



Kathy Hanks, Acting Chair

County of Los Angeles
CONTRACTOR HEARING BOARD
313 N. FIGUEROA STREET, SIXTH FLOOR EAST, LOS ANGELES, CALIFORNIA 90012

December 17, 2013

Member Departments:

***Internal Services Department
Chief Executive Office
Department of Public Works***

Alternate Member Departments:

***Department of Health Services
Department of Parks and Recreation
Department of Public Social Services***

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

Dear Supervisors:

**DEBARMENT OF KEY DISPOSAL, INC.,
JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN
ALL DISTRICTS
(3-VOTES)**

SUBJECT

Request for Board approval to adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board to debar Key Disposal, Inc. and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian, for a period of five years from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles from the date of the Board's approval as a consequence of what the Contractor Hearing Board found to be serious contract violations.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board (CHB) to debar Key Disposal, Inc. (Key) and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian, for a period of five years from the date of the Board's approval of this action, from bidding on, being awarded, and subject to Recommendation Two below, from performing work on any existing contracts for the County of Los Angeles (County).
2. With respect to any existing contracts that Key, John Katangian, Dan Katangian, and Shelline Katangian may have with the County, instruct County departments

to consider the Board's debarment determination as reflected in Recommendation One above, and to evaluate whether to make a further recommendation to the Board that any such existing contracts be terminated consistent with the terms of such contracts, as provided for in Title 2, Chapter 2.202, Section 202.040G of the Los Angeles County Code; and further, authorize the County departments to proceed with any steps that may be required under the contracts to initiate the process of terminating such contracts.

3. Instruct the Executive Officer to send notice to Key and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian, advising of the debarment action taken by the Board.
4. Instruct the Director of the Internal Services Department (ISD) to enter this determination to debar Key, John Katangian, Dan Katangian, and Shelline Katangian, into the County's Contract Database for a period of five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended debarment action against the contractor, Key and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian is to ensure the County contracts only with responsible contractors who comply with the terms and conditions of their County contracts, and with any relevant Federal, State, and local laws.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Vision and Strategic Plan Goal One which supports shared values of accountability, integrity, and professionalism, efficient and effective service delivery, and envisions the County as the premier organization for those working in the public's interest with a pledge to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Not applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor Non-Responsibility and Debarment Ordinance

The Contractor Non-Responsibility and Debarment Ordinance, County Code Chapter 2.202, provides the County with the authority to terminate contracts and debar contractors when the County finds, in its discretion, that the contractor has engaged in certain acts, including any of the following:

- Violated a term of a contract with the County or a non-profit corporation created by the County;
- Committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on the same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty.

In considering debarment, the County may consider the seriousness and extent of the contractor's acts, omissions, patterns, or practices and any relevant mitigating factors.

Contractor Hearing Board Responsibilities

County Code Chapter 2.202, the Contractor Non-Responsibility and Debarment Ordinance, established the CHB to provide an independent review of the contracting department's recommendation to debar a contractor. The regular membership of the CHB is composed of a representative from the Chief Executive Office (CEO), ISD and the Department of Public Works (DPW). In addition, the CHB includes the departments of Health Services (DHS), Parks and Recreation (Parks) and Public Social Services as alternate member departments. In the event the debarment action is initiated by CEO, ISD, or DPW, the CHB member from the department bringing the debarment action will recuse himself/herself from any participation in the hearing.

In this particular debarment proceeding, ISD brought the action. DPW also did not sit on the CHB, given it has a current County contract with Key, Contract No. 003074 - Non-Exclusive Commercial Solid Waste Collection Franchise Agreement. Therefore, the CHB representatives from Parks and DHS participated in the hearing and deliberations, and voted in this debarment proceeding along with CEO. The DHS representative was elected by the participating members to serve as the acting chair for the CHB in these proceedings.

Background

In June 2013, ISD requested the CHB be convened to initiate debarment proceedings against Key and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian for:

- Violating a term of a contract with the County or a nonprofit corporation created by the County.
- Committing an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other

public entity, or a nonprofit corporation created by the County or engaging in a pattern or practice which negatively reflects on same; and

- Committing an act or offense which indicated a lack of business integrity or business honesty.

July 3, 2013 Debarment Hearing

On June 18, 2013, ISD sent proper notice via a certified first class letter to Key and its principals, John Katangian, President of Key; Dan Katangian, Vice President of Key; and Key's Project Manager/Office Manager, Shelline Katangian, notifying them of ISD's intent to initiate debarment actions against Key and these individuals, with a recommended debarment period of five years, at a hearing scheduled for July 3, 2013 at 9:30 a.m. in the Kenneth Hahn Hall of Administration, Room 140A. Attachment I is a copy of this notice. Included in this correspondence was notice to the parties that they must confirm in writing to ISD by June 25, 2013, of their intent to attend the debarment hearing and oppose the debarment recommendation.

Key and John, Dan and Shelline Katangian, did not confirm their attendance for the July 3, 2013 debarment hearing. The hearing was publicly noticed, scheduled, and conducted on July 3, 2013, in the Kenneth Hahn Hall of Administration, Room 140A. Key and John, Dan and Shelline Katangian, also did not appear at the July 3, 2013 debarment hearing and did not submit any documentation or a list of prospective witnesses to rebut any evidence presented at the debarment proceedings. ISD thus proceeded in their absence and placed an uncontested debarment recommendation before the CHB. At that hearing, the CHB voted to recommend a five year contractor debarment of Key and John, Dan and Shelline Katangian. Attachment II is a copy of the agenda for the July 3, 2013 hearing, and the exhibits that were entered into the record that day.

September 12, 2013 Debarment Hearing

On August 13, 2013, the CHB transmitted to ISD, Key and John, Dan and Shelline Katangian, notice of and a copy of the CHB's Tentative Proposed Decision and Recommendation to debar Key and these individuals for a period of five years. Attachment III is the Notice and Tentative Proposed Decision and Recommendation. This Notice also set a further hearing on August 29, 2013 to hear written objections from any party to the CHB's Tentative Proposed Decision and Recommendation. Shelline Katangian served written objections on all parties on August 22, 2013, asserting that she is only the Office Manager for Key and is not a principal. Attachment IV is a copy of her written objections. No other parties provided written objections.

The August 29, 2013 hearing was cancelled and rescheduled to September 12, 2013. The hearing was publicly noticed, scheduled, and conducted on September 12, 2013, in the Chief Information Office at the Los Angeles World Trade Center, Grand Conference

Room. Attachment V is a copy of the Notice for this Hearing.

ISD representatives, Shelline Katangian, John Katangian, and lawyers from County Counsel attended the hearing before the CHB. Shelline Katangian and John Katangian provided testimony that Shelline Katangian is the Office Manager for Key and is not a principal. ISD then presented additional evidence regarding Shelline Katangian's role and responsibilities with Key. All parties then agreed to allow this testimony and additional evidence to be considered by the CHB. The CHB thereafter considered the testimony and additional evidence provided by the parties, deliberated, and voted to not change its initial recommendation of five years of debarment for Key and John, Dan and Shelline Katangian. Attachment VI is copy of the September 12, 2013 agenda and a set of the exhibits that were entered into the record that day.

All proceedings were audio recorded and the recordings are available upon request, as well as all documents entered into the record as exhibits during the hearing. A list of CHB members, ISD representatives, Key representatives, and participating lawyers from County Counsel who were at the hearings on July 3, 2013 and September 12, 2013, can be found at Attachment VII.

SUMMARY OF EVIDENCE AND ARGUMENT

An ISD representative and County Counsel for ISD presented evidence at both hearings in the form of testimony, correspondence and supporting documentation demonstrating that Key and John, Dan and Shelline Katangian, breached the terms of the County agreement.

Pertinent Facts and Evidence

On March 3, 2009, the Board approved the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to ISD and other County departments, with Key as one of the recommended vendors. Key identified John Katangian as the President of Key and Dan Katangian as the Vice President in the FASMA. Key identified Shelline Katangian as the Project Manager for Key on the FASMA, as well as the Office Manager. Per Section 7.1.2 of the FASMA, the Project Manager is responsible for the day to day activities related to the performance of work under the FASMA. Key also designated all three individuals, including Shelline Katangian, as authorized officials of Key who could execute documents on behalf of, and bind Key. Shelline Katangian had check-signing authority for Key, executed documents on behalf of Key, and is identified on the Statement of Information filed with the State of California Secretary of State as the agent for service of process for Key.

On February 21, 2012, ISD awarded a purchase order (PO) agreement to Key for waste hauling services under the firm's FASMA at sixty (60) County owned/operated locations or court facilities for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine locations were deleted from the PO agreement when services were no

longer needed at those locations. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City of Los Angeles (City) and the remaining twenty eight (28) were in other areas within the County of Los Angeles.

On March 13, 2013, the City of Los Angeles' Department of Public Works, Bureau of Sanitation issued Board Report No. 2, titled "Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ.". The City report details a series of non-compliance instances by Key over the course of several years. Specifically, Key did not properly comply with City's municipal code requirements, including annual submission of complete waste hauler application renewal packages, gross receipt reporting and payment of fees. Key also resisted cooperating with required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011, but not for any period after that time.

A City audit in 2011 covering Key's operations from January 1, 2006 through December 31, 2007, determined that Key under reported gross receipts and therefore underpaid fees to the City. Key entered into a monthly payment plan with the City in June 2011 to pay outstanding audit fees of \$236,616.45. Key made sporadic monthly payments and some were returned for insufficient funds and a balance remains from this audit.

A subsequent City audit issued in January 2012 for the period January 1, 2008 through December 2010 indicted that Key had under reported their gross receipts and owed the City an additional \$441,175.51. The City made numerous attempts to collect the outstanding audit amounts from Key. However, Key did not honor the payment plan and continued its practice of making late payments, incomplete payments and payments returned for insufficient funds. Key owes outstanding audit balances and fees owed to the City in the amount of \$668,597.

With issuance of the City report, Key's solid waste hauler permit was revoked by the City of Los Angeles' Board of Public Works. Key was given thirty (30) days to operate within the City during a post-revocation transition period. During this transition period, Key was required to notify their customers with waste hauling locations in the City that they should select alternative service providers.

On March 19, 2013, the City issued a Notice to permitted City waste haulers regarding the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works, and the opportunity to assist in providing waste hauling services to Key's former City customers by soliciting their business. During the thirty (30) day post revocation period that commenced March 13, 2013, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

On April 4, 2013, the City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits. This was the first time that ISD was made aware that Key's waste hauling permit had been revoked by the City.

On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's FASMA #I104017 for default, upon Board approval, unless Key resolved the issues with the City within a five day period. The letter provided Key the opportunity to resolve the issues, and respond to ISD with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

On the evening of April 8, 2013, Shelline Katangian from Key responded to ISD's letter in an email stating that she did not believe that Key would have the matter with the City resolved by April 13, 2013. Ms. Katangian also indicated that she had a permitted hauler taking over Los Angeles (SVT Services, Inc) and that she was in the process of making SVT a FASMA contractor. Ms Katangian also inquired if that would hold the County over until SVT became a FASMA vendor and if the County could assign the contract to another waste hauler (SVT Services) that she was making arrangements with to take over the work. ISD subsequently discovered that Ms. Katangian was the President of SVT Services.

On April 9, 2013, ISD responded with a letter informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii) it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

Waste hauling is a health and safety issue and any lapse in services can have significant public health ramifications. On April 9, 2013, ISD took action to ensure that waste hauling services were provided at the fifty one (51) locations previously serviced by Key in order to avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new PO agreements under existing FASMA's to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall increase of \$33,558, or thirty two percent (32%) higher than Key's price. The costs will be absorbed by the affected County departments, including the Department of Public Social Services (15 sites), Department of Community and Senior Services (12 sites), the Department of Mental Health (5 sites), Department of Public Works (3 sites), and various other departments or court facilities (16 sites). In addition, significant ISD staff time was required to obtain new contractors for waste hauling at all fifty one (51) locations within that four (4) day period.

ISD also presented testimony that during the transition period prior to the April 13, 2013 termination of Key's agreement, someone at Key initiated removal of some of the waste

bins at several facilities. This required additional coordination on ISD's part with successor contractors to ensure replacement bins were available and there was no lapse in waste hauling services.

On June 5, 2013, ISD notified John Katangian at Key via email and first class certified mail that Key would be placed on the Los Angeles County Contractor Alert Reporting Database (CARD) as a result of meeting one of the CARD criteria. Specifically, Key was found to have "experienced financial, administrative, programmatic or legal issues that affect their ability to comply with County contract requirements". The notice advised Key that to avoid CARD placement, Key must respond by 5 p.m. on June 18, 2013 with information demonstrating that Key should not be placed in CARD. At 12:20 p.m. on June 18, 2013, Key responded to ISD via email, but the information was not sufficient to demonstrate why Key should not be placed in CARD. ISD advised Key via letter on June 26, 2013 that Key would be placed in CARD immediately, which ISD did.

On June 18, 2013, the Board approved the termination of FASMA #I104017 with Key, in whole, for default, pursuant to Section 8.43, "Termination for Default" of the agreement, for violating agreement provisions, including but not limited to, Sections 3.0, "Work" and 8.5, "Compliance with Applicable Laws".

ISD confirmed with the City that as of the morning of the debarment hearing on July 3, 2013, Key was still in noncompliance with the City's requirements and the \$668,597 owed to the City remained outstanding.

ISD also indicated that since Key's FASMA had been terminated, Shelline Kantagian, representing herself as President of SVT Services, had submitted an application from SVT Services for a new FASMA.

Argument

During the debarment hearing, ISD presented testimony and written documentation to show the following:

Key violated terms of the contract with the County.

FASMA Section 3.0 "Work", Sub-paragraph 3.1 states: "Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein."

FASMA Section 8.5, "Compliance with Applicable Laws", Sub-paragraph 8.5.1 states "In performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference."

The scope of the PO awarded to Key for waste hauling services under Key's FASMA initially covered sixty (60) locations for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine locations were deleted from the PO agreement. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City and the remaining twenty eight (28) in other areas within the County of Los Angeles. When the City revoked Key's waste hauling permit for failure to comply with the terms of its City permit, Key was no longer able to provide waste hauling services for any of these locations, including the twenty three (23) locations located within the County. Given Key's inability to provide the entirety of the contracted services for all fifty one (51) locations in the PO, Key was in violation of FASMA Section 3.0 "Work."

Further, Key was in violation of FASMA Section 8.5, "Compliance with Applicable Law", for failure to comply with City requirements for waste haulers, including those set forth in Section 66.32 of the City Code, and for failure to pay AB 939 (State of California's Integrated Waste Management Act of 1989) Compliance Fees. This was evidenced by the City's revocation of Key's waste hauling permit for noncompliance with the City's requirements.

Key and its principals and staff committed an act or omission which negatively reflected on the contractor's quality, fitness, or capacity to perform a contract with the County.

Over the course of several years, Key did not comply with City's municipal code requirements including annual submission of complete waste hauler application renewal packages, gross receipt reporting, payment of fees, and resisted cooperating in contractually required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011 but for no periods after that time. City audits determined that Key under-reported gross receipts and therefore underpaid fees to the City for approximately four years. Based on Key's relationship with the City, these acts appear to be intentional and negatively reflect on Key's ability to perform a contract with the County. John and Dan Katangian are the President and Vice-President of Key, and Shelline Katangian is the Office Manager. Each knew or should have known, in their capacities with Key, that it was improper to under-report gross receipts, and fail to properly pay taxes or participate in required audits.

The City gave Key a thirty (30) day post revocation period that commenced March 13, 2013 in which to notify their customers of the revocation of their waste hauling permit in order for customers to make other arrangement for waste hauling for a smooth transition to compliant waste hauling firms. However, during this period, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City. It was only through the courtesy notice from the City to ISD on April 4, 2013 that ISD became aware that Key's permit was revoked. Shelline Katangian, who was designated by Key to be the Project Manager on the County's FASMA, was contractually responsible for the day to day operations for the work performed under the FASMA. Ms. Katangian should have alerted the County

immediately that Key would no longer be able to provide waste hauling services for the County, so that the County could take proper steps to address the lost of service. She failed to do so.

ISD attempted to contact Key via phone and email but was unable to obtain any response until a letter was sent indicating that Key must cease to provide services April 13, 2013. Shelline Katangian responded to ISD via email, noting that City issues wouldn't be resolved and that she had another hauler, SVT Services, taking over sites in the City and that SVT Services was in the process of obtaining a FASMA. As the FASMA Project Director, Ms. Katangian should have been aware that pursuant to the FASMA provisions, she could not make arrangements for another entity to provide the services unless ISD provided prior written approval for subcontracting. ISD subsequently received a FASMA application from SVT Services indicating that Shelline Katangian, is President of SVT Services. She failed to mention to ISD initially, that she is the President of SVT Services.

Key's under-reporting of gross receipts, failure to properly and timely pay taxes, lack of notice to ISD, the attempt to subcontract with another vendor of which Ms. Katangian is President, and the fact that Key's Project Manager, Ms. Katangian, was attempting to obtain a FASMA for identical waste hauling services provided, further demonstrates that Key and the three (3) individuals associated with Key, committed multiple acts and omissions which negatively reflect on the contractor's quality, fitness, or capacity to perform a contract with the County.

In addition, Key's actions resulted in ISD initiating extraordinary efforts to replace the contracted services within a four day period in order to not create public health hazards at County facilities that not only serve County employees, but also service County constituents and patients. The change in contractors resulted in an increased and unanticipated annual cost to the County of \$33,558.

Key committed an act or offense which indicates a lack of business integrity or business honesty.

Key's actions and omissions, as well as their lack of responsiveness over the course of several years with the City show a pattern by Key and its principals of not taking responsibility for the firm's contractual commitments and actions. In addition, Key did not notify the County of the revocation of their City waste hauler permit and the firm's inability to provide waste hauling services at sites in the City. As of the date of the July 3, 2013 hearing, Key has not made the City whole and has not had any discussions with ISD regarding their actions.

The County only does business with "responsible contractors" (County Code section 2.202.010). The purpose of the ordinance is to promote integrity in the County's contracting process. A non-responsible contractor is one which has displayed a lack of

business ethics and business integrity, as demonstrated by Key and its principals and staff.

FINDINGS AND RECOMMENDED DECISION

After considering the evidence and arguments presented by ISD representatives, the CHB concluded that the following factors assisted them in reaching their decision for the debarment of Key and its principals, John Katangian and Dan Katangian, and Key's Project Manager/Office Manager, Shelline Katangian, for a period of five years:

- *The frequency of incidents and/or duration of the wrongdoing.*

The CHB found that there were ongoing acts and omissions in Key's contractual relationship with the City for several years, and as of the July 3, 2013 debarment proceedings, Key has not resolved its issues with the City. As of July 3, 2013, Key was still in noncompliance with the City's requirements and the \$668,597 owed to the City remained outstanding. Key's underreporting of gross receipts and/or tax issues date as far back as 2006.

- *Whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.*

The CHB concluded that Key and its principals continued over the course of several years to commit acts and omissions that resulted in continuing noncompliance with Key's City contract. As a result, Key's permit was revoked by the City. To compound this problem, John, Dan and Shelline Katangian failed to provide immediate notice to the County so that the County could take proper steps to address the loss of service. Instead, Key offered up another vendor, STV Services, of which Shelline Katangian is the President.

- *The actual or potential harm or impact that results or may result from the wrongdoing.*

As a result of Key's inability to perform its entire County contract due to the revocation of the firm's City waste hauling permit, ISD had to obtain successor waste hauling contractors for fifty one (51) locations in the course of only four days. As a result, the County will incur \$33,558 in increased annual costs. In addition, significant ISD staff time was required to obtain new contractors for waste hauling at all fifty one (51) locations within that four day period.

ISD also presented testimony that during the transition period prior to the April 13, 2013 termination of Key's agreement, someone at Key initiated removal of some of the waste bins at several facilities. This required additional coordination on ISD's part with successor contractors to ensure replacement bins were available and there was no lapse in waste hauling services.

- *Whether a contractor has accepted responsibility for the wrongdoing, recognizes the seriousness of the misconduct that led to the cause for debarment, and has taken corrective action to cure the wrongdoing, including taking appropriate disciplinary actions against those responsible.*

With regards to the City, Key and its principals did not take any responsibility for Key's actions and did not correct the contractual noncompliance over the course of several years. Key gave ISD no advance notice of their waste hauler permit revocation and did not provide any response to ISD's notice of the debarment proceedings against Key.

- *Whether a contractor has cooperated fully with the involved public entities during the investigation and any court or administrative action.*

Key and its principals were uncooperative with the City although the City afforded Key with opportunities to correct their noncompliance. ISD also gave Key an opportunity to correct their noncompliance, but Key was not forthcoming in taking corrective action.

- *The positions held by the individuals involved in the wrongdoing.*

The CHB found that the wrongdoing was at the highest levels in this company. John Katangian is the President of Key; Dan Katangian is Vice-President of Key; and Shelline Katangian is the Project Manager on the FASMA, as well as the Office Manager of Key. While Ms. Katangian submitted written objections asserting that she was not a principal of Key, but a mere Office Manager, the CHB found her objections and testimony unpersuasive. She was indeed the Project Manager, who contractually under the FASMA, is responsible for the day-to-day activities for the work performed under the Contract. In addition, like John and Dan Katangian, she was identified in the FASMA as one of Key's Authorized Officials. Authorized Officials have authority to execute documents and bind Key under the FASMA. Ms. Katangian was executing documents and also signing checks on behalf of Key.

Therefore, by unanimous vote, the CHB recommends to your Board that Key Disposal, Inc. and John Katangian, President of Key; Dan Katangian, Vice President of Key; and Shelline Katangian, Key's Project Manager/Office Manager, be debarred. The CHB also recommends debarment for a period of five years.

In making these recommendations, the CHB considered the contractor's lack of business integrity and honesty, and the multiple acts which negatively reflect on the contractor's quality, fitness, or capacity to perform a contract with the County.

Contractor's Right to Object to the CHB Findings and Recommendations

As noted above, on August 13, 2013, Key and John Katangian, Dan Katangian, and Shelline Katangian were sent (via certified mail) a letter, with a copy of the draft report with the proposed findings, decision, and recommendation of the CHB. As indicated in the letter, the draft report was provided for Key and its principals to review, and to prepare and provide the County with any written objections to the proposed decision of the CHB for consideration.

Subsequently, Shelline Katangian submitted an objection via e-mail on August 22, 2013 at 3:50 p.m. The August 29, 2013 hearing was cancelled and continued to September 12, 2013 at 10:30 a.m. at the Chief Information Office, Grand Conference Room, at 350 S. Figueroa Street, Los Angeles, CA 90071. Her objections were heard and considered by the CHB on September 12, 2013, as noted above.

IMPACT ON CURRENT PROJECTS

Not applicable.

CONCLUSION

Due to the foregoing, and to ensure that the County contracts only with responsible contractors who comply with all relevant laws, as well as the terms and conditions of their contracts, the CHB respectfully requests that your Board adopt the proposed findings, decision and recommendations relating to Key, John Katangian, Dan Katangian, and Shelline Katangian.

Respectfully submitted,



Kathy K. Hanks, C.P.M.
Director, Department of Health Services Contracts and Grants
Acting Chair, Contractor Hearing Board

Attachments (7)

- c: William T Fujioka, Chief Executive Officer
- Jim Jones, Director, Internal Services
- John Krattli, County Counsel
- John, Dan and Shelline Katangian, Key Disposal, Inc.
- Frank Cheng, CEO
- Norma Garcia, Parks and Recreation
- Truc Moore, Senior Deputy County Counsel
- Edward Yen, Deputy County Counsel

Attachment I



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 415-8664

"To enrich lives through effective and caring service"

June 18, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

DEBARMENT PROCEEDINGS

The County of Los Angeles Internal Services Department (ISD) intends to initiate debarment proceedings against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key). The recommended debarment will be made pursuant to Los Angeles County Code Chapter 2.202, Determination of Contractor Non-Responsibility and Contractor Debarment.

You are hereby notified that the debarment hearing with the Contractor Hearing Board will be held on:

Date: Wednesday, July 3, 2013
Time: 9:30 a.m.
Place: Kenneth Hahn Hall of Administration,
TTC Conference Room 140A, First Floor
500 West Temple Street
Los Angeles, CA 90012

This notice specifies the basis for the debarment recommendation, the proposed period of debarment and a summary of evidence to support the recommendation, in Attachment A, incorporated herein by reference.

At the Contractor Hearing Board, you are entitled to appear and/or be represented by an attorney or other authorized representative to present evidence against a finding of

debarment. At the hearing, your representative may offer documentary evidence, present witnesses, and offer rebuttal evidence as authorized by the County code.

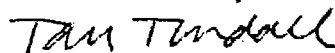
After the debarment hearing, the Contractor Hearing Board will prepare a proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

Key must submit a written confirmation to ISD indicating whether you and/or attorney or other authorized representative will be present at the debarment hearing. This confirmation must be sent to Ms. Yolanda Young, Contracts Division, 1100 N. Eastern Avenue, Los Angeles, CA 90063, no later than 5:00 p.m. on Tuesday, June 25, 2013. Failure to confirm the hearing date or otherwise response may result in waiving of all rights to a hearing before the Contractor Hearing Board.

If Key intends to contest the debarment at the Contractor Hearing Board, the department will provide you with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. If Key intends to present evidence against the proposed debarment, you must provide ISD with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. Each party must also provide the Contractor Hearing Board with five copies of each item they provided in the exchange. The deadline for the exchange of these documents is 5:00 p.m. on Wednesday, June 26, 2013.

If you have any questions, please contact Yolanda Young, Contracting Division Manager, at (323) 267-3101.

Very truly yours,



Tom Tindall
Director

c: County Counsel
Contractor Hearing Board Members

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

The basis for the proposed debarment recommendation is that Key Disposal, Inc. (Key) by and through its principals, John Katangian, Dan Katangian and Shelline Katangian (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; and (3) committed an act or omission which indicates a lack of business integrity or business honesty.

The Internal Services Department (ISD) will recommend a five year debarment for Key and its principals, John Katangian, President, Dan Katangian, Vice President, and Shelline Katangian.

A summary of the evidence to support the debarment recommendation is set forth below:

1. On March 13, 2013 the City of Los Angeles' (City) Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City in the amount of \$668,597.

On April 4, 2013, the County was made aware that Key could no longer provide waste hauling services in the City effective April 13, 2013. Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

The County is prepared to produce documentary evidence of the City's revocation of Key's waste hauling services permit.

2. On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's Facility Ancillary Services Master Agreement (FASMA) for default unless Key resolved the issue with the City within a five day period. The letter provided Key the opportunity to resolve the issue, and respond with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

The County is prepared to produce documentary evidence of its notification to Key of its intent to terminate Key's contract for default.

3. On April 8, 2013, Key responded to the letter stating that they did not believe that they would have the matter with the City resolved by April 13, 2013 and asking the County if it could assign the contract to another waste hauler. On April 9, 2013, ISD responded via written notification informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii)

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

The County is prepared to produce documentary evidence of its correspondence with Key relating to its intent to terminate Key for default.

4. On April 9, 2013, ISD took action to ensure that waste hauling services were provided and avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new purchase orders to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall annual increase of \$33,558 over Key's prices.

The County is prepared to produce documentary evidence of (i) its actions taken to acquire waste hauling services in a short period of time, and (ii) the resultant increase in costs for the provision of waste hauling services.

5. Key violated terms of its contract with the County of Los Angeles including but not limited to: (i) 3.0, Work, (ii) 4.0 Term, and (iii) 8.5, Compliance with Applicable Law.

The County is prepared to produce documentary evidence demonstrating the terms of the County contract and the requirements of the applicable laws.

Attachment II



Kathy Hanks, Chair

County of Los Angeles **CONTRACTOR HEARING BOARD**

313 N. FIGUEROA STREET, SIX EAST, LOS ANGELES, CALIFORNIA 90012

Member Departments:

*Internal Services Department
Chief Executive Office
Department of Public Works*

Alternate Member Departments:

*Department of Health Services
Department of Parks and Recreation
Department of Public Social Services*

NOTICE OF REGULAR MEETING

July 3, 2013, 9:30 a.m.
Kenneth Hahn Hall of Administration
Treasurer and Tax Collector, Conference Room 140A
500 West Temple Street
Los Angeles, CA 90012

AGENDA

- I. Call to Order
- II. Debarment Proceeding against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key), as initiated by the County of Los Angeles, Internal Services Department
- III. Consideration of other items not on the posted Agenda
- IV. Public Comment
- V. Adjournment

For additional information, contact Julio Alvarado, Department of Health Services at (213) 240-8164 or by email at jalvarado@dhs.lacounty.gov.

DEBARMENT DOCUMENTARY EVIDENCE
KEY DISPOSAL, INC.
JULY 3, 2013

| TAB | DOCUMENTS |
|-----|--|
| 1 | March 3, 2009 - Board Letter - Request for approval and award of the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to Internal Services Department (ISD) and other County departments. |
| 2 | February 21, 2012 - ISD purchase order agreement with Key Disposal, Inc. (Key) for waste hauling services for the period of February 21, 2012 through March 31, 2014. |
| 3 | March 13, 2013 - City of Los Angeles (City) Department of Public Works Bureau of Sanitation Board Report No. 2 - Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ. |
| 4 | March 19, 2013 - Notice to permitted City waste haulers of the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works. |
| 5 | April 4, 2013 - City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits. |
| 6 | April 8, 2013 - Notification letter from ISD to Key regarding termination of Key's Master Agreement #I104017 for default upon Board approval, unless Key resolved the issue with the City by the date specified in the letter (April 12, 2013). |
| 7 | April 8, 2013 - Correspondence submitted by Key that they would not be able to resolve the matter with the City by April 13, 2013. |
| 8 | April 9, 2013 - Notification letter from ISD to Key confirming that Key shall cease to provide waste hauler services under its FASMA agreement effective April 13, 2013. |
| 9 | April 8 - 11, 2013 - Correspondence between ISD and FASMA vendors regarding transition of waste hauler services for facilities under contract with Key. |
| 10 | April 17, 2013 - Memorandum from ISD to the County Board of Supervisors (BOS) regarding termination of FASMA with Key and awarded waste hauling services to other FASMA vendors. |
| 11 | June 18, 2013 - BOS letter terminating FASMA (Agreement #I104017) with Key, in whole, for default. |
| 12 | June 18, 2013 - Debarment Proceedings letter from ISD to Key. |

TAB 1

000009



Tom Tindall
Director

COUNTY OF LOS ANGELES
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

To enrich lives through effective and caring service.



Telephone: (323) 267-2615
FAX: (323) 415-8664

March 3, 2009

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

Dear Supervisors:

**REQUEST FOR APPROVAL AND AWARD OF
THE FACILITY ANCILLARY SERVICES MASTER AGREEMENT
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

This action is to approve the Facility Ancillary Services Master Agreement with qualified vendors to provide services to ISD and County departments.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director, Internal Services Department (ISD), or his designee, to execute Facility Ancillary Services Master Agreements (FASMA), with the 31 companies listed on Attachment 1, effective April 1, 2009, for an initial term of three (3) years, with three (3) two-year extensions exercised by the Director, ISD, or his designee.
2. Authorize the Director, ISD, or his designee, to execute agreements with new vendors as they become qualified under FASMA throughout the term of the Master Agreement and execute applicable amendments when the original contracting entity has merged, been purchased or has otherwise changed.
3. Authorize the Director, ISD or his designee, to add services categories as the services become necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended Master Agreement is to enable ISD to continue administering the FASMA program which provides a pool of qualified vendors to perform a variety of services at County facilities.

The range of services and minimum requirements for each category are identified in Attachment 2. The FASMA groups and categories include the following:

- Abatement and Remediation Group
- Consultants Group
- General Services Group
- Waste and Rubbish Group

The current FASMA expires on March 31, 2009, and there is a need to maintain the FASMA program to assist ISD and County departments to obtain these services. The majority of County departments use various services provided under FASMA.

Your Board's approval will enable ISD and County departments to continue to obtain facility ancillary services. In addition, performing continued services under FASMA, will provide multiple qualified vendors to cover all geographical areas of the County and will streamline the acquisition process.

Implementation of Strategic Plan Goals

The recommended action supports the Countywide Strategic Plan Goal Number 1, Service Excellence; Goal Number 3, Organizational Effectiveness; and Goal Number 4, Fiscal Responsibility by effectively managing County resources. Specifically, the recommended Master Agreement will enable County departments to order facility ancillary services in a cost effective manner.

FISCAL IMPACT/FINANCING

Expenditures under these agreements will vary from year to year based on the needs of ISD and County departments. For fiscal year 07/08, approximately \$9 million was spent by County departments for FASMA services. For the current fiscal year, approximately \$5 million has been spent by County departments for FASMA services.

Expenditures over the term of the agreements in any given year will remain within each department's budgeted appropriation for such services. Departments utilizing the services will ensure that contractors will not be asked to perform services which exceed the amounts, scope of work and dates specified in each individual purchase order.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The terms and conditions of the proposed Master Agreement have been approved as to form by County Counsel. The Master Agreement contains the Board's required contract provisions including those pertaining to consideration of qualified County employees targeted for layoff as well as qualified GAIN/GROW participants for employment openings, and compliance with the Jury Service Ordinance, Safely Surrendered Baby Law and the Child Support Program.

The FASMA services are of an extraordinary professional or technical nature and will be required on a part-time or intermittent basis. Therefore, the proposed Master Agreement is not a Proposition A agreement and not subject to the Living Wage Program (County Code Chapter 2.201). It has been determined that the services under these agreements do not impact Board Policy No. 5.030, "Low Cost Labor Resource Program", because of the specialized training needed to perform the work.

CONTRACTING PROCESS

On December 4, 2008, ISD released a Request for Statement of Qualifications (RFSQ) for Facility Ancillary Services and posted the solicitation and contracting opportunity announcements on the County's "Doing Business with Us" web site (Attachment 3). All current FASMA contractors were required to execute new Master Agreement in order to continue their eligibility to bid on new purchase order solicitations. Since the release of the RFSQ, 51 responses have been received and reviewed for compliance with the RFSQ. Thirty-one (31) vendors were determined to be qualified and are being recommended for the Master Agreement. Twenty (20) vendors submitted incomplete Statement of Qualifications and the Department is working with these vendors to remedy the omissions and determine if they could qualify for the Master Agreement at a later date. Community Business Enterprise Program information for each recommended vendor is identified in Attachment 4. Seven (7) vendors are certified as Local Small Business Enterprises (LSBE). Contractors were selected without regard to gender, race, creed, color or national origin for award of a Master Agreement.

New vendors may qualify for a Master Agreement at any time during the term of the contract by submitting a Statement of Qualifications (SOQ). These contractors will be subsequently added to the Master Agreement provided they meet the minimum requirements identified in the RFSQ. Thereafter, contractors will be solicited under competitive conditions to provide facility ancillary services under purchase orders executed by ISD.

The Honorable Board of Supervisors
March 3, 2009
Page 4 of 4

Approval of the Master Agreement does not guarantee a contractor any minimum amount of business. County departments only incur an obligation as individual purchase orders are issued. All eligible contractors can respond to a purchase order solicitation by submitting a bid in the applicable FASMA categories which the contractor has been pre-qualified. Purchase order awards will be made to the lowest priced qualified contractor unless other selection criteria have been set forth in the purchase order solicitation. Contractors certified as a Local Small Business Enterprise (LSBE) will receive the 5% LSBE preference on their purchase order bids.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of FASMA will ensure the County continues to receive various facility services more effectively while efficiently streamlining the acquisition process.

CONCLUSION

The Executive Office, Board of Supervisors, is requested to return one stamped copy of the approved Board letter to the Director, ISD.

