COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

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February 03, 2015

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 February 3, 2015

PATRICK OGAWA
ACTING 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:

AUTHORIZE THE TERMINATION OF THE NON-EXCLUSIVE COMMERCIAL SOLID WASTE COLLECTION FRANCHISE AGREEMENTS WITH S&H DISPOSAL CO.; JJK ROLL-OFF, INC.; AND CORDOVA CONSTRUCTION SERVICES, INC., FOR THE UNINCORPORATED AREAS OF THE COUNTY OF LOS ANGELES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Authorize the termination for convenience of the Non-Exclusive Commercial Solid Waste Collection Franchise Agreements for the County Unincorporated Areas of Los Angeles with S&H Disposal Co.; JJK Roll-Offs, Inc.; and Cordova Construction Services, Inc. Authorize the Director of Public Works or her designee to terminate the franchise agreements for convenience, and to implement all necessary and appropriate actions to effectuate the terminations. Grant limited delegated authority to the Director or her designee to terminate other Non-Exclusive Commercial Solid Waste Collection Franchise Agreements for convenience, upon request by a franchised hauler, if such termination is in the best interest of the County; and authorize the Director or her designee to terminate for default those franchise agreements with a franchised hauler who the Board has debarred, and to implement all necessary and appropriate actions to effectuate terminations in instances of request by, or debarment of, a franchised hauler.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the termination of Non-Exclusive Commercial Solid Waste Collection Franchise Agreements for Unincorporated Areas of the County of Los Angeles with S&H Disposal Co. (Contract No. 003087); JJK Roll-Offs, Inc. (Contract No. 003113); and Cordova Construction Services, Inc. (Contract No. 003060) for convenience for the reasons set forth in this letter. Authorize the Director of Public Works or her designee to implement all necessary and appropriate actions to effectuate the

terminations, including execution of agreements to terminate for convenience these franchise agreements.

2. Delegate authority to the Director of Public Works or her designee to terminate other Non-Exclusive Commercial Solid Waste Collection Franchise Agreements for Unincorporated Areas of the County of Los Angeles for convenience upon written request by a franchise waste hauler and when the Director or her designee determines that such termination is in the best interest of the County; and authorize the Director to implement all necessary and appropriate actions to effectuate the termination, including execution of an agreement to terminate for convenience, of any such franchise agreement.

3. Delegate authority to the Director of Public Works or her designee to terminate for default any Non-Exclusive Commercial Solid Waste Collection Franchise Agreement for the Unincorporated Areas of the County of Los Angeles with a franchise waste hauler that the Board has debarred; and authorize the Director or her designee to determine the effective termination date and to implement all necessary and appropriate actions to effectuate such termination, all in accordance with the terms of the Non-Exclusive Commercial Solid Waste Franchise Agreement for the Unincorporated Areas of the County of Los Angeles and the Los Angeles County Code, as referenced. The Director or her designee will notify the Board and the Chief Executive Office ten business days prior to such termination for default.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Public Works is requesting that the Board approve the following actions: terminate, for convenience, the County's Non-Exclusive Commercial Solid Waste Collection Franchise Agreement for Unincorporated Areas of the County of Los Angeles with S&H Disposal Co., JJK Roll-Offs, Inc., and Cordova Construction Services, Inc.; authorize the Director of Public Works or her designee to terminate other franchise agreements for convenience, upon request by a franchised hauler, if such termination is in the best interest of the County; and authorize the Director or her designee to terminate for default any franchise agreement with a franchised hauler that the Board has debarred.

S&H, JJK, and Cordova requested termination of their respective franchise agreements, for convenience, for various business and economic reasons, which reasons made the continuation of their franchise agreements infeasible. Specifically, S&H requested the County terminate its franchise agreement, for convenience, because it sold its business assets to another hauler that currently has a franchise agreement with the County. JJK and Cordova requested the termination of their respective franchise agreements, for convenience, because they stated that the revenues they were generating by providing waste hauling services to unincorporated area customers did not offset the cost of doing business in the County.

The recommended action to grant delegated authority to the Director or her designee to terminate for convenience other franchise agreements within the limitations set forth hereinabove would simplify the termination process and maximize operational effectiveness and fiscal sustainability for the County. In addition, such delegated authority would greatly expedite the termination process for the franchised hauler and relieve them of their performance and financial responsibilities under the franchise agreement.

Public Works anticipates that additional franchised haulers will request termination of their respective franchise agreements because there is a trend towards increased consolidations in the waste

hauling industry. Consolidations are even more likely in light of the impending implementation of City of Los Angeles' exclusive commercial solid waste collection franchise.

Finally, Public Works is also requesting that the Board grant limited delegated authority to the Director or her designee to terminate for default franchise agreements with franchised haulers in instances where the franchised hauler is debarred by the County, consistent with Section 16 of the franchise agreement.

Implementation of Strategic Plan Goals

The County Strategic Plan directs that we provide Operational Effectiveness/Fiscal Sustainability (Goal 1). The recommended action to delegate authority to the Director to terminate franchise agreements is consistent with the principles of this goal.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Revenues from the franchise agreements are budgeted in the Fiscal Year 2014-15 Solid Waste Management Fund Budget. Although the franchise agreements with S&H, JJK, and Cordova are being terminated, there will be no impact to revenues because succeeding franchised haulers will pay the County franchise fees on the gross receipts they receive from S&H's, JJK's, and Cordova's former customers. Furthermore, S&H, JJK, and Cordova are no longer providing services to any customers in the County unincorporated areas. In the instances of future franchise agreement terminations, customers located in the County unincorporated areas will be provided advanced notification and transitioned to new franchised haulers.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Background

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

On April 10, 2012, the Board adopted the Negative Declaration for the Non-Exclusive Commercial Franchise System and approved the action to award Non-Exclusive Commercial Franchise Agreements to qualified waste collectors to provide solid waste collection services to businesses, industrial establishments, and multifamily property owners for all unincorporated areas of the County. This action further authorized the Director to execute franchise agreements; to approve and execute amendments to incorporate necessary changes to the terms and conditions relating to the franchised haulers' service performance requirements, specifications, and enforcement; and to suspend work if, in the opinion of the Director, it was in the best interest of the County to do so.

Prior to the implementation of the Non-Exclusive Commercial Franchise System, commercial solid waste collection services were provided through an open-market system without uniform hauler accountability for customer service, quality, or efficiency of solid waste collection services. With the commencement of the Non-Exclusive Commercial Franchise System, effective July 1, 2012,

permitted waste haulers who provide service or plan to provide bins or dumpster and roll-off services to properties in the unincorporated areas of the County are required to submit all documents and forms specified in franchise agreement's Request For Statement of Qualifications and sign the franchise agreement with Public Works.

On June 21, 2012, Public Works executed the franchise agreement with S&H (Contract No. 003087), with service commencing on July 1, 2012, with a termination date of June 30, 2019. From July 2013 to January 2014, S&H invoiced an average of 12 accounts with an average franchise fee of approximately $1,268 monthly. On December 3, 2013, S&H informed the County that it would no longer be operating due to a merger with Republic Services. S&H informed County unincorporated area customers of its decision to discontinue operations, and terminated all of its customer subscription orders. Customers were provided with a 30-day notice of transition.

On July 19, 2012, Public Works executed the franchise agreement with JJK (Contract No. 003113), with service commencing on July 19, 2012, with a termination date of June 30, 2019. From July 2012 to June 2013, JJK invoiced an average of one account (ranging from 0 to 4 customers) with an average franchise fee of approximately $56.30 monthly. On October 30, 2013, JJK informed the County that it wished to discontinue operations within the County unincorporated areas due to insufficient business and the cost of the required performance bond. JJK ceased providing waste hauling services on July 1, 2013.

On April 3, 2013, Public Works executed the franchise agreement with Cordova (Contract No. 003060), with service commencing on April 3, 2013, with a termination date of June 30, 2019. From July 2013 to June 2014, Cordova invoiced zero accounts and paid $0.00 in franchise fees. On January 7, 2014, Cordova notified the County of its intent to terminate its franchise agreement and discontinue operations within the County unincorporated areas due to insufficient business and the cost of compliance with mandatory insurance requirements.

The franchise agreement (Section 16.E.1-3) authorizes the County to suspend or terminate for convenience all or a portion of the franchise agreement at any time upon determining, in its sole discretion, that suspension or termination for convenience is in its best interest, and sets forth notice requirements for such suspension or termination. Copies of the franchise agreements are enclosed. Termination for convenience of the franchise agreements with S&H, JJK, and Cordova would be in the County's best interest because it would ensure that the County is engaging in strong fiscal management and responsible business practices with waste haulers who are able to perform their obligations under the franchise agreement. Therefore, Public Works requests that the Board approve the termination of the franchise agreements with S&H, JJK, and Cordova for convenience; and authorize the Director or her designee to implement all necessary and appropriate actions to effectuate the terminations, including execution of agreements to terminate for convenience those franchise agreements.

For the reasons set forth above, including the recent trend in the waste hauling industry towards consolidation, Public Works also requests that the Board delegate authority to the Director or her designee to terminate other franchise agreements for convenience upon written request by a franchised hauler when the Director or her designee determines that such termination is in the best interest of the County.

The franchise agreement (Section 16.B.3.7) gives the Director or her designee the right to terminate the agreement upon the occurrence of various instances of default, as identified in the franchise agreement. Section 2.202.040G of the Los Angeles County Code authorizes the Board to terminate, in its discretion, any and all existing contracts of a debarred contractor. The franchise agreement

(Section 16.B.3) also gives the Director or her designee the right to choose a termination date when public health and safety so require.

Accordingly, Public Works requests that the Board delegate authority to the Director or her designee to terminate for default any franchise agreement with a franchised hauler who the Board has debarred; and authorize the Director or her designee to determine the effective termination date and to implement all necessary and appropriate actions to effectuate such termination, all in accordance with the terms of the franchise agreement and the Los Angeles County Code, as referenced. The Director or her designee will notify the Board and the Chief Executive Office ten business days prior to such termination for default.

Delegation of authority to the Director or her designee is an appropriate action considering public health and safety, including the continuous and uninterrupted collection of solid waste and disposal of putrescible garbage.

ENVIRONMENTAL DOCUMENTATION

The proposed action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project by Section 15378(b) of the CEQA Guidelines. This proposed action is an administrative activity of government which will not result in direct or indirect physical changes to the environment.

Specifically, the recommended action to delegate authority to the Director or her designee to terminate S&H's, JJK's, and Cordova's franchise agreements for convenience will not result in direct or indirect physical changes to the environment because these particular haulers have already ceased their operations. Their former customers receive services from other franchisees. Under the franchise agreement, customers can select any franchised hauler and can change haulers at any time.

Any future terminations for convenience upon written request by a franchised hauler or terminations for default (debarment) will not result in direct or indirect physical changes to the environment. Prior to the effective date of termination, franchised haulers will give their respective customers a 45-day advance notice of termination. During that period, customers can arrange for new waste collection services with any other franchised hauler. Public Works will contact the affected customers and offer assistance where necessary to ensure that there will be a seamless transition to new services and no interruption in trash collection services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services, because, as stated above, S&H, JJK, and Cordova are not currently providing waste collection services in the County unincorporated areas.

In the instances of future franchise agreement terminations, customers located in County unincorporated areas will be provided advanced notification and transitioned to new franchised haulers. Since trash collection for businesses in County unincorporated areas is provided through a non-exclusive franchise, businesses are free to hire any franchised haulers they choose. Therefore, there will be no interruption of waste hauling services to County unincorporated area customers.

CONCLUSION

Due to the foregoing, Public Works respectfully requests that the Board adopt the proposed recommendations necessary to approve termination of the franchise agreements with S&H, JJK, and Cordova, and delegate authority to the Director to implement all necessary and appropriate actions to effectuate these terminations. Furthermore, we recommend that the Board authorize the Director to terminate for convenience other franchise agreements if requested by other franchised haulers, and when the Director or her designee determines that such termination is in the best interest of the County, or for default in instances of debarment.

Please return one adopted copy of this letter to the Department of Public Works, Environmental Programs Division.

Respectfully submitted,

Gail Farber

GAIL FARBER
Director

GF:PP:td

Enclosure

c: Chief Executive Office (Rita Robinson)
County Counsel (Julia Weissman)
Executive Office

DEPARTMENT EXECUTE

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
CORDOVA CONSTRUCTION SERVICES, INC.

CONTRACT #003060

Franchise Date: JULY 1, 2012
Expiration Date: JUNE 30, 2019

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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 **CORDOVA CONSTRUCTION SERVICES, INC.**, a California Corporation (**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. <u>Expiration Date</u>. 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. <u>Earned Extension</u>.

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. <u>Termination</u>. 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):	30 days

	(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.	
(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. Consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.	immediately
(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,	immediately

	• 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.	
(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 <u>each occurrence of specified breach</u> (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 Initial Here: O.C. COUNTY Initial Here: MV

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
County Counsel

By _____
Deputy

CORDOVA CONSTRUCTION SERVICES, INC.

By _____
Its President

OSCAR Cordova
Type or Print Name

By _____
Its Secretary

BETTY GUERRA
Type or Print Name

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On May 31, 2012 before me, Mariela DeLeon notary public
(Here insert name and title of the officer),

personally appeared Betty Guerra,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

MARIELA DE LEON
Commission # 1952774
Notary Public - California
Los Angeles County
My Comm. Expires Sep 18, 2015

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

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

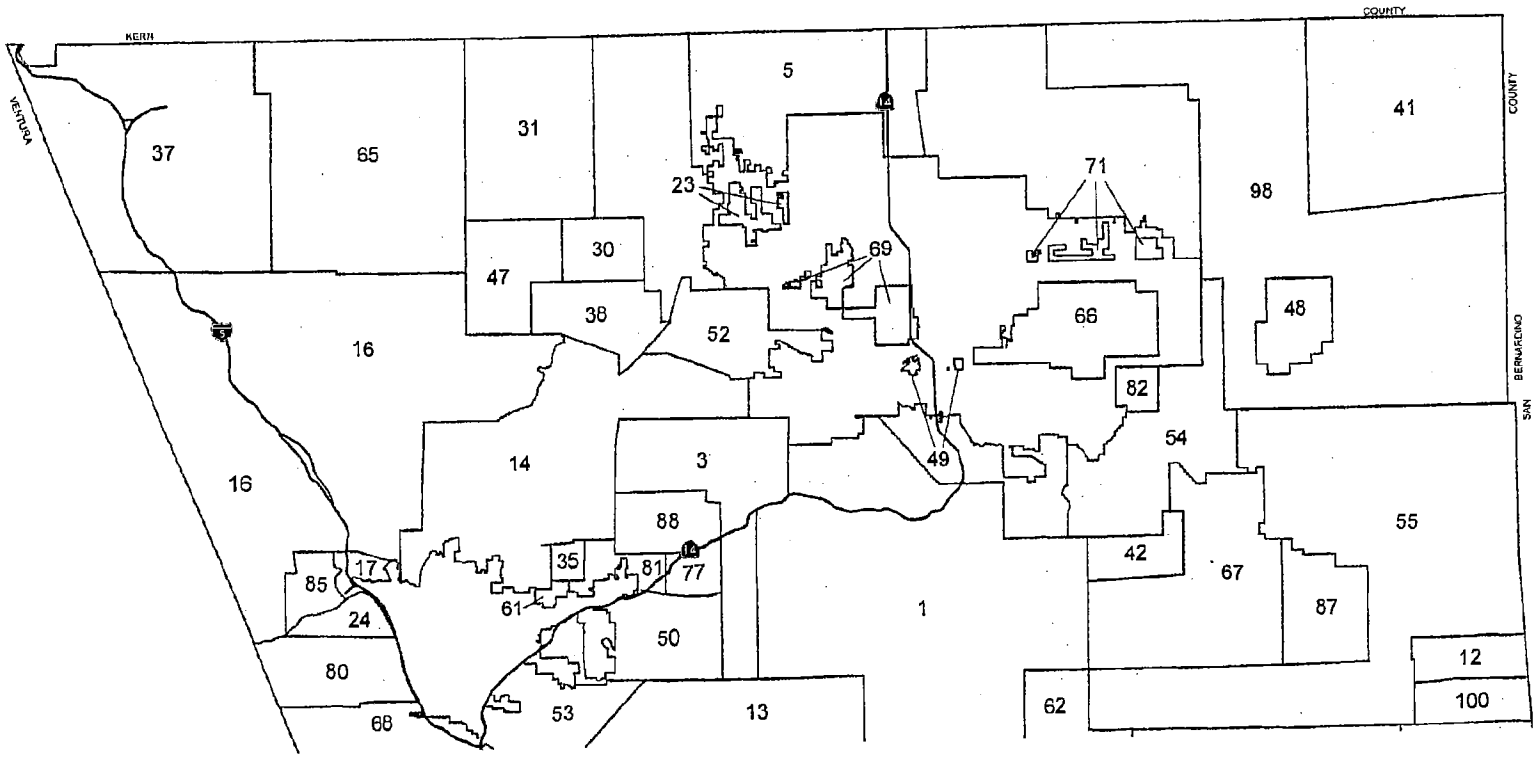
ID	NAME
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
77	SOLEDAD
78	SOUTH SAN GABRIEL
79	SOUTH SAN JOSE HILLS
80	STEVENSON RANCH
81	SULPHUR SPRINGS
82	SUN VILLAGE
83	TOPANGA CANYON
	FERNWOOD
	GLENVIEW
	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)		

EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



LEGEND

Unincorporated Community

Miles

0 3.75 7.5

PUBLIC WORKS

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

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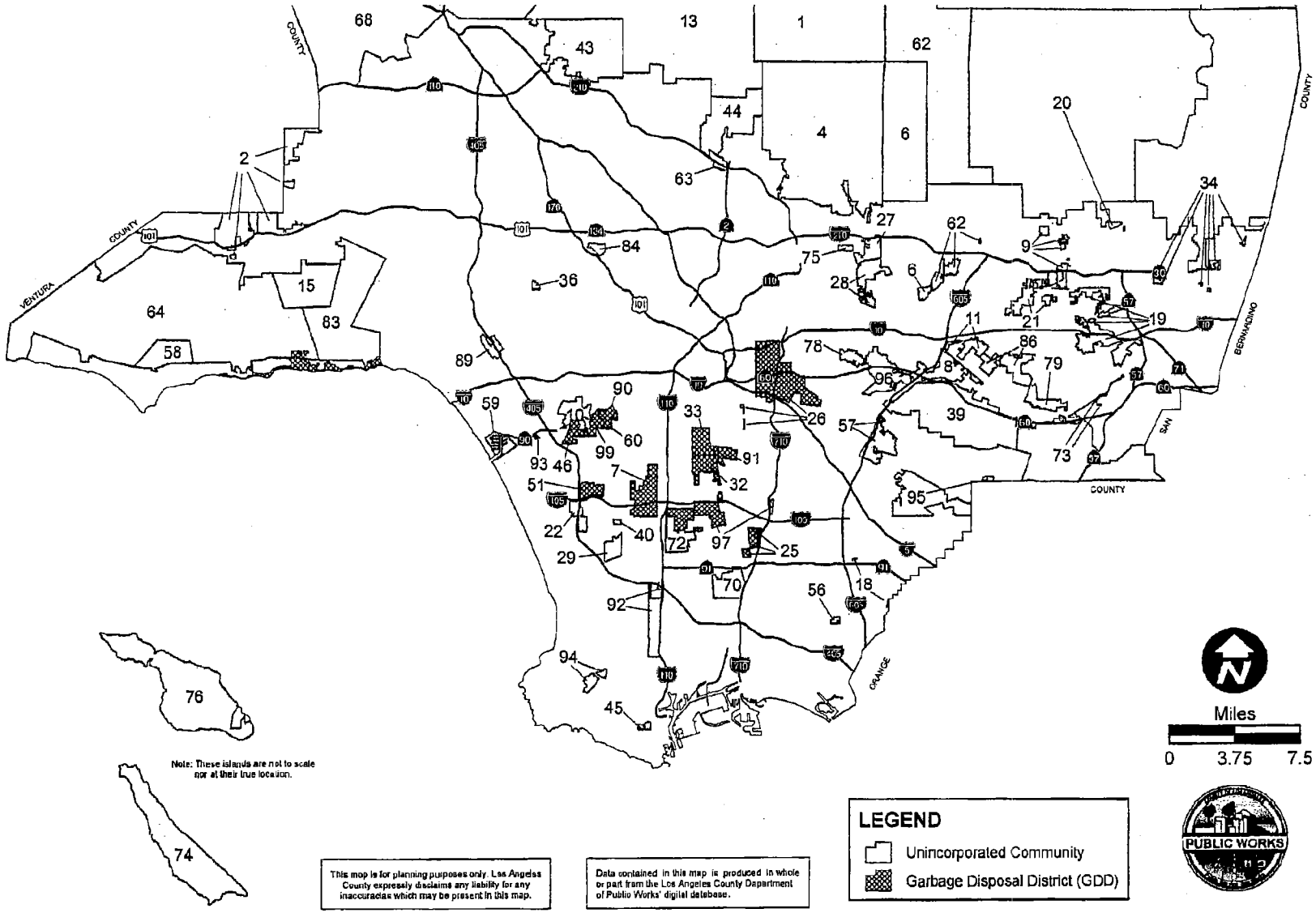
EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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

