be fully executed by the Board and collection services can commence. Therefore, it is imperative that Proposers return all proposal materials no later than January 31, 2012, for a service commencement date of July 1, 2012, as anticipated to be authorized by the Board. Proposals will be reviewed in the order they are submitted to Public Works based on the time indicated by the Public Works time stamp.

Amendment Date : 1/31/2012 Please take notice that due to the high volume of requests for appointments, we have added an additional workshop date on Friday, February 3, 2012. For those who have not already attended one of the workshops and would like to attend the February 3, 2012 workshop, please feel free to e-mail Mr. Benjamin Sandoval at bsandoval@dpw.lacounty.gov, or Mr. Jesus Castillo at jcastill@dpw.lacounty.gov to schedule an appointment.

Contact Name : Jesus Castillo
Contact Phone# : (626) 458-4055
Contact Email : jcastill@dpw.lacounty.gov
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