Respectfully submitted,

Tom Tindall

Tom Tindall
Director

TT:JS:YY

Attachments

c: Chief Executive Officer
County Counsel

**FACILITY ANCILLARY SERVICES MASTER AGREEMENT
QUALIFIED VENDORS AND CATEGORIES**

| VENDORS | | ABATEMENT & REMEDIATION GROUP | CONSULTANT GROUP | GENERAL SERVICES GROUP | WASTE GROUP |
|-------------------|--|----------------------------------|------------------|---------------------------|-------------|
| 1 | A to Z Building Services | X | | | |
| 2 | American Relocation & Logistics, Inc. | | | X | |
| 3 | Arakelian Enterprises, Inc. D.B.A. Athens Services | | | | X |
| 4 | Asbestos Instant Response (AIR) | X | | | |
| 5 | Baytek Engineering | X | | | |
| 6 | Cal Vada Environmental Services | | X | | |
| 7 | Consolidated Disposal Service | | | | X |
| 8 | Crest Labor, Inc. | | | X | |
| 9 | Dedicated Logistx, Inc., D.B.A. Logistx, | | | X | |
| 10 | Dr. Maureen Sassoon | | X | | |
| 11 | DYJP Inc. | | | | X |
| 12 | Environmental Dynamics Inc. | | | | X |
| 13 | G & G Trucking, Inc. | | | X | |
| 14 | H2 Environmental Consulting Services, Inc. | | X | | |
| 15 | Industrial Waste Utilization, Inc. | | | | X |
| 16 | Key Disposal, Inc. | | | | X |
| 17 | King Relocation Services, D.B.A. King Van & Storage, Inc. | | | X | |
| 18 | Munters Corporation | X | | | |
| 19 | Paramount Pest Control of Los Angeles | | | X | |
| 20 | Patriot Environmental Services, Inc. | X | | | |
| 21 | RGA Environmental, Inc. | X | | | |
| 22 | Royer Engineering Services, Inc. | | X | | |
| 23 | Southland Disposal Company | | | | X |
| 24 | Sterling Van Lines, Inc. | | | X | |
| 25 | The Teecor Group, D.B.A., Universal Abatement Services, Inc. | X | | | |
| 26 | Torrez Trucking, Inc. | | | X | |
| 27 | United Pumping Services, Inc. | | | | X |
| 28 | Universal Waste System, Inc. | | | | X |
| 29 | USA Waste of CA (D.B.A. Waste Management) | | | | X |
| 30 | USA Waste of CA (D.B.A. GI Industries) | | | | X |
| 31 | Water Works Technology, Inc | | | | X |
| Total Contractors | | 7 | 4 | 8 | 12 |

**FACILITY ANCILLARY SERVICES MASTER AGREEMENT
QUALIFIED VENDORS AND CATEGORIES**

| | VENDORS | ABATEMENT & REMEDIATION GROUP | CONSULTANT GROUP | GENERAL SERVICES GROUP | WASTE GROUP |
|-------------------|--|----------------------------------|------------------|---------------------------|-------------|
| 1 | A to Z Building Services | X | | | |
| 2 | American Relocation & Logistics, Inc. | | | X | |
| 3 | Arakelian Enterprises, Inc. D.B.A. Athens Services | | | | X |
| 4 | Asbestos Instant Response (AIR) | X | | | |
| 5 | Baytek Engineering | X | | | |
| 6 | Cal Vada Environmental Services | | X | | |
| 7 | Consolidated Disposal Service | | | | X |
| 8 | Crest Labor, Inc. | | | X | |
| 9 | Dedicated Logistx, Inc., D.B.A. Logistx, | | | X | |
| 10 | Dr. Maureen Sassoon | | X | | |
| 11 | DYJP Inc. | | | | X |
| 12 | Environmental Dynamics Inc. | | | | X |
| 13 | G & G Trucking, Inc. | | | X | |
| 14 | H2 Environmental Consulting Services, Inc. | | X | | |
| 15 | Industrial Waste Utilization, Inc. | | | | X |
| 16 | Key Disposal, Inc. | | | | X |
| 17 | King Relocation Services, D.B.A, King Van & Storage, Inc. | | | X | |
| 18 | Munters Corporation | X | | | |
| 19 | Paramount Pest Control of Los Angeles | | | X | |
| 20 | Patriot Environmental Services, Inc. | X | | | |
| 21 | RGA Environmental, Inc. | X | | | |
| 22 | Royer Engineering Services, Inc. | | X | | |
| 23 | Southland Disposal Company | | | | X |
| 24 | Sterling Van Lines, Inc. | | | X | |
| 25 | The Teecor Group, D.B.A., Universal Abatement Services, Inc. | X | | | |
| 26 | Torrez Trucking, Inc. | | | X | |
| 27 | United Pumping Services, Inc. | | | | X |
| 28 | Universal Waste System, Inc. | | | | X |
| 29 | USA Waste of CA (D.B.A. Waste Management) | | | | X |
| 30 | USA Waste of CA (D.B.A. GI Industries) | | | | X |
| 31 | Water Works Technology, Inc | | | | X |
| Total Contractors | | 7 | 4 | 8 | 12 |

FACILITY ANCILLARY SERVICES MASTER AGREEMENT MINIMUM REQUIREMENTS

| GROUPS | SUBCATEGORY/DESCRIPTION | MINIMUM REQUIREMENTS (3 YEARS FOR ALL CATEGORIES) |
|---|--|--|
| I. ABATEMENT & REMEDIATION GROUP | A. Asbestos Abatement & Remediation | |
| | Abatement & Remediation services including, analysis, clean-up, removal and disposal of asbestos-containing materials | CA Contractor's license with "ASB" designation |
| | B. Lead Abatement & Remediation | |
| | Abatement & Remediation services including, analysis, clean-up, removal and disposal of lead-containing materials | Certification by the State Dept. of Health Services as Lead Supervisor/Lead Worker |
| | C. Mold Abatement & Remediation | |
| | Abatement & Remediation, drying, dehumidifying, or gamma radiation of mold affected sites and materials | Inspection, Cleaning and Restoration Certification (IICRC) |
| | D. Smoke/Water Damage | |
| | Remediation, clean-up, disposal and restoration of affected areas. | Inspection, Cleaning and Restoration Certification (IICRC) |
| II. CONSULTANTS GROUP | A. Asbestos Consultant | |
| | Conducts site audits and prepares audit reports | Certified by the State of California as Certified Asbestos Consultant; Accreditation as a Building Inspector, Contractor/Supervisor, Project Designer and Management Planner |
| | B. Environmental Consultant | |
| | Air sampling/monitoring. Conduct site surveillance. Prepare reports. | Certified by the State of California as Registered Environmental Assessor I or Registered Environmental Assessor II |
| | C. Lead Consultant | |
| | Conduct inspections for lead-laden components, perform risk assessments, write specifications, project design and monitoring | Certification by the State Dept. of Health Services as Lead Inspector/Assessor and Certified Lead Project Monitor |
| | D. Parking Consultant Services | |
| | Provide technical consulting services to County in the development, evaluation and/or acquisition of additional parking resources for its officers, employees, customers and its official business constituents working and conducting their business in the County of Los Angeles | N/A |
| | E. Site Surveillance Technician | |
| | Conducts site surveillance | Current accreditation as a Building Inspector, and Contractor/Supervisor |

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| GROUPS | SUBCATEGORY/DESCRIPTION | MINIMUM REQUIREMENTS (3 YEARS FOR ALL CATEGORIES) |
|-----------------------------|--|--|
| III. GENERAL SERVICES GROUP | A. Duct Cleaning Services | |
| | Contractor enters confined spaces to scrape/steam clean HVAC system | California State Warm-Air Heating, Ventilating and Air-Conditioning Contractor's License; NADCA Certification |
| | B. Moving Relocation and/or Storage Services | |
| | Move office/computer/furniture for various County Departments for relocation and or storage | Public Utilities Commission Permit to Operate As a Highway Carrier |
| | C. Pest Control and Termite Extermination | |
| | Extermination and control of creeping, crawling, flying pests, termites, rodents, possums, reptiles, birds, etc. | CA Dept. of Pesticide Regulation Issued Qualified Applicator license in good standing |
| IV. WASTE & RUBBISH GROUP | A. Electronic Waste-Collectors/Recyclers | |
| | Pick-up and proper disposal of various electronic products from various County locations | CA Integrated Waste Management Board Certification |
| | B. Hazardous/non-Hazardous Waste Removal & Disposal | |
| | Analysis, clean-up, packing, removal & transportation of hazardous materials, such as, medical waste, contaminated soils, flammables, carcinogens, toxins, and non-hazardous waste materials such as, grease/oil products. Clean waste water / sewage from storage tanks for removal and reuse | EPA ID number; Hazardous Material Certification of Registration; EPA Acknowledgment of Notification of Hazardous Waste Activity; CA Contractors License Board license with "HAZ" designation; Hazardous Material Transportation License; California DMV license with "X" designation; Medical Waste Transporter Verification & Conditions (if applicable); Medical Waste Transporter listed with California Department of Public Health (if applicable); Medical Waste Transporter Identification/Facility Utilization Application (if applicable); Wastewater Treatment Plant Operator's Certificate, Grade II or higher Issued by CA State Water Resources Control Board (if applicable); Wastewater Treatment Facility Operator's Certificate, Grade I or higher Issued by CA State Dept. of Health (if applicable) |
| | C. Rubbish Removal and Disposal Services | |
| | Pick up and disposal of standard waste products from various County locations | County of Los Angeles Department of Public Health Solid Waste Management Waste Collector Permit |

Bid Detail Information

Bid Number : 103999TM

Bid Title : Request for Statement of Qualifications Facility Ancillary Services

Bid Type : Service

Department : Internal Services Department

Commodity : INSULATION AND ASBESTOS INSTALLATION, MAINTENANCE, REPAIR AND
REMOVAL SERVICES (INCLUDES INSPECTION AND MONITORING)

Open Date : 12/4/2008

Closing Date : Continuous

Bid Amount : \$ 00,000

Bid Download : Available

Bid Description : The County of Los Angeles, Internal Services Department is seeking qualified companies to enter into Master Agreements with the County to provide facility ancillary services required by various County departments related to their facility programs. Vendors may seek to qualify in one of more of the following facility ancillary service categories: Abatement & Remediation, Consultants, General Services, Waste & Rubbish.

Contact Name : Tatiana Menendez

Contact Phone# : (323) 267-2615

Contact Email : tmendez@isd.lacounty.gov

Last Changed On : 12/4/2008 5:57:58 PM

[Back to Last Window](#)

COUNTY OF LOS ANGELES

FACILITY ANCILLARY SERVICES MASTER AGREEMENT QUALIFIED VENDORS

| FIRM INFORMATION | A to Z Building Services | American Relocation & Logistics, Inc. | Arakellam Enterprises, Inc. D.B.A. Athens Services | Asbestos Instant Response (AIR) | Baytek Engineering | Cal Vada Environmental Services | Consolidated Disposable Service |
|-----------------------------|--------------------------|---------------------------------------|--|---------------------------------|--------------------|---------------------------------|---------------------------------|
| | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership |
| Cultural/Ethnic Composition | | | | | | | |
| Black/African American | 0% | 0% | 0% | 0% | 100% | 0% | 0% |
| Hispanic/Latino | 0% | 33% | 0% | 50% | 0% | 50% | 0% |
| Asian or Pacific Islander | 100% | 0% | 0% | 0% | 0% | 0% | 0% |
| American Indian | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Filipino | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| White | 0% | 67% | 100% | 50% | 0% | 50% | 0% |
| Female (included above) | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Black/African American | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Hispanic/Latino | 2 | 6 | 83 | 6 | 0 | 1 | 10 |
| Asian or Pacific Islander | 3 | 0 | 7 | 0 | 0 | 0 | 0 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 2 | 5 | 30 | 1 | 0 | 3 | 6 |
| Female (included above) | 0 | 5 | 35 | 1 | 0 | 1 | 2 |
| Black/African American | 0 | 0 | 2 | 0 | 0 | 0 | 16 |
| Hispanic/Latino | 1 | 38 | 1155 | 11 | 0 | 4 | 296 |
| Asian or Pacific Islander | 0 | 0 | 1 | 1 | 0 | 0 | 4 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 0 | 23 | 19 | 0 | 0 | 6 | 6 |
| Female (included above) | 1 | 23 | 164 | 1 | 0 | 1 | 11 |
| TOTAL # OF EMPLOYEES | 8 | 72 | 1297 | 19 | 0 | 14 | 340 |
| BUSINESS STRUCTURE | Sole Proprietor. | Corporation | Corporation | Corporation | Sole Proprietor. | Corporation | Limited Liability |
| County Certification | | | | | | | |
| CBE | | | | | Yes | Yes | |
| LSBE* | | | | | | | |
| OTHER CERTIFYING AGENCY | | | | | | | |

COUNTY OF LOS ANGELES
FACILITY ANCILLARY SERVICES MASTER AGREEMENT QUALIFIED VENDORS

| FIRM INFORMATION | Crest Labor Inc. | Dedicated Logistix, Inc. D.B.A. Logistix | Dr. Maureen Sassoon | DYP, Inc. | Environmental Dynamics, Inc. | G & G Trucking, Inc. | H2 Environmental Consulting Services, Inc. |
|-----------------------------|------------------|---|----------------------------|--------------------|---------------------------------|----------------------|--|
| | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership |
| OWNERS/PARTNERS | | | | | | | |
| Cultural/Ethnic Composition | | | | | | | |
| Black/African American | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Hispanic/Latino | 33% | 0% | 0% | 100% | 50% | 50% | 50% |
| Asian or Pacific Islander | 0% | 0% | 50% | 0% | 0% | 0% | 0% |
| American Indian | 67% | 0% | 0% | 0% | 0% | 0% | 0% |
| Filipino | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| White | 0% | 100% | 50% | 0% | 50% | 50% | 50% |
| Female (Included above) | 0 | 1 | 1 | 1 | 0 | 0 | 1 |
| Black/African American | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic/Latino | 1 | 3 | 0 | 3 | 0 | 3 | 6 |
| Asian or Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 0 | 1 | 0 | 0 | 0 | 0 | 3 |
| Female (Included above) | 0 | 1 | 0 | 1 | 0 | 0 | 2 |
| Black/African American | 11 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hispanic/Latino | 9 | 40 | 0 | 1 | 4 | 32 | 0 |
| Asian or Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| American Indian | 6 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 0 | 2 | 0 | 0 | 0 | 0 | 0 |
| Female (Included above) | 1 | 2 | 0 | 0 | 2 | 2 | 0 |
| TOTAL # OF EMPLOYEES | 27 | 46 | 0 | 4 | 4 | 35 | 9 |
| BUSINESS STRUCTURE | 0 | Corporation | Sole Proprietorship | Corporation | Corporation | Corporation | Corporation |
| County Certification | | | | | | | |
| CBE | | | | | | | |
| LSBE* | | Yes | | Yes | | | |
| OTHER CERTIFYING AGENCY | | | | | | | |

COUNTY OF LOS ANGELES
FACILITY ANCILLARY SERVICES MASTER AGREEMENT QUALIFIED VENDORS

| FIRM INFORMATION | Industrial Waste Utilization, Inc. | Key Disposal, Inc. | King Relocation Services, D.B.A. King Van & Storage, Inc. | Munters Corporation | Paramount Pest Control Service of Los Angeles | Patriot Environmental Services, Inc. | RGA Environmental, Inc. |
|-----------------------------|------------------------------------|--------------------|---|---------------------|---|--------------------------------------|-------------------------|
| Cultural/Ethnic Composition | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership |
| OWNERS/PARTNERS | | | | | | | |
| Black/African American | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Hispanic/Latino | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Asian or Pacific Islander | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| American Indian | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Filipino | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| White | 100% | 0% | 0% | 0% | 100% | 100% | 100% |
| Female (Included above) | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| MANAGER | | | | | | | |
| Black/African American | 0 | 0 | 1 | 0 | 0 | 2 | 1 |
| Hispanic/Latino | 1 | 0 | 0 | 0 | 0 | 9 | 1 |
| Asian or Pacific Islander | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| White | 3 | 4 | 4 | 29 | 0 | 6 | 9 |
| Female (Included above) | 2 | 2 | 0 | 2 | 0 | 1 | 8 |
| STAFF | | | | | | | |
| Black/African American | 5 | 0 | 3 | 4 | 0 | 3 | 4 |
| Hispanic/Latino | 3 | 0 | 21 | 7 | 1 | 44 | 2 |
| Asian or Pacific Islander | 0 | 0 | 1 | 1 | 0 | 1 | 4 |
| American Indian | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Filipino | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| White | 8 | 36 | 21 | 82 | 3 | 20 | 39 |
| Female (Included above) | 3 | 2 | 16 | 10 | 0 | 4 | 19 |
| TOTAL # OF EMPLOYEES | 20 | 40 | 52 | 123 | 4 | 86 | 61 |
| BUSINESS STRUCTURE | Corporation | Corporation | Corporation | Corporation | Sole Proprietorship | Corporation | Corporation |
| County Certification | | | | | | | |
| CBE | | | | | | | |
| LSBE* | | | | | | | |
| OTHER CERTIFYING AGENCY | | | | | | | |

COUNTY OF LOS ANGELES
FACILITY ANCILLARY SERVICES MASTER AGREEMENT QUALIFIED VENDORS

| FIRM INFORMATION | Royer Engineering Services, Inc. | Southland Disposal Company | Sterling Van Lines, Inc. | The Teecor Group, Inc. D.B.A. Universal Abatement Services Inc. | Torrez Trucking, Inc. | United Pumping Service, Inc. | Universal Waste Systems, Inc. |
|------------------|----------------------------------|----------------------------|--------------------------|---|-----------------------|------------------------------|-------------------------------|
| | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership |
| OWNERS/PARTNERS | Cultural/Ethnic Composition | | | | | | |
| | Black/African American | 0% | 0% | 0% | 0% | 0% | 0% |
| | Hispanic/Latino | 0% | 0% | 0% | 100% | 100% | 0% |
| | Asian or Pacific Islander | 0% | 0% | 0% | 0% | 0% | 0% |
| | American Indian | 0% | 0% | 0% | 0% | 0% | 0% |
| | Filipino | 0% | 0% | 0% | 0% | 0% | 0% |
| | White | 100% | 100% | 100% | 0% | 0% | 100% |
| | Female (included above) | 0 | 0 | 0 | 0 | 1 | 0 |
| | Black/African American | 0 | 0 | 0 | 0 | 0 | 0 |
| | Hispanic/Latino | 0 | 0 | 2 | 0 | 1 | 6 |
| MANAGER | Asian or Pacific Islander | 1 | 0 | 0 | 0 | 0 | 0 |
| | American Indian | 0 | 0 | 0 | 0 | 0 | 0 |
| | Filipino | 0 | 0 | 0 | 0 | 0 | 0 |
| | White | 0 | 4 | 2 | 0 | 2 | 5 |
| | Female (included above) | 0 | 2 | 0 | 0 | 0 | 3 |
| | Black/African American | 0 | 0 | 0 | 0 | 3 | 0 |
| | Hispanic/Latino | 1 | 10 | 19 | 29 | 73 | 81 |
| | Asian or Pacific Islander | 0 | 0 | 0 | 0 | 1 | 0 |
| | American Indian | 0 | 0 | 0 | 0 | 0 | 0 |
| | Filipino | 0 | 0 | 0 | 0 | 2 | 0 |
| STAFF | White | 3 | 0 | 8 | 3 | 5 | 8 |
| | Female (included above) | 1 | 0 | 4 | 1 | 15 | 5 |
| | TOTAL # OF EMPLOYEES | 5 | 14 | 31 | 32 | 87 | 100 |
| | BUSINESS STRUCTURE | Corporation | Sole Proprietorship | Corporation | Corporation | Corporation | Corporation |
| | County Certification | | | | | | |
| | CBE | | | | | | |
| | LSBE* | Yes | Yes | | | | |
| | OTHER CERTIFYING AGENCY | | | | | | |


COUNTY OF LOS ANGELES
FACILITY ANCILLARY SERVICES MASTER AGREEMENT QUALIFIED VENDORS

| FIRM INFORMATION | USA Waste of California, Inc. D.B.A. Waste Management | | USA Waste of CA, D.B.A. GI Industries | | Water Works Technology, Inc. | |
|------------------|--|----------------|--|----------------|------------------------------|----------------|
| | Cultural/Ethnic Composition | % of Ownership | % of Ownership | % of Ownership | % of Ownership | % of Ownership |
| OWNERS/PARTNERS | Black/African American | 0% | 0% | 100% | | |
| | Hispanic/Latino | 0% | 0% | 0% | | |
| | Asian or Pacific Islander | 0% | 0% | 0% | | |
| | American Indian | 0% | 0% | 0% | | |
| | Filipino | 0% | 0% | 0% | | |
| | White | 0% | 0% | 0% | | |
| | Female (Included above) | 0 | 0 | 0 | | |
| | Black/African American | 10 | 0 | 0 | | |
| | Hispanic/Latino | 41 | 5 | 0 | | |
| | Asian or Pacific Islander | 6 | 1 | 0 | | |
| MANAGER | American Indian | 0 | 0 | 0 | | |
| | Filipino | 0 | 0 | 0 | | |
| | White | 48 | 5 | 1 | | |
| | Female (Included above) | 30 | 1 | 1 | | |
| | Black/African American | 77 | 3 | 1 | | |
| | Hispanic/Latino | 766 | 192 | 1 | | |
| | Asian or Pacific Islander | 23 | 4 | 0 | | |
| | American Indian | 4 | 1 | 0 | | |
| | Filipino | 0 | 0 | 0 | | |
| | White | 132 | 45 | 2 | | |
| STAFF | Female (Included above) | 215 | 32 | 0 | | |
| | TOTAL # OF EMPLOYEES | 1107 | 256 | 5 | | |
| | BUSINESS STRUCTURE | Corporation | Corporation | Corporation | | |
| | County Certification | | | | | |
| | CBE | | | | | |
| | LSBE* | | | | | |
| | OTHER CERTIFYING AGENCY | | | | | |

TAB 2

NOTE: Waste hauling services for the facilities listed below were deleted from the purchase order agreement in mid 2012 (these courts were transferred to the State).

| Line No. | Facility Name | Facility Address |
|-----------------|------------------------------|---|
| 1 | Alhambra Courthouse | 150 West Commonwealth Alhambra, CA 91801 |
| 2 | Glendale Courthouse | 600 East Broadway Glendale, CA 91206 |
| 3 | East Los Angeles Courthouse | 4848 E. Civic Center Way Los Angeles, CA 90022 |
| 6 | Edelman Children's Court | 201 Centre Plaza Dr. Monterey Park, CA 91754 |
| 7 | Edelman Children's Court | 201 Centre Plaza Dr. Monterey Park, CA 91754 |
| 8 | Pasadena Superior Courthouse | 300 East Walnut Ave. Pasadena, CA 91101 |
| 9 | Mental Health Courthouse | 1150 N. San Fernando Rd. Los Angeles, CA 90065 |

| TERM CONTRACT AWARD | |  | CONTRACT NO: MA-IS-1240205-5 | | VERSION DATE |
|---|--|---|---------------------------------|------------|---------------|
| INTERNAL SERVICES DEPARTMENT | | | PROCUREMENT FOLDER: 367122 | | |
| <div style="border: 1px solid black; padding: 5px;"> KEY DISPOSAL INC. PO BOX 459 1141 S. TAYLOR AVENUE MONTEBELLO CA 90640-0459 </div> | | BUYER: Carole A. Lozano PHONE: 323-267-2319 EMAIL: clozano@isd.lacounty.gov | | | |
| | | VENDOR NO: 515816 CONTACT: SHELLINE KATANGIAN PHONE: 323-721-5441 | | | |
| | | FISCAL YEAR: EFFECTIVE DATE: 02/21/12 EXPIRATION 03/31/14 | | | |
| RUBBISH REMOVAL SERVICES | | | | | |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 1 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-4CY BIN - SERVICED 5 X WK (M-F) - AT THE FOLLOWING LOCATION: ALHAMBRA COURTHOUSE 150 WEST COMMONWEALTH ALHAMBRA, 91801 | 0.000 | MO | ITEM | \$ 173.200000 |
| 2 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: GLENDALE COURTHOUSE 600 EAST BROADWAY GLENDALE, 91206 | 0.000 | MO | ITEM | \$ 155.880000 |
| 3 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: | 0.000 | MO | ITEM | \$ 259.800000 |
| <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div>COUNTY OF LOS ANGELES</div> <div>VENDOR SIGNATURE/DATE</div> </div> | | | | | |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|---|------------------------------|------|------------|--------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 2 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 4 | <p>EAST LOS ANGELES COURTHOUSE 4848 EAST CIVIC CENTER WAY 214 S. FETTERLY AVE EAST LOS ANGELES, 90022</p> <p>COMMODITY CODE: 910-27-00-002608</p> <p>RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION:</p> <p>COMFORT STATION/PARK FACILITY 5301 E. 3RD ST. EAST LOS ANGELES, 90020</p> | 0.000 | MO | ITEM | \$ 77.940000 |
| 6 | <p>COMMODITY CODE: 910-27-00-002608</p> <p>RUBBISH REMOVAL SERVICES FOR 1-40YD COMPACTOR - (VENDOR TO PROVIDE) SERVICED 1 X WK AT THE FOLLOWING LOCATION:</p> <p>EDELMAN CHILDREN'S COURT 201 CENTRE PLAZA DR. MONTEREY PARK, 91754</p> | 0.000 | TRIP | ITEM | \$ 40.000000 |
| 7 | <p>COMMODITY CODE: 910-27-00-002608</p> <p>RUBBISH REMOVAL SERVICES FOR 1-40YD COMPACTOR - (VENDOR TO PROVIDE) SERVICED 1 X WK AT THE FOLLOWING LOCATION:</p> <p>EDELMAN CHILDREN'S COURT 201 CENTRE PLAZA DR. MONTEREY PARK, 91754</p> | 0.000 | TON | ITEM | \$ 58.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|--|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 3 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 8 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: PASADENA SUPERIOR COURTHOUSE 300 EAST WALNUT AVENUE 200 N. GARFIELD PASADENA, 91101 | 0.000 | MO | ITEM | \$ 259.800000 |
| 9 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-4CY BIN W/LOCK- SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: MENTAL HEALTH COURTHOUSE 1150 NORTH SAN FERNANDO ROAD LOS ANGELES, 90065 | 0.000 | MO | ITEM | \$ 114.310000 |
| 10 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 2 X WK (TU/F) AT THE FOLLOWING LOCATION: COMMUNITY & SENIOR SERVICES 730 E. ALTADENA DR. ALTADENA, 91001 | 0.000 | MO | ITEM | \$ 51.960000 |
| 11 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: COMMUNITY & SENIOR SERVICES DC&SS CENTRO MARAVILLA SERVICES CENTER 4716 CESAR CHAVEZ LOS ANGELES, 90022 | 0.000 | MO | ITEM | \$ 142.890000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|---|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 4 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 12 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BIN - SERVICED 2 X WK (TU/TH) AT THE FOLLOWING LOCATION: COMMUNITY & SENIOR SERVICES ALTADENA SENIOR CENTER 560 MARIPOSA ALTADENA, 91001 | 0.000 | MO | ITEM | \$ 103.920000 |
| 13 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: ELA COMMUNITY & SENIOR SERVICES 133 NO. SUNOL DR. LOS ANGELES, 90063 | 0.000 | MO | ITEM | \$ 285.780000 |
| 14 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: DPSS-LINCOLN HEIGHTS 4077 MISSION RD. LOS ANGELES, 90032 | 0.000 | MO | ITEM | \$ 171.460000 |
| 15 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 2 X WK (TU/TH) AT THE FOLLOWING LOCATION: DPSS-ELA GROW EMPLOYMENT SERVICE CENTER 2200 HUMBOLT LOS ANGELES, 90031 | 0.000 | MO | ITEM | \$ 114.300000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|--|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 5 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 16 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: DPSS-PASADENA 955 NO. LAKE ST. PASADENA, 91104 | 0.000 | MO | ITEM | \$ 129.900000 |
| 17 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (W) AT THE FOLLOWING LOCATION: MENTAL HEALTH 5321 VIA MARISOL LOS ANGELES, 90042 | 0.000 | MO | ITEM | \$ 28.570000 |
| 18 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BIN - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: ELA COUNTY HALL-BOS DIST 1 OFFICE 4801 E. THIRD ST. EAST LOS ANGELES, 90022 | 0.000 | MO | ITEM | \$ 155.880000 |
| 19 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BIN - SERVICED 5 X WK (M/F) AT THE FOLLOWING LOCATION: SUPERIOR COURT-ARRAIGNMENT COURT 429 BAUCHET ST. LOS ANGELES, 90012 | 0.000 | MO | ITEM | \$ 285.780000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|--|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 6 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 20 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 5 X WK (M/F) AT THE FOLLOWING LOCATION: DPSS-LA CIVIC CENTER 813 4TH PLACE LOS ANGELES, 90013 | 0.000 | MO | ITEM | \$ 142.890000 |
| 21 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TU) AT THE FOLLOWING LOCATION: SHERIFF/MENTAL HEALTH 1925 DALY STREET LOS ANGELES, 90031 | 0.000 | MO | ITEM | \$ 28.570000 |
| 22 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN W/LOCK - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: DHS-NORTHEAST WELLNESS CENTER 5564 NORTH FIGUEROA LOS ANGELES, 90042 | 0.000 | MO | ITEM | \$ 28.570000 |
| 23 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: ISD/CUSTODIAL 8051 ARROYO MONTEBELLO, CA | 0.000 | MO | ITEM | \$ 45.200000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|---|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 7 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 24 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (F) AT THE FOLLOWING LOCATION: PW-SAN GABRIEL VALLEY DIST OFF 125 S. BALDWIN AVE ARCADIA, CA 91006 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 25 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 4 X WK (M-TH) AT THE FOLLOWING LOCATION: MENTAL HEALTH-RIO HONDO CLINIC 17707 STUDEBAKER RD. CERRITOS, CA 90703 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 95.000000 |
| 26 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN SERVICED 1 X WK (W) AT THE FOLLOWING LOCATION: DC&SS-E HS-RLA - DOMINGUEZ S.C. 4513 E. COMPTON BLVD COMPTON, CA 90021 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 27 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: DPSS CUDAHY 8130 S. ATLANTIC AVE CUDAHY, CA 90201 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 110.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|------------------------------|---|---------------------|-----|------------|--------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 8 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 28 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: PW-CO ENG-BLDG & SAFETY-REGIONAL 16005 E. CENTRAL AVE LA PUENTE, CA 91744 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 29 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 4 X WK (M-TH) AT THE FOLLOWING LOCATION: ANIMAL CONTROL - LONG BEACH 5898 CHERRY AVE LONG BEACH, CA 90805 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 95.000000 |
| 30 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 2 X WK(TU-F) AT THE FOLLOWING LOCATION: MENTAL HEALTH - LONG BEACH 1975 LONG BEACH BLVD LONG BEACH, CA 90806 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 55.000000 |
| 31 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: DS&SS WILLOWBROOK CENTER 12915 JARVIS AVE LOS ANGELES, CA 90061 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 80.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|------------------------------|---|---------------------|-----|------------|---------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 9 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 32 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 2 X WK (TU/TH) AT THE FOLLOWING LOCATION: KENYON JUVENILE JUSTICE CENTER 7625 S. CENTRAL AVE LOS ANGELES, CA 90001 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 55.000000 |
| 33 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS W/LOCKING LIDS - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION DPSS-SOUTH CENTRAL AP DIST OFFICE 10728 S. CENTRAL AVE LOS ANGELES, CA 90059 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 150.000000 |
| 34 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS W/LOCKING LIDS - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: DPSS-FLORENCE AP DISTRICT OFFICE 1740 E. GAGE AVE. LOS ANGELES, CA 90001 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 150.000000 |
| 35 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 4 X WK (M-TH) AT THE FOLLOWING LOCATION: DC&SS-BOS-REC - FIRESTONE SRVC CNTR 7807 S. COMPTON AVE LOS ANGELES, CA 90001 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 95.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|-------------|---|------------------------------|-----|------------|---------------|
| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 10 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 36 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TU) AT THE FOLLOWING LOCATION: WATERWORKS & SEWER MAINT. CENTRAL 12015 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670 EFFECTIVE 1/22/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 37 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: AGRICULTURAL COMMISSIONER ADMIN HQ 11012 GARFIELD AVE "A" SOUTH GATE, CA 90280 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 75.000000 |
| 38 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: DCS&S-LOS NIETOS SERVICE CENTER 11640 E. SLAUSON AVE WHITTIER, CA 90606 EFFECTIVE: 1/22/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 39 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN W/LOCKING LID - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: DPSS-BELVEDERE AP DIST OFFICE 5445 E. WHITTIER BLVD EAST LOS ANGELES, CA 90022 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 110.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|------------------------------|--|---------------------|-----|------------|---------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 11 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 40 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 1 X WK (W) AT THE FOLLOWING LOCATION: DPSS-SOUTHWEST FAMILY AP OFFICE 923 E. REDONDO BLVD INGLEWOOD, CA 90302 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 80.000000 |
| 41 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 2 X WK (TU/TH) AT THE FOLLOWING LOCATION: CSS HQ - LE SAGE COMPLEX 3175 W. 6TH ST LOS ANGELES, CA 90020 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 110.000000 |
| 42 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 3-3CY BINS W/LOCKING LIDS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: MENTAL HEALTH HQ - LE SAGE COMPLEX 550 S. VERMONT AVE LOS ANGELES, CA 90020 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 330.000000 |
| 43 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: EASTLAKE JUVENILE COURT 1601 EASTLAKE AVE. LOS ANGELES, CA 90033 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 330.000000 |

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1240205-5

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| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
|----------|--|----------|-----|------------|---------------|
| 44 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: DPSS-METRO EAST AP DIST OFFICE 2855 E. OLYMPIC BLVD LOS ANGELES, CA 90023 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 150.000000 |
| 45 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 4-3CY BINS - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: PROBATION - PW BUILDING & SAFETY 1320/1330 W. IMPERIAL HIGHWAY LOS ANGELES, CA 90044 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 160.000000 |
| 46 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY PLASTIC BINS - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: DPSS-METRO NORTH AP/CALWORKS 2601 WILSHIRE BLVD LOS ANGELES, CA 90010 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 150.000000 |
| 47 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 3 X WK (M/W/F) AT THE FOLLOWING LOCATION: DPSS-POMONA AP OFFICE 2040 W. HOLT AVE POMONA, CA 91768 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 75.000000 |

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|------------------------------|--|---------------------|-----|------------|---------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 13 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 48 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TU) AT THE FOLLOWING LOCATION: DPSS-POMONA GR SKILLS CENTER 416 N. GAREY AVE POMONA, CA 91767 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 49 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: DC&SS 1441 SANTA ANITA AVE SOUTH EL MONTE, CA 91733 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 40.000000 |
| 50 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 2 X WK (TU/TH) AT THE FOLLOWING LOCATION: WEST COVINA COURT 1427 WEST COVINA PARKWAY WEST COVINA, CA 91790 EFFECTIVE: 1/28/13 | 0.000 | MO | ITEM | \$ 110.000000 |
| 51 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 2 X WK (TU/F) AT THE FOLLOWING LOCATION: ASSESSOR - LOMITA ADMIN CENTER 24320 NARBONNE AVE LOMITA, CA 90717 EFFECTIVE 2/11/13 | 0.000 | MO | ITEM | \$ 110.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
|------------------------------|--|---------------------|-----|------------|---------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 14 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 52 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: DPSS - ADAMS & GRAND COMPLEX 2707 S. GRAND AVE LOS ANGELES, CA 90007 EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 220.000000 |
| 53 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICES 2 X WK (TU/F) AT THE FOLLOWING LOCATION: MH-ED EDELMAN WESTSIDE CENTER 11080 W. OLYMPIC BLVD LOS ANGELES, CA 90064 EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 55.000000 |
| 54 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 1 X WK (TH) AT THE FOLLOWING LOCATION: SHERIFF'S DEPARTMENT 12910 ATHENS WAY LOS ANGELES EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 80.000000 |
| 55 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 4-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: DPSS-PUBLIC HEALTH - ADAMS & GRAND BLDG 2615 S. GRAND AVE LOS ANGELES, CA 90007 EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 440.000000 |

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|------------------------------|---|---------------------|-----|------------|---------------|
| CONTRACT NO: MA-IS-1240205-5 | | | | | PAGE 15 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 56 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 2-3CY BINS - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: COURTS-MALIBU 23519-25 W. CIVIC CENTER MALIBU, CA 90265 EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 220.000000 |
| 57 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 2 X WK (M/TH) AT THE FOLLOWING LOCATION: DC&SS - SAN PEDRO SERVICE CENTER 769 W. 3RD ST. SAN PEDRO, CA 90731 EFFECTIVE: 2/11/13 | 0.000 | MO | ITEM | \$ 55.000000 |
| 58 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 5 X WK (M-F) AT THE FOLLOWING LOCATION: BOARD OF SUPV/REG. RECORDER 14340 E. SYLVAN AVE VAN NUYS, CA 91401 EFFECTIVE: 2/19/13 | 0.000 | MO | ITEM | \$ 110.000000 |
| 59 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN - SERVICED 1 X WK (TU) AT THE FOLLOWING LOCATION: COMMUNITY & SENIOR CITIZEN 7555 VAN NUYS BLVD VAN NUYS, CA 91405 EFFECTIVE: 2/19/13 | 0.000 | MO | ITEM | \$ 40.000000 |

| PRICE SHEET | | TERM CONTRACT AWARD | | | |
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| | | CONTRACT NO: MA-IS-1240205-5 | | | |
| | | | | | PAGE 16 |
| LINE NO. | COMMODITY/SERVICE DESCRIPTION | QUANTITY | UOM | PRICE TYPE | VALUE |
| 60 | COMMODITY CODE: 910-27-00-002608 RUBBISH REMOVAL SERVICES FOR 1-3CY BIN W/TOP LOCK - SERVICED EVERY OTHER THURSDAY AT THE FOLLOWING LOCATION: PROBATION DEPARTMENT 10612 SHOEMAKER AVE SANTA FE SPRINGS, CA 90670 EFFECTIVE: 3-15-13 | 0.000 | MO | ITEM | \$ 30.000000 |

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|---|---|------------|
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| <p>AMENDMENT - 01</p> <p>TO ADD LOCATIONS ON THE FOLLOWING LINE ITEMS AWARDED FROM RFQ-IS-13260291 AS FOLLOWS:</p> <p>ALL ITEMS ON THIS AGREEMENT ARE TO BE INVOICED TO: ISD 1100 N. EASTERN AVE-RM 210 LOS ANGELES, CA 90063</p> <p>LINES 24 THRU 38 - EFFECTIVE 1/22/13 LINES 39 THRU 50 - EFFECTIVE 1/28/13 LINES 58 THRU 59 - EFFECTIVE 2/19/13</p> <p>THIS AGREEMENT IS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF YOUR FASMA MASTER AGREEMENT #1104017</p> <p>CANCELLATION: THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT FORMULATED FROM THE RFQ UPON 30 DAYS WRITTEN NOTICE. VENDOR MAY CANCEL AGREEMENT AFTER INITIAL YEAR OF THE AGREEMENT PERIOD, UPON 90 DAYS WRITTEN NOTICE. THE COUNTY MAY CONTINUE TO PLACE ORDERS AGAINST THE AGREEMENT UNTIL THE EFFECTIVE DATE OF SUCH CANCELLATION.</p> <p>AGREEMENT IS FOR OUR REQUIREMENTS AS LISTED HEREIN, FURNISHED AS NEEDED THROUGH MARCH 31, 2014. RENEWABLE FOR ADDITIONAL 12-MONTH PERIODS BY MUTUAL CONSENT. PRICES TO BECOME EFFECTIVE AS OF 2-21-2012.</p> <p>PRICE GUARANTEE:</p> <p>VENDOR AGREES, FOR THE PERIOD OF THIS AGREEMENT, THAT PRICES ARE MAXIMUM.</p> <p>THE COUNTY OF LOS ANGELES RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IF DELIVERY OR SERVICES PROVE UNSATISFACTORY (DEFAULT) AND MAY PROCURE THE ARTICLES OR SERVICES FROM OTHER SOURCES AND MAY DEDUCT FROM UNPAID BALANCE DUE THE VENDOR AND/OR MAY COLLECT AGAINST THE BOND OR SURETY FOR EXCESS COSTS SO PAID. THE PRICES PAID BY THE COUNTY OF LOS ANGELES SHALL BE CONSIDERED THE PREVAILING MARKET PRICE AT THE TIME SUCH PURCHASE IS MADE. THE COUNTY OF LOS ANGELES SHALL BE SOLE JUDGE AS TO SATISFACTORY PERFORMANCE.</p> | | |

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| SPECIAL TERMS & CONDITIONS | TERM CONTRACT AWARD |
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SPECIAL VENDOR INSTRUCTIONS/REQUIREMENTS:

ALL REQUESTS FOR SERVICE/EQUIPMENT CHANGES MUST BE PROCESSED BY ISD PURCHASING. COUNTY DEPARTMENTS AND/OR VENDORS ARE NOT AUTHORIZED TO MAKE CHANGES AND/OR ADDITIONS/DELETIONS TO SERVICE/EQUIPMENT REQUIREMENTS WITHOUT ISD PURCHASING WRITTEN APPROVAL. COUNTY WILL NOT BE LIABLE FOR CHARGES FOR SERVICES/EQUIPMENT CHANGES MADE WITHOUT ISD PURCHASING WRITTEN APPROVAL.