EXHIBIT B

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
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
90	VIEW PARK (GDD)
91	WALNUT PARK (GDD)
92	WEST CARSON
93	WEST FOX HILLS (GDD)
94	WESTFIELD
95	WHITTIER ISLANDS
96	WHITTIER NARROWS
97	WILLOWBROOK (GDD)
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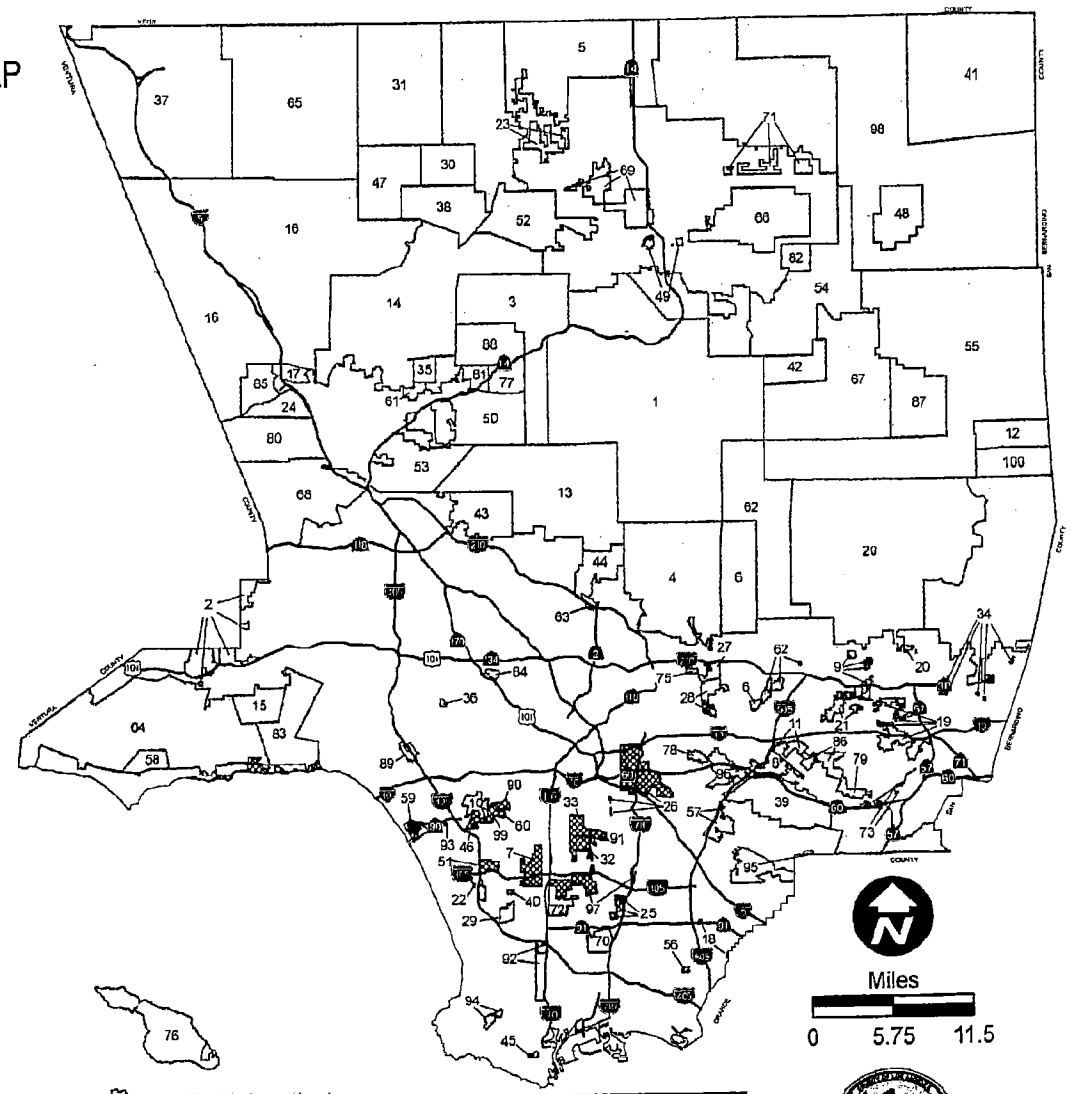
100	WRIGHTWOOD



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

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.

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 to 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 and/or dumpsters/bins) or we bill you incorrectly (such as changing your service rate(s) without obtaining your prior consent through a revised Customer Subscription Order). You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

Customer Notification. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart 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 address 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:

(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.

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.

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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)

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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.)

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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.

Notice **1015** (Rev. 12 2011)
Cat. No. 20599I

EXHIBIT G

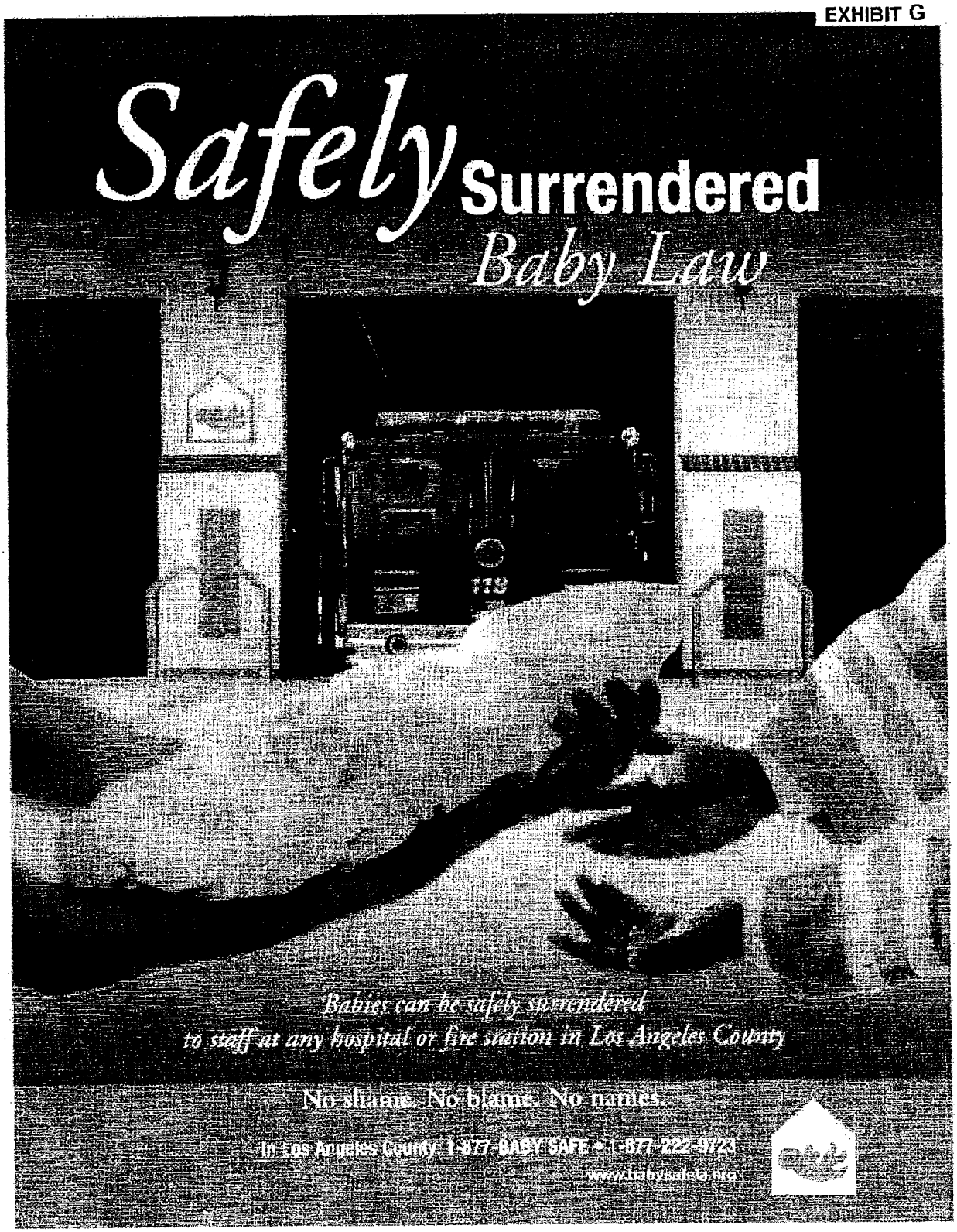

Safely surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In the Los Angeles County, call toll-free 1-877-Baby-Safe (1-877-229-2933)

www.babysafe.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with custody, when needed to provide for the safety and well-being of their newborn baby, the parent has power permission to confidentially surrender a baby, as long as the baby is three days (72 hours) old and has not been injured 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 2, 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 Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

EXHIBIT G

En el condado de Los Angeles: [illegible]

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, si se hace cualquier persona que tenga los padres la entregue dentro del período.

Siempre que el bebé tenga tres días (72 horas) de vida, esté sano y no haya sido abandonado o maltratado, puede entregarse al personal de un hospital o cuartel de bomberos.

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 esa 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

EXHIBIT I - FRANCHISEE DOCUMENTATION

(PAGE 98 – xxx)

Will be entered after receipt of bond and insurance

1. Form PW-1 Verification of Proposal
2. Form PW-3 Conflict of Interest Certification
3. Form PW-5 Proposer's Equal Employment Opportunity Certification
4. Form PW-6 List of Subcontractors
5. Form PW-8 GAIN and GROW Employment Commitment
6. Form PW-10 Charitable Contributions Certifications
7. Form PW-13 Defaulted Property Tax
8. Form PW-14 Recycling and Waste Diversion Plan
9. Form PW-15 Subscription Order Template
10. Form PW-16 Unpermitted Waste Screening Protocol
11. Form PW-17 Personnel Contact List
12. Form PW-18 Solid Waste Facilities
13. Form PW-19 Service Area Checklist
14. Form PW-20 Vehicle Information
15. Waste Collectors Permit
16. Insurance Accord
17. Performance Bond

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: JAN 18, 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: NON-EXCLUSIVE COMMERCIAL FRANCHISE SERVICES

DECLARANT INFORMATION

3. NAME OF DECLARANT: BEATRIZ GUERRA

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: SECRETARY

PROPOSER INFORMATION

6. Proposer's full legal name: CORDOVA CONSTRUCTION SERVICES			Telephone No.: 818-896-0509
Address: 12506 MONTAGUE ST, PACOIMA CA 91331			Fax No.: 818-896-1450
e-mail:	County WebVen No.: 15742901	IRS No.: 95-4487666	Business License No.: 829957-0001-4

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: LOS ANGELES	
	State of incorporation: CALIFORNIA	Year incorporated: 1994
☐ 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) OSCAR CORDOVA	Title PRESIDENT	Phone 818-896-0509	Fax 818-896-1450
Street 11260 ZELZAH AVE	City GRANADA HILLS	State CALIFORNIA	Zip 91344
Name(s) BETTY GUERRA	Title SECRETARY	Phone 818-896-0509	Fax 818-896-1450
Street 12853 PAXTON ST	City PACOIMA	State CALIFORNIA	Zip 91331

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: Oscar Cordova	Date: 01-19-2012
Type name and title: OSCAR CORDOVA / PRESIDENT	

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]

Cordova Construction Services, Inc
P.O. Box 923250 – Sylmar, CA 91392-3250
Phone (818) 896-0509 Fax (818) 896-1450

January 13, 2012

County of Los Angeles Department of Public Works
Administrative Service Division – 9th Floor
Attention Mr. Jesus Castillo or Mr. Benjamin Sandoval
P.O. Box 1460
Alhambra, California 91802-1460

NON- EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001)

Dear Attention Mr. Jesus Castillo or Mr. Benjamin Sandoval:

Cordova Construction Services, Inc. is pleased to submit the enclosed proposal to the Los Angeles County Department of Public Works for NON- EXCLUSIVE COMMERCIAL FRANCHISE SERVICES (2012-FA001).

We at Cordova Construction understand the importance of recycling and we applaud the city enforcing it. We will do our best not only to comply with the required percentage rate but to exceed by recycling as much as is possible.

The following is the individual authorized to make representations in regards to this proposal.

Beatriz Guerra
12853 Paxton St
Pacoima, CA 91331

We appreciate the opportunity to provide services to the County, we look forward to your review and comments; we can be reached at 818-896-0509 and at cordovaconstructionservices@yahoo.com

Sincerely,

Oscar Cordova
President

FORM PW-3

CONFLICT OF INTEREST CERTIFICATION

I, OSCAR CORDOVA

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) _____

of CORDOVA CONSTRUCTION SERVICES, INC
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 Oscar Cordova Date 01-19-2012

FORM PW-5

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	CORDOVA CONSTRUCTION SERVICES, INC.
Address	12506 MONTAGUE ST, PACOIMA CA 91331
Internal Revenue Service Employer Identification Number	95-44-87666

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 OSCAR CORDOVA	
Signature Oscar Cordova	Date 01-19-12

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-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 Oscar Cordova	Title PRESIDENT
Firm Name OSCAR CORDOVA	Date 01-19-12

FORM PW-10

CHARITABLE CONTRIBUTIONS CERTIFICATION

CORDOVA CONSTRUCTION SERVICES

Company Name

12506 MONTAGUE ST, PACOIMA CA 91331

Address

95-44-87666

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.	(X)	( )
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.	( )	(X)

Oscar Cordova

Signature

01-19-12

Date

OSCAR CORDOVA / PRESIDENT

Name and Title (please type or print)

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: OSCAR CORDOVA	Title: PRESIDENT
Signature: Oscar Cordova	Date: 01-19-2012

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: CORDOVA CONSTRUCTION SERVICES, INC.

Contact Person Representing Company: BETTY GUERRA

Title: SECRETARY Phone Number: 818-896-0509

E-mail Address: CORDOVACONSTRUCTIONSERVICES@YAHOO.COM

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 10% %

   Please provide name(s) of Material Recovery Facility and recovery rate(s).

   A) CORDOVA CONSTRUCTION SERVICES MRF Recovery Rate 71 %

   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): 20x4 & 2 YARDS

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	39000 tons	11300 tons	27700 tons	71 %
Next Year Projected	45000 tons	12000 tons	33000 tons	75 %

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						

Does not provide service in unincorporated areas up to (B)

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: OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-19-2012

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: OSCAR Cordova Title: president

Signed Oscar Cordova Date: 5-24-12

TRASH and RECYCLABLES Collection Services in Bins/Dumpsters

CUSTOMER SUBSCRIPTION ORDER

To Our Valued Customer: The County of Los Angeles Board of Supervisors (County) awarded FRANCHISEE NAME a franchise to provide trash 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 waste hauler under the County's commercial waste franchise agreement. Its term is 7 years, *unless you terminate service by* (1) giving us 90 days notice without any cause if you are not delinquent in paying us any service charges (2) 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 or (3) 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. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart service.

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. 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.]						

ADDITIONAL STANDARD SERVICE

All Customers:

- **Recycling Containers – 1 cubic yard capacity or 2 96-gallon carts FREE**
- **Additional or larger containers and capacity provided at HALF the trash rate**

Residential and Multi-Family Customers ONLY:

- **FREE Holiday Tree Collection Services**
- **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) Five pickups of bulky items (limit of five 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 multifamily residence and schedule the annual cleanup event.

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 and EMAIL ADDRESS

FRANCHISEE NAME **FORM PW-15**

Bin Rental and Roll-Off Services

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 waste hauler under the County's commercial waste franchise agreement. *You may terminate service 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 or the franchise expires or is terminated by the County.

BIN AND ROLL-OFF CONTAINER 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 service.

We will bill you

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.]						

ROLL-OFF 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.]						

(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.

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 BI-WEEKLY

☒ 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) DRIVERS CALL OFFICE & WE CALL CUSTOMER TO LET THEM KNOW CONTAINER WON'T BE PICKED UP UNTIL THEY CALL AUTHORIZED COMPANY TO REMOVE HAZARDOUS MATERIAL.