VENDORS WILL BE PROVIDED A DEPARTMENTAL PROCUREMENT LISTING WITH A CONTACT NAME AND TELEPHONE NUMBER. PURCHASE ORDER NUMBERS FOR ALL LOCATIONS WITHIN THAT DEPARTMENT CAN BE OBTAINED FROM THAT DEPARTMENT CONTACT.

VENDOR SHALL NOT STOP SERVICE AT ANY TIME TO ANY COUNTY LOCATION. VENDOR MUST CONTACT THE DEPARTMENTAL PROCUREMENT CONTACT FOR FOLLOW-UP ON PAST DUE INVOICES.

VENDOR AGREES TO LANDFILL WASTE REDUCTION PROGRAM AS DESCRIBED IN EXHIBITS B & C.

VENDOR'S EQUIPMENT-BINS & TRUCKS:

VENDOR'S TRUCKS MUST BE CLEARLY MARKED WITH VENDOR NAME AND MUST BE IN GOOD WORKING CONDITIONS (NO OIL LEAKS, ETC) AND WILL BE RESPONSIBLE FOR ANY CLEAN-UP REPAIR TO COUNTY PROPERTY. THE EXTERIOR OF THE TRUCK MUST BE PRESENTABLE (FREE FROM GRAFFITI, ETC)

BINS MUST BE IN GOOD WORKING CONDITION WHEELS, LIDS, ETC. BINS MUST BE PAINTED AND FREE OF GRAFFITI.

BIN EXCHANGES: VENDORS ARE REQUIRED, AT COUNTY DEPARTMENT REQUEST, TO EXCHANGE BINS UP TO FOUR (4) BINS PER YEAR PER LOCATION DUE TO GRAFFITI, ACCIDENT, ETC. COUNTY RESERVES THE RIGHT TO INSPECT AND REFUSE ALL BINS AT TIME OF DELIVERY.

NO CHARGE FOR BIN EXCHANGE AFTER THE (4) BINS PER YEAR PER LOCATION.

BIN KEYS/LOCKS WILL BE PROVIDED BY VENDOR AT NO CHARGE TO THE COUNTY AS REQUESTED.

PRICES ARE FIRM FOR THE ENTIRE TERM OF THE AGREEMENT.

ON THE FIRST DAY OF THE NEW AGREEMENT, NEW AWARDED VENDOR MUST DELIVER THEIR BINS.

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| STANDARD TERMS & CONDITIONS | TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240205-5 | |
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| <p>The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.</p> | | |
| <p>PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.</p> | | |
| <p>ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.</p> | | |
| <p>Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.</p> | | |
| <p>County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.</p> | | |
| <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> | | |
| <p>1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.</p> | | |
| <p>2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.</p> | | |
| <p>3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.</p> | | |
| <p>4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.</p> | | |

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| STANDARD TERMS & CONDITIONS | TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240205-5 | |
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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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| STANDARD TERMS & CONDITIONS | TERM CONTRACT AWARD CONTRACT NO: MA-IS-1240205-5 |
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2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

TAB 3

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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION

BOARD REPORT NO. 2

March 13, 2013

CD: ALL

REQUEST FOR THE REVOCATION OF KEY, INC.'S SOLID WASTE HAULING PERMIT (NUMBER 09-076) FOR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF ITS PERMIT AND WITH THE REQUIREMENTS OF LAMC 66.32, ET SEQ

RECOMMENDATION

1. Revoke Key, Inc.'s Solid Waste Hauling Permit, Number 09-076, for failure to remit AB 939 Compliance Fees and late fees due and owing for the quarters ending December 2011, January 2012, and June 2012; late fees due and owing for the quarter ending September 2011; and audit findings due and owing as of February 12, 2012, as well as audit fees resulting from a Settlement Agreement entered into by Key, Inc., with the City of Los Angeles on June 24, 2011.
2. Allow Key, Inc. to continue to operate within the City for 30 days post-revocation as a transition period during which they must notify their City of Los Angeles customers that they will no longer be able to provide them with waste hauling services and issue their customers the City's list of permitted haulers in order for their customers to select alternate service providers.
3. Direct the Bureau to notify permitted waste haulers that Key, Inc.'s permit is suspended, in order to provide those waste haulers with the opportunity to serve Key, Inc.'s former City customers.
4. Direct the Bureau to refer this matter to the Office of the City Attorney for misdemeanor case filing should Bureau staff discover that Key, Inc. collects, removes, or transports solid waste within the city after their permit revocation.

TRANSMITTALS

1. November 22, 2010 Correspondence from Bureau of Sanitation to Key, Inc. – Performance Audit Report for Key, Inc., Covering the Period of January 1, 2006 to December 31, 2007.
2. February 1, 2011 Correspondence from Bureau of Sanitation to Key, Inc. – Notice of Permit Suspension from Bureau of Sanitation.
3. April 18, 2011 Board Report Requesting Suspension of Key, Inc.'s Waste Hauler Permit, due to their non-cooperation with the audit process.
4. May 26, 2011 correspondence from Bureau of Sanitation to Key, Inc. – Notice to Pay Outstanding AB 939 Compliance Fees and to Submit Documents Required To Perform an Audit of Calendar Years 2008 to 2010.
5. June 24, 2011 "Settlement Agreement and Stipulated Judgment Between the City of Los Angeles and Key, Inc."
6. January 11, 2012 Transmittal Letter from Bureau of Sanitation – Performance Audit Report for Key Inc., Covering the Period of January 2008 to December 31, 2010.
7. June 14, 2012 Correspondence from Bureau of Sanitation to Key, Inc., – Non-Renewal of Key, Inc.'s Solid Waste Hauler Permit.
8. June 27, 2012 Correspondence from Law Offices of Thomas A. Nitti, for Key, Inc. – Appeal of Non-Renewal of Key, Inc.'s Solid Waste Hauler Permit.
9. July 13, 2012 Correspondence from Bureau of Sanitation to Key, Inc. – Notice of Permit Revocation.
10. August 13, 2012 Correspondence from Key, Inc. to Board of Public Works – Appeal of Notice of Permit Revocation.
11. September 15, 2011 Default Notice to Key, Inc.
12. November 23, 2011 Correspondence from Bureau of Sanitation to Key, Inc. – Non-Receipt of AB 939 Compliance Fee for the 2011 Second Quarter (April-June) and Third Quarter (July-September)
13. February 22, 2012 Correspondence from Bureau of Sanitation to Key, Inc. – NSF and Non-Receipt of AB 939 Compliance Fee for the 2011 Fourth Quarter (October-December).

BACKGROUND

Section 66.32 of the LAMC requires all waste haulers collecting waste from within the City to obtain a waste hauler permit and pay AB 939 Compliance Fees of ten percent of gross receipts, with an exemption for permitted, private waste haulers whose annual tonnage is no more than 1,000 tons per year, or whose receipts are generated from source separated materials. Section 66.32.4(e) of the LAMC allows the City the right to inspect the record of a permitted waste hauler to determine compliance with the AB 939 Compliance Fee program, and failing to comply with the City's audit to determine compliance is a violation of the "Permit Terms and Conditions" and subject to permit suspension in accordance with 66.32.3(c) of the LAMC.

In April 2011, due to non-compliance with the terms of their waste hauling permit, the Bureau initiated actions to suspend Key's (Key) waste hauling permit. Following is a list of the previous administrative actions taken to date:

- November 11, 2010: The Bureau issued a *Performance Audit Report* for the period January 1, 2006 to December 31, 2007, in which the Bureau documented Key's lack of cooperation with the audit process and advised them of a forthcoming notice of suspension (Transmittal 1);
- February 1, 2011: The Bureau issued a permit suspension letter to Key for failure to comply with a permit compliance audit (Transmittal 2);
- April 18, 2011: The Board of Public Works approved Bureau of Sanitation's request to suspend Key's Waste Hauler Permit, due to the hauler's non-compliance with the audit process in a second audit being conducted by the Bureau, covering the period January 1, 2008 through December 31, 2010 (Transmittal 3);
- April 27, 2011: The Board of Public Works reversed the April 18, 2012 permit suspension due to administrative issues and to give the parties an opportunity to negotiate a settlement;
- May 26, 2011: The Bureau issued a "Notice to Pay Outstanding AB 939 Compliance Fees and to Submit Documents Required To Perform an Audit of Calendar Years 2008 to 2010" to Key, documenting that an audit of the period January 1, 2006 through December 31, 2007 indicated Key had underreported their gross receipts from the collection of solid waste within the City of Los Angeles and owed the City a total of \$236,616.45 in AB939 Compliance Fees and late fees. It also documented that Key was required to submit required documents for a second audit, of the period January 1, 2008 to December 31, 2010 (Transmittal 4);

- June 24, 2011: The two parties finalized a *Settlement Agreement and Stipulated Judgment* (hereinafter "Agreement") (Transmittal 5) wherein Key agreed to pay the outstanding audit fees totaling \$236,616.45 for the audit covering the period January 1, 2006 through December 31, 2007 in monthly installments of \$10,000 each until the total amount owed from the audit was paid in full. The City agreed to renew Key's Waste Hauler Permit.
- January 11, 2012 the Bureau issued a second audit report covering the period of January 2008 to December 2010 that indicated Key had underreported their gross receipts from the collection of solid waste within the City of Los Angeles and owed the City an additional \$441,175.51 in AB939 Compliance Fees and late fees for the period audited (Transmittal 6).

Key continues to be non-compliant with the terms of their solid waste hauling permit. Bureau staff has attempted to work with Key in resolving the non-compliance issue while allowing Key the opportunity to continue operating. The Bureau made numerous attempts to collect unpaid fees. Key has remitted partial payments; however they have failed to become current.

On June 14, 2012, the Bureau notified Key (Transmittal 7) that the renewal of their permit was in jeopardy for their failure to pay fees and properly complete permit renewal forms. In response, Key verbally requested a payment plan to address the second audit finding over a seven-year period. Given Key's recent history of non-payments, the Bureau did not approve the payment plan request. When that payment option was rejected by the Bureau, Key sent a written response (Transmittal 8) in which they requested an appeal to the non-renewal based on existing case law regarding permit revocations. After consulting with City Attorney, Bureau staff issued a "Notice of Revocation" on July 13, 2012 (Transmittal 9), in which they gave Key 30 days' notice of the impending revocation of their permit and an opportunity to file an appeal. On August 14, 2012, Key filed their appeal (Transmittal 10).

DISCUSSION

The Bureau is recommending that Key's solid waste hauler permit not be renewed due to their failure to complete the solid waste hauler permit renewal application, failure to pay the monthly stipulated payments resulting from the first audit as set forth in the Agreement, failure to pay fees identified in the second audit, and failure to pay quarterly AB939 fees for 3rd Quarter 2011 (partial payment made), 4th Quarter 2011, 1st Quarter 2012, and 2nd Quarter 2012. The Bureau estimates that Key owes over \$668,000 in unpaid fees. Following is a detailed discussion of each area of non-compliance and a table expressing the total balances currently past due for each area.

Incomplete Application Renewal Documentation: Every year haulers are required to submit an application renewal package, which includes an application form, an annual tonnage report, and new in 2012 an "AB 341 Report." Each hauler must also possess a currently-active Business Tax Registration Code (BTRC). The permit renewal package was due to the Bureau on May 15, 2012. Staff mailed multiple notices to Key regarding the necessity of submitting a completed permit package. Key submitted an incomplete permit package on June 27, 2012. Key's initial permit package was missing the new AB341 report. On July 13, 2012, the Bureau mailed a notice to Key detailing the missing information. After receiving the July 13, 2012 Notice of Revocation from the Bureau, Key submitted the missing AB 341 report. However, when Bureau staff checked Key's BTRC, they found a note that instructed them to contact the Office of Finance. A phone call to Office of Finance revealed that although Key had renewed their BTRC, they owe the City audit findings for business taxes for 2008-2010. Office of Finance indicated that Key had paid their business taxes for 2011. The BTRC taxes are separate and distinct from Key's financial commitments to Sanitation. Key's BTRC remains inactive; therefore, even absent the issues delineated in this report, Bureau of Sanitation would be unable to renew Key's Waste Hauler Permit.

Agreement: As noted in "Previous Administrative Actions" section above, the Agreement entered into by the City with Key was the result of an audit conducted by the Bureau's Audit Team for the period January 1, 2006 through December 31, 2007, which resulted in findings that Key underreported their gross receipts from the collection of solid waste within the City of Los Angeles during the period covered by the audit. The Agreement entered into by the parties on June 24, 2011 established a monthly payment plan to address the audit findings. In September, 2011, the City sent Key a Default Notice (Transmittal 11) pursuant to the terms of the Agreement, when Key's payments for July and August 2011 were returned for insufficient funds. Key remitted the payments after receiving the notice.

Key violated the terms of the Agreement when they failed to remit the June 2012 installment by the stipulated deadline of June 15, 2012. The Bureau did not receive that payment until August 24, 2012, more than 60 days beyond the date allowed by the Agreement. In addition, on September 17, 2012 staff was notified that the check for the June payment had been returned due to insufficient funds. The current balance due is \$86,686, including NSF fees.

Second Audit: At the time the City and Key entered into the Agreement, Key was undergoing a second audit for the period of January 1, 2008 to December 31, 2010. On January 11, 2012 the Bureau mailed Key the *Performance Audit Report* for the second audit. The audit found that Key owed the City \$441,175.51 in unpaid fees, including late penalties, for the second audit period. The transmittal letter for the report specified that the audit findings in the amount of \$441,175.51 were due 30 days after receipt of the letter. The certified mail receipt for the letter and *Performance Audit Report* show a delivery date of February 16, 2012; therefore, as of March 18, 2012, the findings for the second audit are past due.

The Bureau made numerous attempts to collect fees due as a result of the second audit. After receipt of the Bureau's non-renewal letter, Thomas Nitti, counsel for Key, contacted staff via phone and suggested a payment plan for the second audit findings. Mr. Nitti proposed a \$5,000 monthly installment for the \$441,175 total due. This payment would be in addition to the \$10,000 per month required by the Agreement. Given Key's recent history of non-payment Bureau staff was not receptive to a \$5,000 per month, seven-year payment plan. In Key's appeal letter to the permit non-renewal, dated June 27, 2012, they dispute the "\$400,000" second audit finding. Key continues to owe the City the entirety of the audit findings.

Quarterly Fees: On November 23, 2011, the Bureau of Sanitation notified Key that they were two quarters past due with their Compliance Fees for 2011 2nd and 3rd Quarters (Transmittal 12). The Bureau followed up the notice with a phone call to Key, on December 12, 2011. In January, 2012, the Bureau received two checks for the 2011 2nd Quarter Compliance Fee amount due but not the associated late fees. In the same month, the Bureau also received two checks for the 2011 3rd Quarter Compliance Fee amount due; however those checks were returned due to insufficient funds. In February 2012, the Bureau received a payment for the late fees accrued for 2011 2nd Quarter, half of the outstanding 2011 3rd Quarter Compliance Fee and a portion of the late fee, plus payment of a returned-check fee (\$35) for one of the returned checks previously submitted for 2011 3rd Quarter. In May, 2012, the Bureau received a payment for the outstanding portion of the 2011 3rd Quarter compliance fees, as well payment of the returned-check fee for the other returned check. Key continues to owe the City additional unpaid late fees from 2011 3rd Quarter.

In addition, Key has failed to pay any Compliance and late fees for 2011 4th Quarter, 2012 1st, 2nd, and 3rd Quarters and 2012 2nd Quarter. Although payments were not received for the 2011 4th Quarter and 2012 1st Quarter, Key did submit the corresponding quarterly reports. Key did not submit the required quarterly report for 2012 2nd Quarter, which was due July 31, 2012. The Bureau sent an additional reminder to Key regarding their continued unpaid status throughout this period (Transmittal 13), and made multiple calls to them in an attempt to resolve this matter.

Key continues to owe late fees from 3rd Quarter 2011; Compliance and late fees from 4th Quarter 2011; 1st, 2nd, and 3rd Quarters 2012; and a quarterly report for 2nd and 3rd Quarters 2012. According to the quarterly reports received, Key owes \$72,622 in past-due AB 939 late fees for 2011 3rd Quarter; compliance and associated late fees for 2011 4th Quarter; and compliance fees and associated late fees for 2012 1st Quarter. This does not include the unknown amount owed from 2012 2nd and 3rd Quarters, for which the Bureau, as noted above, has not received a report. However, based on past quarterly reports from Key, their compliance fees have averaged \$33,636 per quarter. Using that figure as an estimate for 2012 2nd and 3rd Quarters, the total amount estimated to be owed by Key for past-due AB 939 Compliance Fees and associated late fees equals \$140,735.56.

Key Disposal, Total Outstanding Fees, by Area of Non-Compliance

| Area of Non-Compliance | Outstanding Fees |
|-------------------------------|-------------------------|
| Agreement | \$ 86,686.00 |
| Second Audit | \$441,175.51 |
| Quarterly Fees* | \$140,735.56 |
| Total | \$668,597.07 |

*Fees for 2012 are estimates based on prior reports submitted by hauler; "Quarterly Fees" includes all associated late fees

CONCLUSION

Despite the Bureau's efforts to resolve Key non-compliance outside of the formal step of revocation of the permit, including making multiple contacts both in writing and via telephone, inviting Key to meet for payment plan discussions, and delaying formal action in response to Key's pleas for more time to give them an opportunity to make payments, Key has failed to take concrete steps to resolve this matter. The Bureau of Sanitation therefore recommends the revocation of Key's waste hauling permit, number 09-076.

Bureau of Sanitation
Board Report No. 2
March 13, 2013

Page 8

FISCAL IMPACT STATEMENT

Board approval of this report will have no fiscal impact on the General Fund; AB 939 compliance
Fees are deposited into the Citywide Recycling Trust Fund.

Respectfully submitted



ENRIQUE C. ZARDIVAR, Director
Bureau of Sanitation

Prepared by:
Lorena G. Valdez, SRCRD
213-485-3766

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CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

November 22, 2010

TRANSMITTAL 1

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

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CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
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ALEXANDER E. HELOU
ASSISTANT DIRECTORS

KAREN A. COCA
ACTING DIVISION MANAGER

SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 10TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: SRCRD@san.lacity.org
WEBSITE: www.lacitysan.org

Key Disposal, Inc.
P.O. Box 459
Montebello, CA 90640
Attn: John Katangian

**SUBJECT: PERFORMANCE AUDIT REPORT FOR KEY DISPOSAL, INC. COVERING THE
PERIOD OF JANUARY 1, 2006 TO DECEMBER 31, 2007**

Dear Mr. Katangian,

The Audit Team within the Financial Management Division (FMD) of the Bureau of Sanitation (BOS) transmitted the attached report to the Private Solid Waste Hauler Program staff within the Solid Resources Citywide Recycling Division (SRCRD).

Upon review of the report, it is evident that your company is in non-compliance with Section 66.32.5 (c) of the L.A.M.C. pertaining to the City's right "...to inspect permittee's records for the purpose of determining AB 939 compliance and other reporting requirements and to determine proper calculation and payment of fees..."

The Audit Team has been working since November of 2008 in an attempt to complete their audit of your company. The difficulties encountered during the course of their audit are significant and include: excessive delays resulting from numerous time extension requests, major discrepancies and inconsistencies in information provided/reviewed and failure to provide pertinent information required to properly analyze records. Your company was provided more than sufficient time and many opportunities to produce requested information and documentation during the nearly two year period under inspection.

As result of the abovementioned non-compliance with the City's inspection of your company, we are initiating the permit suspension process. Per Section 66.32.6, the City has the right to suspend a solid waste hauling permit if the permittee fails to comply with any of the terms or conditions specified in the permit, including but not limited to failing to comply with the inspection of your records. A notice of permit suspension will be sent under separate cover.



For questions pertaining to your Solid Waste Hauler Permit status, contact Kelly Kim at (213) 485-3904. For questions pertaining to the audit, contact the Auditing Team members listed in the attached report.

Sincerely,



Karen A. Coca, Acting Division Manager
Solid Resources Citywide Recycling Division

ATTACHMENT

KAC:DKM:AGM:khk

cc: Dale H. Burgoyne
Jason Na
Amabel D. Suson
Daniel K. Meyers
April G. Mancha
Kelly Kim
Hauler File

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CALIFORNIAANTONIO R. VILLARAIGOSA
MAYORCHAIR OF
PUBLIC WORKS

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CHIEF OPERATING OFFICERVAROIJ S. ASKIAN
ADEL H. HAGEKHALIL
ALEXANDER G. HELOU
ASSISTANT DIRECTORSKARENA COCA
ACTING CHIEF OF BUREAUSOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 10TH FLOOR
LOS ANGELES, CA 90015-0213
TELEPHONE: (213) 485-2200
FACSIMILE: (213) 485-3071
EMAIL: recog@cityofla.org
WEBSITE: www.cityofla.org

February 1, 2011

Key Disposal, Inc.
P.O. Box 459
Montebello, CA 90640
Attn: John Katangian**SUBJECT: NOTICE OF PERMIT SUSPENSION**

Dear Mr. Katangian,

Key Disposal's Solid Waste Hauler Permit, number 09-076, will be suspended on March 2, 2011 in accordance with Section 66.32.3(c) of the Los Angeles Municipal Code (L.A.M.C.) entitled Permit Suspension and Revocation, due to failure to cooperate with City staff to complete the audit on your company.

The Audit Team has been working since November of 2008 in an attempt to complete their audit of your company. The difficulties encountered during the course of their audit are significant and include: excessive delays resulting from numerous time extension requests, major discrepancies and inconsistencies in information provided/reviewed and failure to provide pertinent information required to properly analyze records. Your company was provided more than sufficient time and many opportunities to produce requested information and documentation during the nearly two year period under inspection. However, you still failed to submit the requested documents despite the Request for Documents Letter (attached) dated May 17, 2010, the Performance Audit Report dated November 3, 2010 issued to Key Disposal regarding this matter, and numerous follow-up calls by City staff.

Effective March 2, 2011, Key Disposal must cease all solid waste collection activities within the City of Los Angeles. Operating within the City of Los Angeles without a valid Solid Waste Hauler Permit is a violation of Section 66.32.3(a) of the LAMC which states:

"Any person who willfully violates any requirement of Subsection (a) of Section 66.32.1 shall be guilty of a misdemeanor. The penalty upon conviction shall not be more than a fine of \$1,000 or imprisonment in the county jail, not exceeding six months, or both fine and imprisonment. Violations are deemed to be continuing violations, and each day that a violation continues is deemed to be a new and separate offense."

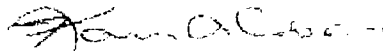


In accordance with Section 66.32.3, the City of Los Angeles has the right to suspend a Solid Waste Hauler Permit if the permittee fails to comply with any of permit terms or conditions, including but not limited to failure to pay quarterly AB939 compliance fees.

A notice to appear before the Board of Public Works for a hearing regarding the impending suspension will be mailed to you shortly. Failure to appear at this hearing will result in action taking place without you being present.

Should you have any questions regarding this matter, please call either Kelly H. Kim at (213) 485-3904 or April G. Mancha at (213) 485-3843.

Sincerely,



Karen A. Coca, Acting Division Manager
Solid Resources Citywide Recycling Division

ATTACHMENT

KAC:DKM:AGM:khk

cc: Daniel K. Meyers
April G. Mancha
Kelly H. Kim
Anthony T. Ligon
Dale H. Burgoyne
Jason Na
Amabel D. Suson
Hauler File

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DEPARTMENT OF PUBLIC WORKS

BUREAU OF SANITATION
BOARD REPORT NO. 1
April 18, 2011

CD: ALL

REQUEST TO SUSPEND KEY DISPOSAL, INC.'S SOLID WASTE HAULING PERMIT
(NUMBER 09-076) FOR FAILURE TO COMPLY WITH THE BUREAU'S AB939
COMPLIANCE AUDIT

RECOMMENDATION

1. Suspend Key Disposal, Inc.'s Solid Waste Hauling Permit, Number 09-076, for failure to comply with the Bureau's AB939 Compliance Audit.
2. Allow Key Disposal, Inc. to continue to operate within the City for 30-days post suspension as a transition period wherein they must notify their City of Los Angeles customers that they will no longer be able to provide them with waste hauling services and issue their customers the City's list of permitted haulers in order for their customers to select alternate service providers.
3. Direct Bureau staff to notify currently permitted waste haulers that Key Disposal, Inc.'s permit is suspended in order to provide the permitted waste haulers the opportunity to serve Key Disposal, Inc.'s former City customers.
4. Direct Bureau staff to refer this matter to the Office of the City Attorney for misdemeanor case filing should Bureau staff discover that Key Disposal, Inc. collects, removes or transports solid waste within the City during their permit suspension.

TRANSMITTAL

1. Copy of the audit notification letter dated November 24, 2008 which indicates the initial inspection date of December 8, 2008 and includes a list of requested documents for calendar years 2006 and 2007.
2. Copy of the audit follow-up letter dated February 12, 2009 which outlines staff's intent to establish a firm inspection date to avoid further delay.
3. Copy of the audit progress letter dated July 9, 2009 which served as a formal request for supporting documentation from Key Disposal, Inc. regarding the discrepancies in tonnage and gross receipts.
4. Copy of the audit progress letter dated May 17, 2010 which served as a formal request for supporting documentation from Key Disposal, Inc. regarding the tonnage reallocation.
5. Audit Timeline.

6. Copy of the transmittal letter dated November 22, 2010 that accompanied the final audit report; this transmittal letter cited non-compliance with the audit as basis for initiating the permit suspension process.
7. Copy of the notice of permit suspension letter dated February 1, 2011 (sent via mail and e-mail).
8. Copy of the notice to meet with a Commissioner to discuss the permit suspension dated February 7, 2011 (sent via mail and e-mail).
9. Copy of letter from Key Disposal, Inc.'s attorney Thomas A. Nitti dated February 14, 2011 requesting clarification about the February 15, 2011 meeting with a Commissioner.
10. Copy of e-mail dated February 15, 2011 to Thomas A. Nitti regarding meeting with Commissioner Daniels and Bureau staff.
11. Copy of follow up to meeting with Commissioner Daniels letter dated February 17, 2011 (sent via mail and e-mail).
12. Copy of letter from Thomas A. Nitti dated February 24, 2011 requesting hearing before the Board.
13. Copy of response to Thomas A. Nitti's request for a hearing before the dated February 28, 2011 (sent via mail, e-mail and fax).

DISCUSSION

Per Section 66.32 of the L.A.M.C., all waste haulers collecting waste from within the City are required to obtain a waste hauler permit and pay AB939 Compliance Fees of ten percent of gross receipts with an exemption for permitted private waste haulers whose annual tonnage is below one thousand (1,000) tons per year or whose receipts are generated from source separated materials. Section 66.32.4 (e) of the L.A.M.C. allows the City the right to inspect the records of a permitted waste hauler to determine compliance with the AB 939 Compliance Fee program and failing to comply with the City's audit to determine compliance is a violation of the permit terms and conditions and subject to permit suspension in accordance with 66.32.3(c) of the L.A.M.C.

The Bureau's audit team initiated an audit (covering calendar years 2006 and 2007) with Key Disposal, Inc. for the purpose of determining AB939 compliance with the terms and conditions of Section 66.32 of the L.A.M.C. The audit team has been working since November of 2008 to complete the audit of Key Disposal, Inc.

During the audit process, the audit team experienced excessive delays, unfulfilled requests for pertinent data, unexplained discrepancies, and inconsistencies in information received. Major discrepancies and inconsistencies were found in the areas of gross receipts (e.g. failure to provide complete invoice history), tonnage (e.g. incomplete weight tickets, discrepancies in tonnage reported vs. County landfill reported tonnage), bank accounts (e.g. undisclosed accounts, inconsistent deposits), company accounting system (e.g. unexplained gaps in customer account invoice numbering/history, 50% missing invoices), and company record keeping/tracking (e.g. lost and misplaced weight tickets). The audit team made numerous written requests to Key Disposal, Inc. for information necessary to complete the audit (Transmittals 1 to 4) and also communicated verbally the need for additional information (Transmittal 5). Despite staff affording extensive accommodations to Key Disposal, Inc., excessive delays in submitting information, lack of access to records and other various problems in gathering data during the audit process continued.

Upon review of the audit team's report, staff found Key Disposal, Inc., to be in non-compliance with the AB939 Compliance audit. As such, the Bureau initiated the permit suspension process as indicated in the transmittal cover letter dated November 22, 2010 that accompanied the audit report (Transmittal 6). An official Notice of Permit Suspension dated February 1, 2011 was issued (Transmittal 7) and an opportunity to discuss the impending suspension with a Commissioner of the Board of Public Works was provided (Transmittal 8). On February 14, 2011, the Bureau first received notice that Key Disposal, Inc. had retained legal representation from the Law Offices of Thomas A. Nitti; and thereafter, a series of correspondences between Key Disposal, Inc.'s legal representation and the Bureau have transpired (Transmittals 9 to 13).

The City audited Key Disposal, Inc. in accordance with Section 66.32.4 (e) of the L.A.M.C., entitled Inspection and Site Visits, which states under (1) that "The Director of the Bureau of Sanitation, or the Director's designee, shall have the right at any time during normal business hours to inspect the records of any Permittee for the purpose of determining compliance with AB 939 and other reporting requirements, to determine proper calculation and payment of fees...", and states under (2) that "The Director of the Bureau of Sanitation, or the Director's Designee, shall have the right at any time to conduct site visits to determine compliance with Section 66.32 through 66.32.3..." Key Disposal, Inc.'s non-compliance with the AB939 Compliance audit has impeded the audit team's ability to properly evaluate whether the company is in compliance with the AB939 requirements and to date, the audit remains incomplete. As such, this non-compliance is grounds for permit suspension; per Section 66.32.3(c) of the L.A.M.C., the City can suspend a permit for failure to comply with any of the permit terms and conditions, including failure to comply with the AB 939 Compliance audit. Therefore, the Bureau recommends the suspension of Key Disposal, Inc.'s waste hauling permit, number 09-076.

Bureau of Sanitation
Board Report No. 1
April 18, 2011

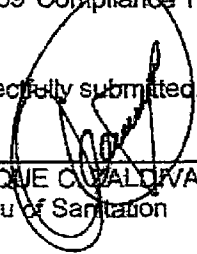
Page 4

FISCAL IMPACT STATEMENT

Board approval of this report will have no fiscal impact on the General Fund; AB 939 Compliance Fees are deposited into the Citywide Recycling Trust Fund.

Key Disposal, Inc.'s reported gross receipts are approximately \$243,000 per year, which translates to \$24,300 in annual fees paid to the City. This revenue stream should not be impacted as a result of the suspension of Key Disposal, Inc.'s waste hauler permit. There are other permitted haulers that would be able to serve Key Disposal, Inc.'s former customer base resulting in a corresponding increase in the AB939 Compliance Fees these other businesses will pay to the City.

Respectfully submitted,



ENRIQUE CUADROS, Director
Bureau of Sanitation

Prepared by:

April G. Mancha, SRCRD
213-473-3843

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ASSISTANT DIRECTORSKARENA COCA
ACTING MANAGERSOLID RESOURCES CITYWIDE RECYCLING DIVISION
1142 SOUTH BRADWAY STREET, 10th FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 405-2260
FACSIMILE: (213) 405-3871
EMAIL: info@cityrecycling.org
WEBSITE: www.cityrecycling.org

May 26, 2011

Via Facsimile, Email and Next Day Mail Service

Key Disposal, Inc.
C/O Law Offices of Thomas A. Nitti
1250 Sixth Street, Suite 205
Santa Monica, CA 90401**SUBJECT: NOTICE TO PAY OUTSTANDING AB939 COMPLIANCE FEES AND TO SUBMIT DOCUMENTS REQUIRED TO PERFORM AN AUDIT OF CALENDAR YEARS 2006 TO 2010**

Dear Mr. Katangian,

Department of Public Works, Bureau of Sanitation conducted an AB939 Compliance Audit of Key Disposal, Inc. ("Key Disposal") for the period January 1, 2006 through December 31, 2007. Based on the information your company provided to the auditors:

YEAR 2006

Key Disposal underreported its gross receipts from the collection of solid waste within the City of Los Angeles for calendar year 2006. Key Disposal's adjusted gross receipts for this period were \$1,369,447.23; however Key Disposal's AB 939 report listed gross receipts of only \$270,495.25. Due to Key Disposal's underreporting of gross receipts, it owes an additional \$109,895.20 in AB939 Compliance Fees and \$10,989.52 in late fees, for a total amount due and owing for calendar year 2006 of \$120,884.72.

YEAR 2007

Key Disposal underreported its gross receipts from the collection of solid waste within the City of Los Angeles for calendar year 2007. Key Disposal's adjusted gross receipts for this period were \$1,266,998.88; however Key Disposal's AB 939 report listed gross receipts of only \$214,892.26. Due to Key Disposal's underreporting of gross receipts, it owes an additional \$105,210.66 in AB939 Compliance Fees and \$10,521.07 in late fees for calendar year 2007, for a total amount due and owing for calendar year 2007 of \$115,731.73.

TOTAL UNPAID AB939 COMPLIANCE FEES

The total AB939 Compliance Fees due and owing by Key Disposal for calendar years 2006 and 2007 is \$236,616.45. In addition, the City has not received your Key Disposal's AB939 Compliance Fees for the first quarter of 2011 (January to March 2011), which amount was due on April 30, 2011. Further, Key Disposal has outstanding late fees due to the City totaling \$710.08 (quarter ending June 2010 late fees in the amount of \$304.08 and quarter ending December 2010 late fees in the amount of \$406.00.)

Reduce, Reuse, Recycle, and Remember: 70% less waste by the year 2020
AN EQUAL EMPLOYMENT OPPORTUNITY — AFFIRMATIVE ACTION EMPLOYER



000064

May 27, 2011

Page 2


Key Disposal has until June 27, 2011 to remit the abovementioned unpaid annual/quarterly AB939 Compliance Fees. Your current Solid Waste Hauler Permit, Number 09-076, is scheduled to expire on June 30, 2011. Failure to remit payment as stated in this letter will result in the non-renewal of your Solid Waste Hauler Permit.

AB 939 Compliance Fee payments can be mailed or hand delivered to:

SRCRD/Solid Waste Hauler Enforcement Section
1149 S. Broadway Street, 10th Floor
Los Angeles, CA 90015

Should you have any questions regarding this matter, please call either April G. Mancha at (213) 485-3843 or Daniel K. Meyers at (213) 485-3774.