(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: OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-19-2012

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:	OSCAR CORDOVA
ADDRESS:	11260 ZELZAH AVE
	GRANADA HILLS, CA 91344
OFFICE PHONE:	818-896-0509
CELL PHONE:	818-515-2675
FAX:	818-896-1450
EMAIL:	CORDOVACONSTRUCTIONSERVICES@YAHOO.COM
YEARS OF EXPERIENCE:	30

TITLE: President	
FULL NAME:	OSCAR CORDOVA
ADDRESS:	11260 ZELZAH AVE
	GRANADA HILLS, CA 91344
OFFICE PHONE:	818-896-0509
CELL PHONE:	818-515-2675
FAX:	818-896-1450
EMAIL:	CORDOVACONSTRUCTIONSERVICES@YAHOO.COM
YEARS OF EXPERIENCE:	30

TITLE: General Manager	
FULL NAME:	BEATRIZ GUERRA
ADDRESS:	12853 PAXTON ST
	PACOIMA CA 91331
OFFICE PHONE:	818-896-0509
CELL PHONE:	818-400-1205
FAX:	818-896-1450
EMAIL:	BETTYGUERRA7@HOTMAIL.COM
YEARS OF EXPERIENCE:	8

TITLE: Operations Manager	
FULL NAME:	MARTIN TERRAZAS
ADDRESS:	11067 STAGG ST
	SUN VALLEY, CA 91352
OFFICE PHONE:	818-896-0509
CELL PHONE:	818-203-2108
FAX:	818-896-1450
EMAIL:	
YEARS OF EXPERIENCE:	3

PERSONNEL CONTACT LIST

Page 2

TITLE: Customer Service Supervisor
FULL NAME: BEATRIZ GUERRA
ADDRESS: 12853 PAXTON ST PACOIMA, CA 91331
OFFICE PHONE: 818-896-0509
CELL PHONE: 818-400-1205
FAX: 818-896-1450
EMAIL: BETTYGUERRA7@HOTMAIL.COM
YEARS OF EXPERIENCE: 8

TITLE: Route Supervisor
FULL NAME: NERILIANA ALANIZ
ADDRESS: 13000 CARL PL #291 PACOIMA, CA 91331
OFFICE PHONE: 818-896-0509
CELL PHONE:
FAX: 818-896-1450
EMAIL:
YEARS OF EXPERIENCE: 3

TITLE: Recycling Coordinator
FULL NAME: OSCAR CORDOVA
ADDRESS: 11260 ZELZAH AVE GRANADA HILLS, CA 91344
OFFICE PHONE: 818-896-0509
CELL PHONE: 818-515-2675
FAX: 818-896-1450
EMAIL: CORDOVACONSTRUCTIONSERVICES@YAHOO.COM
YEARS OF EXPERIENCE: 30

TITLE: Accountant/book keeper who calculates and submits franchise fee to County.
FULL NAME: BETTY GUERRA
ADDRESS: 12853 PAXTON ST PACOIMA CA 91331
OFFICE PHONE: 818-896-0509
CELL PHONE: 818-400-1205
FAX: 818-896-1450
EMAIL: BETTYGUERRA7@HOTMAIL.COM
YEARS OF EXPERIENCE: 8

Name of person signing form: OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-19-2012

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: WASTE MANAGEMENT Address: 2801 MADERA RD. SIMI VALLEY, CA 93065 Telephone: 805-579-7267				
Materials accepted:	REFUSE - RUBISH				
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: WEST VALLEY FIBERS Address: 14811 KESWICK ST VAN NUYS, CA 91405 Telephone: 818-782-7988				
Materials accepted:	CARDBOARD - PAPER - GLASS				
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: EAST VALLEY DIVERSION Address: 11616 SHELDON ST SUN VALLEY, CA 91352 Telephone: 818-252-0019				
Materials accepted:	C & D				
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: NORTH HILLS RECYCLING Address: 11700 BLUCHER AVE GRANADA HILLS, CA 91344 Telephone: 818-831-7980				
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: N/A 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: N/A 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: CORDOVA CONSTRUCTION Address: 12506 MONTAGUE ST PACOIMA CA 91331 Telephone: 818-896-0509		
Materials accepted:	CONCRETE - DIRT - WOOD - GREEN - PLASTER		
Materials rejected:	RAILROAD TIES - PAINT - TIRES		
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: N/A 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) METAL	Name of Facility: PACOIMA METALS Address: 12215 MONTAGUE ST PACOIMA, CA 91331 Telephone: 818-890-5555		
Materials accepted:	ALUMINUM - SCRAP -		
Materials rejected:			
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue.			

Name of person signing form: OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-20-2012

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	

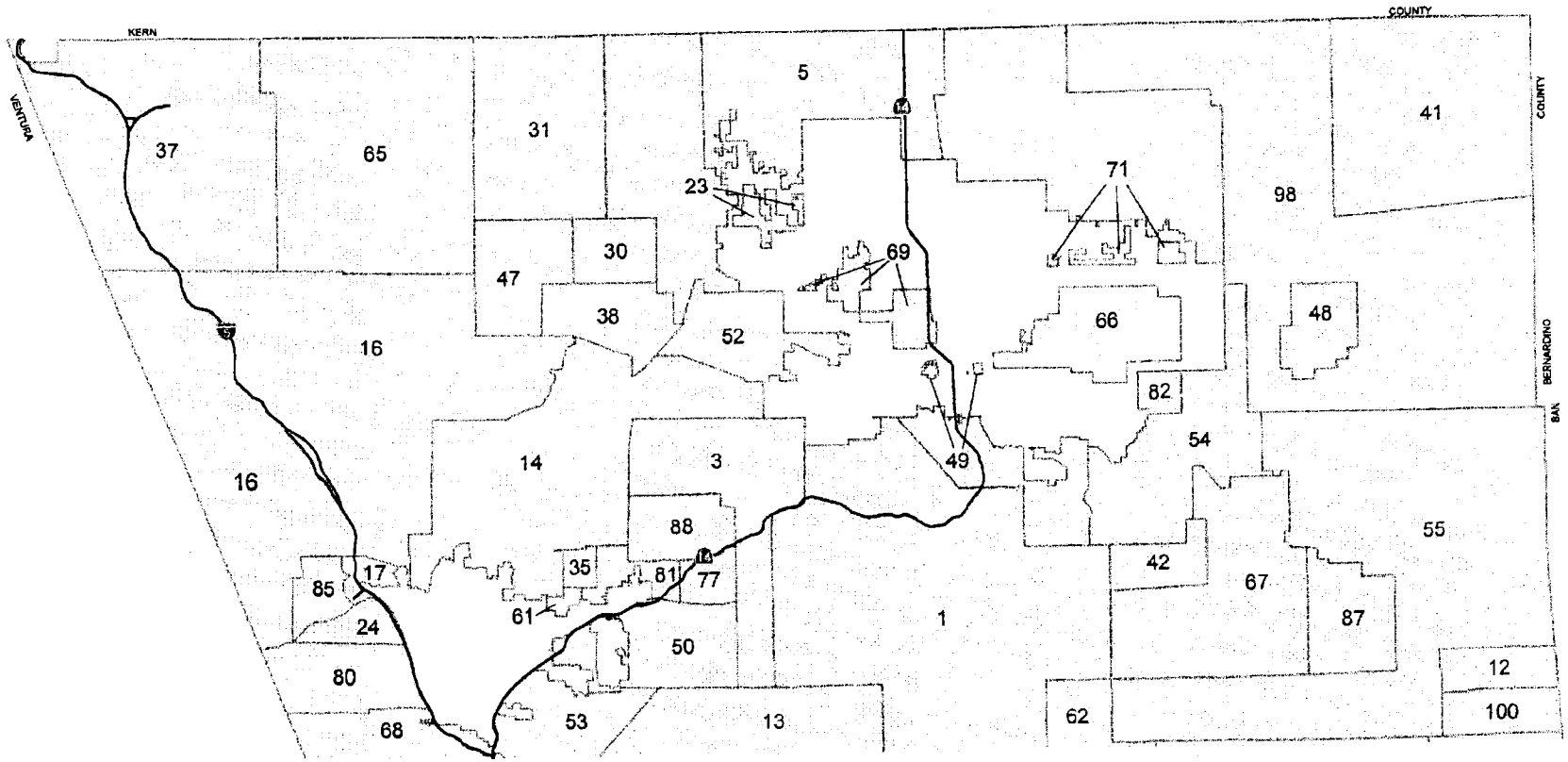
Garbage Disposal Districts

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 OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-20-2012

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



LEGEND

Unincorporated Community

Miles

0 3.75 7.5

PUBLIC WORKS

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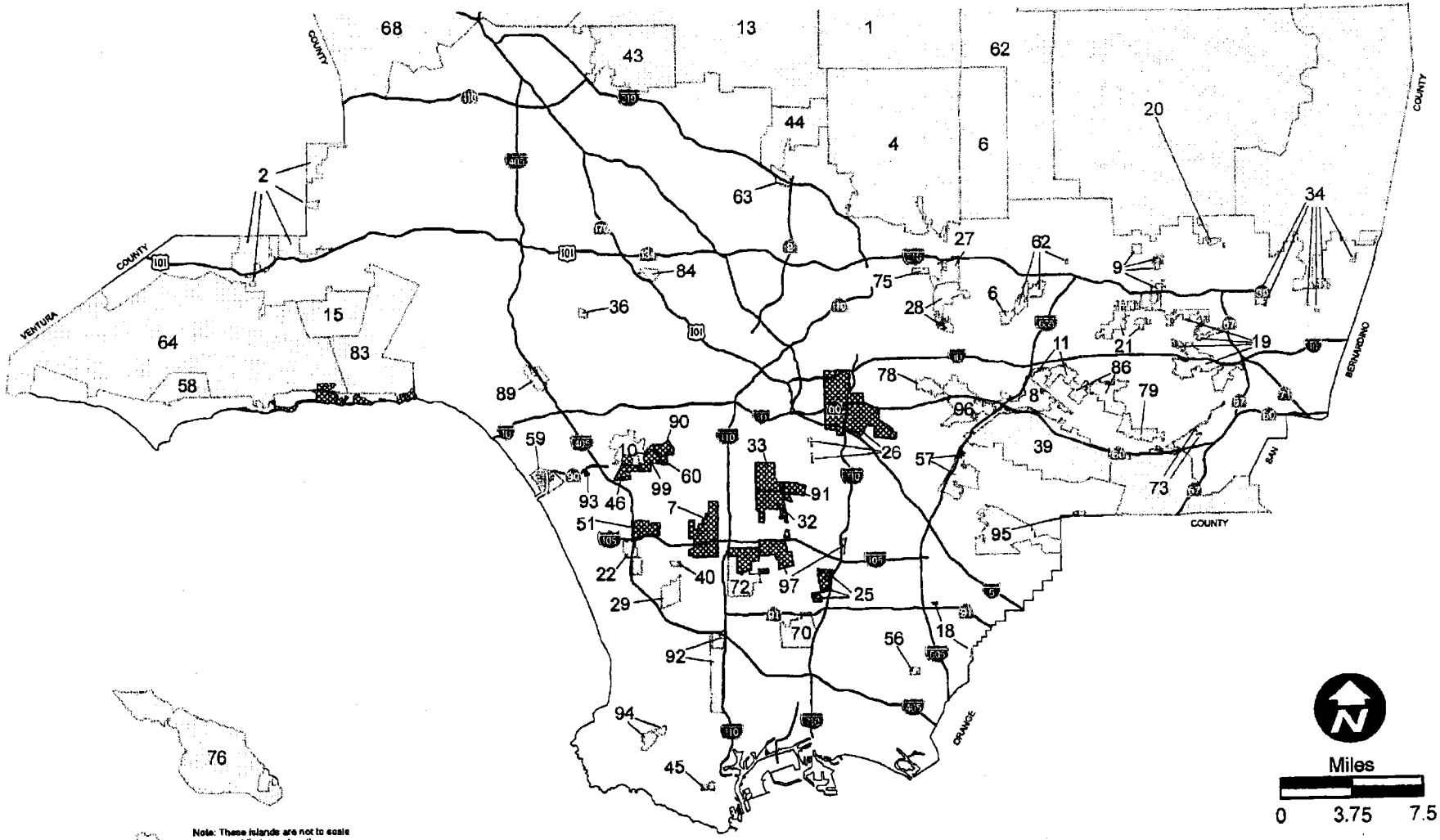
Survey/Mapping & Property Management Division, Mapping & GIS Services Section

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
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
90	VIEW PARK (GDD)
91	WALNUT PARK (GDD)
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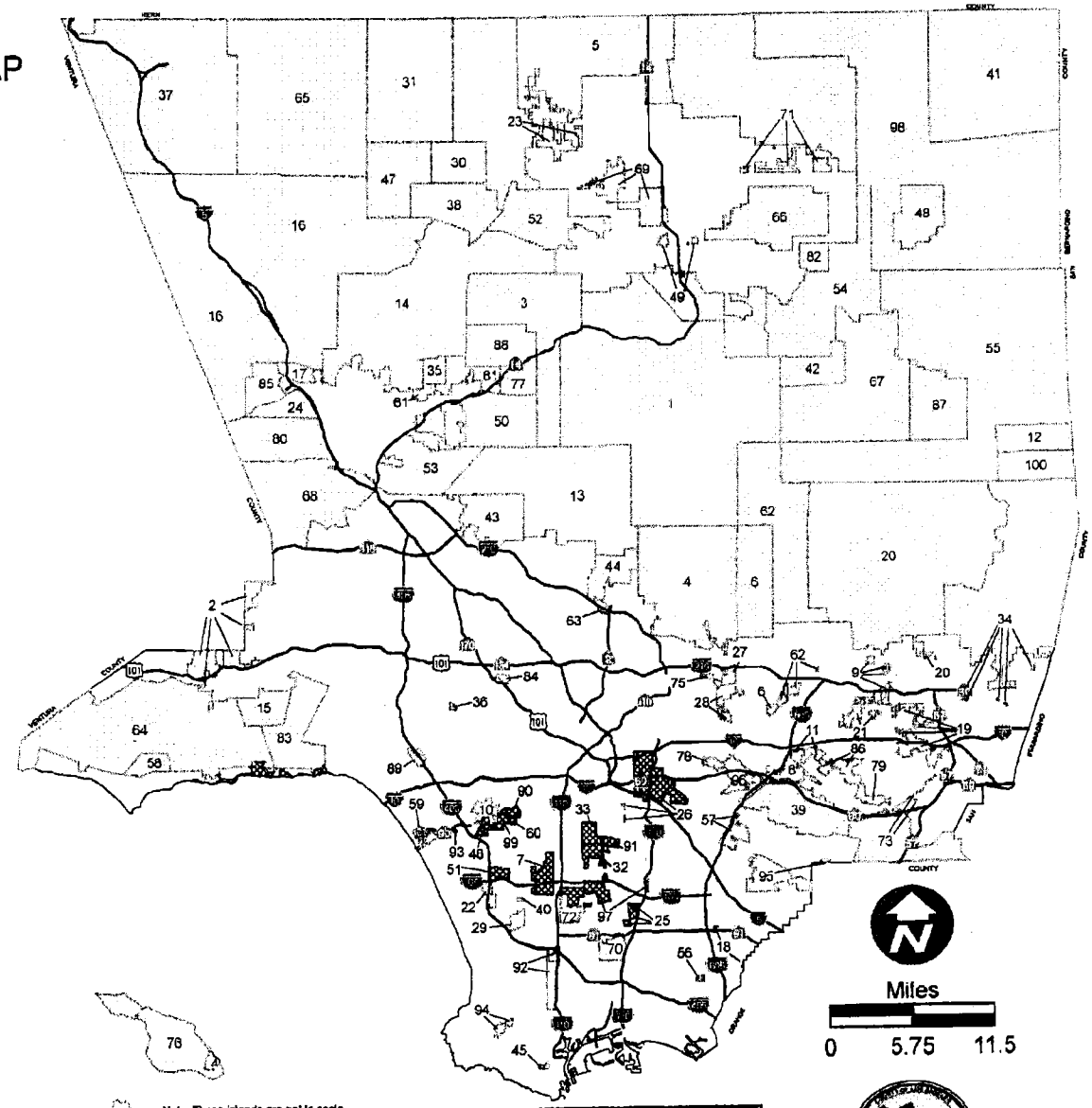

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Survey/Mapping & Property Management Division Mapping & GIS Services Section

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: 12506 MONTAGUE ST City: PACOIMA, CA 91331

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
FRHT	ROLL OFF	96	DIESEL	10	1FVLBSYBXTL	36915E1	15%
					703847		
MACK	FRONTLOADER	08	DIESEL	8	1M2AV02C88	8W02348	15%
					M001135		

Name of person signing form: OSCAR CORDOVA Title: PRESIDENT

Signed Oscar Cordova Date: 01-19-2012

COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2012

COMPANY ID #	S0550
PERMIT FEE	$540.00
VEHICLES PERMITTED	2
DATE OF ISSUE	1/10/2012
EXPIRATION DATE	12/31/2012

CORDOVA CONSTRUCTION SERVICES, INC.
P.O. Box 923250
Sylmar, Ca 91392-3250

CHIEF, SOLID WASTE PROGRAM

DEPARTMENT EXECUTE

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
JJK ROLL-OFFS, INC.

CONTRACT # 003113

Franchise Date: JULY 1, 2012
Expiration Date: JUNE 30, 2019

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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 **JJK ROLL-OFFS, INC., a California Corporation** (**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 is "self-hauled" if it meets *both* of the following two requirements:
- FRANCHISEE owns the property where it collects the solid waste, as evidenced by its name on the deed of the title for the property, and
- FRANCHISEE does not charge anyone for those services, as proven to the County's satisfaction

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

(5) 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.

(6) 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*

(7) 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. <u>Expiration Date</u>. 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. <u>Earned Extension</u>.

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. <u>Optional Extension</u>. 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. <u>Termination</u>. 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):	30 days

	(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.	
(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. Consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.	immediately
(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,	immediately

	• 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.	
(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 <u>each occurrence of specified breach</u> (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 Initial Here: _____ COUNTY Initial Here: ML

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 7/19/12

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

JJK ROLL-OFFS, INC.

By _____
Its President

_____
Type or Print Name

By _____
Its Secretary

_____
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

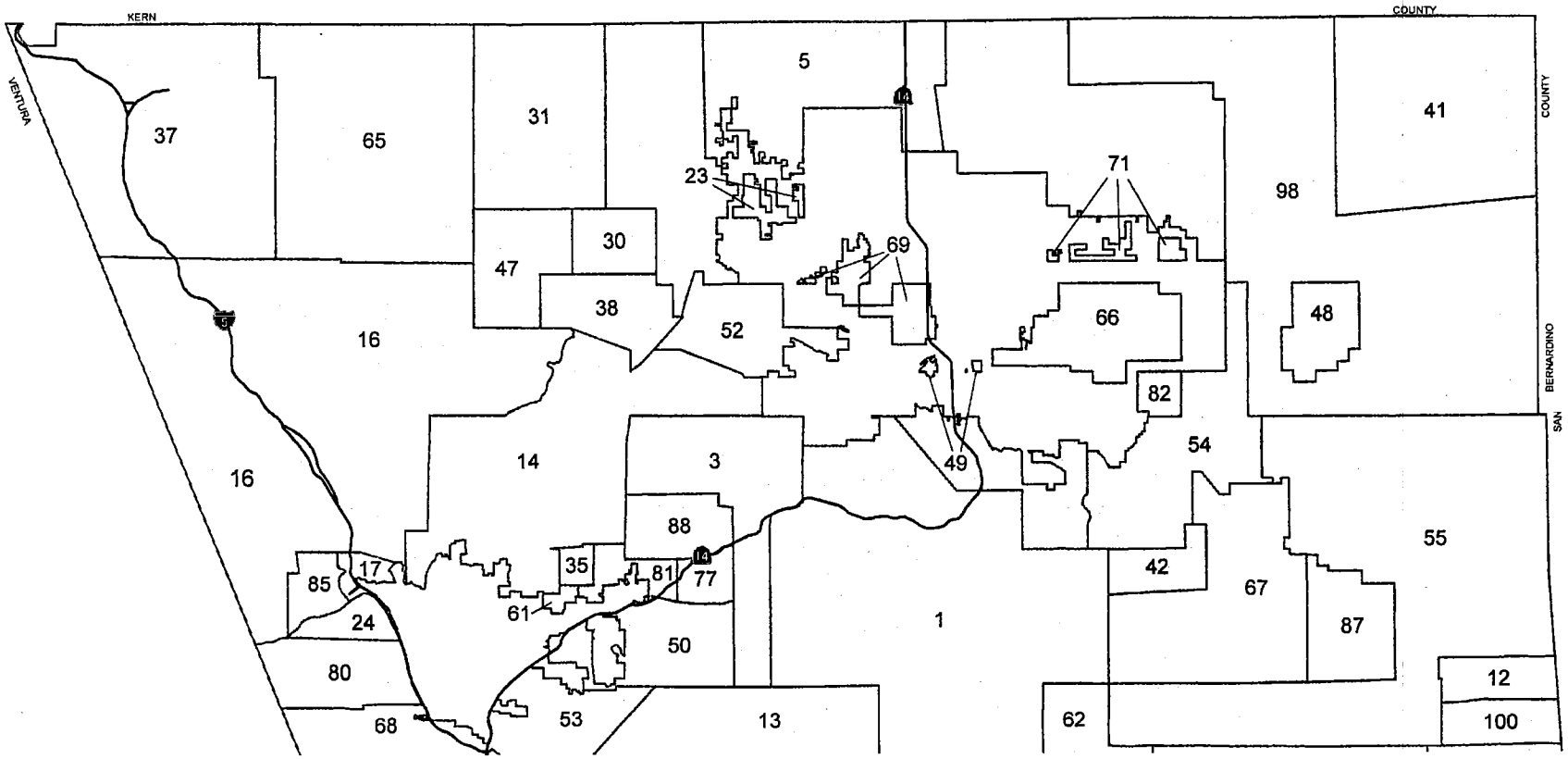
ID	NAME
39	HACIENDA HEIGHTS
40	HAWTHORNE ISLAND
41	HI VISTA
42	JUNIPER HILLS
43	KAGEL CANYON
44	LA CRESCENTA
45	LA RAMBLA
47	LAKE HUGHES
48	LAKE LOS ANGELES
49	LAKEVIEW
50	LANG
52	LEONNA VALLEY
53	LITTLE TUJUNGA
54	LITTLEROCK
55	LLANO
56	LONG BEACH ISLAND
57	LOS NIETOS
58	MALIBU VISTA
59	MARINA DEL REY
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

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.