Sincerely,



Karen A. Coca, Acting Division Manager
Solid Resources Citywide Recycling Division

KAC:DKM:AGM

cc: John A. Cervello
Benjamin S. Novick
Amabel D. Susan

Daniel K. Meyers
Anthony T. Ugon
Hauler File

April G. Mancha
Dale H. Burgoyne
Key Disposal, Inc. P.O. Box 459 Montebello, CA 90640

Joan C. Huang
Jason C. Ma

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000065

**SETTLEMENT AGREEMENT AND
STIPULATED JUDGMENT**

This Settlement Agreement and Stipulated Judgment (hereinafter "Agreement") is made and entered into as of June 24, 2011, by and between the City of Los Angeles, a municipal corporation (referred to hereinafter as ACity), on the one hand, and Key Disposal, Inc., a California corporation (referred to hereinafter as AKey Disposal), with reference to the following recitals of fact:

RECITALS

A. City, through its Department of Public Works, Bureau of Sanitation, has performed an audit of Key Disposal's gross receipts for the period January 1, 2006 through December 31, 2007 for the purpose of confirming Key Disposal's compliance with the AB 939 compliance fee as set forth in Los Angeles Municipal Code section 66.32, *et seq.*, and which fees are a condition of Key Disposal's Solid Waste Hauling Permit, Number 09-076 ("Permit"). Based on the information provided by Key Disposal, the audit disclosed Key Disposal underreported its gross receipts from the collection of solid waste within the City of Los Angeles for calendar years 2006 and 2007. As a result of this underreporting, Key Disposal owes an additional \$109,895.20 in AB939 Compliance Fees and \$10,989.52 in late fees for calendar year 2006 and \$105,210.66 in AB939 Compliance Fees and \$10,521.07 in late fees for calendar year 2007, for a total amount due and owing for calendar years 2006-2007 of \$236,616.45.

B. Key Disposal acknowledges it owes the City \$236,616.45 in AB 939 compliance fees and penalties for calendar years 2006-2007, however it is unable to make the payment in a lump sum.

///

///

1 *NOW, THEREFORE, IN CONSIDERATION OF THE TERMS, COVENANTS,*
2 *CONDITIONS, AGREEMENTS AND PROVISIONS HEREINAFTER SET FORTH,*
3 *THE PARTIES AGREE AS FOLLOWS:*

4 1. Payment:

5 Key Disposal shall pay a total of \$236,616.45 to the City in satisfaction of its AB
6 939 compliance fee for calendar years 2006-2007 through monthly payments of \$10,000
7 due on the 15th day of each month, beginning July 15, 2011, until paid in full. EACH
8 PAYMENT MADE PURSUANT TO THIS AGREEMENT BY KEY DISPOSAL SHALL
9 REFERENCE "AB 939 FEE CY 2006-2007".

10 2. Default:

11 In the event Key Disposal fails to make a payment within 5 days of the date that the
12 payment becomes due, the City will notify Key Disposal, through its legal counsel, Thomas
13 A. Nitti, 1250 Sixth Street, Suite 205, Santa Monica, CA 90401, fax number (310) 576-
14 3581, of Key Disposal's failure to make the required payment. Said notice will be sent by
15 facsimile transmission. Key disposal will have 5 days from the date of that notice to make
16 payment, and if Key Disposal fails make payment at that time, the entire outstanding
17 balance will be accelerated and be immediately due and owing. If the date of the notice of
18 late payment and/or the deadline for Key Disposal to cure such late payment following
19 such notice falls on a weekend or Holiday, Key Disposal's right to cure under this section
20 shall be extended to next business day. The City's remedies under this Agreement are not
21 exclusive and are in addition to any other remedies allowed by law, including those set
22 forth in Los Angeles Municipal Code section 66.32, *et seq.*

23 ///

24 ///

3. Permit Renewal:

Upon execution of this Agreement, the City's notice to pay to Key Disposal dated May 26, 2011 will be withdrawn and Key Disposal's Permit will be renewed. Nothing in this Agreement relieves Key Disposal's obligation to comply with all of the terms of its Permit, including, but not limited to, its obligation to pay all fees required under the Permit. Moreover, nothing in this Agreement prevents the City from enforcing the terms of the Permit and Los Angeles Municipal Code section 66.32, *et seq.* in the event Key Disposal violates the terms of the Permit, including, but not limited to, its obligations to pay all required fees.

4. Other Matters:

(a) Binding on Successors. This Agreement shall inure to the benefit of and be binding upon the heirs, successors, and assigns of each party.

(b) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Entire Agreement. This Agreement embodies the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, expressions of intent, representations, or agreements between the parties hereto, and accordingly there are no oral or written agreements existing between the parties regarding the subject matter hereof as of the date hereof which are not expressly set forth herein and covered hereby. Further, it is agreed that the provisions of this Agreement may not be altered except by a written instrument duly executed by the parties hereto.

1 (d) Governing Law. This Agreement shall be governed by and construed under
2 and in accordance with the laws of the State of California.

3 (e) Intent. The parties hereto agree and acknowledge that this Agreement is
4 intended to be a compromise and settlement of disputes and claims between the parties as
5 described herein.

6 (f) Authority. Each party hereby represents and warrants to each other party
7 hereto that it has full power and authority without further action to execute, enter into,
8 bind and perform the duties and obligations set forth in this Agreement. Each person
9 executing this Agreement represents to all other parties that he/she has the full power and
10 authority to execute this Agreement.
11

12 (g) Construction and Interpretation. The language in all parts of this Agreement
13 shall in all cases be construed simply as a whole and in accordance with its fair meaning
14 and not strictly for or against any party. The parties hereto acknowledge and agree that this
15 Agreement has been prepared jointly by the parties and has been the subject of arm's length
16 and careful negotiation, that each party has been given the opportunity to independently
17 review this Agreement with legal counsel and other consultants, and that each party has the
18 requisite experience and sophistication to understand, interpret and agree to the particular
19 language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute
20 regarding the interpretation of this Agreement, this Agreement shall not be interpreted or
21 construed against the party preparing it, and instead other rules of interpretation and
22 construction shall be utilized.
23

24 (h) Attorney's Fees and Costs. Each of the parties hereto shall bear its own
25 legal fees, costs and expenses in negotiating this Agreement. In the event of breach of any
26

1 provisions of this Agreement, or if any party is required to file any action or initiate any
2 proceeding to enforce any covenants of this Agreement, the prevailing party shall be
3 entitled to recover its reasonable attorneys fees and costs of litigation or other proceeding
4 in accordance with Civil Code Section 1717.

5 (j) Counsel. All parties have had an opportunity to review this Agreement
6 with legal counsel.

7
8 IN WITNESS WHEREOF, the parties have duly executed this Agreement effective
9 the date first above written.

10 UNDERSTOOD, ACKNOWLEDGED, AND AGREED:

11 CITY OF LOS ANGELES

12 Date: June 28, 2011

13 By: [Signature]

14 Its: Assistant Director Manager

15
16 Key Disposal, Inc., a California corporation

17 Date: _____

18 By: _____

19 Its: _____
20
21
22
23
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27
28

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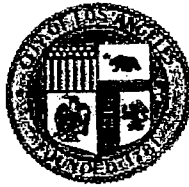
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CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

TRANSMITTAL 6

DEPARTMENT OF
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ALEXANDER E. HELOU
ASSISTANT DIRECTORS

KAREN A. COCA
DIVISION MANAGER

SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 5TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: SRCRD@san.lacounty.org
WEBSITE: www.lacounty.org

January 11, 2012

Key Disposal
P.O. Box 459
Montebello, CA 90640
Attention: John Katangian

SUBJECT: PERFORMANCE AUDIT REPORT FOR KEY DISPOSAL, INC. COVERING THE PERIOD OF
JANUARY 1, 2008 TO DECEMBER 31, 2010

Dear Mr. Katangian,

The Auditing Team within the Financial Management Division (FMD) of the Bureau of Sanitation (BOS) has completed their performance audit of Key Disposal, Inc., covering the period of January 1, 2008 to December 31, 2010.

On October 26, 2011, staff from your company who was involved with the audit attended an exit conference held by the Auditing Team wherein the performance audit findings and recommendations were discussed and explained in detail. These findings and recommendations are contained in the attached Performance Audit Report which was approved by FMD management and transmitted to the Private Solid Waste Hauler Program staff within the Solid Resources Citywide Recycling Division (SRCRD) for further processing.

~~SRCRD is in agreement with the Performance Audit Report findings and recommendations, including a recommendation to remit payment to the City in the amount of \$441,175.51 for unpaid AB 939 Compliance Fees associated with the period inspected. As such, your company must remit payment in the amount of \$441,175.51 and payment is due within 30 days upon receipt of this notice. Further, failure to comply with the Performance Audit Report recommendations, payment of unpaid AB 939 Compliance Fees and/or timely remittance of current year AB 939 Compliance Fees will result in enforcement measures against your company that may lead to the suspension or non-renewal of your Solid Waste Hauler Permit.~~

Please mail or hand deliver your AB 939 Compliance Fees to:
SRCRD/Solid Waste Hauler Enforcement Section
1149 S. Broadway Street, 5th Floor
Los Angeles, CA 90015

For questions pertaining to the remittance of unpaid AB 939 Compliance Fees and/or your Solid Waste Hauler Permit status, contact April G. Mancha at (213) 485-3843. For questions pertaining to the audit findings contained in the Performance Audit Report, contact the Auditing Team members listed in the attached report.

Sincerely,

Karen A. Coca, Division Manager
Solid Resources Citywide Recycling Division

ATTACHMENT

KAC:DKMAGM

cc: Daniel K. Meyers April G. Mancha Lorena G. Maldez John A. Carvalho Eva P. Sung Jason C. Na Amabel Susan Hauler File
W20vds1VercrdHauler FeesEnforcementAuditTransmittal LettersKey DisposalVKeyDisposalTransmittal LetterforPerformanceAudit011112.doc

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CALIFORNIA



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MAYOR

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ASSISTANT DIRECTOR

KAREN A. COCA
DIVISION MANAGER
SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 5TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3871
EMAIL: SRCD@san.facility.org
WEBSITE: www.lacounty.org

June 14, 2012

Via Facsimile, Email and Next Day Mail Service

Key Disposal, Inc.
C/O Law Offices of Thomas A. Nitti
1250 Sixth Street, Suite 205
Santa Monica, CA 90401

SUBJECT: NON-RENEWAL OF KEY DISPOSAL, INC.'S SOLID WASTE HAULER PERMIT

Dear Mr. Katangian,

On April 30, 2012, your general counsel informed Bureau of Sanitation staff that your company would remit payment of delinquent quarterly fees, plus associated late fees and NSF check fees, by May 4, 2012. Your counsel also informed Bureau staff that once those payments were complete, you would also address outstanding audit payments from the existing payment plan, including NSF check fees, as well as contacting us regarding an additional payment plan required as a result of a second audit.

While you submitted checks number 70398 and 70182 to replace 2011 Quarter 3 compliance fees and the associated NSF fees, you have not paid audited funds of \$441,175 for the audit covering the period January 1, 2008 through December 31, 2010. In addition, you continue to owe 2011 Quarter 3 late fees, as well as quarterly reports and associated fees (including late fees) for 2011 Quarter 4 and 2012 Quarter 1. Although we contacted your counsel several times regarding the outstanding fees, there has been no response at all from you regarding the latest audit fees, nor have you contacted us regarding the remaining outstanding fees. Therefore, your Solid Waste Hauler Permit will not be renewed.

Effective July 1, 2012, Key Disposal, Inc. will not have a valid Solid Waste Hauler Permit and will not have a valid Solid Waste Hauler Permit and therefore must cease all solid waste collection activities within the City of Los Angeles.

You are strongly encouraged to notify your customers that you will no longer be able to provide them with waste hauling services and to seek service from currently permitted waste haulers. The City will also be notifying currently-permitted waste haulers that your company will not be permitted effective July 1, 2012, in order to allow those permitted waste haulers the opportunity to provide continued service to your City customers.

Please note that operating within the City of Los Angeles without a valid Solid Waste Hauler Permit is a violation of Section 66.32.3(a) of the LAMC which states: *"Any person who willfully violates any requirement of Subsection (a) of Section 66.32.1 shall be guilty of a misdemeanor. The penalty upon conviction shall not be more than a fine of \$1,000 or imprisonment in the county jail, not exceeding six months, or both fine and imprisonment. Violations are deemed to be continuing violations, and each day that a violation continues is deemed to be a new and separate offense."*

If you have any questions regarding this matter, please call either April G. Mancha at (213) 485-3843 or Daniel K. Meyers at (213) 485-3774.

Sincerely,



Karen A. Coca, Division Manager
Solid Resources Citywide Recycling Division

ATTACHMENT

KAC:DKM:AGM

cc: John A. Carvalho
Benjamin S. Novida
Amabel D. Suson

Daniel K. Meyers
Anthony T. Ligon
Hauler File

April G. Mancha
Jason C. Na

Joan C. Huang
Lorena Valdez

LAW OFFICES OF THOMAS A. NITTI
1250 SIXTH STREET, SUITE 205
SANTA MONICA, CALIFORNIA 90401
(310) 393-1524

June 27, 2012

Via Fed Ex & Fax
(213) 485-3671

City of Los Angeles
Department of Public Works
Bureau of Sanitation
Solid Resources Citywide Recycling Division
Attn: Ms. Karen A. Coca
Mr. John A. Carvalho
Mr. Daniel K. Meyers
Ms. April G. Mancha
1149 South Broadway Street, 5th Floor
Los Angeles, CA 90015

Re: Non-Renewal of Key Disposal, Inc.'s Solid Waste Hauler Permit

Dear Ms. Coca, etc:

Appeal of "Non-renewal of Key Disposal Inc.'s solid waste hauler permit (dated 6/14/12)"

Pursuant to Section 66.32.3(d) of the Los Angeles Municipal Code. Key Disposal appeals the above denial of its renewal of its permit to operate as a waste hauler in Los Angeles. A copy of the request for permit previously filed is attached.

Section 66.32.3(d) provides a right to appeal "Where a person is issued a notice of a penalty assessment, Notice of Suspension, or Notice of Revocation..."

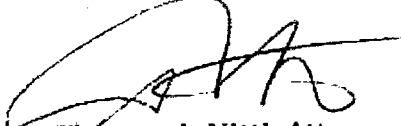
Notice of "Non-renewal" is tantamount to a "Notice of Revocation" since it has the same effect, and no other appeal provision appears in the ordinance. An appeal must be provided because Key Disposal has a vested interest in its permit and renewal, and as such is entitled to due process i.e., notice and an

opportunity to be heard. Bess v Park (1956) 144 CA2nd 798, 802. The right to renew a permit is a vested right. Goat Hill Tavern v City of Costa Mesa (1992) 6 CA4th 1519.

The grounds for appeal are as follows:

- 1) LAMC 66.32 et seq provides the grounds and procedure for revoking an AB939 Compliance Permit. This procedure was not followed by the City. LAMC 66.32.3(c) states that the City shall issue a 30 day notice. No such notice was given. The only notice given was a letter dated June 14 threatening non-renewal.
- 2) LAMC 66.32 et seq does not provide for non-renewal in these circumstances. It certainly does not provide for Key Disposal to be denied a 30 days' notice and a right to be heard. The issuance of a permit is a ministerial duty, such permit subject to revocation or suspension only after providing due process.
- 3) Violation of Key's due process rights is also a violation of its Civil Rights.
- 4) Key Disposal disputes the recent audit which claims a tax liability in excess of \$400,000.00.

Cordially,



Thomas A. Nitti, Attorney
for Key Disposal, Inc.

CITY OF LOS ANGELES
CALIFORNIAANTONIO R. VILLARAIGOSA
MAYORBOARD OF
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ALEXANDER E. HELOU
ASSISTANT DIRECTORSKAREN A. COCA
DIVISION MANAGERSOLID RESOURCES CITYWIDE RECYCLING DIVISION
1148 SOUTH BROADWAY STREET, 5TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3871
EMAIL: ssrcro@san.lacity.org
WEBSITE: www.lacitysan.org

July 13, 2012

VIA CERTIFIED MAIL and FAX

Key Disposal, Inc.
P.O. Box 459
Montebello, CA 90640Law Offices of Thomas A. Nitti
1250 Sixth Street, Suite 205
Santa Monica, CA 90401
FAX No. (310) 576-3581**SUBJECT: NOTICE OF PERMIT REVOCATION**

Pursuant to Los Angeles Municipal Code ("LAMC") section 66.32.3, Key Disposal, Inc.'s Solid Waste Hauler Permit, number (PER-09-076) (hereinafter "Permit"), **will be revoked on August 14, 2012** for its failure to comply with the terms and conditions of its permit and with the requirements of LAMC 66.32, et seq. Specifically, Key Disposal has failed to:

- 1) Remit its AB 939 Compliance Fees and late fees due and owing for the quarters ending December 2011 and January 2012 totaling \$67,138.19 (not including late fees), as reported by Key;
- 2) Remit late fees for the quarter ending September 2011;
- 3) Remit its June 15, 2012 payment of \$10,000 as required under the terms of the settlement agreement dated June 24, 2011, which covers the AB 939 Compliance fees Key Disposal owes for the 2006-2007 audit period;
- 4) Remit the amount of \$441,175 due and owing for the 2008-2010 AB 939 Compliance Fee audit period. Please note that on June 27, 2012, the Bureau received a letter from Key Disposal disputing those audit findings, however no supporting documentation was submitted by Key Disposal, nor has Key Disposal paid the amount of \$126,616.45, which it does not dispute is due and owing for the 2008-2010 AB 939 Compliance Fee audit period); and
- 5) Submit a complete renewal application (renewal application submitted is missing the AB 341 Reporting Form, Business Tax Registration Certificate Number, and outstanding AB 939 Fees).

Key Disposal's Permit will be revoked effective August 14, 2012, on which date Key Disposal must cease all solid waste collection activities within the City of Los Angeles. Please download the City's current list of permitted waste haulers from the following website to provide to your client's



Key Disposal
July 6, 2012
Page 2 of 2

customers, so they may select a permitted waste hauler in order to avoid any disruption to their waste hauling service:

www.lacitysan.org/solid_resources/strategic_programs/ab939/compliance_fee.htm#WHP

Operating within the City of Los Angeles without a valid Solid Waste Hauler Permit is a violation of Section 66.32.1(a) of the LAMC and subject to the following per Section 66.32.3(a) of the LAMC:

"Any Person who willfully violates any requirement of Subsection (a) of Section 66.32.1 shall be guilty of a misdemeanor. The penalty upon conviction shall not be more than a fine of \$1,000 or imprisonment in the county jail, not exceeding six months, or both fine and imprisonment. Violations are deemed to be continuing violations, and each day that a violation continues is deemed to be a new and separate offense."

Please note that Key Disposal has a right to appeal this Notice of Revocation to the Board of Public Works. Pursuant to LAMC section 66.32.3(d), in order to appeal this Notice of Revocation, Key Disposal must make **a written request for a hearing before the Board of Public Works within thirty (30) days of the date of this Notice of Permit Revocation.** Written requests for appeal must be mailed to the Board of Public Works, care of Commissioner Jerilyn Lopez Mendoza, at 200 North Spring Street, Suite 361, Los Angeles, CA 90012, with a copy sent to the Bureau of Sanitation, care of Lorena Valdez, at the address found in the letterhead of this Notice.

IF THE BOARD DOES NOT RECEIVE THE WRITTEN REQUEST FOR A HEARING BY THE THIRTY-DAY DEADLINE, THE REVOCATION SHALL BE DEEMED FINAL, AND NO FURTHER ADMINISTRATIVE RELIEF CAN BE OBTAINED. Please refer to Section 66.32.3(d) (attached) for further appeal details.

If you have any questions regarding this matter, please call either Lorena Valdez at (213) 485-3766 or Daniel K. Meyers at (213) 485-3774.

Sincerely,



Karen A. Coca, Division Manager
Solid Resources Citywide Recycling Division

KAC:DKM:AGM:lgv

c: Commissioner Jerilyn Lopez Mendoza
Enrique C. Zaldivar
John Carvalho
Karen A. Coca
Daniel K. Meyers
April G. Mancha
Lorena Valdez
File

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RECEIVED

2012 AUG 13 PM 4:54

PW/BUREAU OF SANITATION
S.R. CITYWIDE RECYCLING

LAW OFFICES OF THOMAS A. NITTI

1250 SIXTH STREET, SUITE 205
SANTA MONICA, CALIFORNIA 90401
(310) 393-1524

August 13, 2012

Via Personal Service

Board of Public Works
c/o Commissioner Jerilyn Lopez Mendoza
200 North Spring Street, Suite 361
Los Angeles, CA 90012

Bureau of Sanitation
c/o Lorena Valdez
1149 South Broadway Street, 5th Floor
Los Angeles, CA 90015

Re: Notice of Permit Revocation of Key Disposal, Inc's
Solid Waste Hauler Permit # PER-09-076

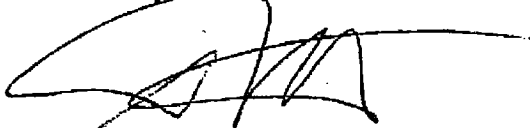
APPEAL OF NOTICE OF PERMIT REVOCATION

Attached is a copy of a notice of permit revocation for Key Disposal, Inc., dated July, 13, 2012.

Key Disposal respectfully appeals this notice of permit revocation to the Los Angeles Board of Public Works, and requests an appeal hearing.

Copies of this appeal are being submitted to the Board of Public Works and the Bureau of Sanitation.

Respectfully submitted,

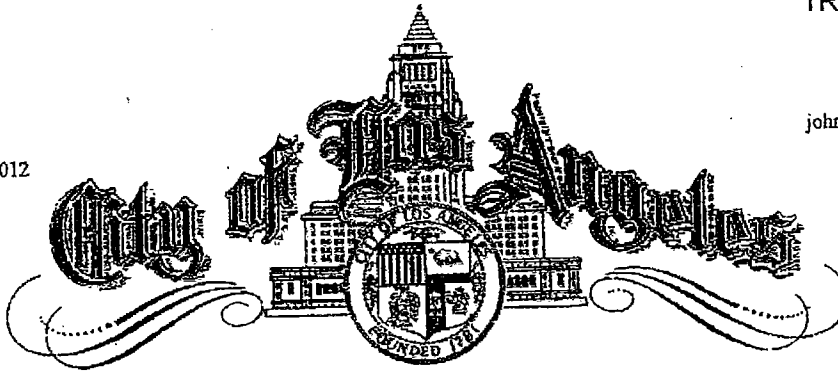


Thomas A. Nitti
Attorney for Key Disposal, Inc.

City Hall East
200 N. Main Street
7th Floor
Los Angeles, CA 90012

TRANSMITTAL 11

(213) 978-8184 Tel
(213) 978-8211 Fax
john.carvalho@lacity.org
www.lacity.org/atry



CARMEN A. TRUTANICH
City Attorney

September 15, 2011

VIA FAX (310) 576-3581

Thomas Nitti, Esq.
Law Offices of Thomas A. Nitti
1250 Sixth Street, Suite 205
Santa Monica, Ca 90401

Re: Default Notice
Key Disposal, Inc.

Dear Mr. Nitti:

Pursuant to the terms of the Settlement Agreement and Stipulated Judgment between the City of Los Angeles ("City") and Key Disposal, Inc. ("Key Disposal") dated June 24, 2011 ("Agreement"), this is to provide notice that Key Disposal is in default of the Agreement. Specifically, Key Disposal has failed to make payment for either July or August 2011.

Key Disposal submitted checks to the City in the amount of \$10,000 dated July 15, 2011 (check number 6369) and August 15, 2011 (check number 6430), however both checks were returned for insufficient funds. Pursuant to the Agreement, Key Disposal must make payment within 5 days of the date of this notice or the entire \$236,616.45 outstanding balance will be accelerated and due immediately. The City will pursue all legal means to collect the outstanding balance along with costs and attorney's fees.

Sincerely yours,

John A. Carvalho

cc: Alex Helou, Bureau of Sanitation

000079

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

November 23, 2011

TRANSMITTAL 12

DEPARTMENT OF
PUBLIC WORKS

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTORS

KAREN A. COCA
DIVISION MANAGER

SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 5TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: SRCRD@san.lacity.org
WEBSITE: www.lacitysan.org

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JOHN J. CHOI
PRESIDENT PRO TEMPORE

STEVEN T. NUTTER
COMMISSIONER

VALERIE LYNNE SHAW
COMMISSIONER

Key Disposal

Attention: John Katangian
P.O. Box 459
Montebello, CA 90640

Dear Mr. Katangian:

**NON-RECEIPT OF AB939 COMPLIANCE FEE FOR THE 2011 SECOND QUARTER (APRIL - JUNE) AND
THIRD QUARTER (JULY - SEPTEMBER)**

In order to comply with AB939 diversion goals, Los Angeles Municipal Code (LAMC) Section 66.32 states that all private solid waste haulers shall register with the City of Los Angeles, display a permit decal and number issued by the City through the Department of Public Works, Bureau of Sanitation and shall pay an AB939 compliance fee as set forth in this section.

LAMC Section 66.32.3 further states that the solid waste hauler compliance fee is payable quarterly and payment is due on or before 30 days following the end of each calendar quarter in which the gross receipts are received. As you are aware, the Bureau of Sanitation has not received your AB939 compliance fees for the 2011 second quarter (April - June) and third quarter (July - September) which were due on July 30, 2011 and October 30, 2011 respectively.

If the compliance fees imposed are not paid on or before the 30th day of the month following the end of each calendar quarter for which gross receipts are received, an additional charge equal to 2.5% shall be added to such fees. An additional 2.5% is added to such fees for each subsequent calendar quarter that payment of the fee is not received by the City, not to exceed a total of 10% per year. Therefore, your company has now incurred a 5% late fee for the 2011 second quarter and 2.5% late fee for the third quarter. Please send your payment (including late fees), along with a completed Quarterly Payment Form (attached) to:

City of LA/DPW/Sanitation
Re: Solid Resources Citywide Recycling Division
Attn: Karen A. Coca
1149 S. Broadway, 5th Flr, M/S 944
Los Angeles, CA 90015

Should you have any questions or require additional information, please contact Anthony T. Ligon at (213) 485-3701 or Kim Allan at (213) 485-3645.

Sincerely,

Karen A. Coca

Karen A. Coca, Division Manager
Solid Resources Citywide Recycling Division

KAC:KAC:all
cc: April G. Mancha
Attachment



CITY OF LOS ANGELES CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

February 22, 2012

BOARD OF
PUBLIC WORKS
—
COMMISSIONERS
—
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JERILYN LÓPEZ MENDOZA
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TRANSMITTAL 13

DEPARTMENT OF
PUBLIC WORKS
—
BUREAU OF SANITATION
—
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VAROIJ S. ASKIAN
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KAREN A. COCA
DIVISION MANAGER


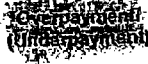
SOLID RESOURCES CITYWIDE RECYCLING DIVISION
1149 SOUTH BROADWAY STREET, 5TH FLOOR
LOS ANGELES, CA 90015-2213
TELEPHONE: (213) 485-2260
FACSIMILE: (213) 485-3671
EMAIL: srrcd@san.lacounty.org
WEBSITE: www.lacounty.org

Key Disposal Inc.
Attention: Shelline Katangian
1141 S. Taylor
Montebello, CA 90640

Dear Mrs. Katangian:

**NSF AND NON RECEIPT OF AB939 COMPLIANCE FEE FOR THE 2011 FOURTH QUARTER
(OCTOBER – DECEMBER)**

On January 3, 2012, the Department of Public Works, Bureau of Sanitation received two checks for (Check no. 6765, dated January 6, 2012 for \$16,885.05) and (Check no. 6766, dated January 6, 2012 for \$16,885.05) from your company. On January 23, 2012, the Office of Accounting advised your company that your check no. 6765 and 6766 were returned due to non-sufficient funds. Please include \$35.00 in addition to the original amount due for each returned check fees. Failure to remit payments may lead to suspension of your permit. In order to avoid permit suspension, we must receive your payment by March 12, 2012.

| Cal. Year | Cal Qtr | Fee Due Date | Gross Receipts | 10% AB939 Compliance Fee | Postmark Date |  | Total Due to the City | Check No. | Amount Paid |  | Comments |
|-----------|---------|--------------|----------------|--------------------------|---------------|---|-----------------------|-----------|---------------|---|----------|
| 2011 | 3 | 10/30/11 | \$337,700.98 | \$33,770.10 | 01/09/12 | \$844.25 | \$34,614.35 | 6765 | \$16,885.05 | (\$17,729.30) | NSF |
| 2011 | 3 | 10/30/11 | | | | | | 6765 | (\$16,885.05) | | |
| 2011 | 3 | 10/30/11 | | \$0.00 | 01/09/12 | \$0.00 | \$0.00 | 6766 | \$16,885.05 | (\$844.25) | NSF |
| 2011 | 3 | 10/30/11 | | | | | | 6766 | (\$16,885.05) | | late fee |
| 2011 | 3 | 10/30/11 | | \$0.00 | 02/07/12 | | | 6831 | \$844.25 | (\$33,770.10) | |

Fourth Quarter 2011 never received which was due on January 30, 2012.

Should you have any questions or require additional information, please contact Anthony T. Ligon at (213) 485-3701.

Sincerely,



Karen A. Coca, Division Manager
Solid Resources Citywide Recycling Division

KAC:ati
cc: April G. Mancha
Lorena Valdez



TAB 4

000082

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

March 19, 2013

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

TRACI J. MINAMIDE
CHIEF OPERATING OFFICER

VAROUJ S. ABKIAN
ADEL H. HAGEKHALIL
ALEXANDER E. HELOU
ASSISTANT DIRECTOR

NEIL M. GUGUELMO
ACTING CHIEF FINANCIAL OFFICER

KARENA COCA
DIVISION MANAGER

SOLID RESOURCES CITYWIDE RECYCLING DIVISION
71149 SOUTH BROADWAY STREET, 6TH FLOOR
LOS ANGELES, CA 90015-2213
TEL: (213) 485-2266
FAX: (213) 485-3671
EMAIL: SRCRD@san.lacounty.org
www.lacounty.org

SUBJECT: NOTICE OF THE REVOCATION OF KEY DISPOSAL, INC.'S SOLID WASTE
HAULER PERMIT, NUMBER 09-076 BY THE BOARD OF PUBLIC WORKS

Dear Permitted Solid Waste Hauler,

On March 18, 2013, the Board of Public Works ("Board") revoked Key Disposal, Inc.'s Solid Waste Hauler Permit, Number 09-076. Key Disposal, Inc. has been provided with a 30-day transition period of operation within the City of Los Angeles (City) beginning March 14, 2013 and ending on April 12, 2013.

Effective April 13, 2013, Key Disposal, Inc.'s 30-day transition period of operation will no longer be in effect and Key Disposal, Inc. must cease waste hauling activities within the City. In order to ensure that Key Disposal, Inc.'s City-based customers do not experience a break in waste hauling services, Key Disposal, Inc. was advised to notify their City customers to seek waste hauling service from companies found on the City's list of permitted solid waste haulers.

Additionally, as part of the effort to ensure that Key Disposal, Inc.'s City-based customers do not experience a break in waste hauling services, the Bureau is notifying you of this opportunity to assist in providing continued waste hauling services to Key Disposal, Inc.'s former City customers by soliciting their business.

Should you have any questions regarding this matter, please contact either Lorena Valdez at (213) 485-3766 or Daniel K. Meyers at (213) 485-3774.

Sincerely,

Karena Coca, Division Manager
Solid Resources Citywide Recycling Division

CAC:DKM/AGM/ECV

Capri W. Maddox, Board of Public Works Commissioner
Jeryllyn Lopez-Mendoza, Board of Public Works Commissioner

Alex E. Heou
Joan Huang

April G. Mendez, Key Disposal
Benjamin Noriega, Solid Hauler

Re: Hauler Fee Enforcement/Suspension Notices 2012-13/Key Disposal Key Revocation Notice to Permit for Key Disposal Permit #09-076

AN EQUAL EMPLOYMENT OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

TAB 5

000084

From: Lorena Valdez
To: Octavio Sahagun
Subject: Re: Key Disposal License Revoked
Date: Thursday, April 04, 2013 3:43:21 PM

Here is the link to the Board Report. If for some reason it doesn't load, or you have other problems, please let me know. FYI, this is public information.

http://boe.lacity.org/docs/dpw/agendas/2013/201303/20130313/bos%5C20130313_ag_br_bos_2.pdf

Lorena Valdez
SRCRD
213-485-3766

On Thu, Apr 4, 2013 at 3:35 PM, Octavio Sahagun <OSahagun@isd.lacounty.gov> wrote:

Lorena,

It was a pleasure talking to you and thank you for giving me more background information on the subject action. As discussed, can you please provide me with the Board report regarding this action. Thanks again for all your help.

Regards,

Octavio Sahagun
Manager, General Contracts Section
Contracting Division
Internal Services Department
(323) 267-2233

TAB 6

000086



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, CA 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-3101
Fax: (323) 415-8664

April 8, 2013

Sent via electronic and
Certified U.S mail

Shelline Katangian
P.O. BOX 459
Montebello, CA., 90640

Dear Ms. Katangian:

Facilities Ancillary Services Master Agreement (FASMA) #104017

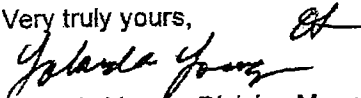
This serves as notification that pursuant to Section 8.43, Termination for Default, the County of Los Angeles (County) intends to formally terminate Agreement #104017 with Key Disposal, Inc. (Key) for default upon approval by the County Board of Supervisors for violating Agreement provisions including but not limited to: (a) 3.0, Work, (b) 4.0, Term of Master Agreement, and (c) 8.5, Compliance with Applicable Law. The County will provide Key with the effective date of termination following said approval.

This action is a result of the City of Los Angeles Board of Public Works' decision to revoke Key's Solid Waste Hauling Permit Number 09-076 for failure to comply with the terms and conditions of its permit and with the requirement of Los Angeles Municipal Code Section 66.32. Key's failure to maintain a viable waste hauler's permit constitutes a material breach of Agreement #104017 (MA-IS-1240205-5) as Key will no longer be able to fulfill its contractual obligation to provide services for the term of the master agreement.

To avoid the above action (termination of Agreement #104017 for default), Key must respond with information demonstrating that the above issue has been resolved; this information must be submitted to Octavio Sahagun at osahagun@isd.lacounty.gov, or via fax at (323) 415-8664, by 5:00pm on Friday, April 12, 2013. Unless Key demonstrates that the above issue has been resolved, Key must remove all Key-owned equipment and cease to provide waste hauler services under Agreement #104017 effective April 13, 2013. As such, the County will only pay for services rendered by Key up to and including April 12, 2013.

If you have any questions regarding this matter, please contact Octavio Sahagun at (323) 267-2233.

Very truly yours,


Yolanda Young, Division Manager
Contracting Division

YY: os

c: Gerald Plummer
Lois Giron

000087

TAB 7

000088

Octavio Sahagun

From: Key Disposal [key_disposal@sbcglobal.net]
Sent: Monday, April 08, 2013 6:07 PM
To: Octavio Sahagun
Subject: Re: Termination of Facilities Ancillary Services Master Agreement (FASMA) #I104017 (MA-IS-1240205-5)

Hi Octavio Sahagun,

I don't think that Key will have this resolved by April 13th. I have a permitted hauler taking over LA (SVT Services, Inc.) and I am in the process of making SVT a fasma contractor.

Will that hold over the county until SVT becomes a fasma vendor?

Thank you,

Shelline Katangian
Key Disposal, Inc.
323.721.5441 Office
323.721.8601 Fax

From: Octavio Sahagun <OSahagun@isd.lacounty.gov>
To: "key_disposal@sbcglobal.net" <key_disposal@sbcglobal.net>
Cc: Yolanda Young <YYoung@isd.lacounty.gov>; Gerald Plummer <GPlummer@isd.lacounty.gov>; Lois Giron <LGiron@isd.lacounty.gov>
Sent: Mon, April 8, 2013 4:52:04 PM
Subject: Termination of Facilities Ancillary Services Master Agreement (FASMA) #I104017 (MA-IS-1240205-5)

Dear Ms. Katangian:

Please see the attached correspondence regarding the termination of the subject Master Agreement.

Regards,

Octavio Sahagun
Manager, General Contracts Section
Contracting Division
Internal Services Department
Phone: (323) 267-2483
Fax: (323) 415-8664
osahagun@isd.lacounty.gov

TAB 8

000090



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, CA 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-3101
Fax: (323) 415-8664

April 9, 2013

**Sent via electronic and
Certified U.S. Mail**

Shelline Katangian
Key Disposal, Inc.
1141 S Taylor Ave
Montebello, CA., 90640

Dear Ms. Katangian:

Facilities Ancillary Services Master Agreement (FASMA) #104017

We are in receipt of your email requesting approval to use SVT Services, Inc. for services that Key Disposal, Inc. (Key) is contractually obligated to provide under Master Agreement #104017. Since the contractual agreement is with Key, the County will not approve the assignment of a contractor other than Key to provide the contracted services. Additionally and pursuant to Section 8.40, Subcontracting, Key may not subcontract any requirements of the Master Agreement without the advance written approval of the County.

Given that your email dated April 8, 2013 states that Key does not believe it will have the City of Los Angeles matter resolved and have the necessary waste hauler permit(s) by April 13, 2013, this formally confirms that Key shall cease providing the waste hauler services under Agreement #104017 effective April 13, 2013. As such, the County will only pay for services rendered by Key up to and including April 12, 2013. Key must remove all Key-owned equipment from all locations serviced under the Master Agreement by April 12, 2013.

If you have any questions regarding this matter, please contact Octavio Sahagun at (323) 267-2233.