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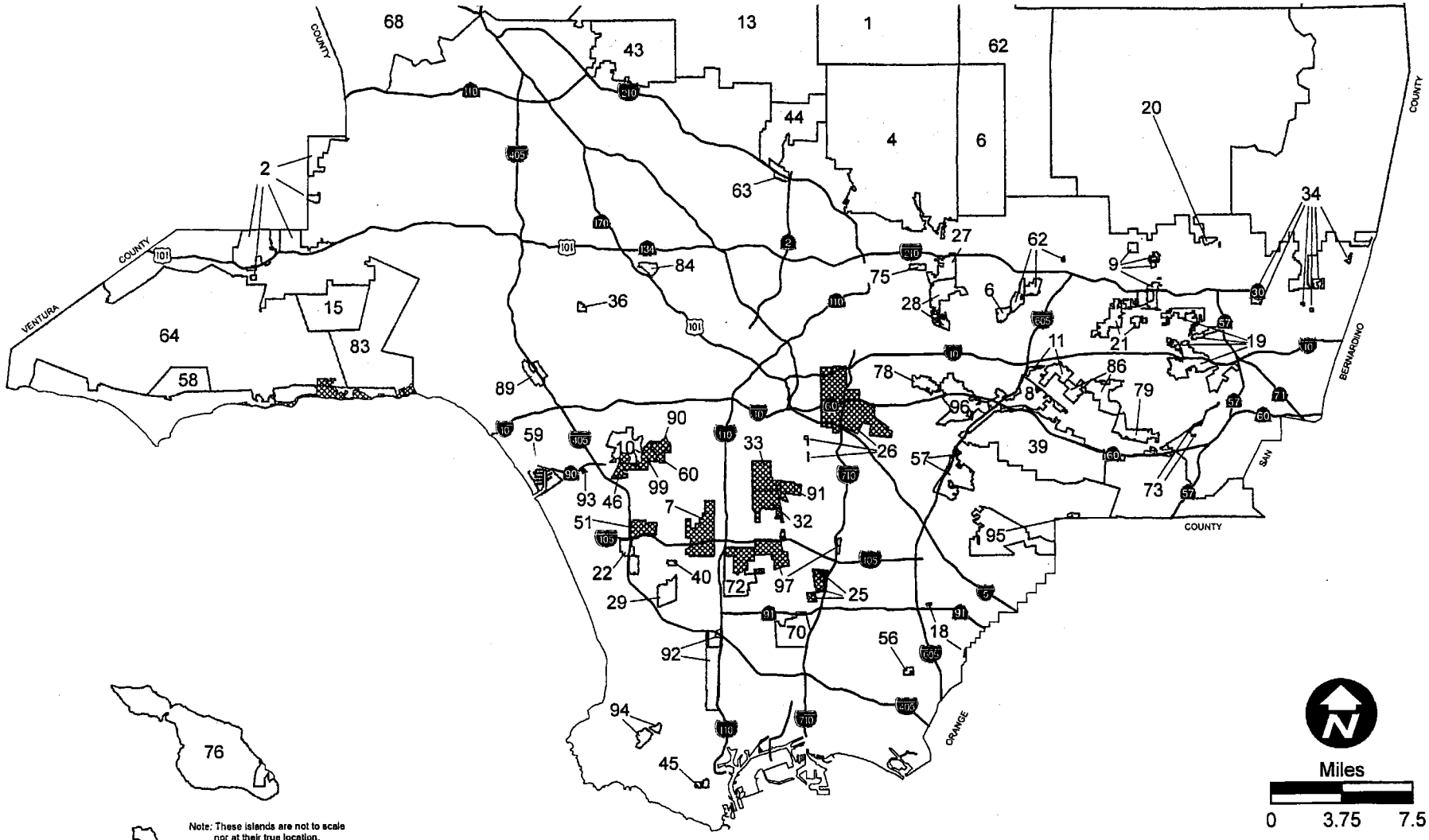
Survey/Mapping | Property Management Division, Mapping | GIS Services Section

EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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

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	CITY TERRACE
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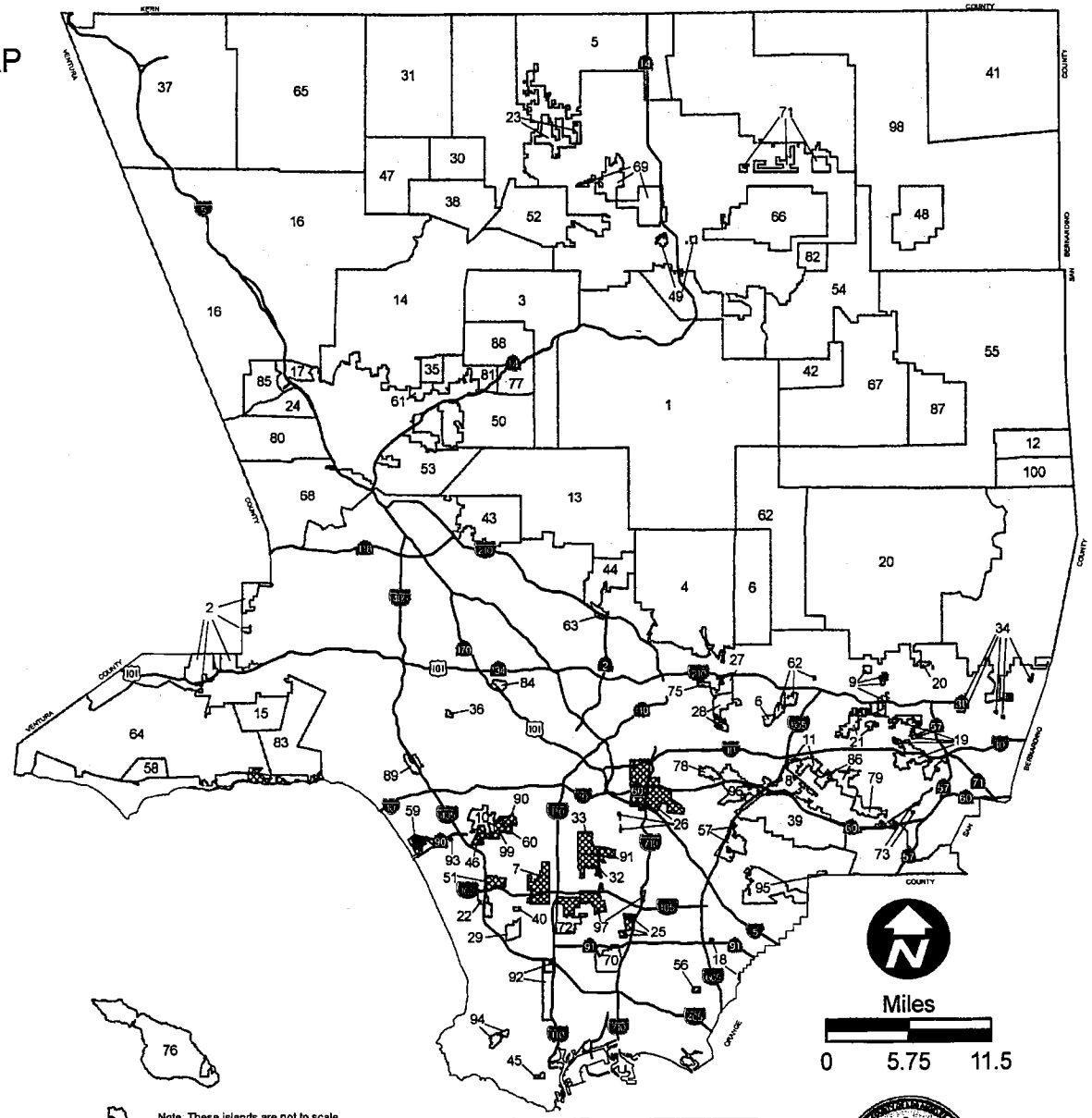
	MALIBU BOWL
	MALIBU HIGHLANDS
	MALIBU LAKE
	MALIBU/SYCAMORE CANYON
	MONTE NIDO
	TRIFUNO CANYON
65	NEENACH
66	PALMDALE AIRPORT
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
72	ROSEWOOD (GDD)
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
77	SOLEDAD
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
90	VIEW PARK (GDD)
91	WALNUT PARK (GDD)
92	WEST CARSON
93	WEST FOX HILLS (GDD)
94	WESTFIELD
95	WHITTIER ISLANDS
96	WHITTIER NARROWS
97	WILLOWBROOK (GDD)
98	WILSONA GARDENS
99	WINDSOR HILLS (GDD)
100	WRIGHTWOOD



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

This map is for planning purposes only. Los Angeles County expressly disclaims any liability for any inaccuracies which may be present in this map.

REF: □wnas1□mpmgis□MPMGIS□projects□epd□SWIMS□aco□comm□epd.mxd DATE: 11/12/2009

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

EXHIBIT C.1
(Revised 4/2012)

CUSTOMER BILL OF RIGHTS

CUSTOMER BILL OF RIGHTS (which COUNTY may update)

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.

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 to 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 and/or dumpsters/bins) or we bill you incorrectly (such as changing your service rate(s) without obtaining your prior consent through a revised Customer Subscription Order). You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

Customer Notification. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart 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 address 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:

(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.

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.)

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.

Notice **1015** (Rev. 12-2011)
Cat. No. 20599I

EXHIBIT G

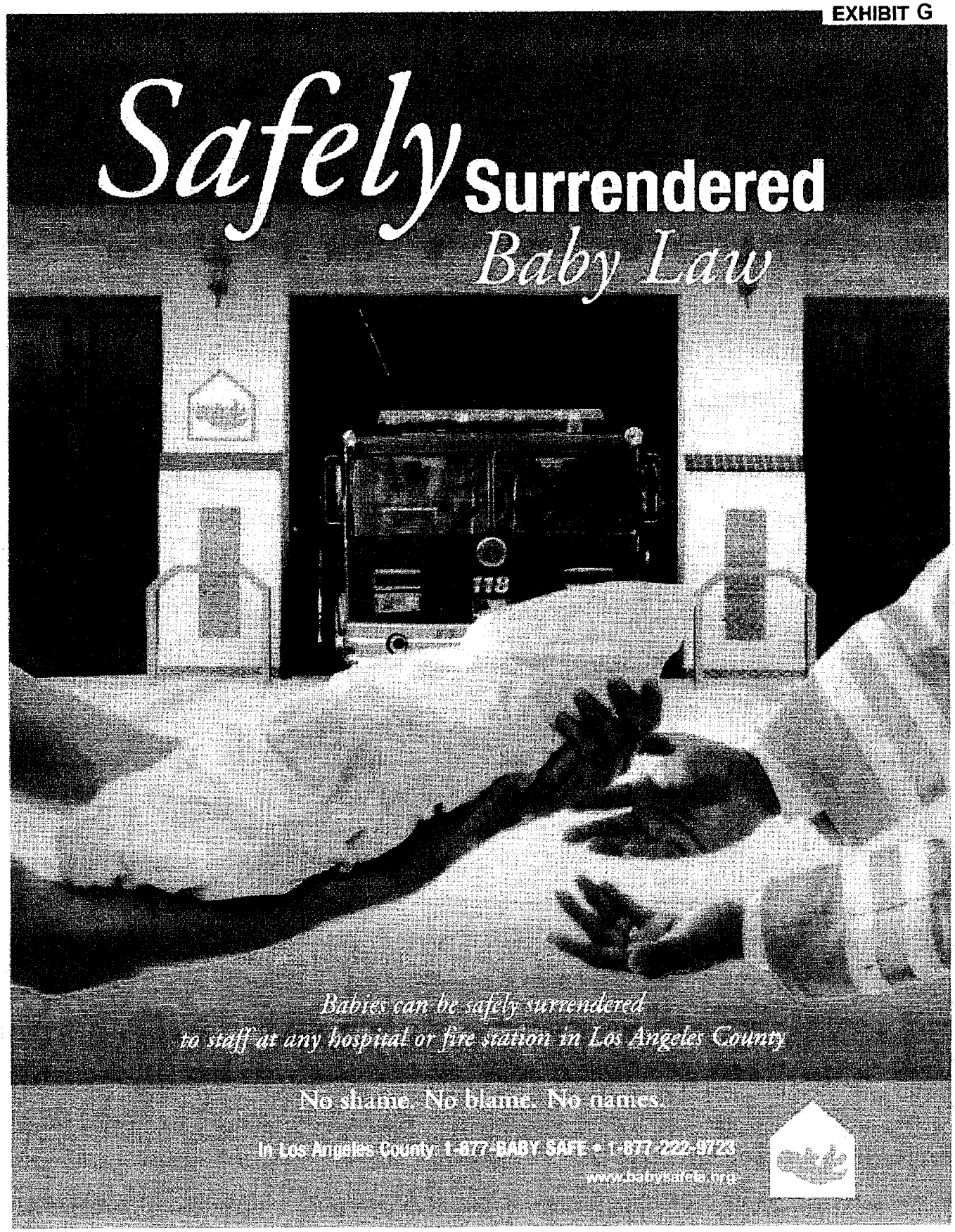

Safely surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In Los Angeles County 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.

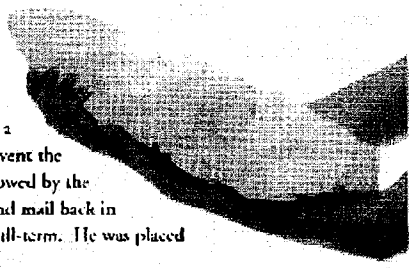
What happens to the parent or surrendering adult?

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 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 o 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

EXHIBIT I - FRANCHISEE DOCUMENTATION
(PAGE 98 –133)

1. Form PW-1 Verification of Proposal
2. Form PW-3 Conflict of Interest Certification
3. Form PW-5 Proposer's Equal Employment Opportunity Certification
4. Form PW-6 List of Subcontractors
5. Form PW-8 GAIN and GROW Employment Commitment
6. Form PW-10 Charitable Contributions Certifications
7. Form PW-13 Defaulted Property Tax
8. Form PW-14 Recycling and Waste Diversion Plan
9. Form PW-15 Subscription Order Template
10. Form PW-16 Unpermitted Waste Screening Protocol
11. Form PW-17 Personnel Contact List
12. Form PW-18 Solid Waste Facilities
13. Form PW-19 Service Area Checklist
14. Form PW-20 Vehicle Information
15. Waste Collectors Permit
16. Insurance Accord
17. Performance Bond

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: JJ K RollOffs Inc

DECLARANT INFORMATION

3. NAME OF DECLARANT: Verne Sweeney

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). Yes

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: Vice President

PROPOSER INFORMATION

6. Proposer's full legal name: Verne Lee Sweeney		Telephone No.: 310 539-2382	
Address: 1617 W Sepulveda Blvd Suite #3		Fax No.: 310 539-9381	
e-mail: jjkscm@att.net	County WebVen No.:	IRS No.: 01-0558993	Business License No.: 80592
7. Proposer's fictitious business name(s) or dba(s) (if any): JJKRollOffs & Sweeney's Custom Muffler			
County(s) of Registration: Los Angeles	State: CA	Year(s) became DBA: 2001	

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: 1617 W Sepulveda Blvd Ste #3, Torrance, CA 90501 State of incorporation: CA — Year incorporated: 2001
☐ 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): Verne Sweeney	Title: Vice President	Phone: 310 5392382	Fax: 3105399381
Street	City: Lomita	State: CA	Zip: 90717
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: Verne Sweeney [signature]	Date: 3/22/2012
Type name and title: Verne Sweeney	

FORM PW-3

CONFLICT OF INTEREST CERTIFICATION

I, Verne L Sweeney

- ☐ sole owner
- ☐ general partner
- ☐ managing member
- ☒ President, Secretary, or other proper title) Vice President

of JJKRolloffs, Inc
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: Verne Sweeney Date: 3/21/2012

FORM PW-5

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Verne L Sweeney
Address	1617 W Sepulveda Bl. #3 Torrance, CA 90501
Internal Revenue Service Employer Identification Number	01-0558493

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 Verne Sweeney	
Signature Verne Sweeney	Date 3/22/2012

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
N/A			

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
Verne Sweeney	Vice President
Firm Name	**Date**
JJKRolloffs, inc	3/22/2012

FORM PW-10

CHARITABLE CONTRIBUTIONS CERTIFICATION

JJK RollOffs, Inc
Company Name

1617 W Sepulveda Bl #3 Torrance, 90501
Address

01-0558493
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.	(x)	( )
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.	( )	( )

Verne Sweeney
Signature

3/22/2012
Date

Verne Sweeney Vice President
Name and Title (please type or print)

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: Verne Sweeney	Title: Vice President
Signature: Verne Sweeney	Date: 3/22/2012

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: JJK RollOffs, Inc

Contact Person Representing Company: Verne L Sweeney

Title: Vice President Phone Number: 310 539-2382

E-mail Address: jjkscm@att.net

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 100 %

   Please provide name(s) of Material Recovery Facility and recovery rate(s).

   A) California Waste Services MRF Recovery Rate 72.08 %

   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: Dirt, Concrete, Construction Materials

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 2011	1646 tons	1646 tons	1126 tons	68.43%
Next Year Projected 2012	1650 tons	1650 tons	1189 tons	72.08%

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	N/A					
PAPER	CWS				126	126
					126	126
PLASTICS	CWS				126	126
GLASS	CWS				126	126
METALS	CWS				126	126
YARD WASTE	CWS				126	126
BULKY ITEMS	CWS				126	126
WHITE GOODS						
C&D	CWS				640	640
SHARPS	CWS				126	126
FOOD WASTE	N/A					
E-WASTE	N/A					

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: Verne Sweeney Title: Vice President

Signed Verne Sweeney Date: 3/22/2012

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: Vince Thomas Title: President

Signed Vince Thomas Date: 6-11-12

FRANCHISEE NAME **FORM PW-15**

TRASH and RECYCLABLES Collection Services in Bins/Dumpsters

CUSTOMER SUBSCRIPTION ORDER

To Our Valued Customer: The County of Los Angeles Board of Supervisors (County) awarded FRANCHISEE NAME a franchise to provide trash 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 waste hauler under the County's commercial waste franchise agreement. Its term is 7 years, *unless you terminate service by* (1) giving us 90 days notice without any cause if you are not delinquent in paying us any service charges (2) 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 or (3) 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. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart service.

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. 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.]						

ADDITIONAL STANDARD SERVICE

All Customers:

- **Recycling Containers – 1 cubic yard capacity or 2 96-gallon carts FREE**
- **Additional or larger containers and capacity provided at HALF the trash rate**

Residential and Multi-Family Customers ONLY:

- **FREE Holiday Tree Collection Services**
- **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) Five pickups of bulky items (limit of five 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 multifamily residence and schedule the annual cleanup event.

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 and EMAIL ADDRESS

FRANCHISEE NAME **FORM PW-15**

Bin Rental and Roll-Off Services

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 waste hauler under the County's commercial waste franchise agreement. *You may terminate service 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 or the franchise expires or is terminated by the County.

BIN AND ROLL-OFF CONTAINER 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 service.

We will bill you

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.]						

ROLL-OFF 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.]						

(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.

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 *owner*

(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: Verne Sweeney Title: Vice President

Signed Verne Sweeney Date: 3/22/2012

FORM PW-17.1

PERSONNEL CONTACT LIST FOR WASTE COLLECTOR PERMIT # S0592
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	Vice President
FULL NAME:	Verne Lee Sweeney
ADDRESS:	1617 W Sepulveda Blvd #3
	Torrance, CA90501
OFFICE PHONE:	310 539-2382
CELL PHONE:	310 901-7413
FAX:	310 539-9381
EMAIL:	jjkscm@att.net
YEARS OF EXPERIENCE:	18 yrs

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:	

FORM PW-17.1

PERSONNEL CONTACT LIST FOR WASTE COLLECTOR PERMIT # S0592
PLEASE USE ADDITIONAL FORMS FOR EACH WASTE COLLECTOR PERMIT ISSUED

TITLE: Customer Service Supervisor	
FULL NAME: Verne Sweeney	
ADDRESS:	1617 W Sepulveda Bl #3
	Torrance, CA 90501
OFFICE PHONE:	310 539-2382
CELL PHONE:	310 901-7483
FAX:	310 539-9381
EMAIL:	jjkscm@att.net
YEARS OF EXPERIENCE:	18 yrs

TITLE: Route Supervisor	
FULL NAME: Verne Sweeney	
ADDRESS:	1617 W Sepulveda Bl #3
	Torrance,CA 90501
OFFICE PHONE:	310 539-2382
CELL PHONE:	310 901-7483
FAX:	310 539-9381
EMAIL:	jjkscm@att.net
YEARS OF EXPERIENCE:	18 yrs

TITLE: Recycling Coordinator	
FULL NAME: Verne Sweeney	
ADDRESS:	1617 W Sepulveda Bl #3
	Torrance, CA 90501
OFFICE PHONE:	310 539-9382
CELL PHONE:	310 901-7483
FAX:	310 539-9381
EMAIL:	jjkscm@att.net
YEARS OF EXPERIENCE:	18 yrs

TITLE: Accountant/book keeper who calculates and submits franchise fee to County.	
FULL NAME: Verne Sweeney	
ADDRESS:	1617 W Sepulveda Bl #3
	Torrance, CA 90501
OFFICE PHONE:	310 539-9382
CELL PHONE:	310 901-7483
FAX:	310 539-9381
EMAIL:	jjkscm@att.net
YEARS OF EXPERIENCE:	18yrs

Name of person signing form: Verne Sweeney Title: Vice President

Signed Verne Sweeney Date: 3/22/2012

Page 2 of 2

FORM PW-18.1

SOLID WASTE FACILITIES FOR PERMIT # S0592
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: N/A 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: N/A 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: California Waste Services Address: 621 W 152nd St Gardena, CA 90247 Telephone: 310 538-5948				
Materials accepted:	Mixed Inert, Wood, Drywall, Metal, Cardboard, Green Waste, Concrete, Fiber				
Materials rejected:	Hazardous Waste				
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: California Waste Services Address: 621 W 152nd St. Gardena, CA 90247 Telephone: 310 538-5998				
Materials accepted:	All recyclables				
Materials rejected:	Hazardous Waste				
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: California Waste Services Address: 621 W 152nd St Gardena, CA 90247 Telephone: 310 538-5998				
Materials accepted:	All Green products				
Materials rejected:	Hazardous waste				
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 or tons delivered.	☐ The facility will use the green waste as Alternative Daily Cover (ADC) program.	
BULKY ITEMS	Name of Facility: California Waste Services Address: 621 W152nd St Gardena, CA 90247 Telephone: 310 538-5998				
Materials accepted:	Everything				
Materials rejected:	Hazardous waste				
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: California Waste Services Address: 621 W 152nd St Gardena., CA 90247 Telephone: 310 538-5998				
Materials accepted:	Everything				
Materials rejected:	Hazardous waste				

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: California Waste Services Address: 621 W 152nd St Gardena, CA 90247 Telephone: 310 538-5998	
Materials accepted:	Mixed Inert, Wood , Drywall, Metal, Cardboard, Green waste, Concrete	
Materials rejected:	Hazardous waste	
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: N/A 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: N/A 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: Verne Sweeney Title: Vice President

Signed Verne Sweeney Date: 3/22/2012

PAGE 3 OF 3

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	C
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	C
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	C
94	WESTFIELD	
95	WHITTIER ISLANDS	
96	WHITTIER NARROWS	
98	WILSONA GARDENS	
100	WRIGHTWOOD	

Garbage Disposal Districts

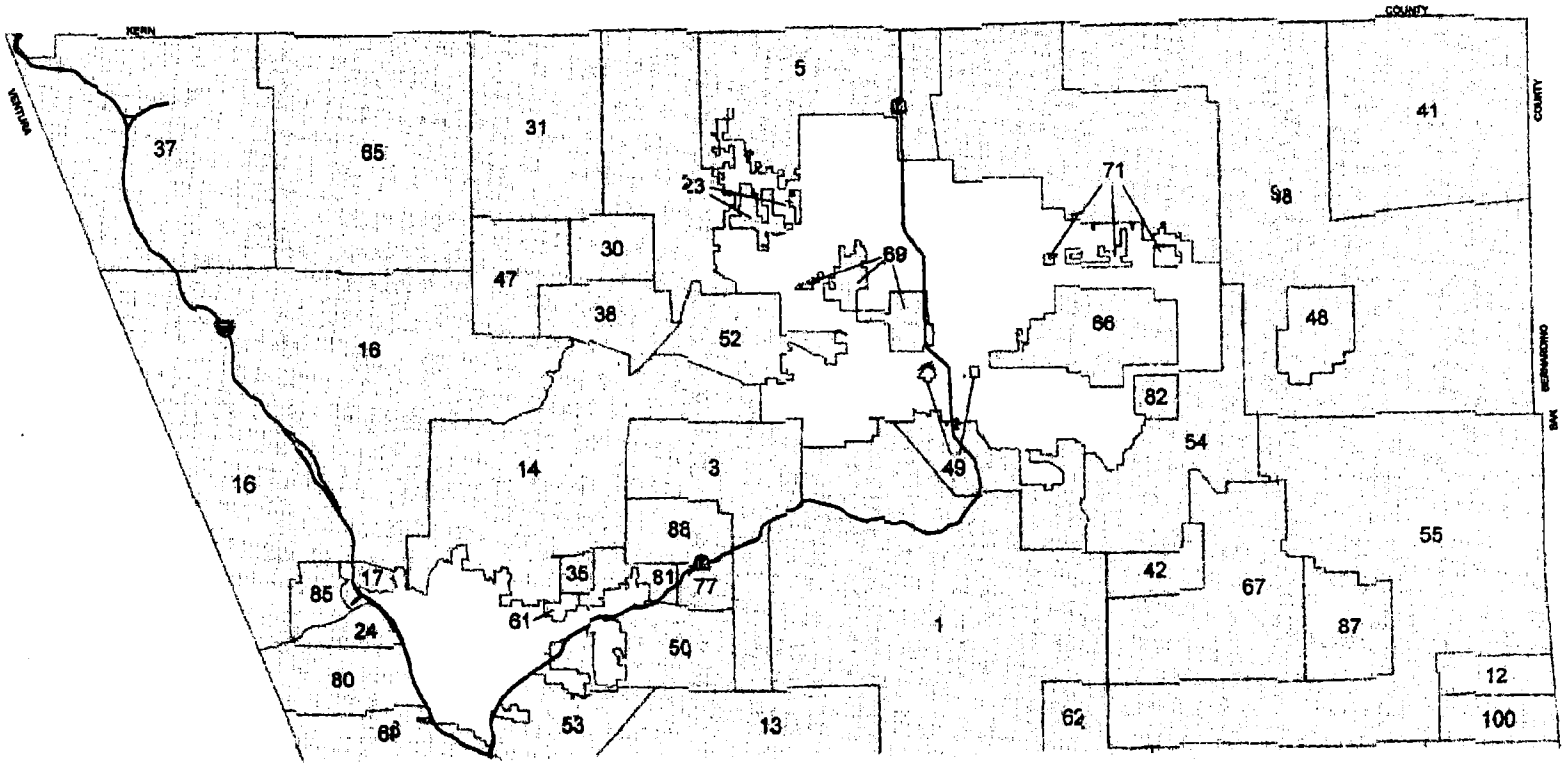
7	ATHENS (GDD)		32	FIRESTONE (GDD)		51	LENNOX (GDD)		90	VIEW PARK (GDD)		97	WILLOWBROOK (GDD)	
25	EAST COMPTON (GDD)		33	FLORENCE (GDD)		60	MESA HEIGHTS (GDD)		91	WALNUT PARK (GDD)		99	WINDSOR HILLS (GDD)	
26	EAST L A (GDD)		46	LADERA HEIGHTS (GDD)		72	ROSEWOOD (GDD)		93	WEST FOX HILLS (GDD)				

Name of person signing form Verne Sweeney Title: Vice President

Signed Verne Sweeney Date 3/22/2012

FORM PW-19

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.

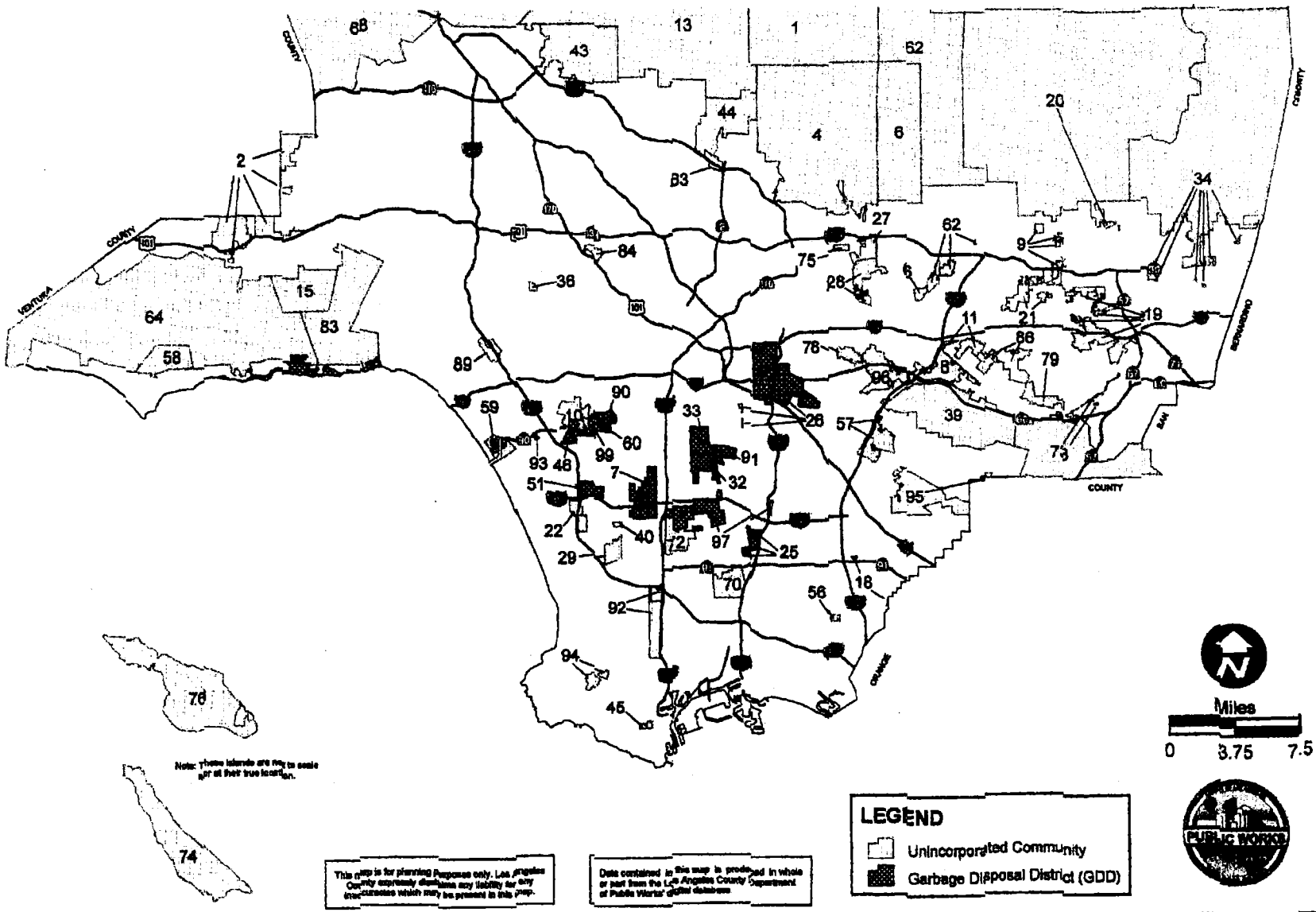
Data contained in this map is produced in whole or part from the Los Angeles County Department of Public Works' digital database.

REF \\pwnt\e1\mapmgs\MPMG\GIS\projects\epd\MPMG\laco_comm_no_epd.mxd DATE 11/12/2009

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

FORM PW-19

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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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

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP

ID	NAME
1	ACTON
2	AGOURA
3	AGUA DULCE
4	ALTADENA
5	ANTELOPE ACRES
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7	ATHENS (GDD)
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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)
	SELVEDERE 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
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45	LA RAMBLA
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54	LITTLEROCK
55	LLANO
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57	LOS NIETOS
58	MALIBU VISTA
59	MARINA DEL REY
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	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
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79	SOUTH SAN JOSE HILLS
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82	SUN VILLAGE
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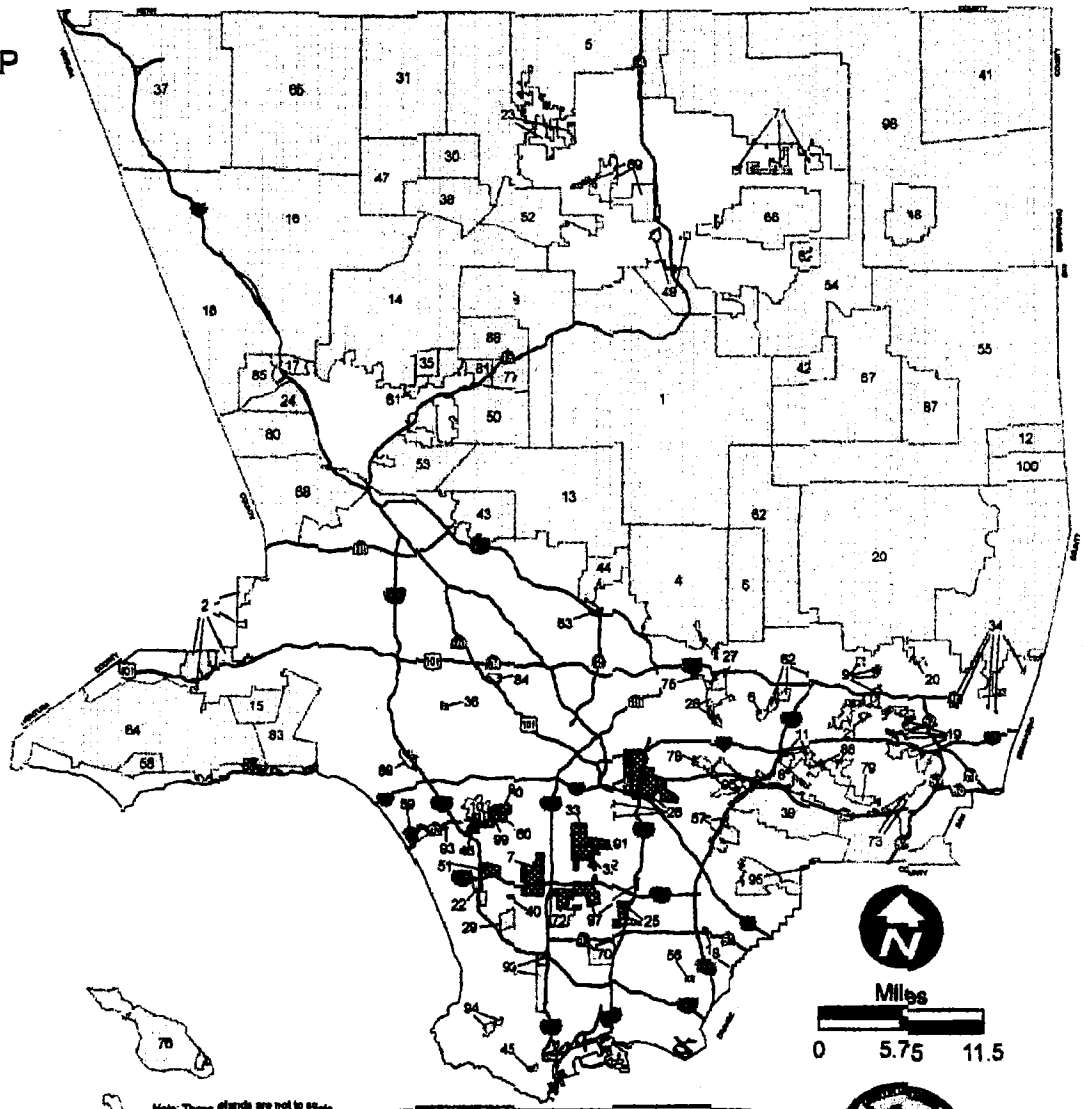
	FERNWOOD
	GLENVIEW
	SYLVIA PARK
	TOPANGA
84	UNIVERSAL CITY
85	VAL VERDE
86	VALINDA
87	VALYERMO
88	VASQUEZ ROCKS
89	VETERANS CENTER
90	VIEW PARK (GDD)
91	WALNUT PARK (GDD)
92	WEST CARSON
93	WEST FOX HILLS (GDD)
94	WESTFIELD
95	WHITTIER ISLANDS
96	WHITTIER NARROWS
97	WILLOWBROOK (GDD)
98	WILSONA GARDENS
99	WINDSOR HILLS (GDD)
100	WRIGHTWOOD



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

This map is for planning purposes only. Los Angeles County expressly disclaims any liability for any inaccuracies which may be present in this map.