Very truly yours,

Yolanda Young
Yolanda Young, Division Manager
Contracting Division

YY: os

c: Gerald Plummer
Lois Giron

000091

TAB 9

000092

Octavio Sahagun

From: Pat Acosta [apexwasteinc@aol.com]
Sent: Thursday, April 11, 2013 10:07 AM
To: Lois Giron
Subject: Re: Rubbish Removal Services

Mr. Giron,

I saw your email this morning. I forwarded the list of locations, you sent us, to the owner so that he could review it and let me know if undertaking these locations would be feasible. And I was waiting to hear back from him. However :

1. I was under the impression it would be all locations that Key Disposal was under contract for. I did not see the roll-off portion of the contracts that were awarded to Key Disposal in the list you sent.
2. Two days is not enough time to make the necessary arrangements to get the equipment needed for this locations in place in an orderly manner.

Because of these reasons we have no choice but to pass on the provision of services for the locations in the list you sent.

Thanks,

Pat Acosta
562-272-4501

-----Original Message-----

From: Lois Giron <LGiron@isd.lacounty.gov>
To: 'Pat Acosta' <apexwasteinc@aol.com>
Sent: Thu, Apr 11, 2013 8:12 am
Subject: RE: Rubbish Removal Services

Would you please get back to me this morning. I need to know if the changes to the requirements for the items noted on the spreadsheet will result in a change in pricing.

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Lois Giron
Sent: Wednesday, April 10, 2013 4:32 PM
To: 'Pat Acosta'
Subject: RE: Rubbish Removal Services

Apparently, Key has begun picking up bins. Would you be able to begin delivering bins as soon as tomorrow, 4/11?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD

1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Pat Acosta [<mailto:apexwasteinc@aol.com>]
Sent: Monday, April 08, 2013 11:20 AM
To: Lois Giron
Subject: Re: Rubbish Removal Services

Lois,

Yes, Apex is able to provide services at the pricing offered. Can you please forward me a list of the locations.

Thanks,

Pat Acosta
562-272-4501

-----Original Message-----
From: Lois Giron <LGiron@isd.lacounty.gov>
To: Pat Acosta <apexwasteinc@aol.com>
Sent: Mon, Apr 8, 2013 11:17 am
Subject: Rubbish Removal Services

We may need to replace a vendor that was awarded from RFQ-IS-13260291 beginning 4/12/13. If so, your offer was the next lowest offer on some of the lines. If needed, would you be able to provide the service at the pricing you offered on this bid?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

Octavio Sahagun

From: Tommy Ouzoonian [TOuzoonian@athensservices.com]
Sent: Wednesday, April 10, 2013 9:21 AM
To: Lois Giron
Subject: RE: Rubbish Removal Services

We will deliver on the 12th!

Thanks!!

Tommy Ouzoonian
Sales and Marketing Department

Athens Services
Box 60009
City of Industry, CA 91716
(888) 336-6100 Extension #2664
Fax (626) 594-4417
WWW.AthensServices.Com

From: Lois Giron [<mailto:LGiron@isd.lacounty.gov>]
Sent: Wednesday, April 10, 2013 9:11 AM
To: Tommy Ouzoonian
Subject: RE: Rubbish Removal Services

Attached is the listing of locations we would like to add to your agreement with the pricing from your bid. Key is supposed to remove their bins on 4/12, so please confirm that you would be delivering your bins either that day or on Monday 4/15.

Thank you and have a blessed day.

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Tommy Ouzoonian [<mailto:TOuzoonian@athensservices.com>]
Sent: Monday, April 08, 2013 11:25 AM
To: Lois Giron
Subject: RE: Rubbish Removal Services

Of course!

Thanks!

Tommy Ouzoonian
Sales and Marketing Department

Athens Services
Box 60009

City of Industry, CA 91716
(888) 336-6100 Extension #2664
Fax (626) 594-4417
WWW.AthensServices.Com

From: Lois Giron [<mailto:LGiron@isd.lacounty.gov>]
Sent: Monday, April 08, 2013 11:24 AM
To: Tommy Ouzoonian
Subject: Rubbish Removal Services

We may need to replace a vendor that was awarded from RFQ-IS-13260291 beginning 4/12/13. If so, your offer was the next lowest offer on some of the lines. If needed, would you be able to provide the service at the pricing you offered on this bid?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

Octavio Sahagun

From: Ryan Oganessian [ryan@southlanddisposal.com]
Sent: Wednesday, April 10, 2013 10:44 AM
To: Lois Giron
Cc: southlanddisposal@aol.com; jenn@southlanddisposal.com
Subject: RE: Rubbish Removal

Lois,

Southland Disposal will agree to add these items to our current master agreement at our proposed rates. Our operations department put together a start service/delivery schedule which meets your needs for all the locations on the list which we'll get to you in the next day or so. Please proceed with processing the necessary documentation amendments to our existing master agreement so that we can fully execute the commencement of service prior to our start date. Thank you and contact me with if you need any further information from Southland Disposal.

Also, please add to the spreadsheet the following service location items:

- On-site contact name and phone number
- Gate/Door access – keys, remotes, and combination codes
- Locations requiring special pick-up requirements
- Locations requiring scout/push out service (due to bin location being located subterranean)
- Any misc. service items

Sincerely,

Ryan Oganessian
P.O. Box 86786
Los Angeles, CA 90086
Office (323) 780-7150
Fax (323) 780-7164



From: Lois Giron [mailto:LGiron@isd.lacounty.gov]
Sent: Wednesday, April 10, 2013 9:50 AM
To: 'Ryan Oganessian'
Cc: southlanddisposal@aol.com; jenn@southlanddisposal.com
Subject: RE: Rubbish Removal

Attached is a spreadsheet of the locations with comments of any changes to the requirement at the far right. We are prepared to add these items to your agreement if you agree to keep the same pricing and in accordance with the time frame, terms and conditions of your master agreement. Key has been requested to remove their bins by 4/12. Would

you please let me know if you agree to the terms and if you would be able to begin service that day or 4/15 at the latest?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Ryan Oganessian [<mailto:ryan@southlanddisposal.com>]
Sent: Tuesday, April 09, 2013 3:44 PM
To: Lois Giron
Cc: southlanddisposal@aol.com; jenn@southlanddisposal.com
Subject: RE: Rubbish Removal

Hello Lois,

Per our conversation earlier, Southland Disposal is willing to honor our proposed contract rates only if the term of the contract is for a minimum of 2 years. If this is approved we can start service 05/01/13. Under an emergency situation, we could start sooner (possibly next week) for 5-10 of the 25 locations. All locations containing compactor services can be serviced immediately. Please let us know as soon as possible so that we may prepare equipment and operations for such a transition. If not approved, Southland Disposal will submit a proposal if this contract is up for bid. Please advise.

Sincerely,

Ryan Oganessian
P.O. Box 86786
Los Angeles, CA 90086
Office (323) 780-7150
Fax (323) 780-7164



From: Lois Giron [<mailto:LGiron@isd.lacounty.gov>]
Sent: Tuesday, April 09, 2013 8:52 AM
To: 'Ryan Oganessian'
Subject: RE: Rubbish Removal

Please find a copy of your bid attached.

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions

LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Ryan Oganessian [<mailto:ryan@southlanddisposal.com>]
Sent: Monday, April 08, 2013 5:07 PM
To: Lois Giron
Cc: Anita George
Subject: Re: Rubbish Removal

Hello Lois,

Thank you for contacting us regarding this matter. We will check on it right away.

Can you provide us with a list of the locations and the section of the bid you are referring to. I will contact you tomorrow morning to get into more detail regarding your inquiry.

-- Ryan Oganessian

On Apr 8, 2013, at 5:00 PM, Lois Giron <LGiron@isd.lacounty.gov> wrote:

We may need to replace a vendor that was awarded from RFQ-IS-12260286 beginning 4/12/13. If so, your offer was the next lowest offer on some of the lines. If needed, would you be able to provide the service at the pricing you offered on this bid?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

Octavio Sahagun

From: matt [matt@uwscompany.com]
Sent: Wednesday, April 10, 2013 9:28 AM
To: Lois Giron
Subject: RE: Rubbish Removal Services

Thank you. Do you have PO # for these locations or a contact at the department to issue PO?

Matt Blackburn
Universal Waste Systems Inc.
www.uwscompany.com
Phone: (562) 695-8236
Fax: (562) 941-4915

From: Lois Giron [mailto:L.Giron@isd.lacounty.gov]
Sent: Wednesday, April 10, 2013 8:31 AM
To: matt
Subject: RE: Rubbish Removal Services

Thank you for your prompt response.

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: matt [mailto:matt@uwscompany.com]
Sent: Wednesday, April 10, 2013 8:30 AM
To: Lois Giron
Subject: RE: Rubbish Removal Services

Yes we will get these locations added and we will deliver between 4/12 and 4/15.

Matt Blackburn
Universal Waste Systems Inc.
www.uwscompany.com
Phone: (562) 695-8236
Fax: (562) 941-4915

From: Lois Giron [mailto:L.Giron@isd.lacounty.gov]
Sent: Wednesday, April 10, 2013 8:25 AM
To: matt
Subject: RE: Rubbish Removal Services

Attached is the listing of locations we would like to add to your agreement with the pricing from your bid. Key is supposed to remove their bins on 4/12, so please confirm that you would be delivering your bins either that day or on Monday 4/15.

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

From: Lois Giron
Sent: Tuesday, April 09, 2013 4:21 PM
To: 'matt@uwscompany.com'
Subject: Rubbish Removal Services

We may need to replace a vendor that was awarded from RFQ-IS-13260291 beginning 4/12/13. If so, your offer was the next lowest offer on some of the lines. If needed, would you be able to provide the service at the pricing you offered on this bid?

Thank you and have a blessed day,

Lois Giron
Section Manager-General Acquisitions
LA County ISD
1100 N Eastern Ave
LA, CA 90063
(323)267-2271

TAB 10



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

April 17, 2013

To: Each Supervisor

From: Tom Tindall
Director

TAM Tindall

Subject: **TERMINATION OF MASTER AGREEMENT WITH KEY DISPOSAL, INC.**

This is to advise your Board of recent actions to maintain contracted services due to a current contractor's inability to provide waste hauling services at various County facilities located in the City of Los Angeles.

Background

On March 3, 2009, your Board approved ISD's Facility Ancillary Services Master Agreement (FASMA) with Key Disposal, Inc. ("Key") as one of the recommended vendors. On February 21, 2012, ISD awarded a purchase order agreement to Key under the Master Agreement for waste hauling services. Twenty-five (25) of the waste hauling locations are located within the City of Los Angeles ("City"). On April 4, 2013, the City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits.

Actions Taken

On March 13, 2013, the City of Los Angeles' Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, which includes outstanding fees owed to the City in the amount of \$668,597. ISD attempted to contact Key via telephone prior to sending a written notification to no avail. On April 9 2013, ISD notified Key in writing that the County intended to terminate Key's Master Agreement for default unless Key resolved the issue with the City within a five day period. Key responded to the letter the same day confirming that they would not be able to resolve the matter with the City by April 13, 2013.

The Honorable Board of Supervisors
April 17, 2013
Page 2

Given Key's inability to provide the entirety of the contracted services, ISD proceeded with actions to minimize interruptions or gaps in the critical services. ISD reviewed the most recent bid for these services and immediately awarded waste hauling services to the second lowest bidder for each of the locations under contract with Key.

ISD plans to proceed with formal Board action to formally terminate Key's Master Agreement, and then pursue a debarment action against Key for its material breach of the contract.

Conclusion

ISD will be filing a Board letter for the necessary actions within the next 90 days. Should you have any questions regarding this matter, please contact me at 323-267-2101, or your staff may contact Joe Sandoval at 323-267-2109.

TT:JJ:YY

c: ISD Board Deputies
Chief Executive Officer
Chief Executive Office (Simdjian)
County Counsel

TAB 11



TOM TINDALL
Director

**County of Los Angeles
INTERNAL SERVICES DEPARTMENT**

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2101
FAX: (323) 264-7135

June 18, 2013

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:

**TERMINATION OF FACILITY ANCILLARY
SERVICES MASTER AGREEMENT FOR DEFAULT
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Termination of a facility ancillary services master agreement with Key Disposal, Inc., for default.

IT IS RECOMMENDED THAT THE BOARD:

Terminate the facility ancillary services master agreement (Agreement Number I104017) with Key Disposal, Inc., in whole, for default.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 3, 2009, your Board approved a Facility Ancillary Services Master Agreement (FASMA) which included Key Disposal, Inc. (Key) as a qualified vendor for waste hauling services. On February 21, 2012, ISD awarded a purchase order for waste hauling services to Key under its master agreement. Twenty three (23) of the waste hauling locations are located within the City of Los Angeles (City), and twenty eight (28) in other areas within the County of Los Angeles (Attachment 1).

On March 13, 2013, the City of Los Angeles Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013, due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City. On April 4, 2013, the City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to provide services within the City limits.

On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's master agreement for default unless Key resolved the issue with the City. Key responded to the letter confirming that they would not be able to resolve the matter with the City by the April 13, 2013, deadline.

Given Key's inability to provide the entirety of the contracted services, ISD proceeded with actions to minimize interruptions or gaps in the critical services. ISD reviewed the most recent bid for these services and immediately awarded waste hauling services to the second lowest bidder for each of the locations then under agreement with Key. This resulted in an overall annual increase of \$33,558 over Key's prices. ISD notified your Board of this action on April 17, 2013.

ISD recommends that your Board terminate the agreement with Key pursuant to Section 8.43, Termination for Default, for violating Agreement provisions, including but not limited to: (a) 3.0, Work, and (b) 8.5, Compliance with Applicable Laws. The termination will be effective the day following Board action.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Goal Number 1 (Operational Effectiveness) by ensuring the timely delivery of customer oriented and efficient public services.

FISCAL IMPACT/FINANCING

The facilities serviced by Key were added to several existing contractors under FASMA, at a higher cost to the County, resulting in an overall annual increase of \$33,558. As indicated in Attachment 1, the costs will be absorbed by the affected departments, including the Department of Public Social Services (15 sites), Department of Community and Senior Services (12 sites), the Department of Mental Health (5 sites), Department of Public Works (3 sites), and various other departments or court facilities. Based upon the dollars involved, it is not expected that the increased costs will have a material impact on departmental operating budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 3, 2009, your Board approved, and ISD executed, a master agreement for ancillary facility ancillary services with Key ("Key"), effective April 1, 2009, for three (3) years with three (3) two-year extension options.

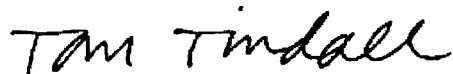
Due to Key's inability to continue to provide services under its FAMSA terms and conditions, ISD recommends that your Board terminate the agreement with Key pursuant to Section 8.43, Termination for Default, with a finding that Key has materially breached this agreement. The specific contractual provisions that were violated are identified in Attachment 2.

With the approval of the recommended actions by your Board, ISD intends to move forward with a debarment action against this contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Termination of Key's master agreement will not have a negative impact on the current services.

Respectfully submitted,



TOM TINDALL
Director

TT:YY

Enclosures

c: Chief Executive Officer
County Counsel
Auditor-Controller

| Department/Facility | Address | City | City of Los Angeles Y/N | Previous Cost (Key) | Current Cost |
|------------------------------------|-------------------------------|------------------|-------------------------|---------------------|----------------------|
| 1 AGRICULTURAL COMMISSIONER | 11012 Garfield Ave. "A" | South Gate | N | \$ 75.00 | \$ 116.91 |
| AGRICULTURAL COMMISSIONER Subtotal | | | | \$ 75.00 | \$ 116.91 |
| 2 ANIMAL CARE & CONTROL | 5898 Cherry Ave. | Long Beach | N | \$ 95.00 | \$ 155.88 |
| ANIMAL CARE & CONTROL Subtotal | | | | \$ 95.00 | \$ 155.88 |
| 3 ASSESSOR'S OFFICE | 24320 Narbonne Ave. | Lomita | N | \$ 110.00 | \$ 155.88 |
| ASSESSOR'S OFFICE Subtotal | | | | \$ 110.00 | \$ 155.88 |
| 4 BOS | 4801 E. Third St. | E. Los Angeles | N | \$ 155.88 | \$ 180.00 |
| BOS Subtotal | | | | \$ 155.88 | \$ 180.00 |
| 5 BOS/REG. RECORDER | 14340 E. Sylvan Ave. | Van Nuys | N | \$ 110.00 | \$ 244.00 |
| BOS/REG. RECORDER Subtotal | | | | \$ 110.00 | \$ 244.00 |
| 6 COURTS | 23519-25 W. Civic Center Way | Malibu | N | \$ 220.00 | \$ 389.70 |
| 7 COURTS | 1427 West Covina Parkway | West Covina | N | \$ 110.00 | \$ 195.00 |
| 8 COURTS | 1601 Eastlake Ave. | Los Angeles | Y | \$ 330.00 | \$ 389.70 |
| 9 COURTS | 429 Bauchet St. | Los Angeles | Y | \$ 285.78 | \$ 260.00 |
| 10 COURTS | 5301 E. 3rd St | East Los Angeles | N | \$ 77.94 | \$ 90.00 |
| 11 COURTS | 7625 S. Central Ave. | Los Angeles | Y | \$ 55.00 | \$ 95.00 |
| COURTS Subtotal | | | | \$ 1,078.72 | \$ 1,419.40 |
| 12 CSS | 7555 Van Nuys Blvd. | Van Nuys | N | \$ 40.00 | \$ 62.00 |
| 13 CSS | 133 No. Sunol Dr. | Los Angeles | Y | \$ 285.78 | \$ 260.00 |
| 14 CSS | 769 W. 3rd St. | San Pedro | N | \$ 55.00 | \$ 97.00 |
| 15 CSS | 3175 W. 6th St. | Los Angeles | Y | \$ 110.00 | \$ 155.88 |
| 16 CSS | 12815 Jarvis Ave. | Los Angeles | Y | \$ 80.00 | \$ 97.00 |
| 17 CSS | 730 E. Altadena Dr. | Altadena | N | \$ 51.96 | \$ 70.00 |
| 18 CSS | 560 Mariposa | Altadena | N | \$ 103.92 | \$ 140.00 |
| 19 CSS | 7807 S. Compton Ave. | Los Angeles | Y | \$ 95.00 | \$ 155.88 |
| 20 CSS | 4716 Cesar Chavez | Los Angeles | Y | \$ 142.89 | \$ 130.00 |
| 21 CSS | 4513 E. Compton Blvd. | Compton | N | \$ 40.00 | \$ 62.00 |
| 22 CSS | 11640 E. Slauson Ave. | Whittier | N | \$ 40.00 | \$ 49.00 |
| 23 CSS | 1441 Santa Anita Ave. | South El Monte | N | \$ 40.00 | \$ 62.00 |
| CSS Subtotal | | | | \$ 1,084.55 | \$ 1,340.76 |
| 24 DHS | 5564 North Figueroa | Los Angeles | Y | \$ 28.57 | \$ 100.00 |
| DHS Subtotal | | | | \$ 28.57 | \$ 100.00 |
| 25 DPSS | 2707 S. Grand Ave. | Los Angeles | Y | \$ 220.00 | \$ 389.70 |
| 26 DPSS | 2040 W. Holt Ave. | Pomona | N | \$ 75.00 | \$ 146.00 |
| 27 DPSS | 416 N. Garey Ave. | Pomona | N | \$ 40.00 | \$ 62.00 |
| 28 DPSS | 8130 S Atlantic Ave. | Cudahy | N | \$ 110.00 | \$ 194.85 |
| 29 DPSS | 5445 E. Whittier Blvd. | East Los Angeles | N | \$ 110.00 | \$ 194.85 |
| 30 DPSS | 2200 Humbolt | Los Angeles | Y | \$ 114.30 | \$ 140.00 |
| 31 DPSS | 1740 E. Gage Ave. | Los Angeles | Y | \$ 150.00 | \$ 233.82 |
| 32 DPSS | 813 4th Place | Los Angeles | Y | \$ 142.89 | \$ 130.00 |
| 33 DPSS | 4077 Mission Road | Los Angeles | Y | \$ 171.46 | \$ 180.00 |
| 34 DPSS | 2855 E. Olympic Blvd. | Los Angeles | Y | \$ 150.00 | \$ 233.82 |
| 35 DPSS | 2601 Wilshire Blvd. | Los Angeles | Y | \$ 150.00 | \$ 233.82 |
| 36 DPSS | 955 No. Lake St. | Pasadena | N | \$ 129.90 | \$ 130.00 |
| 37 DPSS | 2615 S. Grand Ave. | Los Angeles | Y | \$ 440.00 | \$ 779.40 |
| 38 DPSS | 10728 S. Central Ave. | Los Angeles | Y | \$ 150.00 | \$ 233.82 |
| 39 DPSS | 923 E. Redondo Blvd. | Inglewood | N | \$ 40.00 | \$ 130.00 |
| DPSS Subtotal | | | | \$ 2,193.55 | \$ 3,412.08 |
| 40 DPW | 16005 E. Central Ave. | La Puente | N | \$ 40.00 | \$ 49.00 |
| 41 DPW | 125 S. Baldwin Ave. | Arcadia | N | \$ 40.00 | \$ 62.00 |
| 42 DPW | 12015 Shoemaker Ave. | Santa Fe Springs | N | \$ 40.00 | \$ 65.00 |
| DPW Subtotal | | | | \$ 120.00 | \$ 176.00 |
| 43 ISD | 8051 Arroyo | Montebello | N | \$ 45.20 | \$ 75.00 |
| ISD Subtotal | | | | \$ 45.20 | \$ 75.00 |
| 44 MENTAL HEALTH | 5321 Via Marisol | Los Angeles | Y | \$ 28.57 | \$ 50.00 |
| 45 MENTAL HEALTH | 1975 Long Beach Blvd. | Long Beach | N | \$ 55.00 | \$ 95.00 |
| 46 MENTAL HEALTH | 17707 Studebaker Rd. | Cerritos | N | \$ 190.00 | \$ 311.76 |
| 47 MENTAL HEALTH | 550 S. Vermont Ave. | Los Angeles | Y | \$ 330.00 | \$ 584.55 |
| 48 MENTAL HEALTH | 11080 W. Olympic Blvd. | Los Angeles | Y | \$ 55.00 | \$ 97.00 |
| MENTAL HEALTH Subtotal | | | | \$ 658.57 | \$ 1,138.31 |
| 49 PROBATION/DPW | 1320/1330 W. Imperial Highway | Los Angeles | Y | \$ 160.00 | \$ 155.88 |
| PROBATION/DPW Subtotal | | | | \$ 160.00 | \$ 155.88 |
| 50 PUBLIC HEALTH | 10612 Shoemaker Ave | Santa Fe Springs | N | \$ 30.00 | \$ 50.00 |
| PUBLIC HEALTH Subtotal | | | | \$ 30.00 | \$ 50.00 |
| 51 SHERIFF'S/MENTAL HEALTH | 1925 Daly Street | Los Angeles | Y | \$ 28.57 | \$ 50.00 |
| SHERIFF'S/MENTAL HEALTH Subtotal | | | | \$ 28.57 | \$ 50.00 |
| TOTAL MONTHLY COST | | | | \$ 5,973.61 | \$ 8,770.10 |
| TOTAL ANNUAL COST | | | | \$ 71,683.32 | \$ 105,241.20 |
| DIFFERENCE IN COST | | | | | \$ 33,557.88 |

CONTRACTUAL VIOLATIONS

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Purchase Order shall include a Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a time and materials basis, subject to the Total Maximum Amount specified on each individual Purchase Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Purchase Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Purchase Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Purchase Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Purchase Order solicitation, County shall issue a Purchase Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Purchase Order.
- 3.5 Upon completion of evaluations, County shall execute the Purchase Order by and through the Internal Services Department staff with the lowest cost Qualified Contractor unless the Purchase Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Purchase Orders are awarded to some Master Agreement Qualified Contractors. Purchase Orders are usually issued for periods not extending past the end of County's current fiscal year (June

ATTACHMENT 2

30th) with the exception of Purchase Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Purchase Order is only extended through the end of the fiscal year, County may either rebid the Purchase Order tasks or extend the Purchase Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Purchase Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Purchase Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Purchase Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within any 12-month period, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.43, Termination For Default.
- 3.8 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Purchase Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Purchase Order.

8.5 COMPLIANCE WITH APPLICABLE LAW

- 8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including,

ATTACHMENT 2

without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

TAB 12



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 415-8664

"To enrich lives through effective and caring service"

June 18, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

DEBARMENT PROCEEDINGS

The County of Los Angeles Internal Services Department (ISD) intends to initiate debarment proceedings against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key). The recommended debarment will be made pursuant to Los Angeles County Code Chapter 2.202, Determination of Contractor Non-Responsibility and Contractor Debarment.

You are hereby notified that the debarment hearing with the Contractor Hearing Board will be held on:

Date: Wednesday, July 3, 2013
Time: 9:30 a.m.
Place: Kenneth Hahn Hall of Administration,
TTC Conference Room 140A, First Floor
500 West Temple Street
Los Angeles, CA 90012

This notice specifies the basis for the debarment recommendation, the proposed period of debarment and a summary of evidence to support the recommendation, in Attachment A, incorporated herein by reference.

At the Contractor Hearing Board, you are entitled to appear and/or be represented by an attorney or other authorized representative to present evidence against a finding of

Mr. John Katangian, et al.
June 18, 2013
Page 2 of 2

debarment. At the hearing, your representative may offer documentary evidence, present witnesses, and offer rebuttal evidence as authorized by the County code.

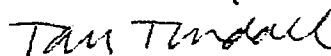
After the debarment hearing, the Contractor Hearing Board will prepare a proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

Key must submit a written confirmation to ISD indicating whether you and/or attorney or other authorized representative will be present at the debarment hearing. This confirmation must be sent to Ms. Yolanda Young, Contracts Division, 1100 N. Eastern Avenue, Los Angeles, CA 90063, no later than 5:00 p.m. on Tuesday, June 25, 2013. Failure to confirm the hearing date or otherwise response may result in waiving of all rights to a hearing before the Contractor Hearing Board.

If Key intends to contest the debarment at the Contractor Hearing Board, the department will provide you with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. If Key intends to present evidence against the proposed debarment, you must provide ISD with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. Each party must also provide the Contractor Hearing Board with five copies of each item they provided in the exchange. The deadline for the exchange of these documents is 5:00 p.m. on Wednesday, June 26, 2013.

If you have any questions, please contact Yolanda Young, Contracting Division Manager, at (323) 267-3101.

Very truly yours,



Tom Tindall
Director

c: County Counsel
Contractor Hearing Board Members

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

The basis for the proposed debarment recommendation is that Key Disposal, Inc. (Key) by and through its principals, John Katangian, Dan Katangian and Shelline Katangian (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; and (3) committed an act or omission which indicates a lack of business integrity or business honesty.

The Internal Services Department (ISD) will recommend a five year debarment for Key and its principals, John Katangian, President, Dan Katangian, Vice President, and Shelline Katangian.

A summary of the evidence to support the debarment recommendation is set forth below:

1. On March 13, 2013 the City of Los Angeles' (City) Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City in the amount of \$668,597.

On April 4, 2013, the County was made aware that Key could no longer provide waste hauling services in the City effective April 13, 2013. Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

The County is prepared to produce documentary evidence of the City's revocation of Key's waste hauling services permit.

2. On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's Facility Ancillary Services Master Agreement (FASMA) for default unless Key resolved the issue with the City within a five day period. The letter provided Key the opportunity to resolve the issue, and respond with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

The County is prepared to produce documentary evidence of its notification to Key of its intent to terminate Key's contract for default.

3. On April 8, 2013, Key responded to the letter stating that they did not believe that they would have the matter with the City resolved by April 13, 2013 and asking the County if it could assign the contract to another waste hauler. On April 9, 2013, ISD responded via written notification informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii)

**ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION**

it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

The County is prepared to produce documentary evidence of its correspondence with Key relating to its intent to terminate Key for default.

4. On April 9, 2013, ISD took action to ensure that waste hauling services were provided and avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new purchase orders to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall annual increase of \$33,558 over Key's prices.

The County is prepared to produce documentary evidence of (i) its actions taken to acquire waste hauling services in a short period of time, and (ii) the resultant increase in costs for the provision of waste hauling services.

5. Key violated terms of its contract with the County of Los Angeles including but not limited to: (i) 3.0, Work, (ii) 4.0 Term, and (iii) 8.5, Compliance with Applicable Law.

The County is prepared to produce documentary evidence demonstrating the terms of the County contract and the requirements of the applicable laws.

TAB 13



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2104
FAX: (323) 264-7135

June 26, 2013

To: Kathy Hanks, Chair
Contractor Hearing Board

From: Joe Sandoval, General Manager
Internal Services Department

Subject: **ADDITIONAL EVIDENCE – KEY DEBARMENT PROCEEDINGS –
JULY 3, 2013**

Enclosed for the Contractor Hearing Board's review is additional documentary evidence to be presented at the debarment on July 3, 2013.

Should you have any questions, please contact Luci Gutierrez at (323) 267-2905.

Attachments

c: Truc Moore, County Counsel

000119



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-3101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

June 5, 2013

TO: Mr. John Katangian
Key Disposal, Inc.

FROM: Yolanda Young
Internal Services Department (ISD)

SEND VIA E-MAIL AND
CERTIFIED U.S. MAIL

SUBJECT: **CONTRACTOR ALERT REPORTING DATABASE (CARD) PLACEMENT
NOTIFICATION**

This letter serves as notification that Key Disposal, Inc (Key) will be placed on the County of Los Angeles' Contractor Alert Reporting Database (CARD). CARD placement is a result of Key meeting one or more of five CARD criteria. The CARD criteria applicable to Key is checked below:

- ☐ Contractor owes the County for overpayments and/or questioned costs and has not entered into a repayment agreement or agreed to pay the County back, or has been referred to the Treasurer and Tax Collector for collection.
- ☐ Contractor has not taken the appropriate steps to correct significant documented instances of contract non-compliance in a timely manner.
- ☐ Contractor and/or principal owners are currently delinquent by other governmental entities (contractor/principal owners must notify the County when the delinquency period expires).
- ☒ Contractor has experienced financial, administrative, programmatic or legal issues that affect their ability to comply with the County contract requirements.
- ☐ County has imposed contractual remedies against the contractor for non-compliance with the County contract requirements.

CARD will be used when evaluating the performance history of a contractor participating in a County contract solicitation. Therefore, placement in CARD may negatively affect Key's score during future contract solicitation evaluations.

To avoid CARD placement, Key must respond with information demonstrating that Key should not be placed in CARD. This information is due by 5:00pm on Tuesday, June 18, 2013.

If you have any questions, please contact:

Yolanda Young, Division Manager
Internal Services Department
1100 North Eastern Ave., Room 101
Los Angeles, CA 90063
(323) 267-3101
yyoung@lscounty.gov

Luci Gutierrez

From: Yolanda Young
Sent: Tuesday, June 18, 2013 2:28 PM
To: Octavio Sahagun
Subject: FW: Key Disposal- C.A.R.D.

From: Eliza Tuason [<mailto:eliza.tuason@keydisposalinc.com>]
Sent: Tuesday, June 18, 2013 12:20 PM
To: Yolanda Young
Cc: Shelly; Key Disposal
Subject: Key Disposal- C.A.R.D.

Hello Yolanda,

We have been experiencing administrative and financial challenges when we lost half of our administrative employees without even a day notice. Accounts Payable, Billing, and Collections were affected but we have since assessed the issues and continued operating. This incident does not affect our ability to comply with the County contract requirements. Please feel free to contact me if you have any questions.

Thank you,

Eliza Tuason
Key Disposal, Inc.
1141 S. Taylor Ave.
Montebello, CA 90640
Ph: 323.721.5441
Fax: 323.721.8601
eliza.tuason@keydisposalinc.com



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, CA 90063

TOM TINDALL
Director

"To enrich lives through effective and caring service"

Telephone: (323) 267-3101
Fax: (323) 415-8884

June 26, 2013

Sent via Electronic and
Certified U.S. Mail

Eliza Tuason
Key Disposal, Inc.
1141 S. Taylor Ave.
Montebello, CA 90640

Dear Ms. Tuason:

CARD Placement Response
Facilities Ancillary Services Master Agreement (FASMA) #104017

The County of Los Angeles (County) is in receipt of your email indicating that Key Disposal, Inc. (Key) would be able to comply with the County's contract requirements. Your response did not provide sufficient information to demonstrate that Key should not be placed in the County's Contractor Alert Reporting Database (CARD). Therefore, effective immediately the County will be placing Key in CARD.

If you have any questions regarding this matter, please contact Octavio Salazar at (323) 267-2233.

Very truly yours,

Yolanda Young
Yolanda Young, Division Manager
Contracting Division

YY: os

c: Gerald Plummer
Lois Giron
John Katangian
Dan Katangian
Shelene Katangian



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

June 26, 2013

To: Kathy Hanks, Chair
Contractor Hearing Board

From: Joe Sandoval, General Manager
Internal Services Department

A handwritten signature in black ink, appearing to read "Joe Sandoval", is written over the "From:" line of the memo.

Subject: ADDITIONAL EVIDENCE – KEY DEBARMENT PROCEEDINGS –
JULY 3, 2013

Enclosed for the Contractor Hearing Board's review is additional documentary evidence to be presented at the debarment on July 3, 2013.

Should you have any questions, please contact Luci Gutierrez at (323) 267-2905.

Attachments

c: Truc Moore, County Counsel



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-3101
FAX: (323) 264-7135

"To enrich lives through effective and caring service"

June 5, 2013

TO: Mr. John Katangian
Key Disposal, Inc

SEND VIA E-MAIL AND
CERTIFIED U.S. MAIL

FROM: Yolanda Young
Internal Services Department (ISD)

SUBJECT: **CONTRACTOR ALERT REPORTING DATABASE (CARD) PLACEMENT
NOTIFICATION**

This letter serves as notification that Key Disposal, Inc (Key) will be placed on the County of Los Angeles' Contractor Alert Reporting Database (CARD). CARD placement is a result of Key meeting one or more of five CARD criteria. The CARD criteria applicable to Key is checked below:

- ☐ Contractor owes the County for overpayments and/or questioned costs and has not entered into a repayment agreement or agreed to pay the County back, or has been referred to the Treasurer and Tax Collector for collection.
- ☐ Contractor has not taken the appropriate steps to correct significant documented instances of contract non-compliance in a timely manner.
- ☐ Contractor and/or principal owners are currently debarred by other governmental entities (contractor/principal owners must notify the County when the debarment period expires).
- ☒ Contractor has experienced financial, administrative, programmatic or legal issues that affect their ability to comply with the County contract requirements.
- ☐ County has imposed contractual remedies against the contractor for non-compliance with the County contract requirements.

CARD will be used when evaluating the performance history of a contractor participating in a County contract solicitation. Therefore, placement in CARD may negatively affect Key's score during future contract solicitation evaluations.

To avoid CARD placement, Key must respond with information demonstrating that Key should not be placed in CARD. This information is due by 5:00pm on Tuesday, June 18, 2013.

If you have any questions, please contact:

Yolanda Young, Division Manager
Internal Services Department
1100 North Eastern Ave., Room 101
Los Angeles, CA 90063
(323) 267-3101

Luci Gutierrez

From: Yolanda Young
Sent: Tuesday, June 18, 2013 2:28 PM
To: Octavio Sahagun
Subject: FW: Key Disposal- C.A.R.D.

From: Eliza Tuason [mailto:eliza.tuason@keydisposal.com]
Sent: Tuesday, June 18, 2013 12:20 PM
To: Yolanda Young
Cc: Shelly; Key Disposal
Subject: Key Disposal- C.A.R.D.

Hello Yolanda,

We have been experiencing administrative and financial challenges when we lost half of our administrative employees without even a day notice. Accounts Payable, Billing, and Collections were affected but we have since assessed the issues and continued operating. This incident does not affect our ability to comply with the County contract requirements. Please feel free to contact me if you have any questions.

Thank you,

Eliza Tuason
Key Disposal, Inc.
1141 S. Taylor Ave.
Montebello, CA 90640
Ph: 323.721.5441
Fax: 323.721.8601
[mailto:eliza.tuason@keydisposal.com]



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, CA 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-3101
Fax: (323) 415-6654

June 26, 2013

Sent via Electronic and
Certified U.S. Mail

Eliza Tuason
Key Disposal, Inc.
1141 S. Taylor Ave.
Montebello, CA 90640

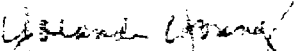
Dear Ms. Tuason:

**CARD Placement Response
Facilities Ancillary Services Master Agreement (FASMA) #104017**

The County of Los Angeles (County) is in receipt of your email indicating that Key Disposal, Inc. (Key) would be able to comply with the County's contract requirements. Your response did not provide sufficient information to demonstrate that Key should not be placed in the County's Contractor Alert Reporting Database (CARD). Therefore, effective immediately the County will be placing Key in CARD.

If you have any questions regarding this matter, please contact Octavio Sahagun at (323) 267-2233.

Very truly yours,


Yolanda Young, Division Manager
Contracting Division

YY: cs

c: Gerald Plummer
Lois Giron
John Katangian
Dan Katangian
Shelene Katangian

Attachment III



County of Los Angeles
CONTRACTOR HEARING BOARD

313 NORTH FIGUEROA STREET, 6th FLOOR EAST • LOS ANGELES, CALIFORNIA 90012

August 13, 2013

Tom Tindall, Director
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

Member Departments:
Chief Executive Office
Internal Services Department
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

Dear Mr. Tindall, Mr. John Katangian, Mr. Dan Katangian and Ms. Shelline Katangian:

**NOTICE OF TENTATIVE PROPOSED DECISION AND RECOMMENDATION
OF THE CONTRACTOR HEARING BOARD AND HEARING**

This letter is to transmit the attached tentative decision and recommendation of the Contractor Hearing Board (CHB) to debar Key Disposal, Inc. and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles from the date of the Board's approval.

You are hereby notified that a hearing with the CHB to consider written objections to CHB's tentative decision and recommendation will be held on:

Date: Thursday, August 29, 2013
Time: 3:30 p.m.
Place: Department of Health Services Administration Building
Sixth Floor, Room 607
313 North Figueroa Street
Los Angeles, CA 90012

Key and its principals, as well as the Internal Services Department (ISD) may submit objections to the tentative proposed decision of the CHB. All objections shall be made in writing and transmitted to the CHB (with a copy to the other party) at least five (5) days before the scheduled hearing. All objections must specify the portion(s) of the

Mr. Tom Tindall, et al.
August 13, 2013
Page 2

tentative proposed decision and recommendation and the basis for the objections. These objections shall be based on the tentative proposed decision. No new evidence or issues will be considered. If no objections are received by the CHB, the hearing will be canceled. The deadline for submission of written objections is 5:00 p.m. on Wednesday, August 21, 2013.

After conducting a hearing, or if the parties waived the right to a hearing on the proposed tentative decision, and after consideration of the written objections, the CHB may modify, correct or otherwise amend the proposed decision and recommendation as it deems appropriate. The CHB shall prepare the proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

If you have any questions regarding the meeting, please contact me at 213-240-7819 or at khanks@dhs.lacounty.gov

Sincerely,



KATHY K. HANKS, C.P.M., ACTING CHAIR
Contractor Hearing Board
Director, Contracts and Grants Division, Department of Health Services

KH:kh

Attachment

c: Norma Garcia, Deputy Director, Planning and Development Agency, Department of Parks and Recreation
Frank Cheng, Manager, Chief Executive Office
Yolanda Young, Division Manager, Internal Services Department
Elizabeth Friedman, Principal Deputy County Counsel, County Counsel
Truc L. Moore, Deputy County Counsel, County Counsel



Kathy Hanks Chair

County of Los Angeles CONTRACTOR HEARING BOARD

313 N FIGUEROA STREET SIXTH FLOOR EAST, LOS ANGELES CALIFORNIA 90012

September XX, 2013

Member Departments:
Internal Services Department
Chief Executive Office
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

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

Dear Supervisors:

DEBARMENT OF KEY DISPOSAL, INC.,
JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN
ALL DISTRICTS
(3-VOTES)

SUBJECT

Request for Board approval to adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board to debar Key Disposal, Inc. and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles from the date of the Board's approval as a consequence of what the Contractor Hearing Board found to be serious contract violations.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board (CHB) to debar Key Disposal, Inc. (Key) and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years, from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles (County) from the date of your Board's approval.
2. Instruct the Executive Officer to send notice to Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian, advising of the debarment action taken by the Board.
3. Instruct the Director of the Internal Services Department (ISD) to enter this

determination to debar Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended debarment action against the contractor, Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian is to ensure the County contracts only with responsible contractors who comply with the terms and conditions of their County contracts, and with any relevant Federal, State, and local laws.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Vision and Strategic Plan Goal One which supports shared values of accountability, integrity, and professionalism, efficient and effective service delivery, and envisions the County as the premier organization for those working in the public's interest with a pledge to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Not applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor Non-Responsibility and Debarment Ordinance

The Contractor Non-Responsibility and Debarment Ordinance, County Code Chapter 2 202, provides the County with the authority to terminate contracts and debar contractors when the County finds, in its discretion, that the contractor has engaged in certain acts, including any of the following:

- Violated a term of a contract with the County or a non-profit corporation created by the County;
- Committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on the same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty.

In considering debarment, the County may consider the seriousness and extent of the contractor's acts, omissions, patterns, or practices and any relevant mitigating factors.

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Contractor Hearing Board Responsibilities

County Code Chapter 2.202, the Contractor Non-Responsibility and Debarment Ordinance, established the CHB to provide an independent review of the contracting department's recommendation to debar a contractor. The regular membership of the CHB is comprised by a representative from the Chief Executive Office (CEO), ISD and the Department of Public Works (DPW). In addition, the CHB includes the departments of Health Services (DHS), Parks and Recreation (Parks) and Public Social Services as alternate member departments. In the event the debarment action is initiated by CEO, ISD, or DPW, the CHB member from the department bringing the debarment action will recuse himself/herself from any participation in the hearing. In this particular debarment hearing, ISD was bringing the debarment action and DPW did not sit on the CHB due to a potential conflict of interest. Therefore, the CHB representatives from Parks and DHS participated in the hearing and deliberations, and voted in this debarment hearing along with CEO. The DHS representative was elected by the participating members to serve as the acting chair for the CHB in these proceedings.

Background

In June 2013, ISD requested the CHB be convened to initiate debarment proceedings against Key and its principals, John Kataagian, Dan Katangian, and Shelline Katangian for:

- Violating a term of a contract with the County or a nonprofit corporation created by the County.
- Committing an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaging in a pattern or practice which negatively reflects on same; and
- Committing an act or offense which indicated a lack of business integrity or business honesty.

On June 18, 2013, ISD sent proper notice via a certified first class letter to Key and its principals, John Katangian, President of Key; Dan Katangian, Vice President of Key; and Shelline Katangian notifying them of ISD's intent to initiate debarment actions against Key, and its three principals, with a recommended debarment period of five years, at a hearing scheduled for July 3, 2013 at 9:30a.m. in the Kenneth Hahn Hall of Administration, Room 140A (Attachment I). Included in this correspondence was notice to the parties that they must confirm by written notice to ISD by June 25, 2013 of their intent to attend the debarment hearing and oppose the debarment recommendation.

Key and its principals did not confirm their attendance for the July 3, 2013 debarment

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hearing. They also did not appear at the July 3, 2013 debarment hearing and did not submit any documentation or a list of prospective witnesses to rebut any evidence presented at the debarment proceedings. As such, their decision not to respond was construed as a waiver by Key and its principals of all rights to a hearing before the CHB. ISD thus proceeded in their absence and placed an uncontested debarment recommendation before the CHB at the hearing on July 3, 2013. At that hearing, the CHB voted to recommend a five year contractor debarment of Key and its principals.

The hearing was publicly noticed, scheduled, and conducted on July 3, 2013, in the Kenneth Hahn Hall of Administration, Room 140A. The proceedings were digitally recorded and the recording is available upon request, as well as all documents entered into the record as exhibits during the hearing.

- Attachment II is a listing of the exhibits that were entered into the record.
- Attachment III is a listing of CHB members, ISD representatives, and participating lawyers from County Counsel.

SUMMARY OF EVIDENCE AND ARGUMENT

An ISD department representative presented evidence in the form of testimony, correspondence and supporting documentation demonstrating that Key and its principals breached the terms of the County agreement, including Sections 3.0, "Work" and 8.5, "Compliance with Applicable Laws".

Pertinent Facts and Evidence

On March 3, 2009, the Board approved the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to ISD and other County departments, with Key as one of the recommended vendors. On February 21, 2012, ISD awarded a purchase order (PO) agreement to Key for waste hauling services under the firm's FASMA at sixty (60) County owned/operated locations or court facilities for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine (9) locations were deleted from the PO agreement when services were no longer needed at those locations. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City of Los Angeles (City) and the remaining twenty eight (28) were in other areas within the County of Los Angeles.

On March 13, 2013, the City of Los Angeles' Department of Public Works, Bureau of Sanitation issued Board Report No. 2, titled "Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ.". The City report details a series of non-compliance instances by Key over the course of several years. Specifically, Key did not properly comply with City's municipal code requirements, including annual submission of complete waste hauler application

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renewal packages, gross receipt reporting and payment of fees. Key also resisted cooperating with required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011, but not for any period after that time.

A City audit in 2011 covering Key's operations from January 1, 2006 through December 31, 2007, determined that Key under reported gross receipts and therefore underpaid fees to the City. Key entered into a monthly payment plan with the City in June 2011 to pay outstanding audit fees of \$236,616.45. Key made sporadic monthly payments and some were returned for insufficient funds and a balance remains from this audit.

A subsequent City audit issued in January 2012 for the period January 1, 2008 through December 2010 indicted that Key had underreported their gross receipts and owed the City an additional \$441,175.51. The City made numerous attempts to collect the outstanding audit amounts from Key. However, Key did not honor the payment plan and continued its practice of making late payments, incomplete payments and payments returned for insufficient funds. Key owes outstanding audit balances and fees owed to the City in the amount of \$668,597.

With Issuance of the City report, Key's solid waste hauler permit was revoked by the City of Los Angeles' Board of Public Works. Key was given thirty (30) days to operate within the City during a post-revocation transition period. During this transition period, Key was required to notify their customers with waste hauling locations in the City that they should select alternative service providers.

On March 19, 2013, the City issued a Notice to permitted City waste haulers regarding the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works, and the opportunity to assist in providing waste hauling services to Key's former City customers by soliciting their business.

During the thirty (30) day post revocation period that commenced March 13, 2013, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

On April 4, 2013, the City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits. This was the first time that ISD was made aware that Key's waste hauling permit had been revoked by the City.

On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's FASMA #1104017 for default, upon Board approval, unless Key resolved the issues with the City within a five (5) day period. The letter provided Key the opportunity to resolve the issues, and respond to ISD with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

On the evening of April 8, 2013, Shelline Kantagian from Key responded to ISD's letter in an email stating that she did not believe that they would have the matter with the City resolved by April 13, 2013. Ms. Kantagian inquired if the County could assign the contract to another waste hauler (SVT Services) that she was making arrangements with to take over the work. ISD subsequently discovered that Ms. Kantagian was the President of SVT Services.

On April 9, 2013, ISD responded with a letter informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii) it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

Waste hauling is a health and safety issue and any lapse in services can have significant public health ramifications. On April 9, 2013, ISD took action to ensure that waste hauling services were provided at the fifty one (51) locations previously serviced by Key in order to avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four (4) days, awarded new PO agreements under existing FASMA's to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall increase of \$33,558 or thirty two percent (32%) higher than Key's price. The costs will be absorbed by the affected County departments, including the Department of Public Social Services (15 sites), Department of Community and Senior Services (12 sites), the Department of Mental Health (5 sites), Department of Public Works (3 sites), and various other departments or court facilities (16 sites). In addition, significant ISD staff time was required to obtain new contractors for waste hauling at all fifty one (51) locations within that four (4) day period.

ISD also presented testimony that during the transition period prior to the April 13, 2013 termination of Key's agreement, someone at Key initiated removal of some of the waste bins at several facilities. This required additional coordination on ISD's part with successor contractors to ensure replacement bins were available and there was no lapse in waste hauling services.

On June 5, 2013, ISD notified John Kantagian at Key via email and first class certified mail that that Key would be placed on the Los Angeles County Contractor Alert Reporting database (CARD) as a result of meeting one of the CARD criteria. Specifically, Key was found to have "experienced financial, administrative, programmatic or legal issues that affect their ability to comply with County contract requirements". The notice advised Key that to avoid CARD placement, Key must respond by 5 p.m. on June 18, 2013 with information demonstrating that Key should not be placed in CARD. At 2:28 p.m. on June 18, 2013, Key responded to ISD via email, but the information was not sufficient to demonstrate why Key should be placed in

CARD. ISD advised Key via letter on June 26, 2013 that Key would be placed in CARD immediately, which ISD did.

On June 18, 2013, the Board approved the termination of FASMA #1104017 with Key, in whole, for default, pursuant to Section 8.43, "Termination for Default" of the agreement, for violating agreement provisions, including but not limited to, Sections 3.0, "Work" and 8.5, "Compliance with Applicable Laws".

ISD confirmed with the City that as of the morning of the debarment hearing on July 3, 2013, Key was still in noncompliance with the City's requirements and the \$668,597 owed to the City remained outstanding.

ISD also indicated that since Key's FASMA had been terminated, Shelline Kantagian, representing herself as President of SVT Services, had submitted an application from SVT Services for a new FASMA.

Argument

During the debarment hearing, ISD presented testimony and written documentation to show the following:

Key violated terms of the contract with the County.

FASMA Section 3.0 "Work", Sub-paragraph 3.1 states: "Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services, and other work as set forth herein."

FASMA Section 8.5, "Compliance with Applicable Law", Sub-paragraph 8.5.1 states "In performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference."

The scope of the PO awarded to Key for waste hauling services under Key's FASMA initially covered sixty (60) locations for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine locations were deleted from the PO agreement. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City and the remaining twenty eight (28) in other areas within the County of Los Angeles. When the City revoked Key's waste hauling permit for failure to comply with the terms of its City permit, Key was no longer able to provide waste hauling services for any of these locations, including the twenty three (23) locations located within the County. Given Key's inability to provide the entirety of the contracted services for all fifty one (51) locations in the PO, Key was in violation of FASMA Section 3.0 "Work."

Further, Key was in violation of FASMA Section 8.5, "Compliance with Applicable Law", for failure to comply with City requirements for waste haulers, including those set forth in Section 66.32 of the City Code, and for failure to pay AB 939 (State of California's Integrated Waste Management Act of 1989) Compliance Fees. This was evidenced by the City's revocation of Key's waste hauling permit for noncompliance with the City's requirements."

Key and its principals committed an act or omission which negatively reflected on the contractor's quality, fitness, or capacity to perform a contract with the County.

Over the course of several years, Key did not comply with City's municipal code requirements including annual submission of complete waste hauler application renewal packages, gross receipt reporting, payment of fees, and resisted cooperating in contractually required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011 but for no periods after that time. City audits determined that Key under reported gross receipts and therefore underpaid fees to the City for approximately four years. Based on Key's relationship with the City, these acts appear to be intentional and negatively reflect on Key's ability to perform a contract with the County.

The City gave Key a thirty (30) day post revocation period that commenced March 13, 2013 in which to notify their customers of the revocation of their waste hauling permit in order for customers to make other arrangement for waste hauling for a smooth transition to compliant waste hauling firms. However, during this period, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City. It was only through the courtesy notice from the City to ISD on April 4, 2013 that ISD became aware that Key's permit was revoked.

ISD attempted to contact Key via phone and email but was unable to obtain any response until a letter was sent indicating that Key must cease to provide services April 13, 2013. Shelline Kantagian responded to ISD via email, noting that City issues wouldn't be resolved and that she had another hauler, SVT Services, taking over sites in the City and that SVT Services was in the process of obtaining a FASMA. ISD subsequently received a FASMA application from SVT services indicating that Shelline Kantagian, was President of SVT Services.

Key's lack of notice to ISD, the attempt to subcontract with another vendor and the fact that a Key principle, Shelline Kantagian, was attempting to obtain a FASMA for identical waste hauling services provided, further demonstrates that Key committed multiple acts and omissions which negatively reflected on the contractor's quality, fitness, or capacity to perform a contract with the County. In addition, Key's actions resulted in ISD initiating extraordinary efforts to replace the contracted services within a four day period in order to not create public health hazards at County facilities that not only serve County employees, but also service County constituents and patients. However, the

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change in contractors resulted in an increased and unanticipated annual cost to the County of \$33,558.

Key committed an act or offense which indicates a lack of business integrity or business honesty.

Key's actions and omissions, as well as their lack of responsiveness over the course of several years with the City show a pattern by Key and its principals of not taking responsibility for the firm's contractual commitments and actions. In addition, Key did not notify the County of the revocation of their City waste hauler permit and the firm's inability to provide waste hauling services at sites in the City. As of the date of the debarment hearing, Key has not made the City whole and has not had any discussions with ISD regarding their actions.

The County only does business with "responsible contractors" (County Code section 2.202.010). The purpose of the ordinance is to promote integrity in the County's contracting process. A non-responsible contractor is one which has displayed a lack of business ethics and business integrity, as demonstrated by Key and its principals

FINDINGS AND RECOMMENDED DECISION

After considering the evidence and arguments presented by ISD representatives, the CHB concluded that the following factors assisted them in reaching their decision for the debarment of Key and its principals John Katangian, Dan Katangian, and Shelline Katangian for a period of five years:

- *The frequency of incidents and/or duration of the wrongdoing*

Based on a preponderance of the evidence, the CHB found that there were ongoing acts and omissions in Key's contractual relationship with the City for several years.

- *Whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.*

Based on a preponderance of the evidence, the CHB concluded that Key and its principals continued over the course of several years to commit acts and omissions that resulted in continuing noncompliance with Key's City contract.

- *The actual or potential harm or impact that results or may result from the wrongdoing.*

As a result of Key's inability to perform their entire County contract due to the revocation of the firm's City waste hauling permit, ISD had to obtain successor

waste hauling contractors for fifty one (51) locations in the course of only four days. As a result, the County will incur \$33,558 in increased annual costs.

- *Whether a contractor has accepted responsibility for the wrongdoing, recognizes the seriousness of the misconduct that led to the cause for debarment, and has taken corrective action to cure the wrongdoing, including taking appropriate disciplinary actions against those responsible.*

With regards to the City, Key and its principals did not take any responsibility for Key's actions and did not correct the contractual noncompliance over the course of several years. Key gave ISD no advance notice of their waste hauler permit revocation and did not provide any response to ISD's notice of the debarment proceedings against Key.

- *Whether a contractor has cooperated fully with the involved public entities during the investigation and any court or administrative action.*

The CHB found that Key and its principals were uncooperative with the City although the City afforded Key with opportunities to correct their noncompliance. ISD also gave Key an opportunity to correct their noncompliance but Key was not forthcoming in taking corrective action.

- *The positions held by the individuals involved in the wrongdoing*

The CHB found that the wrongdoing was at the highest levels in this company. John Katangian is the President of Key; Dan Katangian is Vice President of Key; and Shelline Katangian is the Office Manager and an officer of Key.

Therefore, by unanimous vote, the CHB recommends to your Board that John Katangian, President of Key; Dan Katangian, Vice President of Key; and Shelline Katangian, an officer of Key, be debarred. By another separate unanimous vote, the CHB recommends debarment for a period of five years.

In making these recommendations, the CHB considered the contractor's lack of business integrity and honesty, and the multiple acts which negatively reflect on the contractor's quality, fitness, or capacity to perform a contract with the County.

IMPACT ON CURRENT PROJECTS

Not applicable.

CONCLUSION

Due to the foregoing, and to ensure that the County contracts only with responsible contractors who comply with all relevant laws, as well as the terms and conditions of

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Honorable Board of Supervisors
September XX, 2012
Page 11

their contracts, the CHB respectfully requests that your Board adopt the proposed findings, decision and recommendations relating to Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian.

Respectfully submitted,

Kathy K. Hanks, C.P.M.
Director, Department of Health Services Contracts and Grants
Acting Chair, Contractor Hearing Board

KH:kh

Attachments (3)

c: William T Fujioka, Chief Executive Officer
Tom Tindall, Director, Internal Services
John Kratli, County Counsel
John Katangian
Dan Katangian
Shelline Katangian

DRAFT

"To Enrich Lives Through Effective And Caring Service"

000140



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT
1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2101
FAX: (323) 415-8664

June 18, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

DEBARMENT PROCEEDINGS

The County of Los Angeles Internal Services Department (ISD) intends to initiate debarment proceedings against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key). The recommended debarment will be made pursuant to Los Angeles County Code Chapter 2-202, Determination of Contractor Non-Responsibility and Contractor Debarment.

You are hereby notified that the debarment hearing with the Contractor Hearing Board will be held on:

Date: Wednesday, July 3, 2013
Time: 9:30 a.m.
Place: Kenneth Hahn Hall of Administration,
TTC Conference Room 140A, First Floor
500 West Temple Street
Los Angeles, CA 90012

This notice specifies the basis for the debarment recommendation, the proposed period of debarment and a summary of evidence to support the recommendation, in Attachment A, incorporated herein by reference.

At the Contractor Hearing Board, you are entitled to appear and/or be represented by an attorney or other authorized representative to present evidence against a finding of

Mr. John Katangian, et al.
June 18, 2013
Page 2 of 2

debarment At the hearing, your representative may offer documentary evidence, present witnesses, and offer rebuttal evidence as authorized by the County code.

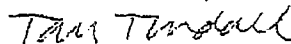
After the debarment hearing, the Contractor Hearing Board will prepare a proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

Key must submit a written confirmation to ISD indicating whether you and/or attorney or other authorized representative will be present at the debarment hearing. This confirmation must be sent to Ms. Yolanda Young, Contracts Division, 1100 N. Eastern Avenue, Los Angeles, CA 90063, no later than 5:00 p.m. on Tuesday, June 25, 2013. Failure to confirm the hearing date or otherwise response may result in waiving of all rights to a hearing before the Contractor Hearing Board.

If Key intends to contest the debarment at the Contractor Hearing Board, the department will provide you with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. If Key intends to present evidence against the proposed debarment, you must provide ISD with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. Each party must also provide the Contractor Hearing Board with five copies of each item they provided in the exchange. The deadline for the exchange of these documents is 5:00 p.m. on Wednesday, June 26, 2013.

If you have any questions, please contact Yolanda Young, Contracting Division Manager, at (323) 267-3101.

Very truly yours,



Tom Tindall
Director

c: County Counsel
Contractor Hearing Board Members

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

The basis for the proposed debarment recommendation is that Key Disposal, Inc. (Key) by and through its principals, John Katangian, Dan Katangian and Shelline Katangian (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; and (3) committed an act or omission which indicates a lack of business integrity or business honesty.

The Internal Services Department (ISD) will recommend a five year debarment for Key and its principals, John Katangian, President, Dan Katangian, Vice President, and Shelline Katangian.

A summary of the evidence to support the debarment recommendation is set forth below:

1. On March 13, 2013 the City of Los Angeles' (City) Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City in the amount of \$668,597.

On April 4, 2013, the County was made aware that Key could no longer provide waste hauling services in the City effective April 13, 2013. Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

The County is prepared to produce documentary evidence of the City's revocation of Key's waste hauling services permit.

2. On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's Facility Ancillary Services Master Agreement (FASMA) for default unless Key resolved the issue with the City within a five day period. The letter provided Key the opportunity to resolve the issue, and respond with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

The County is prepared to produce documentary evidence of its notification to Key of its intent to terminate Key's contract for default.

3. On April 8, 2013, Key responded to the letter stating that they did not believe that they would have the matter with the City resolved by April 13, 2013 and asking the County if it could assign the contract to another waste hauler. On April 9, 2013, ISD responded via written notification informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii)

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

The County is prepared to produce documentary evidence of its correspondence with Key relating to its intent to terminate Key for default.

4. On April 9, 2013, ISD took action to ensure that waste hauling services were provided and avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new purchase orders to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall annual increase of \$33,558 over Key's prices.

The County is prepared to produce documentary evidence of (i) its actions taken to acquire waste hauling services in a short period of time, and (ii) the resultant increase in costs for the provision of waste hauling services.

5. Key violated terms of its contract with the County of Los Angeles including but not limited to: (i) 3.0, Work, (ii) 4.0 Term, and (iii) 8.5, Compliance with Applicable Law.

The County is prepared to produce documentary evidence demonstrating the terms of the County contract and the requirements of the applicable laws.

DEBARMENT DOCUMENTARY EVIDENCE

Attachment II

KEY DISPOSAL, INC.

JULY 3, 2013

| DOCUMENTS | |
|-----------|--|
| 1 | March 3, 2009 - Board Letter - Request for approval and award of the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to Internal Services Department (ISD) and other County departments |
| 2 | February 21, 2012 - ISD purchase order agreement with Key Disposal, Inc. (Key) for waste hauling services for the period of February 21, 2012 through March 31, 2014. |
| 3 | March 13, 2013 - City of Los Angeles (City) Department of Public Works Bureau of Sanitation Board Report No. 2 - Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ. |
| 4 | March 19, 2013 - Notice to permitted City waste haulers of the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works. |
| 5 | April 4, 2013 - City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits. |
| 6 | April 8, 2013 - Notification letter from ISD to Key regarding termination of Key's Master Agreement #104017 for default upon Board approval, unless Key resolved the issue with the City by the date specified in the letter (April 12, 2013). |
| 7 | April 8, 2013 - Correspondence submitted by Key that they would not be able to resolve the matter with the City by April 13, 2013. |
| 8 | April 9, 2013 - Notification letter from ISD to Key confirming that Key shall cease to provide waste hauler services under its FASMA agreement effective April 13, 2013. |
| 9 | April 8 - 11, 2013 - Correspondence between ISD and FASMA vendors regarding transition of waste hauler services for facilities under contract with Key. |
| 10 | April 17, 2013 - Memorandum from ISD to the County Board of Supervisors (BOS) regarding termination of FASMA with Key and awarded waste hauling services to other FASMA vendors. |
| 11 | June 18, 2013 - BOS letter terminating FASMA (Agreement #104017) with Key, in whole, for default. |
| 12 | June 18, 2013 - Debarment Proceedings letter from ISD to Key. |
| 13 | June 26, 2013 - Additional Evidence regarding CARD placement. |
| 14 | Various Letters from City to Key dated from November 22, 2010 to February 22, 2012 regarding City audits, suspension of Key's waste haulers permit, notice of outstanding fees, settlement agreement and stipulated judgement, and nonreceipt of fees. |

PARTICIPANTS IN THE CONTRACTOR HEARING BOARD DEBARMENT PROCEEDINGS FOR

KEY DISPOSAL, INC.

AND

JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN

JULY 23, 2013 at 9:30 a.m.

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 140A
LOS ANGELES, CA 90012

CONTRACTOR HEARING BOARD

KATHY HANKS, ACTING CHAIR, DIRECTOR CONTRACTS AND GRANTS, DEPT. OF HEALTH SERVICES
NORMA GARCIA, DEPUTY DIRECTOR, PLANNING AND DEVELOPMENT AGENCY, PARKS AND RECREATION
FRANK CHENG, MANAGER, CHIEF EXECUTIVE OFFICE

KEY DISPOSAL, INC.

NO PARTICIPANTS

OFFICE OF COUNTY COUNSEL

TRUC MOORE, LEGAL ADVISOR TO THE CHB, DEPUTY COUNTY COUNSEL
ELIZABETH FRIEDMAN, LEGAL ADVISOR TO ISD, DEPUTY COUNTY COUNSEL

WITNESSES

YOLANDA YOUNG, DIVISION MANAGER, INTERNAL SERVICES DEPARTMENT

ALSO PRESENT

LUCI GUTIERREZ, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
GAYEE KAZARYAN, ANALYST, INTERNAL SERVICES DEPARTMENT
OCTAVIO SALAZAR, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
LORENA CALDEN, ANALYST, INTERNAL SERVICES DEPARTMENT
JERRY RAMIREZ, PRINCIPAL ANALYST, CHIEF EXECUTIVE OFFICE
FRANCISCO PEREZ, CONTRACT MANAGER, REGISTRAR RECORDER/COUNTY CLERK

Attachment IV



SVT SERVICES, INC.

Shelline Katangian

Tom Tindall, Director
Internal Services Department
1100 North Eastern Ave.
Los Angeles, CA 90063

RE: NOTICE OF TENTATIVE PROPOSED DECISION AND RECOMMENDATION OF THE CONTRACTOR HEARING BOARD AND HEARING

To Whom It May Concern:

I, Shelline Katangian, object to the proposed decision of the Contractor Hearing Board (CHB) to debar me from bidding on, being awarded and/or performing work on any contract for the County of Los Angeles as follows:

Objection: The CHB wrongly identifies me as a "principal" of Key Disposal, Inc. ("KDI") and thereby attempts to lump me into the debarment. I am not, nor have I ever been, an officer or director of KDI. Rather, my only position with KDI was as an office manager. I do not have authority to make decisions on behalf of KDI, nor have I ever held such authority. I recently opened and commenced operations of SVT Services, Inc. in an attempt to distance myself from KDI and my livelihood depends on the revenue generated by SVT Services, Inc. SVT Services, Inc. is in full compliance with all city and county requirements. I should not be punished for actions of KDI over which I had no control.

Objection: The finding by the CHB that I am a principal of KDI is conclusory and not supported by the facts mentioned in the Tentative Decision. The CHB claims that because I worked as an employee for KDI and subsequently took advantage of an opportunity to take over the business lost by KDI in Los Angeles somehow makes me a principal of KDI. Such a conclusion is repugnant to the law.

I am will to swear under oath that the foregoing facts are true and correct.

Dated: August 21, 2013

Shelline Katangian

11255 Hannaford Drive Tustin CA 92782 Telephone (714) 412-2932 Email: svtservicesinc@gmail.com

Attachment V



County of Los Angeles
CONTRACTOR HEARING BOARD
313 NORTH FIGUEROA STREET, 6 EAST • LOS ANGELES, CALIFORNIA 90012

September 6, 2013

Jim Jones, Acting Director
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

Member Departments:
Chief Executive Office
Internal Services Department
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

Dear Mr. Jones, Mr. John Katangian, Mr. Dan Katangian and Ms. Shelline Katangian:

NOTICE OF HEARING FOR CONTRACTOR HEARING BOARD (CHB)

You are hereby notified that the CHB will now hear Ms. Shelline Katangian's written objections received on August 22, 2013 to the CHB's tentative decision and recommendation in this matter. All parties have received a copy of the CHB's tentative decision and recommendation, as transmitted on August 13, 2013. Ms. Katangian has also provided all parties with a copy of her written objections. A hearing will be held on:

Date: Thursday, September 12, 2013
Time: 10:30 a.m.
Place: Chief Information Office
L.A. World Trade Center
Grand Conference Room
350 S. Figueroa St., Ste. 188
Los Angeles, CA 90071

After conducting a hearing, or if the parties waive the right to a hearing on the proposed tentative decision, and after consideration of the written objections, the CHB may modify, correct or otherwise amend the proposed decision and recommendation as it deems appropriate. The CHB shall prepare the proposed decision to the County Board

HOA.1008272.1

"To Enrich Lives through Effective And Caring Service"

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Mr. Jim Jones, et al.
September 6, 2013
Page 2

of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

If you have any questions regarding the meeting, please contact me at 213-240-7819 or at khanks@dhs.lacounty.gov.

Sincerely,



KATHY K. HANKS, C.P.M., ACTING CHAIR
Contractor Hearing Board
Director, Contracts and Grants Division, Department of Health Services

KH:kh

- c: Norma Garcia, Deputy Director, Planning and Development Agency, Department of Parks and Recreation
Frank Cheng, Manager, Chief Executive Office
Yolanda Young, Division Manager, Internal Services Department
Elizabeth Friedman, Principal Deputy County Counsel, County Counsel
Truc L. Moore, Senior Deputy County Counsel, County Counsel

Attachment VI

OBJECTION TO DEBARMENT DOCUMENTARY EVIDENCE

**RE:
SHELLINE KATANGIAN**

**HEARING
SEPTEMBER 12, 2013**

| EXHIBIT | DOCUMENTS |
|----------------|--|
| A | June 18, 2013: ISD Notice to Mr. John Katangian, Mr. Dan Katangian, Ms. Shelline Katangian, and Key Disposal, Inc. re Debarment Proceedings |
| B | August 13, 2013: Contractor Hearing Board Notice of Tentative Proposed Decision and Recommendation of the Contractor Hearing Board and Hearing to Mr. John Katangian, Mr. Dan Katangian, Ms. Shelline Katangian, and Key Disposal, Inc. |
| C | August 21, 2013: SVT Services, Inc. (Shelline Katangian) Notice of Tentative Proposed Decision and Recommendation of the Contractor Hearing Board and Hearing to ISD |
| D | September 6, 2013: Contractor Hearing Board Notice of Hearing for Contractor Hearing Board to ISD and Mr. John Katangian, Mr. Dan Katangian, Ms. Shelline Katangian, and Key Disposal, Inc. |
| E | Master Agreement No. I104017 By and Between County of Los Angeles internal services Department and Key Disposal, Inc. For Facility Ancillary Services |
| F | WebVen Vendor Lookup of Key Disposal, Inc. Vendor ID Number 51581601 |
| G | State of California Secretary of State Statement of Information for Key Disposal, Inc., a California Corporation dated May 2, 2005, Results of Search for Corporate Number C1046049, and Results Detail for Key Disposal, Inc. on California's Secretary of State's Business Filings Website |
| H | Copy of Key Disposal, Inc's check to Secretary of State with Signature of Shelline Katagnian dated April 2, 2008, check number 9089 |
| | |



TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2101
FAX: (323) 415-8664

June 18, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

DEBARMENT PROCEEDINGS

The County of Los Angeles Internal Services Department (ISD) intends to initiate debarment proceedings against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key). The recommended debarment will be made pursuant to Los Angeles County Code Chapter 2.202, Determination of Contractor Non-Responsibility and Contractor Debarment.

You are hereby notified that the debarment hearing with the Contractor Hearing Board will be held on:

Date: Wednesday, July 3, 2013
Time: 9:30 a.m.
Place: Kenneth Hahn Hall of Administration,
TTC Conference Room 140A, First Floor
500 West Temple Street
Los Angeles, CA 90012

This notice specifies the basis for the debarment recommendation, the proposed period of debarment and a summary of evidence to support the recommendation, in Attachment A, incorporated herein by reference.

At the Contractor Hearing Board, you are entitled to appear and/or be represented by an attorney or other authorized representative to present evidence against a finding of

Mr. John Katangian, et al.
June 18, 2013
Page 2 of 2

debarment. At the hearing, your representative may offer documentary evidence, present witnesses, and offer rebuttal evidence as authorized by the County code.

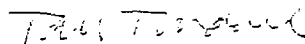
After the debarment hearing, the Contractor Hearing Board will prepare a proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

Key must submit a written confirmation to ISD indicating whether you and/or attorney or other authorized representative will be present at the debarment hearing. This confirmation must be sent to Ms. Yolanda Young, Contracts Division, 1100 N. Eastern Avenue, Los Angeles, CA 90063, no later than 5:00 p.m. on Tuesday, June 25, 2013. Failure to confirm the hearing date or otherwise response may result in waiving of all rights to a hearing before the Contractor Hearing Board.

If Key intends to contest the debarment at the Contractor Hearing Board, the department will provide you with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. If Key intends to present evidence against the proposed debarment, you must provide ISD with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. Each party must also provide the Contractor Hearing Board with five copies of each item they provided in the exchange. The deadline for the exchange of these documents is 5:00 p.m. on Wednesday, June 26, 2013.

If you have any questions, please contact Yolanda Young, Contracting Division Manager, at (323) 267-3101.

Very truly yours,



Tom Tindall
Director

c: County Counsel
Contractor Hearing Board Members

**ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION**

it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

The County is prepared to produce documentary evidence of its correspondence with Key relating to its intent to terminate Key for default.

4. On April 9, 2013, ISD took action to ensure that waste hauling services were provided and avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new purchase orders to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall annual increase of \$33,558 over Key's prices.

The County is prepared to produce documentary evidence of (i) its actions taken to acquire waste hauling services in a short period of time, and (ii) the resultant increase in costs for the provision of waste hauling services.

5. Key violated terms of its contract with the County of Los Angeles including but not limited to: (i) 3.0, Work, (ii) 4.0 Term, and (iii) 8.5, Compliance with Applicable Law.

The County is prepared to produce documentary evidence demonstrating the terms of the County contract and the requirements of the applicable laws.

**ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION**

The basis for the proposed debarment recommendation is that Key Disposal, Inc. (Key) by and through its principals, John Katangian, Dan Katangian and Shelline Katangian (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; and (3) committed an act or omission which indicates a lack of business integrity or business honesty.

The Internal Services Department (ISD) will recommend a five year debarment for Key and its principals, John Katangian, President, Dan Katangian, Vice President, and Shelline Katangian.

A summary of the evidence to support the debarment recommendation is set forth below:

1. On March 13, 2013 the City of Los Angeles' (City) Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City in the amount of \$668,597.

On April 4, 2013, the County was made aware that Key could no longer provide waste hauling services in the City effective April 13, 2013. Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

The County is prepared to produce documentary evidence of the City's revocation of Key's waste hauling services permit.

2. On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's Facility Ancillary Services Master Agreement (FASMA) for default unless Key resolved the issue with the City within a five day period. The letter provided Key the opportunity to resolve the issue, and respond with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

The County is prepared to produce documentary evidence of its notification to Key of its intent to terminate Key's contract for default.

3. On April 8, 2013, Key responded to the letter stating that they did not believe that they would have the matter with the City resolved by April 13, 2013 and asking the County if it could assign the contract to another waste hauler. On April 9, 2013, ISD responded via written notification informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii)



County of Los Angeles
CONTRACTOR HEARING BOARD
313 NORTH FIGUEROA STREET, 6th FLOOR EAST • LOS ANGELES, CALIFORNIA 90012

August 13, 2013

Tom Tindall, Director
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

Member Departments:
Chief Executive Office
Internal Services Department
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

Dear Mr. Tindall, Mr. John Katangian, Mr. Dan Katangian and Ms. Shelline Katangian:

**NOTICE OF TENTATIVE PROPOSED DECISION AND RECOMMENDATION
OF THE CONTRACTOR HEARING BOARD AND HEARING**

This letter is to transmit the attached tentative decision and recommendation of the Contractor Hearing Board (CHB) to debar Key Disposal, Inc. and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles from the date of the Board's approval.