REF \\pw\res1\mpmgis\MPMGIS\projects\epd\PWUS\lacu_comm_epd.mxd DATE 11/12/2008

Survey Mapping & Property Management Division Mapping & GIS Services Section

FORM PW-20.1

VEHICLE INFORMATION FOR PERMIT # S0592
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: 1916 169th St City: Gardena

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
Freightliner	Rolloff	1996	Diesel	54,000	IFUPBXYB5TL810372	8W37167	
White	Rolloff	1987	Diesel	50,000	IWUDDHMD1HN115036	8E64060	

Name of person signing form: Verne Sweeney Title: Vice President

Signed Verne Sweeney Date: 3/22/2012

COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2012

COMPANY ID #	S0592
PERMIT FEE	$540.00
VEHICLES PERMITTED	2
DATE OF ISSUE	1/19/2012
EXPIRATION DATE	12/31/2012

JJK ROLL-OFF INC
1617 W. SEPULVDA BLVD #3
TORRANCE, CA 90501

CHIEF, SOLID WASTE PROGRAM

Bond Number: 41258569

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That JJK Roll Off's, Inc. ("Principal") and Platte River Insurance Company ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of Twenty Five Thousand and no/100 Dollars ($ 25,000.00) 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) None Exclusive Commercial Franchise (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 July 1, 2012 and ending July 1, 2013.
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.

EXHIBIT H

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 2nd day of July, 2012.

JJK Roll Off's, Inc.
Principal

BY: _____ (Seal)

VERNE SWEENEY
Name and Title PRESIDENT

BY: _____

_____
Name and Title

Platte River Insurance Company
Surety

BY: _____ (Seal)

Erin Brown, Attorney-In-Fact
Attorney-in-fact

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

BY: _____
Deputy

41258569

PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the **PLATTE RIVER INSURANCE COMPANY**, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

———MICHAEL D LAPRE; DEBORAH M MCGUCKIN; ERIN BROWN; RYAN ROGERS; FLORENCE A ESDON; THERESA NEWMAN———
————KEVIN P SHINE; RICHARD D STEPHENS; AMANDA BRENDEL; JAREN MARX; DIANE M BAILEY————

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

---------- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: $2,000,000.00 ----------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PLATTE RIVER INSURANCE COMPANY** at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2011.

Attest:

Richard W. Allen III
President
Surety & Fidelity Operations

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

PLATTE RIVER INSURANCE COMPANY

David F. Pauly
CEO & President

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

On the 2nd day of May, 2011 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN DANIEL W. KRUEGER NOTARY PUBLIC

Daniel W. Krueger
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN
COUNTY OF DANE } S.S.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in **PLATTE RIVER INSURANCE COMPANY**, a Nebraska Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 2nd day of July, 2012.

PLATTE RIVER INSURANCE COMPANY CORPORATE SEAL NEBRASKA

Alan S. Ogilvie
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (5-11)

ALL-PURPOSE ACKNOWLEDGMENT

State of Arizona

County of Maricopa

On July 2, 2012 (Date) before me, Deborah M. McGuckin (NAME, TITLE OF OFFICER., "JANE DOE, NOTARY PUBLIC),

personally appeared Erin Brown (NAME(S) OF SIGNER(S))

☒ personally known to me - **OR** - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
DEBORAH M MCGUCKIN
Notary Public-State of Arizona
MARICOPA COUNTY
My Commission Expires 05/14/13

WITNESS my hand and official seal,

Deborah M. McGuckin
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL

☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/12/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
701 B Street, 6th floor
San Diego CA 92101

CONTACT NAME: Gloria Bell
PHONE (A/C, No, Ext): 619-849-3796 FAX (A/C, No): 619-699-2141
E-MAIL ADDRESS: gbell@alliantinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Wesco Insurance Company	25011
INSURER B: Evanston Ins Co	35378
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED JJKROLL-01
JJK Roll-Offs, Inc.
1617 W. Sepulveda Blvd. #3
Torrance CA 90501

COVERAGES **CERTIFICATE NUMBER:** 1830306047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			WPP1053419 00	3/11/2012	3/11/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			WPP1053419 00	3/11/2012	3/11/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB / OCCUR			XOBW4014212	7/11/2012	3/11/2013	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$2,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory In NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Los Angeles County are named as additional insured per CG2010 attached. Form CA9948 Pollution also applies.

CERTIFICATE HOLDER

Los Angeles County
Dept of Public Works, Attn: Jesus Castillo
900 S. Fremont Avenue
Alhambra CA 91803

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy. Such insurance as is afforded by this policy for the benefit of the additional insured(s) shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the Named Insured; however, this insurance will not apply to any claim, loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.	All locations at which you are performing operations for any person or organization with whom or with which you have agreed in writing in a contract or agreement that such person(s) or organization(s) shall be included as an additional insured on your policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO, MOTOR CARRIER AND TRUCKERS COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

© ISO Properties, Inc., 2005

CERTIFICATION OF EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I certify that in the performance of the work described in this Agreement, I shall not employ any person in any manner so as to become subject to State or Federal Workers Compensation Laws.

I also certify that if in future I should employ persons to perform work pursuant to this Agreement in a manner that makes me subject to State or Federal Workers Compensation Laws, I shall immediately obtain Workers Compensation insurance coverage and provide the County of Los Angeles (County) with a certificate of insurance as evidence that I am in compliance with such Laws.

Company Name: JJK ROLLOFFS

Contractor: [signature]
Signature

Contractor: VERNE SWEENEY
Print Name

Date: 7/12/2012

DEPARTMENT EXECUTE

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
S & H DISPOSAL CO.

CONTRACT #003087

Franchise Date: JULY 1, 2012
Expiration Date: JUNE 30, 2019

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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 S & H DISPOSAL CO., a Partnership (**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 is "self-hauled" if it meets *both* of the following two requirements:

- FRANCHISEE owns the property where it collects the solid waste, as evidenced by its name on the deed of the title for the property, and
- FRANCHISEE does not charge anyone for those services, as proven to the County's satisfaction

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

(5) 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.

(6) 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*

(7) 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. Defaults.

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

2. Suspension of Agreement

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):	30 days

	(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.	
(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. Consideration may take any form including cash; discounts; service; or the provision of travel, entertainment, or tangible gifts.	immediately
(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,	immediately

	• 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.	
(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 <u>each occurrence of specified breach</u> (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 Initial Here: K.M/U.M COUNTY Initial Here: Mr

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 _____
for Director of Public Works

Date 6/21/12

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

S & H DISPOSAL CO.

By _____
Its Partner

Kenney Kaizak Mosikian
Type or Print Name

By _____
Its Partner

Vardan Wally Mosikian
Type or Print Name

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles }

On 6/5/2012 (Date), before me, Deborah Sousamian, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Kenney Kaizak Mosikian (Name(s) of Signer(s)),

Kenny Kaizak Mosikian,

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

DEBORAH SOUSAMIAN
Commission # 1905467
Notary Public - California
Los Angeles County
My Comm. Expires Sep 25, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah Sousamian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Commercial Franchise Agreement

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Kenny K. Mosikian	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Individual	☐ Individual
☒ Partner — ☐ Limited ☒ General	☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact	☐ Attorney in Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER — Top of thumb here	RIGHT THUMBPRINT OF SIGNER — Top of thumb here

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Item #5907

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles }

On 6/5/2012 (Date) before me, Deborah Sousamian, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Vardan Wally Mosikian (Name(s) of Signer(s)),

Vardan Wally Mosikian

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

DEBORAH SOUSAMIAN
Commission # 1905467
Notary Public - California
Los Angeles County
My Comm. Expires Sep 25, 2014

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Deborah Sousamian
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Commercial Franchise Agreement

Document Date: _____ Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(~~ies~~) Claimed by Signer(~~s~~)

Signer's Name: Vardan Wally Mosikian

☐ Corporate Officer — Title(s): _____
☐ Individual
☑ Partner — ☐ Limited ☑ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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Item #5907

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

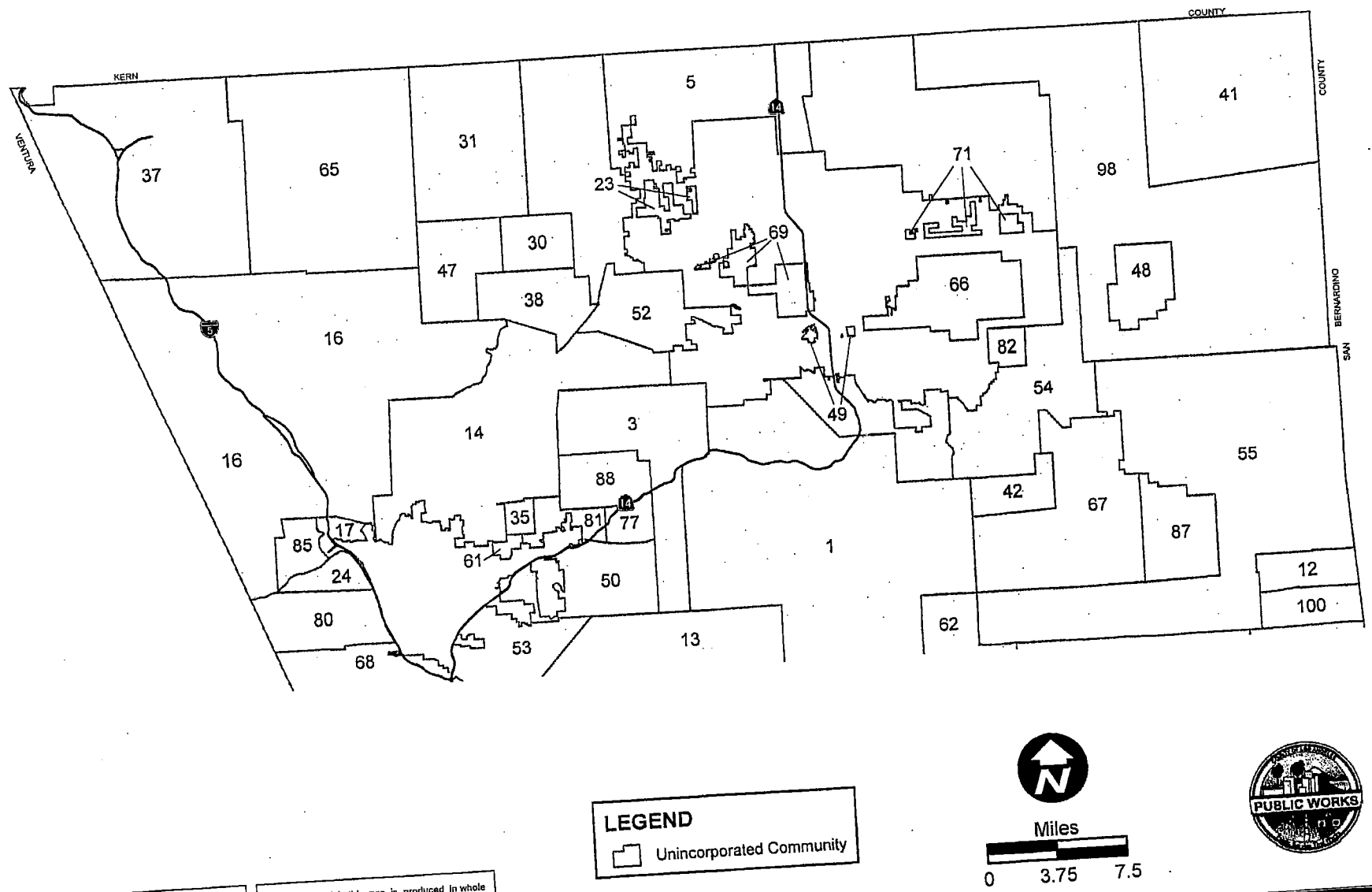
ID	NAME
67	PEARBLOSSOM
68	PICO
69	QUARTZ HILL
70	RANCHO DOMINGUEZ
71	ROOSEVELT
73	ROWLAND HEIGHTS
74	SAN CLEMENTE ISLAND
75	SAN PASQUAL
76	SANTA CATALINA ISLAND
77	SOLEDAD
78	SOUTH SAN GABRIEL
79	SOUTH SAN JOSE HILLS
80	STEVENSON RANCH
81	SULPHUR SPRINGS
82	SUN VILLAGE
83	TOPANGA CANYON FERNWOOD GLENVIEW 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)		

EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
North Detail



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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.

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

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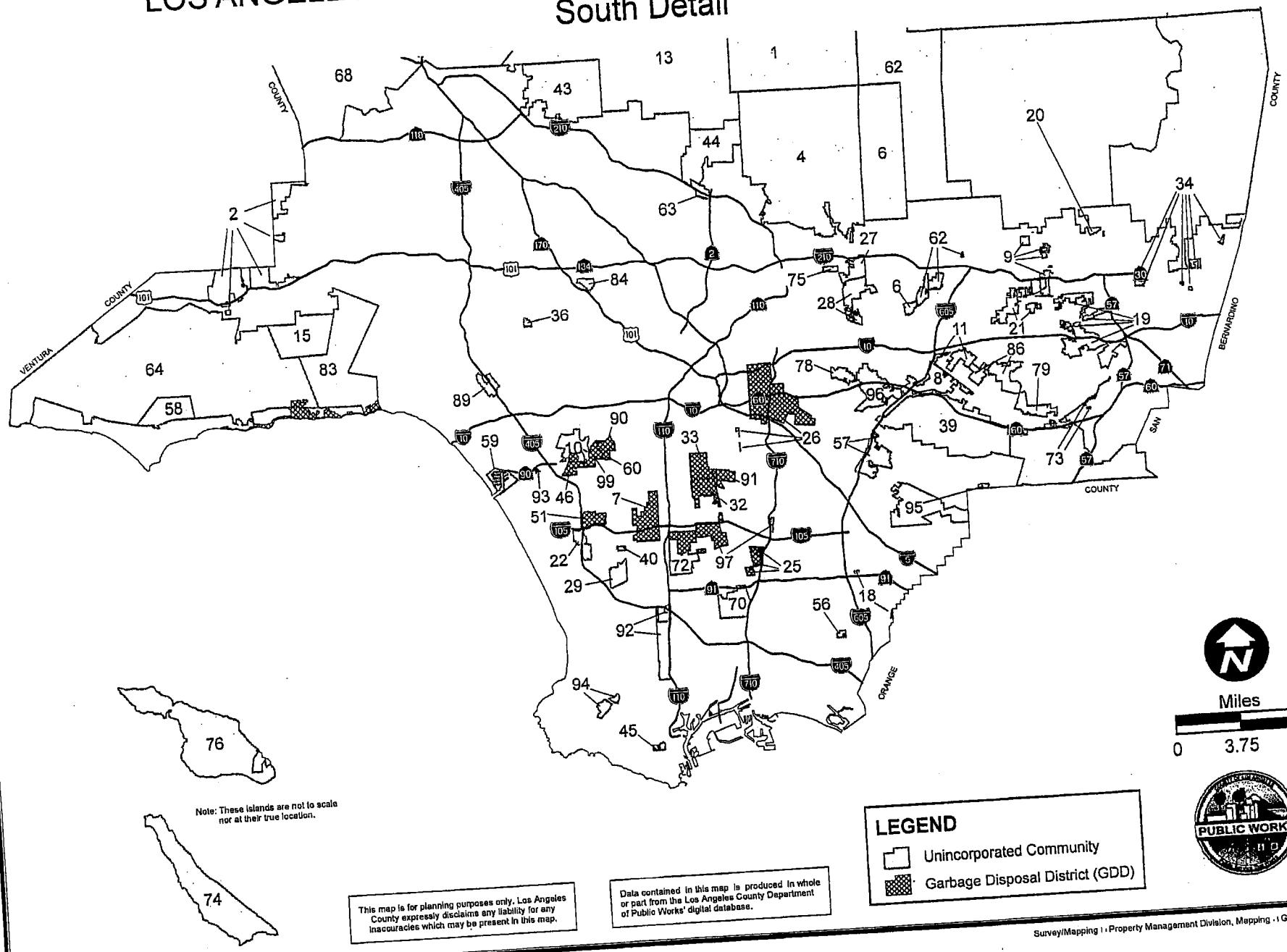
EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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

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EXHIBIT B

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP

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24	DEL VALLE
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26	EAST LOS ANGELES (GDD)
	BELVEDERE GARDENS
	CITY TERRACE
	EASTMONT
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	FERNWOOD
	GLENVIEW
	SYLVIA PARK
	TOPANGA
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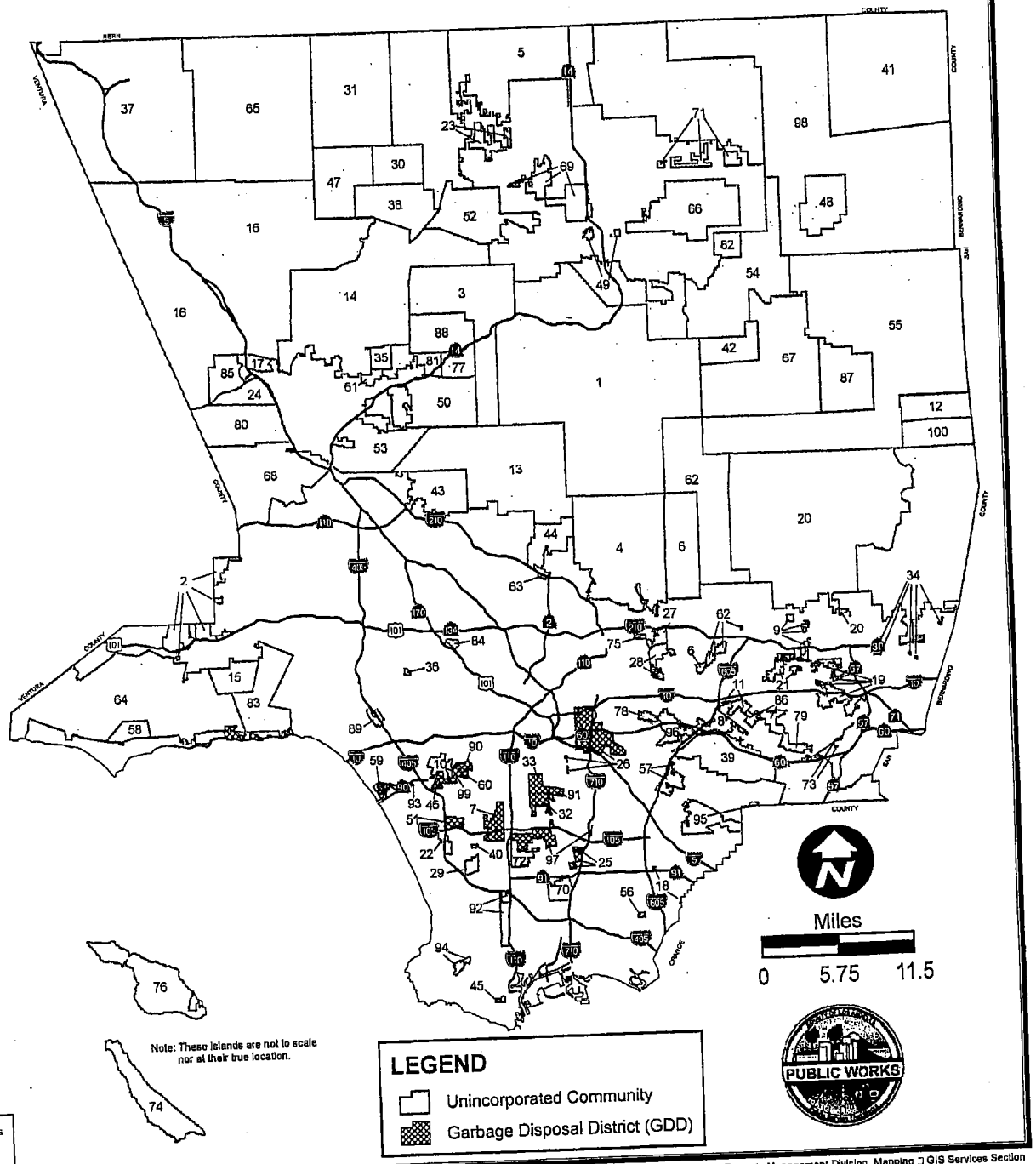

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Survey/Mapping □ Property Management Division, Mapping □ GIS Services Section

REF: □pwnas1□mpmgis□□MPMGIS□projects□pdGSWIMS□laco□commDpd.mxd DATE. 11/12/2009

EXHIBIT C.1
(Revised 4/2012)

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.

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 to 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 and/or dumpsters/bins) or we bill you incorrectly (such as changing your service rate(s) without obtaining your prior consent through a revised Customer Subscription Order). You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

Customer Notification. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart 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 address 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.

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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.

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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."

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(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.

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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.)

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.

Notice **1015** (Rev. 12-2011)
Cat. No. 20599I

EXHIBIT G

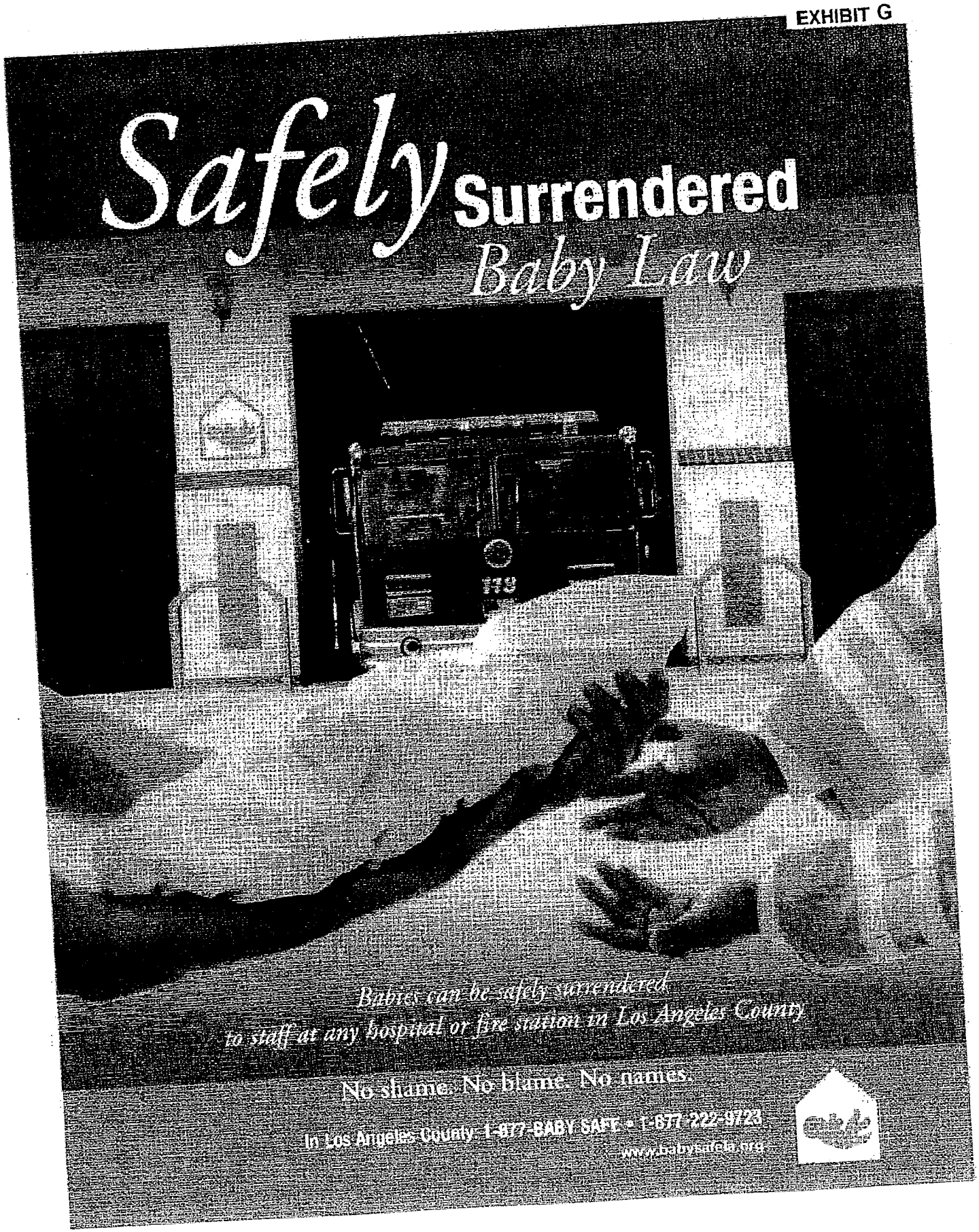

Safely surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

EXHIBIT G

In Los Angeles County 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 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 recien 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 Angeles: 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 es una ley que permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal a cualquier persona adulta que los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos y no haya sido abusado o negligenciado, 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

BY:_____(Seal)

_____
Name and Title

BY:_____

_____
Name and Title

_____
Surety

BY: _____(Seal)

_____
Attorney-in-fact

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel
BY:

_____
Deputy

EXHIBIT I - FRANCHISEE DOCUMENTATION
(PAGE 98 – 134)

1. Form PW-1 Verification of Proposal
2. Form PW-3 Conflict of Interest Certification
3. Form PW-5 Proposer's Equal Employment Opportunity Certification
4. Form PW-6 List of Subcontractors
5. Form PW-8 GAIN and GROW Employment Commitment
6. Form PW-10 Charitable Contributions Certifications
7. Form PW-13 Defaulted Property Tax
8. Form PW-14 Recycling and Waste Diversion Plan
9. Form PW-15 Subscription Order Template
10. Form PW-16 Unpermitted Waste Screening Protocol
11. Form PW-17 Personnel Contact List
12. Form PW-18 Solid Waste Facilities
13. Form PW-19 Service Area Checklist
14. Form PW-20 Vehicle Information
15. Waste Collectors Permit
16. Insurance Accord
17. Performance Bond

FORM PW-1

VERIFICATION OF PROPOSAL

DATE: 2-2 , 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: S&H Disposal Co.

DECLARANT INFORMATION

3. NAME OF DECLARANT: Vardan Wally Mosikian

4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). YES

5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: GENERAL PARTNER

PROPOSER INFORMATION

6. Proposer's full legal name: S&H Disposal Co. | Telephone No.: 310-679-2905

Address: 1008 N. Wemar Way Montebello, CA, 90640 | Fax No.: 323-721-4406

e-mail: shdc@earthlink.net | County WebVen No.: 16146701 | IRS No.: 95-4533771 | Business License No.: 90219

7. Proposer's fictitious business name(s) or dba(s) (if any): S&H Disposal Co.

County(s) of Registration: Los Angeles County | State: California | Year(s) became DBA: 1965

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:	Year incorporated:
	State of incorporation:	
☐ 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: Kenny Kaizak Mosikian, Vardan Wally Mosikian	
☐ 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) Kenny Kaizak Mosikian	Title Partner	Phone 323-722-7432	Fax 323-721-4406
Street 1008 N. Wemar Way	City Montebello	State California	Zip 90640
Name(s) Vardan Wally Mosikian	Title Partner	Phone 626-810-7249	Fax 323-721-4406
Street 17049 Bracewood dr.	City Hacienda Heights	State California	Zip 91745

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: Vardan Wally Mosikian | Date: 2-2-12

Type name and title: Vardan Wally Mosikian

FORM PW-3

CONFLICT OF INTEREST CERTIFICATION

I, Vardan Wally Mosikian

- ☐ sole owner
- ☑ general partner
- ☐ managing member
- ☐ President, Secretary, or other proper title) _____

of S&H Disposal Co.
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 Vardan Wally Mosikian Date 2-2-12

FORM PW-5

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	S&H Disposal Co.
Address	1008 N. Wemar Way, Montebello CA, 90640
Internal Revenue Service Employer Identification Number	95-4533771

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: Vardan Wally Mosikian	
Signature: Vardan Wally Mosikian	Date: 2-2-12

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
N/A			

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 Vardan Wely Ulrich	Title PARTNER
Firm Name S&H DISPOSAL CO.	Date 2-2-12

FORM PW-10

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name
S&H Disposal Co.

Address
1008 N. Wemar Way Montebello, CA, 90640

Internal Revenue Service Employer Identification Number
95-4533771

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.	( )	(✓)

Vardan Wally Mosikian
Signature

2-2-12
Date

VARDAN WALLY MOSIKIAN
Name and Title (please type or print)

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: VARDAN WALLY MOSIKIAN	Title: PARTNER
Signature: Vardan Wally Mosikian	Date: 2-2-12

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: S & H Disposal Co.

Contact Person Representing Company: Vardan Wally Mosikian

Title: Partner Phone Number: 310-679-2905/800-55-Refus

E-mail Address: shdc@earthlink.net

Type of collection services that will be provided (check all that apply):

- ☑ Commercial waste collection
- ☑ Multi-family waste collection
- ☑ Roll-off Services
- ☑ Industrial waste collection
- ☑ Construction and Demolition waste collection
- ☐ 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 75 %

   Please provide name(s) of Material Recovery Facility and recovery rate(s).

   A) Paramount Resource Recovery MRF Recovery Rate 50 %

   B) California Waste Services LLC (C.W.S) MRF Recovery Rate 79 %

2. Do you currently provide separate collection services for the following? (check all that apply)

   - ☑ Recyclable materials
   - ☑ Bulky Items
   - ☑ Green Waste
   - ☑ Universal Waste
   - ☐ Manure
   - ☑ Electronic Waste
   - ☐ Food 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
- ☐ One and a half cubic yard bin
- ☑ Two cubic yard bin
- ☑ Three cubic yard bin
- ☑ Four cubic yard bin
- ☑ Five cubic yard bin
- ☑ Six cubic yard bin
- ☐ Seven or more cubic yard bin
- ☐ 32/35 gallon recycling cart
- ☐ 64/65 gallon recycling cart
- ☐ 94/95 gallon recycling cart
- ☑ Other: Roll OFF Boxes
- ☐ Food waste container (Indicate types and sizes offered): N/A At This Time
- ☐ Manure container (Indicate types and sizes offered): N/A At This Time

C: Recycling container contamination procedure

What percentage of contamination will prompt your follow-up action?

- ☑ 1-9%
- ☐ 10-19%
- ☐ 20-29%
- ☐ 30-39%
- ☐ 40-49%
- ☐ 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 ALL CITIES

	Total Collected	Total Disposed	Total Diverted	Diversion Rate
Current Year	7264 tons	5647 tons	1617 tons	22 %
Next Year Projected	7264 tons	5647 tons	1617 tons	22 %

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	Phrimount Resource Recovery			507		507
	American Waste			199	534	733
	Waste Management				27	
PAPER						
PLASTICS						
GLASS						
METALS						
YARD WASTE						
BULKY ITEMS						
WHITE GOODS					81	81
C&D	California Waste Svcs					
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: Judi Gregory Title: Admin / Recy Coord.

Signed [signature] Date: 2/2/2012

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: VARDAN WALLY MOSIKIAN Title: GENERAL PARTNER

Signed Vardan Wally Mosikian Date: JUNE 5 - 2012

FORM PW-15

FRANCHISEE NAME

TRASH and RECYCLABLES Collection Services in Bins/Dumpsters

CUSTOMER SUBSCRIPTION ORDER

To Our Valued Customer: The County of Los Angeles Board of Supervisors (County) awarded FRANCHISEE NAME a franchise to provide trash 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 waste hauler under the County's commercial waste franchise agreement. Its term is 7 years, *unless you terminate service by* (1) giving us 90 days notice without any cause if you are not delinquent in paying us any service charges (2) 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 or (3) 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. We will provide a written final notice (postmarked at least 14 days in advance) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart service.

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. 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.]						

ADDITIONAL STANDARD SERVICE

All Customers:

- **Recycling Containers – 1 cubic yard capacity or 2 96-gallon carts FREE**
- **Additional or larger containers and capacity provided at HALF the trash rate**

Residential and Multi-Family Customers ONLY:

- **FREE Holiday Tree Collection Services**
- **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) Five pickups of bulky items (limit of five 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 multifamily residence and schedule the annual cleanup event.

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 and EMAIL ADDRESS

FRANCHISEE NAME

FORM PW-15

Bin Rental and Roll-Off Services

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 waste hauler under the County's commercial waste franchise agreement. *You may terminate service 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 or the franchise expires or is terminated by the County.

BIN AND ROLL-OFF CONTAINER 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 service.

We will bill you

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.]						

ROLL-OFF 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.]						

(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.

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 MANAGMENT PERSONEL

(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) Customer Notified of unpermitted waste

(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: VARDAN WALLY MOSIKIAN Title: PARTNER

Signed Vardan Wally Mosikian Date: 2-2-12

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: Kenny Kaizak Mosikian	
ADDRESS: 1008 N. Wemar Way	
Montebello, CA, 90640	
OFFICE PHONE: (310) 679-2905	
CELL PHONE: (310) 466-1027	
FAX: (323) 721-4406	
EMAIL: shdc@earthlink.net	
YEARS OF EXPERIENCE: 47	

TITLE: President	
FULL NAME: Vardan Wally Mosikian	
ADDRESS: 17049 Bracewood dr.	
Hacienda Heights CA, 91745	
OFFICE PHONE: (310) 679-2905	
CELL PHONE: (310) 877-1262	
FAX: (323) 721-4406	
EMAIL: shdc@earthlink.net	
YEARS OF EXPERIENCE: 32	

TITLE: General Manager	
FULL NAME: Vardan Wally Mosikian	
ADDRESS: 17049 Bracewood dr.	
Hacienda Heights, CA, 91745	
OFFICE PHONE: (310) 679-2905	
CELL PHONE: (310) 877-1262	
FAX: (323) 721-4406	
EMAIL: wally.shdc@gmail.com	
YEARS OF EXPERIENCE: 32	

TITLE: Operations Manager	
FULL NAME: Vardan Wally Mosikian	
ADDRESS: 1008 N. Wemar Way	
Montebello, CA, 90640	
OFFICE PHONE: (310) 679-2905	
CELL PHONE: (310) 877-1262	
FAX: (323) 721-4406	
EMAIL: wally.shdc@gmail.com	
YEARS OF EXPERIENCE: 32	

FORM PW-17

PERSONNEL CONTACT LIST

Page 2

TITLE: Customer Service Supervisor
FULL NAME: Vardan Wally Mosikian
ADDRESS: 1008 N. Wemar Way
Montebello, CA, 90640
OFFICE PHONE: 310-679-2905
CELL PHONE: 310-877-1262
FAX: 323-721-4406
EMAIL: shdc@earthlink.net
YEARS OF EXPERIENCE: 32

TITLE: Route Supervisor
FULL NAME: GARY KASABIAN
ADDRESS: 1008 N. Wemar Way
Montebello, CA, 90640
OFFICE PHONE: 310-679-2905
CELL PHONE: 626-827-8249
FAX: 323-721-4406
EMAIL: shdc@earthlink.net
YEARS OF EXPERIENCE: 18

TITLE: Recycling Coordinator
FULL NAME: Judi Gregory
ADDRESS: 1008 N. Wemar Way
Montebello, CA, 90640
OFFICE PHONE: 310-679-2905
CELL PHONE: 626-840-1850
FAX: 323-721-4406
EMAIL: Judigregry@aol.com
YEARS OF EXPERIENCE: 20

TITLE: Accountant/book keeper who calculates and submits franchise fee to County.
FULL NAME: Judi Gregory
ADDRESS: 1008 N. Wemar Way
Montebello CA, 90640
OFFICE PHONE: 310-679-2905
CELL PHONE: 626-840-1850
FAX: 323-721-4406
EMAIL: Judigregry@aol.com
YEARS OF EXPERIENCE: 20

Name of person signing form: Vardan Wally Mosikian Title: PARTNER

Signed Vardan Wally Mosikian Date: 2-2-12

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: AMERICAN WASTE TRANFER Address: 1449 ROSECRANS AVE GARDENA, CA, 90249 Telephone: 310-527-6980				
Materials accepted:	CLASS II Solid WASTE				
Materials rejected:	HAZARDOUS WASTE, Liquid WASTE, FLAMMABLE				
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: WASTE MANAGMENT - CARSON TRANFER STATION Address: 321 FRANCISCO STREET CARSON, CA, 90745-1006 Telephone: 310-217-6300				
Materials accepted:	CLASS II Solid WASTE, greenWASTE, C&D				
Materials rejected:	HAZARDOUS WASTE, Liquid WASTE, FLAMMABLES				
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: Rock TENN Address: 2052 DENKER AVE TORRANCE, CA, 90501-1645 Telephone: 310-533-0333				
Materials accepted:	All Recyclables				
Materials rejected:	HAZARDOUS WASTE. LIQUID WASTE, TRASH				
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: South Bay Recycling Address: 1501 South San Pedro Street Gardena, CA, 90248-2032 Telephone: 310-327-5778
Materials accepted:	All paper, OCC, white paper, color, office mix, newspaper
Materials rejected:	Hazardous waste, liquid waste, food waste, non recyclables
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: GS Brothers Landscaping Address: 2215 North Gaffey St, San Pedro, CA, 90731 Telephone: 310-833-1369
Materials accepted:	Clean Greenwaste
Materials rejected:	Everything Except clean Greenwaste
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: California Waste Services LLC (CWS) Address: 621 West 152nd St. Gardena, CA, 90247-2732 Telephone: 310-538-5998
Materials accepted:	C&D, concrete, dirt, wood, metal
Materials rejected:	Hazardous waste, liquid waste, flammables
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: e-Recycling of California Address: 7230 Petterson Lane Paramount, CA, 90723 Telephone: 562-634-8372
Materials accepted:	Universal waste - e-waste
Materials rejected:	N/A All materials except universal waste

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: CALIFORNIA WASTE SERVICES LLC (CWS) Address: 621 WEST 152nd ST, GARDENA, CA, 90247-2732 Telephone: 310-538-5998		
Materials accepted:	C&D Debris, Concrete, Dirt, Wood, metal, Cardboard		
Materials rejected:	Food waste, Hazardous waste, Liquid waste,		
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: N/A AT THIS TIME 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. N/A	☐ 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) MRF Material Recovery Facility	Name of Facility: PARAMOUNT RESOURCE RECYCLING INC. Address: 7230 PETTERSON LANE PARAMOUNT, CA, 90723-2022 Telephone: 562-602-6505		
Materials accepted:	CLASS II solid waste, Recyclables, wood, greenwaste, Dirt, Concrete		
Materials rejected:	HAZARDOUS WASTE, Liquid waste, Flammables		
Methodology used for allocating materials or determining jurisdiction of origin of its waste stream, including disposed residue.	The Facility Reports All materials based on Jurisdiction of Generation All materials Recovered are allocated based on weight and Jurisdiction of Generation Residue is incinerated (waste to energy) or taken to Landfill		