You are hereby notified that a hearing with the CHB to consider written objections to CHB's tentative decision and recommendation will be held on:

Date: Thursday, August 29, 2013
Time: 3:30 p.m.
Place: Department of Health Services Administration Building
Sixth Floor, Room 607
313 North Figueroa Street
Los Angeles, CA 90012

Key and its principals, as well as the Internal Services Department (ISD) may submit objections to the tentative proposed decision of the CHB. All objections shall be made in writing and transmitted to the CHB (with a copy to the other party) at least five (5) days before the scheduled hearing. All objections must specify the portion(s) of the

Mr. Tom Tindall, et al.
August 13, 2013
Page 2

tentative proposed decision and recommendation and the basis for the objections. These objections shall be based on the tentative proposed decision. No new evidence or issues will be considered. If no objections are received by the CHB, the hearing will be canceled. The deadline for submission of written objections is 5:00 p.m. on Wednesday, August 21, 2013.

After conducting a hearing, or if the parties waived the right to a hearing on the proposed tentative decision, and after consideration of the written objections, the CHB may modify, correct or otherwise amend the proposed decision and recommendation as it deems appropriate. The CHB shall prepare the proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

If you have any questions regarding the meeting, please contact me at 213-240-7819 or at khanks@dhs.lacounty.gov

Sincerely,



KATHY K. HANKS, C.P.M., ACTING CHAIR
Contractor Hearing Board

Director, Contracts and Grants Division, Department of Health Services

KH:kh

Attachment

c: Norma Garcia, Deputy Director, Planning and Development Agency, Department of Parks and Recreation
Frank Cheng, Manager, Chief Executive Office
Yolanda Young, Division Manager, Internal Services Department
Elizabeth Friedman, Principal Deputy County Counsel, County Counsel
Truc L. Moore, Deputy County Counsel, County Counsel



Kathy Hanks Chair

County of Los Angeles
CONTRACTOR HEARING BOARD

313 N FIGUEROA STREET SIXTH FLOOR EAST, LOS ANGELES CALIFORNIA 90012

September XX, 2013

Member Departments:
Internal Services Department
Chief Executive Office
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

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

Dear Supervisors:

DEBARMENT OF KEY DISPOSAL, INC.,
JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN
ALL DISTRICTS
(3-VOTES)

SUBJECT

Request for Board approval to adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board to debar Key Disposal, Inc. and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles from the date of the Board's approval as a consequence of what the Contractor Hearing Board found to be serious contract violations.

IT IS RECOMMENDED THAT THE BOARD:

1. Adopt the proposed findings, decision, and recommendations of the Contractor Hearing Board (CHB) to debar Key Disposal, Inc. (Key) and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years, from bidding on, being awarded, and/or performing work on any contracts for the County of Los Angeles (County) from the date of your Board's approval.
2. Instruct the Executive Officer to send notice to Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian, advising of the debarment action taken by the Board.
3. Instruct the Director of the Internal Services Department (ISD) to enter this

determination to debar Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian, for a period of five years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended debarment action against the contractor, Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian is to ensure the County contracts only with responsible contractors who comply with the terms and conditions of their County contracts, and with any relevant Federal, State, and local laws.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Vision and Strategic Plan Goal One which supports shared values of accountability, integrity, and professionalism, efficient and effective service delivery, and envisions the County as the premier organization for those working in the public's interest with a pledge to sustain essential County services through proactive and prudent fiscal policies and stewardship.

FISCAL IMPACT/FINANCING

Not applicable.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Contractor Non-Responsibility and Debarment Ordinance

The Contractor Non-Responsibility and Debarment Ordinance, County Code Chapter 2 202, provides the County with the authority to terminate contracts and debar contractors when the County finds, in its discretion, that the contractor has engaged in certain acts, including any of the following:

- Violated a term of a contract with the County or a non-profit corporation created by the County;
- Committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on the same; or
- Committed an act or omission which indicates a lack of business integrity or business honesty.

In considering debarment, the County may consider the seriousness and extent of the contractor's acts, omissions, patterns, or practices and any relevant mitigating factors.

"To Enrich Lives Through Effective And Caring Service"

Contractor Hearing Board Responsibilities

County Code Chapter 2.202, the Contractor Non-Responsibility and Debarment Ordinance, established the CHB to provide an independent review of the contracting department's recommendation to debar a contractor. The regular membership of the CHB is comprised by a representative from the Chief Executive Office (CEO), ISD and the Department of Public Works (DPW). In addition, the CHB includes the departments of Health Services (DHS), Parks and Recreation (Parks) and Public Social Services as alternate member departments. In the event the debarment action is initiated by CEO, ISD, or DPW, the CHB member from the department bringing the debarment action will recuse himself/herself from any participation in the hearing. In this particular debarment hearing, ISD was bringing the debarment action and DPW did not sit on the CHB due to a potential conflict of interest. Therefore, the CHB representatives from Parks and DHS participated in the hearing and deliberations, and voted in this debarment hearing along with CEO. The DHS representative was elected by the participating members to serve as the acting chair for the CHB in these proceedings.

Background

In June 2013, ISD requested the CHB be convened to initiate debarment proceedings against Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian for:

- Violating a term of a contract with the County or a nonprofit corporation created by the County.
- Committing an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaging in a pattern or practice which negatively reflects on same; and
- Committing an act or offense which indicated a lack of business integrity or business honesty.

On June 18, 2013, ISD sent proper notice via a certified first class letter to Key and its principals, John Katangian, President of Key; Dan Katangian, Vice President of Key; and Shelline Katangian notifying them of ISD's intent to initiate debarment actions against Key, and its three principals, with a recommended debarment period of five years, at a hearing scheduled for July 3, 2013 at 9:30a.m. in the Kenneth Hahn Hall of Administration, Room 140A (Attachment I). Included in this correspondence was notice to the parties that they must confirm by written notice to ISD by June 25, 2013 of their intent to attend the debarment hearing and oppose the debarment recommendation.

Key and its principals did not confirm their attendance for the July 3, 2013 debarment

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hearing. They also did not appear at the July 3, 2013 debarment hearing and did not submit any documentation or a list of prospective witnesses to rebut any evidence presented at the debarment proceedings. As such, their decision not to respond was construed as a waiver by Key and its principals of all rights to a hearing before the CHB. ISD thus proceeded in their absence and placed an uncontested debarment recommendation before the CHB at the hearing on July 3, 2013. At that hearing, the CHB voted to recommend a five year contractor debarment of Key and its principals.

The hearing was publicly noticed, scheduled, and conducted on July 3, 2013, in the Kenneth Hahn Hall of Administration, Room 140A. The proceedings were digitally recorded and the recording is available upon request, as well as all documents entered into the record as exhibits during the hearing.

- Attachment II is a listing of the exhibits that were entered into the record.
- Attachment III is a listing of CHB members, ISD representatives, and participating lawyers from County Counsel.

SUMMARY OF EVIDENCE AND ARGUMENT

An ISD department representative presented evidence in the form of testimony, correspondence and supporting documentation demonstrating that Key and its principals breached the terms of the County agreement, including Sections 3.0, "Work" and 8.5, "Compliance with Applicable Laws".

Pertinent Facts and Evidence

On March 3, 2009, the Board approved the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to ISD and other County departments, with Key as one of the recommended vendors. On February 21, 2012, ISD awarded a purchase order (PO) agreement to Key for waste hauling services under the firm's FASMA at sixty (60) County owned/operated locations or court facilities for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine (9) locations were deleted from the PO agreement when services were no longer needed at those locations. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City of Los Angeles (City) and the remaining twenty eight (28) were in other areas within the County of Los Angeles.

On March 13, 2013, the City of Los Angeles' Department of Public Works, Bureau of Sanitation issued Board Report No. 2, titled "Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ." The City report details a series of non-compliance instances by Key over the course of several years. Specifically, Key did not properly comply with City's municipal code requirements, including annual submission of complete waste hauler application

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renewal packages, gross receipt reporting and payment of fees. Key also resisted cooperating with required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011, but not for any period after that time.

A City audit in 2011 covering Key's operations from January 1, 2006 through December 31, 2007, determined that Key under reported gross receipts and therefore underpaid fees to the City. Key entered into a monthly payment plan with the City in June 2011 to pay outstanding audit fees of \$236,616.45. Key made sporadic monthly payments and some were returned for insufficient funds and a balance remains from this audit.

A subsequent City audit issued in January 2012 for the period January 1, 2008 through December 2010 indicted that Key had underreported their gross receipts and owed the City an additional \$441,175.51. The City made numerous attempts to collect the outstanding audit amounts from Key. However, Key did not honor the payment plan and continued its practice of making late payments, incomplete payments and payments returned for insufficient funds. Key owes outstanding audit balances and fees owed to the City in the amount of \$668,597.

With issuance of the City report, Key's solid waste hauler permit was revoked by the City of Los Angeles' Board of Public Works. Key was given thirty (30) days to operate within the City during a post-revocation transition period. During this transition period, Key was required to notify their customers with waste hauling locations in the City that they should select alternative service providers.

On March 19, 2013, the City issued a Notice to permitted City waste haulers regarding the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works, and the opportunity to assist in providing waste hauling services to Key's former City customers by soliciting their business.

During the thirty (30) day post revocation period that commenced March 13, 2013, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

On April 4, 2013, the City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits. This was the first time that ISD was made aware that Key's waste hauling permit had been revoked by the City.

On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's FASMA #104017 for default, upon Board approval, unless Key resolved the issues with the City within a five (5) day period. The letter provided Key the opportunity to resolve the issues, and respond to ISD with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

On the evening of April 8, 2013, Shelline Kantagian from Key responded to ISD's letter in an email stating that she did not believe that they would have the matter with the City resolved by April 13, 2013. Ms. Kantagian inquired if the County could assign the contract to another waste hauler (SVT Services) that she was making arrangements with to take over the work. ISD subsequently discovered that Ms. Kantagian was the President of SVT Services.

On April 9, 2013, ISD responded with a letter informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii) it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

Waste hauling is a health and safety issue and any lapse in services can have significant public health ramifications. On April 9, 2013, ISD took action to ensure that waste hauling services were provided at the fifty one (51) locations previously serviced by Key in order to avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four (4) days, awarded new PO agreements under existing FASMA's to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall increase of \$33,558 or thirty two percent (32%) higher than Key's price. The costs will be absorbed by the affected County departments, including the Department of Public Social Services (15 sites), Department of Community and Senior Services (12 sites), the Department of Mental Health (5 sites), Department of Public Works (3 sites), and various other departments or court facilities (16 sites). In addition, significant ISD staff time was required to obtain new contractors for waste hauling at all fifty one (51) locations within that four (4) day period.

ISD also presented testimony that during the transition period prior to the April 13, 2013 termination of Key's agreement, someone at Key initiated removal of some of the waste bins at several facilities. This required additional coordination on ISD's part with successor contractors to ensure replacement bins were available and there was no lapse in waste hauling services.

On June 5, 2013, ISD notified John Katangian at Key via email and first class certified mail that that Key would be placed on the Los Angeles County Contractor Alert Reporting database (CARD) as a result of meeting one of the CARD criteria. Specifically, Key was found to have "experienced financial, administrative, programmatic or legal issues that affect their ability to comply with County contract requirements". The notice advised Key that to avoid CARD placement, Key must respond by 5 p.m. on June 18, 2013 with information demonstrating that Key should not be placed in CARD. At 2:28 p.m. on June 18, 2013, Key responded to ISD via email, but the information was not sufficient to demonstrate why Key should be placed in

CARD. ISD advised Key via letter on June 26, 2013 that Key would be placed in CARD immediately, which ISD did.

On June 18, 2013, the Board approved the termination of FASMA #104017 with Key, in whole, for default, pursuant to Section 8.43, "Termination for Default" of the agreement, for violating agreement provisions, including but not limited to, Sections 3.0, "Work" and 8.5, "Compliance with Applicable Laws".

ISD confirmed with the City that as of the morning of the debarment hearing on July 3, 2013, Key was still in noncompliance with the City's requirements and the \$668,597 owed to the City remained outstanding.

ISD also indicated that since Key's FASMA had been terminated, Shelline Kantagian, representing herself as President of SVT Services, had submitted an application from SVT Services for a new FASMA.

Argument

During the debarment hearing, ISD presented testimony and written documentation to show the following:

Key violated terms of the contract with the County.

FASMA Section 3.0 "Work", Sub-paragraph 3.1 states: "Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein."

FASMA Section 8.5, "Compliance with Applicable Law", Sub-paragraph 8.5.1 states "In performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference."

The scope of the PO awarded to Key for waste hauling services under Key's FASMA initially covered sixty (60) locations for the period of February 21, 2012 through March 31, 2014. In mid-2012, nine locations were deleted from the PO agreement. Of the remaining fifty one (51) waste hauling locations, twenty three (23) were located within the City and the remaining twenty eight (28) in other areas within the County of Los Angeles. When the City revoked Key's waste hauling permit for failure to comply with the terms of its City permit, Key was no longer able to provide waste hauling services for any of these locations, including the twenty three (23) locations located within the County. Given Key's inability to provide the entirety of the contracted services for all fifty one (51) locations in the PO, Key was in violation of FASMA Section 3.0 "Work."

Further, Key was in violation of FASMA Section 8.5, "Compliance with Applicable Law", for failure to comply with City requirements for waste haulers, including those set forth in Section 66.32 of the City Code, and for failure to pay AB 939 (State of California's Integrated Waste Management Act of 1989) Compliance Fees. This was evidenced by the City's revocation of Key's waste hauling permit for noncompliance with the City's requirements."

Key and its principals committed an act or omission which negatively reflected on the contractor's quality, fitness, or capacity to perform a contract with the County.

Over the course of several years, Key did not comply with City's municipal code requirements including annual submission of complete waste hauler application renewal packages, gross receipt reporting, payment of fees, and resisted cooperating in contractually required City audits. In addition, Key didn't pay City business taxes for the period 2008-2010. Business taxes were paid by Key for 2011 but for no periods after that time. City audits determined that Key under reported gross receipts and therefore underpaid fees to the City for approximately four years. Based on Key's relationship with the City, these acts appear to be intentional and negatively reflect on Key's ability to perform a contract with the County.

The City gave Key a thirty (30) day post revocation period that commenced March 13, 2013 in which to notify their customers of the revocation of their waste hauling permit in order for customers to make other arrangement for waste hauling for a smooth transition to compliant waste hauling firms. However, during this period, Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City. It was only through the courtesy notice from the City to ISD on April 4, 2013 that ISD became aware that Key's permit was revoked.

ISD attempted to contact Key via phone and email but was unable to obtain any response until a letter was sent indicating that Key must cease to provide services April 13, 2013. Shelline Kantagian responded to ISD via email, noting that City issues wouldn't be resolved and that she had another hauler, SVT Services, taking over sites in the City and that SVT Services was in the process of obtaining a FASMA. ISD subsequently received a FASMA application from SVT services indicating that Shelline Kantagian, was President of SVT Services.

Key's lack of notice to ISD, the attempt to subcontract with another vendor and the fact that a Key principle, Shelline Kantagian, was attempting to obtain a FASMA for identical waste hauling services provided, further demonstrates that Key committed multiple acts and omissions which negatively reflected on the contractor's quality, fitness, or capacity to perform a contract with the County. In addition, Key's actions resulted in ISD initiating extraordinary efforts to replace the contracted services within a four day period in order to not create public health hazards at County facilities that not only serve County employees, but also service County constituents and patients. However, the

change in contractors resulted in an increased and unanticipated annual cost to the County of \$33,558.

Key committed an act or offense which indicates a lack of business integrity or business honesty.

Key's actions and omissions, as well as their lack of responsiveness over the course of several years with the City show a pattern by Key and its principals of not taking responsibility for the firm's contractual commitments and actions. In addition, Key did not notify the County of the revocation of their City waste hauler permit and the firm's inability to provide waste hauling services at sites in the City. As of the date of the debarment hearing, Key has not made the City whole and has not had any discussions with ISD regarding their actions.

The County only does business with "responsible contractors" (County Code section 2.202.010). The purpose of the ordinance is to promote integrity in the County's contracting process. A non-responsible contractor is one which has displayed a lack of business ethics and business integrity, as demonstrated by Key and its principals.

FINDINGS AND RECOMMENDED DECISION

After considering the evidence and arguments presented by ISD representatives, the CHB concluded that the following factors assisted them in reaching their decision for the debarment of Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian for a period of five years:

- *The frequency of incidents and/or duration of the wrongdoing.*

Based on a preponderance of the evidence, the CHB found that there were ongoing acts and omissions in Key's contractual relationship with the City for several years.

- *Whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.*

Based on a preponderance of the evidence, the CHB concluded that Key and its principals continued over the course of several years to commit acts and omissions that resulted in continuing noncompliance with Key's City contract.

- *The actual or potential harm or impact that results or may result from the wrongdoing.*

As a result of Key's inability to perform their entire County contract due to the revocation of the firm's City waste hauling permit, ISD had to obtain successor

waste hauling contractors for fifty one (51) locations in the course of only four days. As a result, the County will incur \$33,558 in increased annual costs.

- *Whether a contractor has accepted responsibility for the wrongdoing, recognizes the seriousness of the misconduct that led to the cause for debarment, and has taken corrective action to cure the wrongdoing, including taking appropriate disciplinary actions against those responsible.*

With regards to the City, Key and its principals did not take any responsibility for Key's actions and did not correct the contractual noncompliance over the course of several years. Key gave ISD no advance notice of their waste hauler permit revocation and did not provide any response to ISD's notice of the debarment proceedings against Key.

- *Whether a contractor has cooperated fully with the involved public entities during the investigation and any court or administrative action.*

The CHB found that Key and its principals were uncooperative with the City although the City afforded Key with opportunities to correct their noncompliance. ISD also gave Key an opportunity to correct their noncompliance but Key was not forthcoming in taking corrective action.

- *The positions held by the individuals involved in the wrongdoing*

The CHB found that the wrongdoing was at the highest levels in this company. John Katangian is the President of Key; Dan Katangian is Vice President of Key; and Shelline Katangian is the Office Manager and an officer of Key.

Therefore, by unanimous vote, the CHB recommends to your Board that John Katangian, President of Key; Dan Katangian, Vice President of Key; and Shelline Katangian, an officer of Key, be debarred. By another separate unanimous vote, the CHB recommends debarment for a period of five years.

In making these recommendations, the CHB considered the contractor's lack of business integrity and honesty, and the multiple acts which negatively reflect on the contractor's quality, fitness, or capacity to perform a contract with the County.

IMPACT ON CURRENT PROJECTS

Not applicable.

CONCLUSION

Due to the foregoing, and to ensure that the County contracts only with responsible contractors who comply with all relevant laws, as well as the terms and conditions of

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Honorable Board of Supervisors
September XX, 2012
Page 11

their contracts, the CHB respectfully requests that your Board adopt the proposed findings, decision and recommendations relating to Key and its principals, John Katangian, Dan Katangian, and Shelline Katangian.

Respectfully submitted,

Kathy K. Hanks, C.P.M.
Director, Department of Health Services Contracts and Grants
Acting Chair, Contractor Hearing Board

KH:kh

Attachments (3)

c: William T Fujioka, Chief Executive Officer
Tom Tindall, Director, Internal Services
John Kratli, County Counsel
John Katangian
Dan Katangian
Shelline Katangian

DRAFT

"To Enrich Lives Through Effective And Caring Service"

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TOM TINDALL
Director

County of Los Angeles
INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2101
FAX: (323) 415-8654

June 18, 2013

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc
1141 S. Taylor Avenue
Montebello, CA 90640

DEBARMENT PROCEEDINGS

The County of Los Angeles Internal Services Department (ISD) intends to initiate debarment proceedings against Key Disposal, Inc., and Mr. John Katangian, Mr. Dan Katangian, and Ms. Shelline Katangian, as individuals (collectively referred to as Key). The recommended debarment will be made pursuant to Los Angeles County Code Chapter 2-202, Determination of Contractor Non-Responsibility and Contractor Debarment.

You are hereby notified that the debarment hearing with the Contractor Hearing Board will be held on:

Date: Wednesday, July 3, 2013
Time: 9:30 a.m.
Place: Kenneth Hahn Hall of Administration,
TTC Conference Room 140A, First Floor
500 West Temple Street
Los Angeles, CA 90012

This notice specifies the basis for the debarment recommendation, the proposed period of debarment and a summary of evidence to support the recommendation, in Attachment A, incorporated herein by reference.

At the Contractor Hearing Board, you are entitled to appear and/or be represented by an attorney or other authorized representative to present evidence against a finding of

Mr. John Katangian, et al.
June 18, 2013
Page 2 of 2

debarment At the hearing, your representative may offer documentary evidence, present witnesses, and offer rebuttal evidence as authorized by the County code.

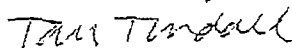
After the debarment hearing, the Contractor Hearing Board will prepare a proposed decision to the County Board of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

Key must submit a written confirmation to ISD indicating whether you and/or attorney or other authorized representative will be present at the debarment hearing. This confirmation must be sent to Ms. Yolanda Young, Contracts Division, 1100 N. Eastern Avenue, Los Angeles, CA 90063, no later than 5:00 p.m. on Tuesday, June 25, 2013. Failure to confirm the hearing date or otherwise response may result in waiving of all rights to a hearing before the Contractor Hearing Board.

If Key intends to contest the debarment at the Contractor Hearing Board, the department will provide you with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. If Key intends to present evidence against the proposed debarment, you must provide ISD with a list of prospective witnesses and copies of all documentary evidence at least five (5) days prior to the scheduled hearing. Each party must also provide the Contractor Hearing Board with five copies of each item they provided in the exchange. The deadline for the exchange of these documents is 5:00 p.m. on Wednesday, June 26, 2013.

If you have any questions, please contact Yolanda Young, Contracting Division Manager, at (323) 267-3101.

Very truly yours,



Tom Tindall
Director

c: County Counsel
Contractor Hearing Board Members

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

The basis for the proposed debarment recommendation is that Key Disposal, Inc. (Key) by and through its principals, John Katangian, Dan Katangian and Shelline Katangian (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County or engaged in a pattern or practice which negatively reflects on same; and (3) committed an act or omission which indicates a lack of business integrity or business honesty

The Internal Services Department (ISD) will recommend a five year debarment for Key and its principals, John Katangian, President, Dan Katangian, Vice President, and Shelline Katangian.

A summary of the evidence to support the debarment recommendation is set forth below:

1. On March 13, 2013 the City of Los Angeles' (City) Public Works Board approved the revocation of Key's waste hauling services permit effective April 13, 2013 due to Key's failure to comply with their contractual requirements, including but not limited to outstanding fees owed to the City in the amount of \$668,597.

On April 4, 2013, the County was made aware that Key could no longer provide waste hauling services in the City effective April 13, 2013. Key gave no advance notice to the County that it could not perform contractually required waste hauling services in the City.

The County is prepared to produce documentary evidence of the City's revocation of Key's waste hauling services permit.

2. On April 8, 2013, ISD sent written notification to Key of its intent to terminate Key's Facility Ancillary Services Master Agreement (FASMA) for default unless Key resolved the issue with the City within a five day period. The letter provided Key the opportunity to resolve the issue, and respond with information demonstrating that the issue had been resolved, by Friday, April 12, 2013.

The County is prepared to produce documentary evidence of its notification to Key of its intent to terminate Key's contract for default.

3. On April 8, 2013, Key responded to the letter stating that they did not believe that they would have the matter with the City resolved by April 13, 2013 and asking the County if it could assign the contract to another waste hauler. On April 9, 2013, ISD responded via written notification informing Key that (i) since the contractual agreement was with Key, the County would not approve the assignment of a contractor other than Key to provide contracted services, and (ii)

ATTACHMENT A
BASIS FOR PROPOSED DEBARMENT RECOMMENDATION AND
SUMMARY OF EVIDENCE TO SUPPORT THE RECOMMENDATION

it must cease to provide waste hauler services under its FASMA effective April 13, 2013. The letter further informed Key that the County would only pay for services rendered by Key up to and including April 12, 2013.

The County is prepared to produce documentary evidence of its correspondence with Key relating to its intent to terminate Key for default.

4. On April 9, 2013, ISD took action to ensure that waste hauling services were provided and avoid interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and, within four days, awarded new purchase orders to transition the waste hauling services to the second lowest bidder for each of the affected locations. This resulted in an overall annual increase of \$33,558 over Key's prices.

The County is prepared to produce documentary evidence of (i) its actions taken to acquire waste hauling services in a short period of time, and (ii) the resultant increase in costs for the provision of waste hauling services.

5. Key violated terms of its contract with the County of Los Angeles including but not limited to: (i) 3.0, Work, (ii) 4.0 Term, and (iii) 8.5, Compliance with Applicable Law.

The County is prepared to produce documentary evidence demonstrating the terms of the County contract and the requirements of the applicable laws.

DEBARMENT DOCUMENTARY EVIDENCE

Attachment II

KEY DISPOSAL, INC.

JULY 3, 2013

| | DOCUMENTS |
|----|--|
| 1 | March 3, 2009 - Board Letter - Request for approval and award of the Facility Ancillary Services Master Agreement (FASMA) with qualified vendors to provide services to Internal Services Department (ISD) and other County departments |
| 2 | February 21, 2012 - ISD purchase order agreement with Key Disposal, Inc. (Key) for waste hauling services for the period of February 21, 2012 through March 31, 2014. |
| 3 | March 13, 2013 - City of Los Angeles (City) Department of Public Works Bureau of Sanitation Board Report No. 2 - Request for the Revocation of Key's Solid Waste Hauling Permit (Number 09-076) for Failure to Comply with the Terms and Conditions of its Permit and with the Requirements of LAMC 66.32, ET SEQ. |
| 4 | March 19, 2013 - Notice to permitted City waste haulers of the revocation of Key's Solid Waste Hauler Permit, Number 09-076 by the Board of Public Works. |
| 5 | April 4, 2013 - City notified ISD that Key's waste hauling services permit with the City was being revoked effective April 13, 2013, and that Key would no longer be allowed to conduct services within the City limits |
| 6 | April 8, 2013 - Notification letter from ISD to Key regarding termination of Key's Master Agreement #1104017 for default upon Board approval, unless Key resolved the issue with the City by the date specified in the letter (April 12, 2013). |
| 7 | April 8, 2013 - Correspondence submitted by Key that they would not be able to resolve the matter with the City by April 13, 2013. |
| 8 | April 9, 2013 - Notification letter from ISD to Key confirming that Key shall cease to provide waste hauler services under its FASMA agreement effective April 13, 2013 |
| 9 | April 8 - 11, 2013 - Correspondence between ISD and FASMA vendors regarding transition of waste hauler services for facilities under contract with Key |
| 10 | April 17, 2013 - Memorandum from ISD to the County Board of Supervisors (BOS) regarding termination of FASMA with Key and awarded waste hauling services to other FASMA vendors |
| 11 | June 18, 2013 - BOS letter terminating FASMA (Agreement #1104017) with Key, in whole, for default. |
| 12 | June 18, 2013 - Debarment Proceedings letter from ISD to Key |
| 13 | June 26, 2013 - Additional Evidence regarding CARD placement |
| 14 | Various Letters from City to Key dated from November 22, 2010 to February 22, 2012 regarding City audits, suspension of Key's waste haulers permit, notice of outstanding fees, settlement agreement and stipulated judgement, and nonreceipt of fees. |

PARTICIPANTS IN THE CONTRACTOR HEARING BOARD DEBARMENT PROCEEDINGS FOR

KEY DISPOSAL, INC.

AND

JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN

JULY 23, 2013 at 9:30 a.m.

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 140A
LOS ANGELES, CA 90012

CONTRACTOR HEARING BOARD

KATHY HANKS, ACTING CHAIR, DIRECTOR CONTRACTS AND GRANTS, DEPT OF HEALTH SERVICES
NORMA GARCIA, DEPUTY DIRECTOR, PLANNING AND DEVELOPMENT AGENCY, PARKS AND RECREATION
FRANK CHENG, MANAGER, CHIEF EXECUTIVE OFFICE

KEY DISPOSAL, INC.

NO PARTICIPANTS

OFFICE OF COUNTY COUNSEL

TRUC MOORE, LEGAL ADVISOR TO THE CHB, DEPUTY COUNTY COUNSEL
ELIZABETH FRIEDMAN, LEGAL ADVISOR TO ISD, DEPUTY COUNTY COUNSEL

WITNESSES

YOLANDA YOUNG, DIVISION MANAGER, INTERNAL SERVICES DEPARTMENT

ALSO PRESENT

LUCI GUTIERREZ, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
GAYEE KAZARYAN, ANALYST, INTERNAL SERVICES DEPARTMENT
OCTAVIO SALAZAR, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
LORENA CALDEN, ANALYST, INTERNAL SERVICES DEPARTMENT
JERRY RAMIREZ, PRINCIPAL ANALYST, CHIEF EXECUTIVE OFFICE
FRANCISCO PEREZ, CONTRACT MANAGER, REGISTRAR RECORDER/COUNTY CLERK



SVT SERVICES, INC.

Shelline Katangian

Tom Tindall, Director
Internal Services Department
1100 North Eastern Ave.
Los Angeles, CA 90063

RE: NOTICE OF TENTATIVE PROPOSED DECISION AND RECOMMENDATION OF THE CONTRACTOR HEARING BOARD
AND HEARING

To Whom It May Concern:

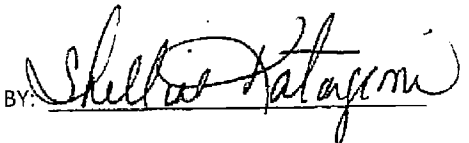
I, Shelline Katangian, object to the proposed decision of the Contractor Hearing Board (CHB) to debar me from bidding on, being awarded and/or performing work on any contract for the County of Los Angeles as follows:

Objection: The CHB wrongly identifies me as a "principal" of Key Disposal, Inc. ("KDI") and thereby attempts to lump me into the debarment. I am not, nor have I ever been, an officer or director of KDI. Rather, my only position with KDI was as an office manager. I do not have authority to make decisions on behalf of KDI, nor have I ever held such authority. I recently opened and commenced operations of SVT Services, Inc. in an attempt to distance myself from KDI and my livelihood depends on the revenue generated by SVT Services, Inc. SVT Services, Inc. is in full compliance with all city and county requirements. I should not be punished for actions of KDI over which I had no control.

Objection: The finding by the CHB that I am a principal of KDI is conclusory and not supported by the facts mentioned in the Tentative Decision. The CHB claims that because I worked as an employee for KDI and subsequently took advantage of an opportunity to take over the business lost by KDI in Los Angeles somehow makes me a principal of KDI. Such a conclusion is repugnant to the law.

I am will to swear under oath that the foregoing facts are true and correct.

Dated: August 21, 2013

BY: 

Shelline Katangian

11255 Hannaford Drive Tustin CA 92782 Telephone (714) 412-2932 Email: svt-services-inc@gmail.com



County of Los Angeles
CONTRACTOR HEARING BOARD

313 NORTH FIGUEROA STREET, 6 EAST • LOS ANGELES, CALIFORNIA 90012

September 6, 2013

Jim Jones, Acting Director
Internal Services Department
1100 North Eastern Avenue
Los Angeles, California 90063

Mr. John Katangian
Mr. Dan Katangian
Ms. Shelline Katangian
Key Disposal, Inc.
1141 S. Taylor Avenue
Montebello, CA 90640

Member Departments:
Chief Executive Office
Internal Services Department
Department of Public Works

Alternate Member Departments:
Department of Health Services
Department of Parks and Recreation
Department of Public Social Services

Dear Mr. Jones, Mr. John Katangian, Mr. Dan Katangian and Ms. Shelline Katangian:

NOTICE OF HEARING FOR CONTRACTOR HEARING BOARD (CHB)

You are hereby notified that the CHB will now hear Ms. Shelline Katangian's written objections received on August 22, 2013 to the CHB's tentative decision and recommendation in this matter. All parties have received a copy of the CHB's tentative decision and recommendation, as transmitted on August 13, 2013. Ms. Katangian has also provided all parties with a copy of her written objections. A hearing will be held on:

Date: Thursday, September 12, 2013
Time: 10:30 a.m.
Place: Chief Information Office
L.A. World Trade Center
Grand Conference Room
350 S. Figueroa St., Ste. 188
Los Angeles, CA 90071

After conducting a hearing, or if the parties waive the right to a hearing on the proposed tentative decision, and after consideration of the written objections, the CHB may modify, correct or otherwise amend the proposed decision and recommendation as it deems appropriate. The CHB shall prepare the proposed decision to the County Board

HOA.1008272.1

"To Enrich Lives through Effective And Caring Service"

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Mr. Jim Jones, et al.
September 6, 2013
Page 2

of Supervisors (Board). This decision will include a recommendation on whether or not to debar you and/or Key and, if so, the appropriate length of time for debarment. The Board may, in its discretion, limit any further hearing to the presentation of evidence not previously heard. The Board has the right to modify, deny, or adopt the Contractor Hearing Board's proposed decision and recommendation. Any debarment finding shall become final upon the approval by the Board.

If you have any questions regarding the meeting, please contact me at 213-240-7819 or at khanks@dhs.lacounty.gov.

Sincerely,



KATHY K. HANKS, C.P.M., ACTING CHAIR
Contractor Hearing Board
Director, Contracts and Grants Division, Department of Health Services

KH:kh

- c: Norma Garcia, Deputy Director, Planning and Development Agency, Department of Parks and Recreation
Frank Cheng, Manager, Chief Executive Office
Yolanda Young, Division Manager, Internal Services Department
Elizabeth Friedman, Principal Deputy County Counsel, County Counsel
Truc L. Moore, Senior Deputy County Counsel, County Counsel



MASTER AGREEMENT NO. 1104017

BY AND BETWEEN

COUNTY OF LOS ANGELES

INTERNAL SERVICES DEPARTMENT

AND

KEY DISPOSAL, INC.

FOR

FACILITY ANCILLARY SERVICES

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STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
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- D JURY SERVICE ORDINANCE
- E SAFELY SURRENDERED BABY LAW
- F CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT
- G CONTRACTOR'S FASMA STATEMENT OF QUALIFICATIONS SUBMITTAL FORM

**MASTER AGREEMENT NO. 1104017
BETWEEN
COUNTY OF LOS ANGELES,
INTERNAL SERVICES DEPARTMENT
AND
KEY DISPOSAL, INC.
FOR
FACILITY ANCILLARY SERVICES**

This Master Agreement and Exhibits made and entered into this 26 day of March 2009 by and between the County of Los Angeles, Internal Services Department hereinafter referred to as County and Key Disposal, Inc. hereinafter referred to as Contractor, to provide Facility Ancillary Services.

RECITALS

WHEREAS, the County may contract with private businesses for Facility Ancillary Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing rubbish removal and disposal services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of Internal Services Department or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F and G are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Contractor Acknowledgement and Confidentiality Agreement
- 1.7 EXHIBIT G - Contractor's FASMA Statement of Qualifications Submittal Form

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following

words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contractor Project Manager:** Person designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.2 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.3 **County Project Director:** Person designated by Director with authority to approve all Purchase Order solicitations and executions.
- 2.4 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.5 **County's Purchase Order Directors:** Responsible for coordinating and monitoring the Purchase Order.
- 2.6 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 **Director:** Director of Internal Services Department.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Purchase Orders.
- 2.10 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Internal Services Department.
- 2.11 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.12 Service Categories

The areas of specialization, and the associated skills and experience, described in *Exhibit G* hereof, which comprise the Services that COUNTY will be soliciting from Qualified Contractors during the Term of this Master Agreement. The MAPD, or designee, may add or delete Service Categories at any time during the term of this Master Agreement (see Subparagraph 6.1).

2.13 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.

2.14 Statement of Work: A written description of tasks and/or deliverables desired by County for a specific Purchase Order.

2.15 Total Maximum Amount

The maximum monetary amount specified as payable on a Purchase Order.

2.16 Purchase Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Purchase Order shall result from bids, solicited by and tendered to County, by Qualified Contractors. Unless otherwise specified in the Purchase Order Solicitation, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Purchase Order. No work shall be performed by Contractors except in accordance with validly bid and executed Purchase Orders. No Purchase Order may change and/or contradict the Master Agreement. Each Purchase Order is controlled by the terms and conditions of the Master Agreement.

2.17 Purchase Order Solicitation: Competitive solicitation containing the Statement of Work, evaluation factors and other relevant information necessary to bid on a Purchase Order. The Purchase

Order Solicitation shall be sent to Qualified Contractors in the respective service categories.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Purchase Order shall include a Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a time and materials basis, subject to the Total Maximum Amount specified on each individual Purchase Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Purchase Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Purchase Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Purchase Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Purchase Order solicitation, County shall issue a Purchase Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Purchase Order.
- 3.5 Upon completion of evaluations, County shall execute the Purchase Order by and through the Internal Services Department staff with the

lowest cost Qualified Contractor unless the Purchase Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Purchase Orders are awarded to some Master Agreement Qualified Contractors. Purchase Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Purchase Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Purchase Order is only extended through the end of the fiscal year, County may either rebid the Purchase Order tasks or extend the Purchase Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Purchase Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Purchase Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Purchase Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within any 12-month period, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.43, Termination For Default.
- 3.8 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Purchase Orders. Contractor shall be solely responsible for payments to Contractor

personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Purchase Order.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on March 31, 2012 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 Notwithstanding any other provisions of this Paragraph 4.0, any Purchase Order issued hereunder prior to the expiration date of this Master Agreement which has a Purchase Order expiration date later than the Master Agreement expiration date shall automatically extend such Master Agreement expiration date up to one hundred eighty (180) days or to the Purchase Order expiration date, whichever occurs first. Such extended Master Agreement expiration date shall apply only to such Purchase Order and shall not extend such date for any other purpose whatsoever, including issuing new Purchase Orders and/or extending any other Purchase Order(s).
- 4.3 The County shall have the sole option to extend the Master Agreement term for up to three (3) two-year periods for a maximum total Master Agreement term of nine (9) years. Each such option and extension shall be exercised at the sole discretion of the Director of Internal Services Department or his/her designee as authorized by the Board of Supervisors.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Internal Services Department at the address herein provided in *Exhibit A*.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Purchase Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Internal Services Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/Termination of Master Agreement**
- Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment

from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Purchase Order monthly.