Name of person signing form: VARDAN WALLY MOSIKIAN Title: PARTNER

Signed Vardan Wally Mosikian Date: 2-2-12

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	P
23	DEL SUR	
24	DEL VALLE	
27	EAST PASADENA	P
28	EAST SAN GABRIEL	
29	EL CAMINO VILLAGE	P
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	P
40	HAWTHORNE ISLAND	C
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	C
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	C
94	WESTFIELD	
95	WHITTIER ISLANDS	
96	WHITTIER NARROWS	
98	WILSONA GARDENS	
100	WRIGHTWOOD	

Garbage Disposal Districts

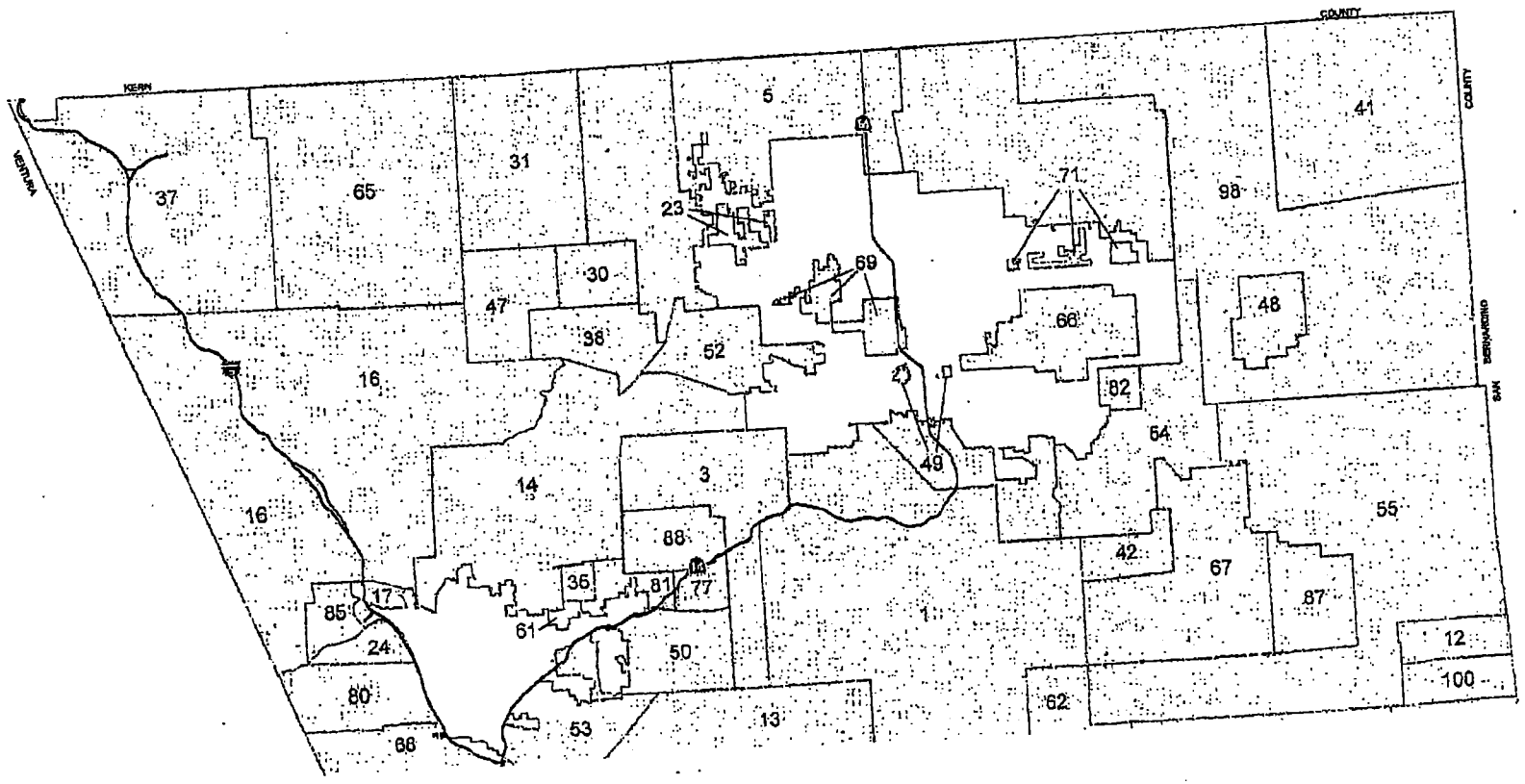
7	ATHENS (GDD)	P	32	FIRESTONE (GDD)	P	51	LENNOX (GDD)	P	90	VIEW PARK (GDD)		97	WILLOWBROOK (GDD)	P	
25	EAST COMPTON (GDD)	P	33	FLORENCE (GDD)	P	60	MESA HEIGHTS (GDD)	P	91	WALNUT PARK (GDD)	P	99	WINDSOR HILLS (GDD)	P	
26	EAST LA (GDD)	P	46	LADERA HEIGHTS (GDD)	P	72	ROSEWOOD (GDD)	C	93	WEST FOX HILLS (GDD)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

Name of person signing form: VARDAN WALLY MOSIKIAN Title: PARTNER

Signed Vardan Wally Mosikian Date: 2-2-12

FORM PW-19

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.

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

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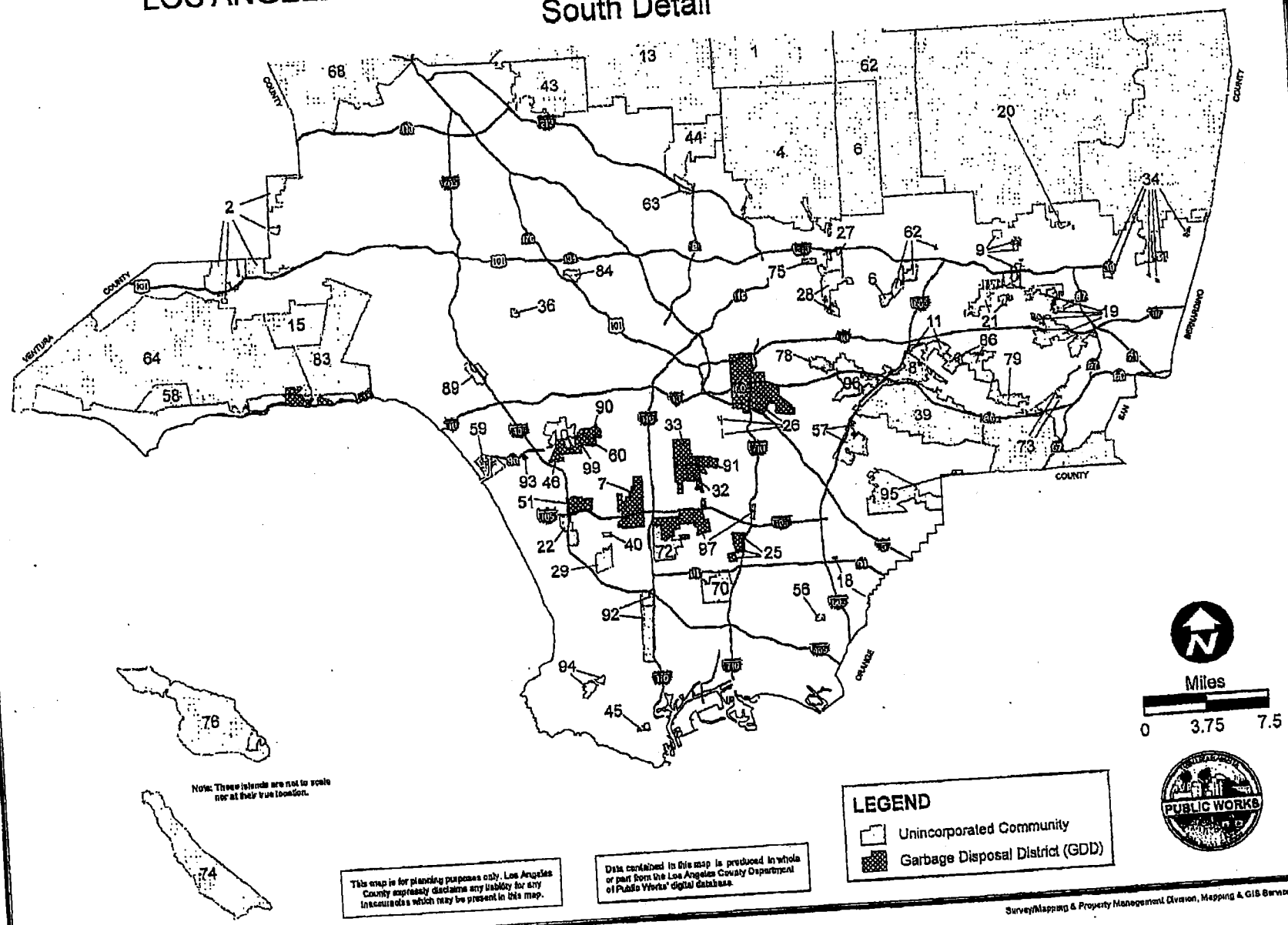
FORM PW-19

LOS ANGELES COUNTY UNINCORPORATED COMMUNITIES MAP
South Detail



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

REF \\pwmas1\mapmgis\MPMGIS\projects\epd\SWMS\laco_comm_so_spri.mxd DATE 11/12/2009

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
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55	LLANO

ID	NAME
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	FERNWOOD
	GLENVIEW
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98	WILSONA GARDENS
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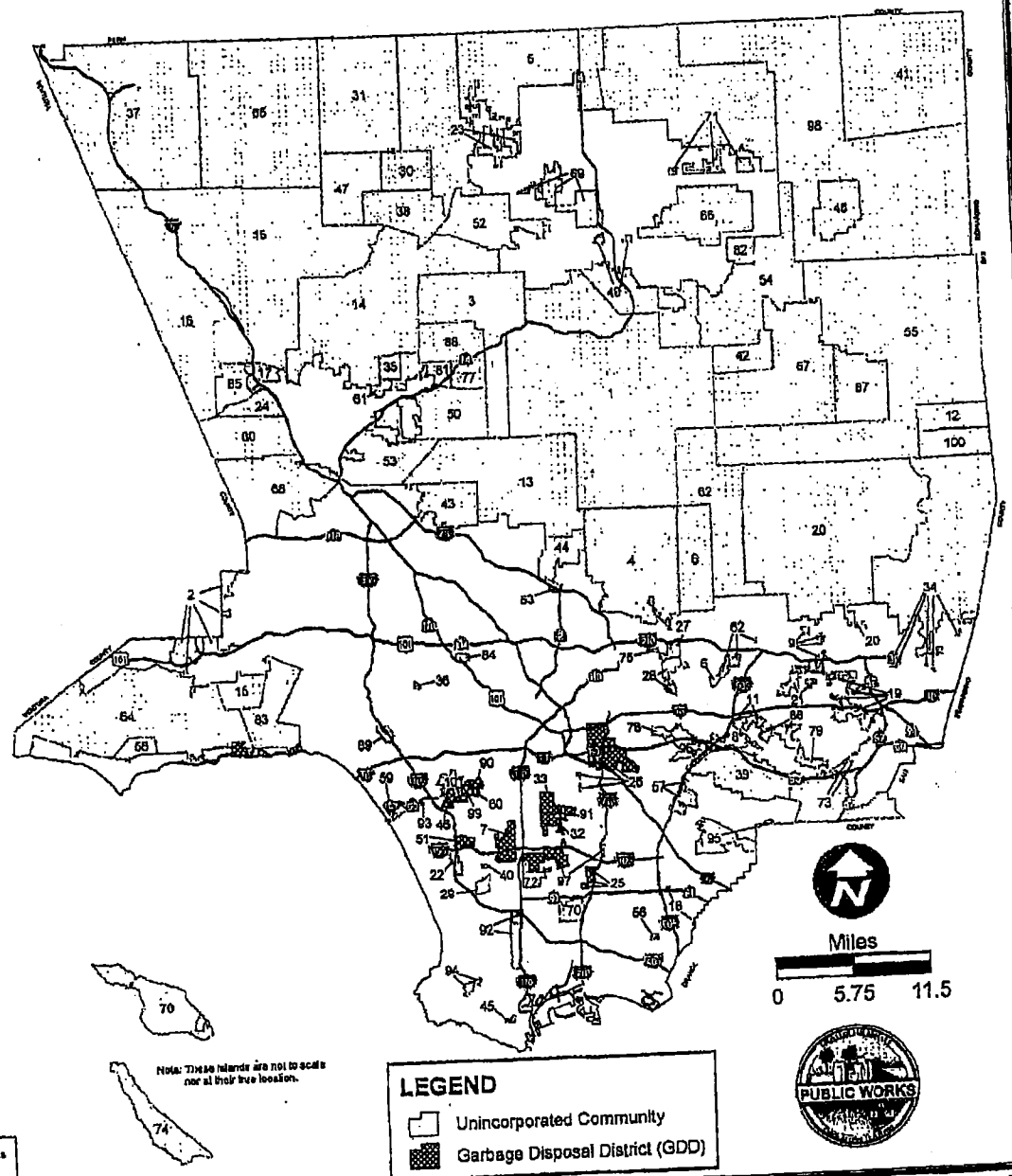
100	WRIGHTWOOD



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

REF \\pwvas1\mpmgis$\MPMGIS\projects\epd\SWIMS\loco_comm_epd.mxd DATE 11/12/2009

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: 1531 W. 135th ST. City: GARDENA

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
volvo GM	FRONT LOADER	95	Diesel	9 TONS	707949	8D99909	20 %
volvo GM	FRONT LOADER	95	Diesel	9 TONS	679818	8U11067	15 %
volvo GM	FRONT LOADER	84	Diesel	9 TONS	068044	5D17878	Backup
white	Roll OFF	89	Diesel	12 TONS	026407	5B90234	20 %
white	Roll OFF	88	Diesel	12 TONS	015495	4P17097	Backup
white	Roll OFF	87	Diesel	12 TONS	006944	3M40355	Backup

Name of person signing form: VARDAN WALLY MOSIKIAN Title: PARTNER

Signed Vardan Wally Mosikian Date: 2-2-12

COUNTY OF LOS ANGELES

Department of Public Health - Solid Waste Program

Waste Collector Permit

Under Provisions of County Ordinance Title 20

2012

COMPANY ID #	S0219
PERMIT FEE	$540.00
VEHICLES PERMITTED	2
DATE OF ISSUE	01/03/2012
EXPIRATION DATE	12/31/2012

S & H DISPOSAL
1008 N. WEMAR WY
MONTEBELLO, CA 90640

CHIEF, SOLID WASTE PROGRAM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/13/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
701 B Street
6th Floor
San Diego CA 92101

CONTACT NAME: Cathy Dunn
PHONE (A/C, No, Ext): 619-849-3947
FAX (A/C, No): 619-699-2149
E-MAIL ADDRESS: cdunn@alliantinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RSUI Indemnity Company	22314
INSURER B : Hudson Insurance Company	25054
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
S & H Disposal Co.
1008 N. Wemar Way
Montebello CA 906402662

CERTIFICATE NUMBER: 1120153343 REVISION NUMBER:

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y		HAS00010506GL	11/12/2011	11/12/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			HAS00010506CA	11/12/2011	11/12/2012	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NHA229318	11/12/2011	11/12/2012	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers are included as Additional Insured ATIMA per the attached endorsements. Waiver of Subrogation applies per the attached endorsements. Coverage is primary and non-contributory per the attached endorsement. Pollution endt CA9948 attached.

CERTIFICATE HOLDER

County of Los Angeles, Department of Public Works
Admin Services Division, Attn: Samantha Tsui
PO Box 1460
Alhambra CA 91802-1460

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

BOND: 9140285
PREMIUM: $500.00 Annually

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That S&H Disposal Company ("Principal") and _____ ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of Twenty Five Thousand and No/100* ** ($25,000.00 _____) 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) Non- Exclusive Commercial Franchise Agreement Contract #003087 (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 July 1st, 2012 and ending June 30th, 2013.
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.

EXHIBIT H

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 14th day of May, 2012

S&H Disposal Company
Principal

BY: Vardan Wally Mosikian (Seal)

VARDAN WALLY MOSIKIAN (PARTNER)
Name and Title

BY: _____

_____
Name and Title

Washington International Insurance Company
Surety

BY: _____ (Seal)

Lawrence F. McMahon
Attorney-in-fact

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

BY: _____
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On MAY 14 2012 before me, Lilia Robinson, Notary Public,

personally appeared Lawrence F. McMahon,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PURJURY under the laws of the state of California that the foregoing paragraph is true and correct.

LILIA ROBINSON
COMM. #1870129
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
NOVEMBER 29, 2013

WITNESS my hand and official seal.

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER
- ☐ PARTNER(S)
- ☐ MEMBER of LLC
- ☒ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

LAWRENCE F. McMAHON, JAMES BALDASSARE, JR., JAMES R. SOMMERVILLE,
MARIA V. GUISE AUDREY RODRIGUEZ, CHARLOTTE AQUINO and JAMES DANIEL CASTLE
JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

NORTH AMERICAN SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1973 NEW HAMPSHIRE

By _____
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By _____
David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

WASHINGTON INTERNATIONAL INSURANCE COMPANY CORPORATE SEAL NEW HAMPSHIRE

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23rd day of March, 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 23rd day of March, 2012, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

MAY 1 4 2012

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this ____ day of _____, 20____.

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California
County of Los Angeles

On June 6, 2012 (Date) before me, Angelica Martinez, Notary Public (Here Insert Name and Title of the Officer),
personally appeared Vardan Wally Nosikian (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

ANGELICA MARTINEZ
Commission # 1919716
Notary Public - California
Los Angeles County
My Comm. Expires Jan 28, 2015

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Angelica Martinez (Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bond For Faithful Performance

Document Date: _____ Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Item #5907

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Alliant

DRIVER COMMERCIAL GROUP

June 18, 2012

County of Los Angeles
Jesus Castill

Re: S&H Disposal Company
Non-Exclusive Commercial Franchise Agreement, Contract #003087
Performance Bond No. 9140285

Dear Mr. Castill,

This letter serves as confirmation that attached page 1 of Performance bond No. 9140285 issued on May 14, 2012 supersedes previous first page of the bond due to the fact that the Surety Company was missing from original submittal.

Please contact me should you have any questions or concerns.

Thank you,

Sarah Myers
Account Manager

Alliant Insurance Services, Inc. • 701 B Street • 6th Floor • San Diego, CA 92101
PHONE (619) 238-1828 • www.alliantinsurance.com • License No. 0C36861

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA }

County of San Diego

On JUN 18 2012 (Date) before me, Lilia Robinson (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Sarah Myers (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LILIA ROBINSON
COMM. #1870129
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
NOVEMBER 29, 2013

Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____ (Signature of Notary Public) Lilia Robinson

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☑ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing: Surety Company

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
- ☐ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner ☐ Limited ☐ General
- ☐ Attorney in Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer is Representing:

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

BOND: 9140285
PREMIUM: $500.00 Annually

EXHIBIT H

BOND FOR FAITHFUL PERFORMANCE

Annually Renewable Performance and Payment Bond

KNOW ALL MEN BY THESE PRESENTS: That S&H Disposal Company ("Principal") and Washington International Insurance Company ("Surety"), are held and firmly bound unto the COUNTY OF LOS ANGELES, State of California ("Obligee"), in the penal sum of Twenty Five Thousand and No/100* ** ($25,000.00) 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) Non- Exclusive Commercial Franchise Agreement Contract #003087 (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 July 1st, 2012 and ending June 30th, 2013.
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.