5.4.2 Payment for all work shall be on a Time and Materials basis, subject to the Total Maximum Amount specified in each Purchase Order less any amounts assessed in accordance with sub-paragraph 8.25, Liquidated Damages.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.4 All work performed by, and all invoices submitted by, Contractor pursuant to Purchase Orders issued hereunder must receive the written approval of County's Purchase Order Director, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement shall be submitted to the address(es) set forth in the applicable Purchase Order.

5.4.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Purchase Order.

Time and Materials Purchase Order:

Each invoice submitted by Contractor shall specify:

- Purchase Order and Contractor's Master Agreement numbers;
- Period of performance of work being invoiced;

- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Purchase Order; and
- Total amount of the invoice.

5.4.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY
COUNTY ADMINISTRATION**

A listing of all County Administration referenced in the following subparagraphs are designated in *Exhibit A*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Internal Services Department and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Purchase Order solicitations and executions.

6.3 County's Purchase Order Director

A Purchase Order Director will be assigned for each Purchase Order by County's Project Director.

6.3.1 The responsibilities of the Purchase Order Director include:

- ensuring that the technical standards and task requirements articulated in the individual Purchase Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation,

and materials as may be reasonably required by Contractor to perform Purchase Orders;

- coordinating and monitoring the work of Contractor personnel assigned to the Purchase Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Purchase Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Purchase Order Directors are not authorized to make any changes in Purchase Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Purchase Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit B*.

The Contractor shall notify the County in writing of any

change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Purchase Order Directors on a regular basis with respect to all active Purchase Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B*. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to

leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the term of this Master Agreement, the County may require that all Contractor's staff performing work under this Master Agreement undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.5.2 If the Contractor's staff does not pass the background clearance investigation, the County may request that the Contractor's staff be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor

or to Contractor's staff any information obtained through the County's background clearance investigation.

7.5.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification, if any, of Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected

by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.6.4 Contractor shall before performing services covered by this Contract sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", *Exhibit F1*.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of Internal Services Department or his/her designee.

8.1.2 The Director of Internal Services Department or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of Internal Services Department or his/her designee.

8.1.3 Addition of Service Categories

An Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of Internal Services Department or his/her designee to add or delete Service Categories.

8.1.4 Changes to Subsequent Purchase Orders

For any changes which affect the Statement of Work, time-and-material rates or deliverable prices, performance period, or assignment of Contractor Personnel for a Purchase Order, a Purchase Order Amendment shall be prepared, and executed by the County's MAPD or his/her designee

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or

assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all

requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.4.1 Within fifteen (15) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules,

regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury

service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor

shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully

influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

**8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for

Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the

Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request

is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely

Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall

obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain at its own expense, insurance coverage satisfying the requirements herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from the performance of its work pursuant to this Agreement.

8.23.1 Evidence of Coverage and Notice to County:

A Certificate(s) of insurance coverage satisfactory to County, and a copy of the Additional Insured endorsement confirming County has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below; this information shall be provided prior to commencing services under this Agreement.

Renewal certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates.

The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, financial rating, disclose the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Certificates and copies of any required endorsements shall be sent to:

Internal Services Department
Contracts Section
1100 N Eastern Ave., Room 101
Los Angeles, CA 90063

8.23.2 Notice of Incidents, Claims or Suits: Contractor also shall promptly report to County any injury or property damage accident or incident, and any third party claim or suit filed against Contractor or any Sub-Contractor, which relates to the contracted work and may result in the filing of a claim or lawsuit against Contractor and/or County. This includes any injury to a Contractor's employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor.

8.23.3 Additional Insured Status and Scope of Coverage: The "County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers" shall be provided insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County's additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.4 Cancellation of Insurance: Contractor's insurance policies shall provide, and Certificates shall specify, that County will receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten

(10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.23.5 Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and suspend or terminate this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively and without further notice to Contractor, County may elect, but is not obligated to, purchase the Required Insurance, and County shall have the right to charge Contractor for the cost of procuring such coverage or may deduct such cost from any sums due to Contractor. County's failure to demand certificates, endorsements or other evidence of the Required insurance shall not be construed as a waiver by County of the Contractor's obligation to maintain the Required Insurance.

8.23.6 Insurer Financial Ratings: Coverage shall be provided by insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.23.7 Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.23.8 Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby releases the County, and waives its rights of recovery against County under all the Required Insurance, for any loss arising from the work performed by

the Contractor pursuant to this Agreement, unless such loss is caused by the County's acts or omissions. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such release and waiver.

8.23.9 Sub-Contractor Insurance Coverage Requirements:

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.23.10 Deductibles and Self-Insured Retentions (SIRs):

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.23.11 Claims Made Coverage: If any part of the Required

Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Such coverage shall be maintained, and

evidence of such coverage provided, for a period of not less than three (3) years following termination or cancellation of this Agreement.

8.23.12 Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which "follow form" over the underlying primary policies, to satisfy the Required Insurance provisions. All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision.

8.23.13 Alternative Risk Financing Programs: Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance is subject to County's prior review and approval. County shall be designated as an Additional Covered Party under any approved program.

8.23.14 County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures. The County may modify the Required Insurance provisions through administrative action without execution of a formal amendment to this Agreement.

8.24 INSURANCE COVERAGE REQUIREMENTS

The following insurance coverage is required for all service categories.

8.24.1 Commercial General Liability: Insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |

8.24.2 Automobile Liability: Insurance (providing scope of coverage equivalent to ISO form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the use of any auto utilized by the Contractor pursuant to the contracted work, including owned, leased, hired, and/or non-owned autos, as applicable.

Auto Liability policies carried by the Contractors listed below also shall provide the increased limits and/or include the additional provisions, as indicated:

Moving, Relocation and Storage Services, and All Waste and Rubbish Contractors: Contractors providing such services shall carry motor vehicle liability coverage compliant with all applicable federal and state financial responsibility requirements, however, in no event shall any such Contractor carry limits less than \$2 million for each single accident.

All Abatement and Remediation Contractors, Duct Cleaning Services, Pest Control and Termite Extermination, Roofing Services and all Waste and Rubbish Contractors: Contractors providing services including transport of pollutants shall also maintain Pollution Liability Coverage with limits of not less than \$2 million per occurrence, providing scope of coverage equivalent to ISO policy form

CA 99 48 or its equivalent. Such coverage shall pay claims for bodily injury, property damage, and for cleanup costs (including 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.

8.24.3 Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employment organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Errors and Omissions (E&O): With the exception of Rubbish Removal & Disposal Service Contractors, all Contractors shall maintain E&O insurance covering Contractor's performance of work pursuant to this Agreement with limits of not less than \$1 million per claim and \$2 million aggregate. Such insurance shall provide coverage equivalent in scope to that specified in RFSQ Appendix A - Exhibit 1, and shall not contain exclusions for bodily injury or property damage claims.

8.24.5 Property Coverage: Moving, Relocation and Storage Services Contractors, and who take County owned or

leased Property into their care, custody and control also shall carry property insurance with coverage at least as broad as that provided by the ISO special causes of loss (CP 10 30) form. The County shall be named as an Additional Insured and Loss Payee as its interests may appear. Automobiles, mobile equipment and recycled equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value. Deductibles exceeding 5% shall require County's prior review and approval.

8.24.6 Crime Coverage: Moving, Relocation and Storage Services

Contractors who take County owned or leased property into their care, custody and control also shall carry a Fidelity Bond or Crime Insurance policy with limits of not less than \$50,000 per occurrence. Such employee dishonesty coverage shall apply to loss of valuable property entrusted by County to Contractor, and apply to all Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such property. The County shall be named as an Additional Insured and Loss Payee as its interests may appear. Insurance shall include third party fidelity coverage and shall not contain a requirement for an arrest and/or conviction.

8.24.7 Contractors Pollution Liability: With the exception of Parking Consultant Service Contractors, all other Contractors shall maintain Contractors Pollution Liability coverage with limits of not less than \$1 million each occurrence and \$2 million aggregate. Such insurance shall include completed operations coverage and name County as an additional insured.

8.25 LIQUIDATED DAMAGES

8.25.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be

deducted from the County's payment to the Contractor;
and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in sub-paragraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 COUNTY REMEDIES

The remedies set forth in this Paragraph 8.26, Certain County Remedies, are provided for County's benefit and use only and are non-exclusive and cumulative.

8.26.1 Remedies for Failure to Perform or Poor/Marginal Performance by Contractor

8.26.1.1 Contractors who fail to perform or provide poor/marginal performance on County projects, shall be notified in writing by the designated County Project Manager. Such notification shall include the area(s) of failure to perform or

poor/marginal performance, including but not limited to delays in the progress of the project, as well as the corrective actions or remedies required by County.

8.26.1.2 Should Contractor not meet the corrective action plan and/or show no progress or progress is not meeting the Project Manager's approval, MAPD may apply one form or another of remedy to Contractor, including but not limited to suspension of submitting a solicitation on one or more Service Categories and/or future Purchase Orders for a fixed period of time, or for a fixed number of solicitations.

8.26.1.3 Should the failure to perform or provide poor/marginal performance of Contractor persist, County's MAPD, may terminate this Master Agreement as provided for under Paragraph 8.43, Termination for Default, of this Master Agreement.

8.26.1.4 The remedy set forth in this Subparagraph 8.26.1, Remedies for Failure to Perform or Poor/Marginal Performance by Contractor, is not exclusive and its application shall not be construed as a waiver of any other remedy provided by law or as set forth in this Master Agreement.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the

State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.28

NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the

and that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.

- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as

liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Internal Services Department, or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits A, County's Administration and B, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Internal Services Department or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting

records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not

inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the

term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the

Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Internal Services Department
Contracts Section
1100 N Eastern Ave., Room 101
Los Angeles, CA 90063

before any subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 County may terminate this Master Agreement, and any Purchase Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Purchase Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Purchase Order shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Purchase Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Purchase Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period

as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Master Agreement, including any Purchase Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the

Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master

Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any 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 the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

8.51.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

- 8.51.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 8.51.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 8.51.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Purchase Order to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the Purchase Order amount and what the County's costs would have been if the Purchase Order had been properly awarded;
 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Purchase Order; and
 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

AUTHORIZATION OF MASTER AGREEMENT FOR
FACILITY ANCILLARY SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Internal Services Department or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this 26 day of March, 2009

COUNTY OF LOS ANGELES

By Uplander Young
Director
Internal Services Department

By Key Disposal Inc.
Contractor
Signed: Jeha Katargian
Printed: Jeha Katargian
Title: President

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel
By [Signature]
Deputy County Counsel

AUTHORIZATION OF MASTER AGREEMENT FOR FACILITY ANCILLARY SERVICES

**MASTER AGREEMENT FOR
FACILITY ANCILLARY SERVICES**

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FORM**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. 1104017

COUNTY MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: Yolanda Young
Title: Contracts Division Manager
Address: 1100 N. Eastern Ave., Los Angeles, CA 90063
Telephone: (323) 267-3101
Facsimile: (323) 415-8664
E-Mail Address: Yyoung@isd.lacounty.gov

COUNTY PROJECT DIRECTOR:

Name: Gerry Plummer, C.P.M.
Title: Acting Manager, Purchasing Division
Purchasing & Contract Services
Address: 1100 N. Eastern Ave., Los Angeles, CA 90063
Telephone: (323) 267-2670
Facsimile: (323) 415-8673
E-Mail Address: gplummer@isd.lacounty.gov

COUNTY PURCHASE ORDER DIRECTOR:

Name: Various
Title:
Address:
Telephone:
E-Mail Address:

COUNTY PROJECT MANAGER:

Name: Bernie Ramsey, C.P.M.
Title: Principal Purchasing & Contracts Analyst
Address: 1100 N. Eastern Ave., Los Angeles, CA 90063
Telephone: (323) 267-2906
Facsimile: (323) 415-8664
E-Mail Address: bramsey@isd.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. 1704017

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: Shelline Katangian
 Title: office mgr.
 Address: 1141 S. Taylor Ave. Montebello, CA. 90640
mailing PO Box 459 Montebello, CA. 90640
 Telephone: (323) 721-5441
 Facsimile: (323) 721-8601
 E-Mail Address: key-disposal@sbcglobal.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: John Katangian / Shelline Katangian
 Title: President / office mgr
 Address: 1141 S. Taylor Avenue Montebello, CA. 90640
PO Box 459 Montebello, CA. 90640
 Telephone: (323) 721-5441
 Facsimile: (323) 721-8601
 E-Mail Address: key-disposal@sbcglobal.net

Name: Dan Katangian
 Title: Vice President
 Address: 1141 S. Taylor Avenue Montebello CA. 90640
PO Box 459 Montebello, CA 90640
 Telephone: (323) 721-5441
 Facsimile: (323) 721-8601
 E-Mail Address: key-disposal@sbcglobal.net

Notices to Contractor shall be sent to the following address:

Name: John Katangian
 Title: President
 Address: 1141 S. Taylor Avenue Montebello, CA. 90640
PO Box 459 Montebello, CA. 90640
 Telephone: (323) 721-5441
 Facsimile: (323) 721-8601
 E-Mail Address: key-disposal@sbcglobal.net

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S EEO CERTIFICATION

Koufman & Sons, Inc.
 Contractor Name
1141 S. Taylor Avenue Montebello, CA 90640
 Address
95-3626952
 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, 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.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes ☒ No ☐
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes ☒ No ☐
3. The Contractor 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 Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes ☒ No ☐

John Katangian / President
 Authorized Official's Printed Name and Title

[Signature]
 Authorized Official's Signature

12/26/08
 Date

VENDOR'S EEO CERTIFICATION

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.030
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with 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
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a 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. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

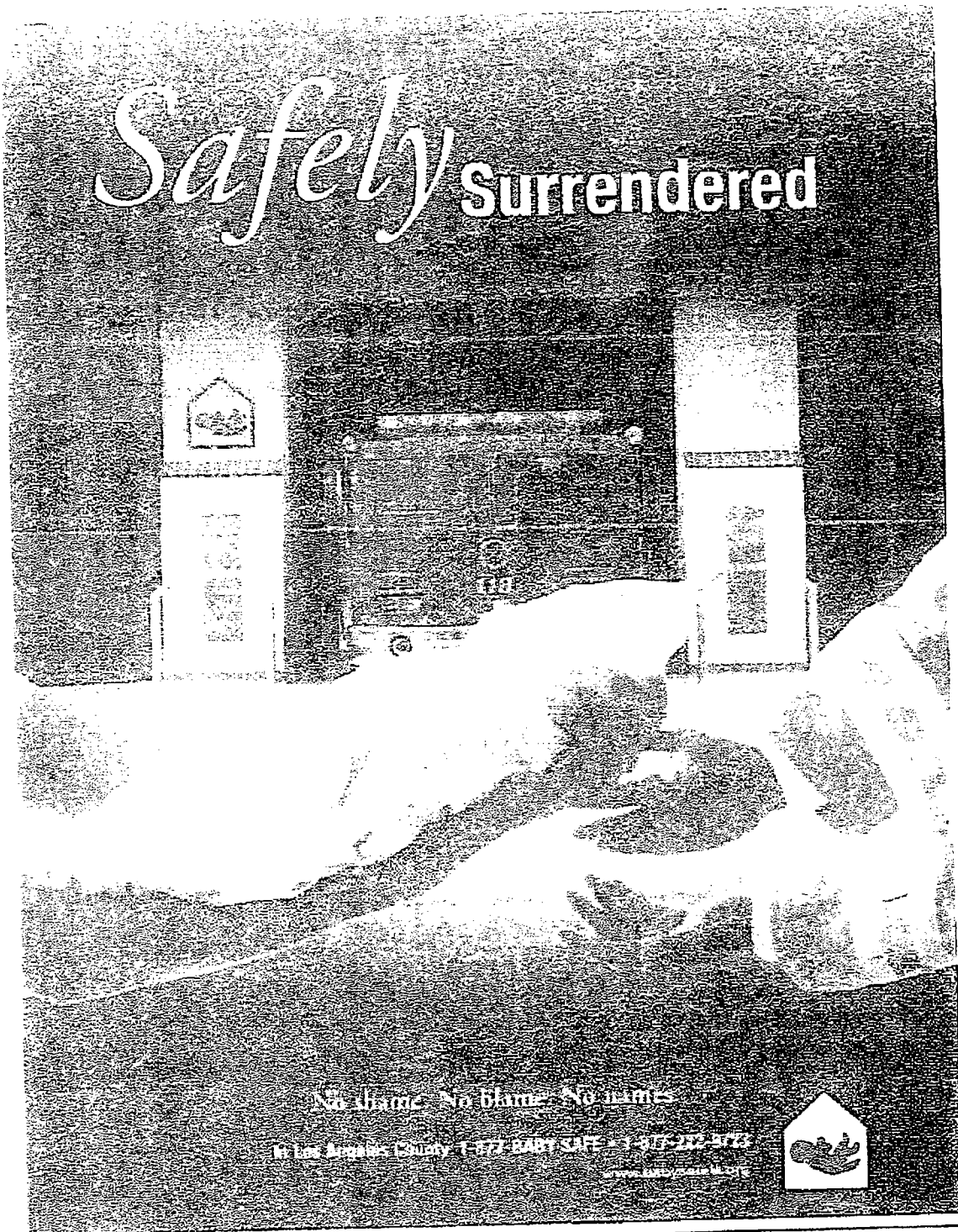
- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. 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. 2002-0015 § 1 (part), 2002)



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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?

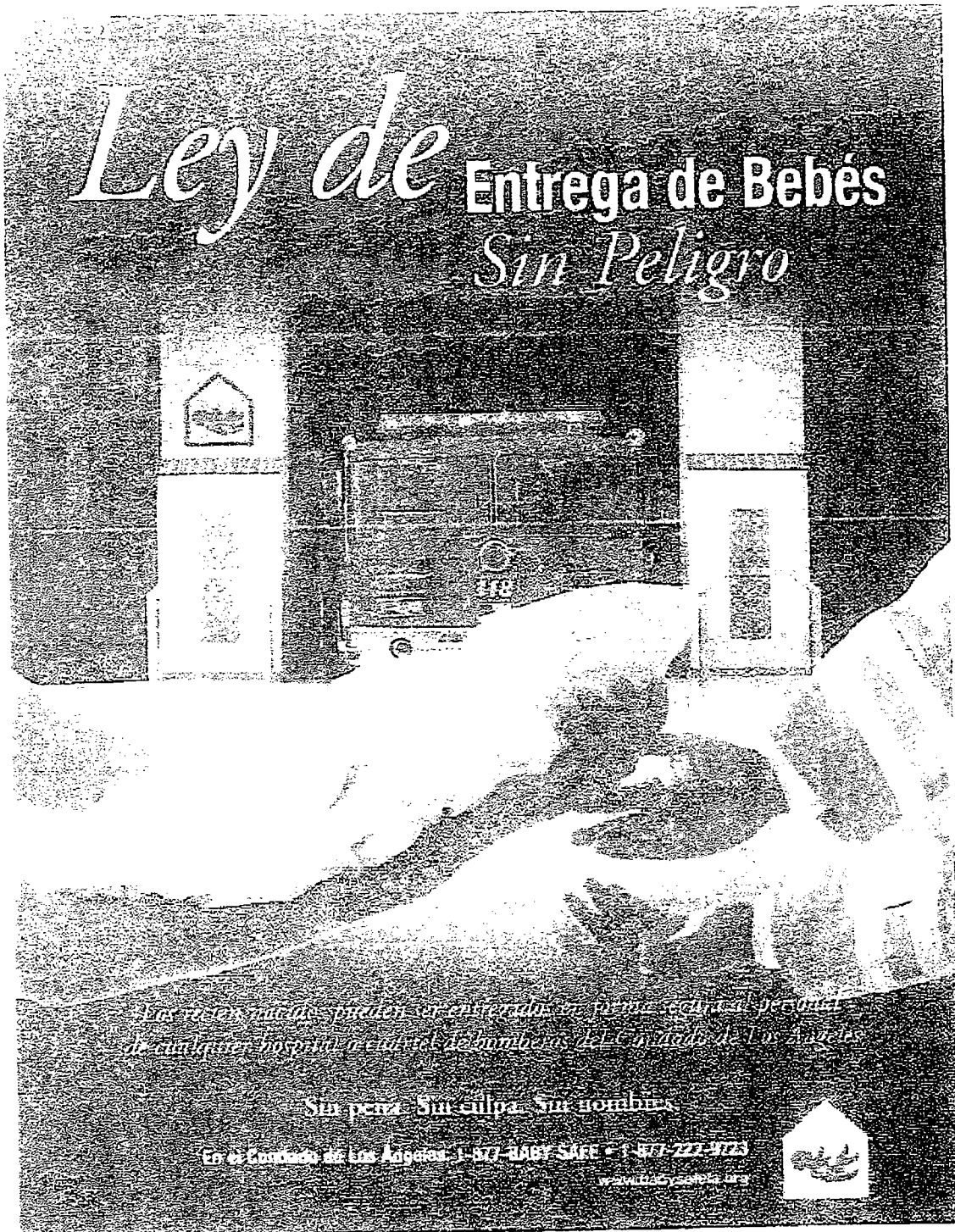
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

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.




Ley de Entrega de Bebés *Sin Peligro*

Las recién nacidas pueden ser entregadas en forma segura al personal de cualquier hospital o en el del departamento de la Ciudad de Los Angeles.

Sin pena. Sin culpa. Sin hombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-722-9123
www.baby-safe.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 a los padres o adultos que tienen un recién nacido sano y seguro, entregarlo a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. 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.

Si el padre/madre 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.

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¿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 Angeles. 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.

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¿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 Angeles al 1-800-340-1000.

¿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 recibir 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 entrega al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir 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 dijo 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 brazaletes 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 periodo 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 F)

“Contractor Acknowledgement and Confidentiality Agreement”

Contractor is required to complete the following document for each Purchase Order before work begins.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Purchase Order. Work cannot begin on the Purchase Order until County receives this executed document.)

Contractor Name _____

Purchase Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Contractor Acknowledgement and Confidentiality Agreement

Page 1 of 1

SOQ

EXHIBIT G

FACILITY ANCILLARY SERVICES MASTER AGREEMENT STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the Facility Ancillary Services Master Agreement.
To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
 - Minimum Qualifications (applies to all vendors)
 - Category Specific Qualifications (only complete sections in categories you intend to apply for)
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Vendor acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.4 - Minimum Qualifications, and the applicable requirements of Paragraph 2.7.2 - Vendor's Qualifications of this Request-for Statement of Qualifications (RFSQ).

1.4 MINIMUM QUALIFICATIONS

| APPLICATION CATEGORIES (check all that apply) | YEARS PERFORMING SERVICE (within the last 5 years) |
|---|---|
| ABATEMENT & REMEDIATION GROUP | |
| <input type="checkbox"/> Asbestos Abatement | _____ yrs |
| <input type="checkbox"/> Lead Abatement | _____ yrs |
| <input type="checkbox"/> Mold Abatement | _____ yrs |
| <input type="checkbox"/> Smoke/Water Damage | _____ yrs |
| CONSULTANTS GROUP | |
| <input type="checkbox"/> Asbestos Consultant | _____ yrs |
| <input type="checkbox"/> Environmental Consultants | _____ yrs |
| <input type="checkbox"/> Lead Consultants | _____ yrs |
| <input type="checkbox"/> Parking Consultant Services | _____ yrs (10yrs Rqd.) |
| <input type="checkbox"/> Site Surveillance Technician | _____ yrs |
| GENERAL SERVICES GROUP | |
| <input type="checkbox"/> Duct Cleaning Services | _____ yrs |
| <input type="checkbox"/> Moving Relocation and/or Storage Services | _____ yrs |
| <input type="checkbox"/> Pest Control and Termite Extermination | _____ yrs |
| <input type="checkbox"/> Roofing Services | _____ yrs |
| WASTE GROUP | |
| <input type="checkbox"/> Electronic Waste-Collectors/Recyclers | _____ yrs |
| <input type="checkbox"/> Hazardous/non-Hazardous Waste Removal & Disposal | _____ yrs |
| <input checked="" type="checkbox"/> Rubbish Removal and Disposal Services | 30 yrs |

INSURANCE REQUIREMENTS (FOR ALL VENDORS)

GENERAL LIABILITY

CG 00 01 or Equivalent in Coverage Scope

- ☒ General Aggregate: \$2 million
- ☒ Products/Completed Operations Aggregate: \$1 million
- ☒ Personal and Advertising Injury: \$1 million
- ☒ Each Occurrence: \$1 million
- ☒ County Named as An Additional Insured

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY

- ☒ Each Accident: \$1 million
- ☒ Disease - Policy Limit: \$1 million
- ☒ Disease - Each Employee: \$1 million

AUTO LIABILITY*

CA 00 01 or Equivalent in Coverage Scope

- ☒ Auto Liability: \$1 million

*Some Contractors are required to carry additional limits.

1.5 ADDITIONAL INSURANCE REQUIREMENTS FOR SPECIFIC CATEGORIES

I. ABATEMENT & REMEDIATION GROUP

A. Asbestos Abatement & Remediation

DESCRIPTION: Abatement & Remediation services including, analysis, clean-up, removal and disposal of asbestos-containing materials

ERRORS AND OMISSIONS (E&O)

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Contractor's license with "ASB" designation

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Asbestos and Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

B. Lead Abatement & Remediation

DESCRIPTION: Abatement & Remediation services including, analysis, clean-up, removal and disposal of lead-containing materials

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Certification by the State Dept. of Health Services as Lead Supervisor/Lead Worker

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Lead and Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

C. Mold Abatement & Remediation

DESCRIPTION: Abatement & Remediation, drying, dehumidifying, or gamma radiation of mold affected sites and materials

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Inspection, Cleaning and Restoration Certification (ICRC)

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Mold and Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

I. ABATEMENT & REMEDIATION GROUP (cont.)**D. Smoke/Water Damage**

DESCRIPTION: Remediation, clean-up, disposal and restoration of affected areas.

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Mold and Completed Operations Coverage
☐ County Named as Additional Insured

LICENSES AND/OR CERTIFICATIONS

- ☐ Inspection, Cleaning and Restoration Certification (IICRC)

II. CONSULTANTS GROUP**A. Asbestos Consultant**

DESCRIPTION: Conducts site audits and prepares audit reports

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Certified by the State of California as Certified Asbestos Consultant
☐ Accreditation as a Building Inspector, Contractor/Supervisor, Project Designer and Management Planner

B. Environmental Consultant

DESCRIPTION: Air sampling/monitoring. Conduct site surveillance. Prepare reports.

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Completed Operations Coverage
☐ County Named as Additional Insured

LICENSES AND/OR CERTIFICATIONS

- ☐ Certified by the State of California as Registered Environmental Assessor I or Registered Environmental Assessor II

C. Lead Consultant

DESCRIPTION: Conduct inspections for lead-laden components, perform risk assessments, write specifications, project design and monitoring

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Lead and Completed Operations Coverage
☐ County Named as Additional Insured

LICENSES AND/OR CERTIFICATIONS

- ☐ Certification by the State Dept. of Health Services as Lead Inspector/Assessor and Certified Lead Project Monitor

D. Parking Consultant Services

DESCRIPTION: Provide technical consulting services to County in the development, evaluation and/or acquisition of additional parking resources for its officers, employees, customers and its official business constituents working and conducting their business in the County of Los Angeles

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

LICENSES AND/OR CERTIFICATIONS

N/A

II. CONSULTANTS GROUP (cont.)**E. Site Surveillance Technician**

DESCRIPTION: Conducts site surveillance

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Asbestos, Lead and Completed Operations Coverage
☐ County Named as Additional Insured

LICENSES AND/OR CERTIFICATIONS

- ☐ Current accreditation as a Building Inspector, and Contractor/Supervisor

III. GENERAL SERVICES GROUP**A. Duct Cleaning Services**

DESCRIPTION: Contractor enters confined spaces to scrape/steam clean HVAC system

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Mold and Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY**CA 00 01 or Equivalent in Coverage Scope**

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ California State Warm-Air Heating, Ventilating and Air-Conditioning Contractor's License
☐ NADCA Certification

B. Moving Relocation and/or Storage Services

DESCRIPTION: Move office/computer/furniture for various County Departments for relocation and or storage

PROPERTY: Freight/Cargo Insurance providing Special causes of loss coverage for County property in Contractor's care, custody and/or control, subject to maximum 5% deductible.

- ☐ Actual cash value amount of any automobiles and mobile equipment entrusted to Contractor.
☐ Full replacement value amount of any other types of personal property entrusted to Contractor

FIDELITY BOND OR CRIME COVERAGE (EMPLOYEE DISHONESTY)

- ☐ Each Occurrence: \$50,000
☐ County Named as Additional Assured and Loss Payee

E&O LIABILITY

- ☐ Each Occurrence: \$ 1 million
☐ Aggregate: \$2 million

AUTO LIABILITY**CA 00 01 or Equivalent in Coverage Scope**

- ☐ Auto Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ Public Utilities Commission Permit to Operate As a Highway Carrier

III. GENERAL SERVICES GROUP (cont.)**C. Pest Control and Termite Extermination**

DESCRIPTION: Extermination and control of creeping, crawling, flying pests, termites, rodents, possums, reptiles, birds, etc.

ADDITIONAL INSURANCE**E&O LIABILITY**

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY**CA 00 01 or Equivalent in Coverage Scope**

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Dept. of Pesticide Regulation
 issued Qualified Applicator license
 in good standing

D. Roofing Services

DESCRIPTION: Install foam roofs over existing metal roofs and tear off existing coal tar pitch and hot tar roofs

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY**CA 00 01 or Equivalent in Coverage Scope**

- ☐ Auto Liability: \$1 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ California State Roofing
 Contractor's License

A. Electronic Waste-Collectors/Recyclers

DESCRIPTION: Pick-up and proper disposal of various electronic products from various County locations

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million
☐ Including Completed Operations Coverage
☐ County Named as Additional Insured

FIDELITY BOND CRIME COVERAGE (EMPLOYEE DISHONESTY) -If County receives proceeds from sale of recyclables

- ☐ Each Occurrence: \$50,000
☐ County Named as Additional Insured and
 Loss Payee

AUTO LIABILITY**CA 00 01 or Equivalent in Coverage Scope**

- ☐ Auto Liability: \$2 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ CA Integrated Waste Management
 Board Certification

IV. WASTE & RUBBISH GROUP (cont.)

B. Hazardous/non-Hazardous Waste Removal & Disposal

DESCRIPTION: Analysis, clean-up, packing, removal & transportation of hazardous materials, such as, medical waste, contaminated soils, flammables, carcinogens, toxins, and non-hazardous waste materials such as, grease/oil products. Clean waste water / sewage from storage tanks for removal and reuse

E&O LIABILITY

- ☐ Each Occurrence: \$1 million
☐ Aggregate: \$2 million

CONTRACTORS POLLUTION LIABILITY

- ☐ Each Occurrence: \$2 million
☐ Aggregate: \$4 million
☐ Including Completed Operations Coverage
☐ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☐ Auto Liability: \$2 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☐ EPA ID number
☐ Hazardous Material Certification of Registration
☐ EPA Acknowledgment of Notification of Hazardous Waste Activity
☐ CA Contractors License Board license with "HAZ" designation
☐ Hazardous Material Transportation License
☐ California DMV license with "X" designation
☐ Medical Waste Transporter Verification & Conditions (if applicable)
☐ Medical Waste Transporter listed with California Department of Public Health (if applicable)
☐ Medical Waste Transporter Identification/Facility Utilization Application (if applicable)
☐ Wastewater Treatment Plant Operator's Certificate, Grade II or higher issued by CA State Water Resources Control Board (if applicable)
☐ Wastewater Treatment Facility Operator's Certificate, Grade I or higher issued by CA State Dept. of Health (if applicable)

C. Rubbish Removal and Disposal Services

DESCRIPTION: Pick up and disposal of standard waste products from various County locations

CONTRACTORS POLLUTION LIABILITY

- ☒ Each Occurrence: \$1 million
☒ Aggregate: \$2 million
☒ Including Completed Operations Coverage
☒ County Named as Additional Insured

AUTO LIABILITY

CA 00 01 or Equivalent in Coverage Scope

- ☒ Auto Liability: \$2 million

CA 99 48 or Equivalent in Coverage Scope

- ☐ Vehicle Pollution Liability: \$2 million

LICENSES AND/OR CERTIFICATIONS

- ☒ County of Los Angeles Department of Public Health Solid Waste Management Waste Collector Permit

REQUIRED FORMS

APPENDIX A

- ☒ Exhibit 1: Statement of Qualification Submittal Form
- ☒ Exhibit 2: Vendor's Organization Questionnaire/Affidavit
- ☒ Exhibit 3: Certification of No Conflict of Interest
- ☒ Exhibit 4: Contractor's EEO Certification
- ☒ Exhibit 5: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information
- ☒ Exhibit 6: Familiarity with the County Lobbyist Ordinance Certification
- ☒ Exhibit 7: Prospective Contractor References
- ☒ Exhibit 8: Prospective Contractor List of Contracts
- ☒ Exhibit 9: Prospective Contractor List of Terminated Contracts
- ☒ Exhibit 10: Attestation of Willingness to Consider GAIN/GROW Participants
- ☒ Exhibit 11: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- ☒ Exhibit 12: Vendor Authorization Page of Master Agreement (accepts all Master Agreement provisions)
- ☒ Exhibit 13: Contractor's Administration

VENDOR SUPPLIED

- ☒ Certificate of Good Standing (if Corporation or LLC)
- ☒ Statement of Information (if Corporation or LLC)
- ☒ Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)
- ☒ Statement of Pending Litigation
- ☒ ACORD (or equivalent form) Certificate of Insurance
- ☒ Copies of required additional insured endorsement form
- ☒ All applicable licenses, certificates & proof of registration attached

APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR'S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.

I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.

| | |
|---|--|
| PREPARED BY SIGNATURE <i>Shelline Katangian</i> | DATE <i>12/26/08</i> |
| PRINT PREPARED BY NAME <i>Shelline Katangian</i> | TITLE <i>Office Manager</i> |
| ADDRESS <i>1141 S. Taylor Avenue</i> | CITY, STATE <i>Montebello, California</i> |

RFSQ APPENDIX A - EXHIBIT 2

VENDOR'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the applicant in a Master Agreement.

1. If your firm is a corporation, state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Key Disposal, Inc CA 1981
Name State Year Inc.

2. If your firm is a partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

| Name | County of Registration | Year became DBA |
|-------|------------------------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? _____ if yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

| Name | Year of Name Change |
|-------|---------------------|
| _____ | _____ |
| _____ | _____ |

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

RFSQ APPENDIX A - EXHIBIT 2

Corporation's Name:

Key Disposal, Inc.

Address:

mailing: PO BOX 459 Montebello, CA 90640114 S. Taylor Ave Montebello CA 90640

E-mail address:

key-disposal@stgglobal.net

Telephone number:

(323) 721-5441

Fax number:

(323) 721-860195-3626952

Internal Revenue Service

Employer Identification Number

284-2308-5

California Business License Number

51581601

County WebVen Number

On behalf of

Key Disposal

(Vendor's name), I

Shelline Katargian

(Name of Vendor's authorized representative), certify that the information contained in this Vendor's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Shelline Katargian office mgr

Title

1/16/09

Date

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Key Disposal, Inc.
Vendor Name

John Katangian / President
Vendor/Official Title

[Signature]
Official's Signature

CERTIFICATION OF NO CONFLICT OF INTEREST

County of Los Angeles - Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Key Disposal, Inc.
COUNTY VENDOR NUMBER: 515810-DU

- ☐ As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.
☐ Attached is my Local SBE Certification letter issued by the County

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

| Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____ | | | | | | |
|---|--|--------|----------|--------|-------|--------|
| Total Number of Employees (including owners): _____ | | | | | | |
| Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories: | | | | | | |
| Race/Ethnic Composition | Owners/Partners/ Associate Partners | | Managers | | Staff | |
| | Male | Female | Male | Female | Male | Female |
| Black/African American | | | | | | |
| Hispanic/Latino | | | | | | |
| Asian or Pacific Islander | | | | | | |
| American Indian | | | | | | |
| Filipino | | | | | | |
| White | 2 | | 2 | 2 | 34 | 2 |

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

| | Black/African American | Hispanic/ Latino | Asian or Pacific Islander | American Indian | Filipino | White |
|-------|------------------------|------------------|---------------------------|-----------------|----------|-------|
| Men | % | % | % | % | % | 100 |
| Women | % | % | % | % | % | % |

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

| Agency Name | Minority | Women | Disadvantaged | Disabled Veteran | Expiration Date |
|-------------|----------|-------|---------------|------------------|-----------------|
| | | | | | |
| | | | | | |

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name: Shellene Katangan Authorized Signature: [Signature] Title: Office Mgr Date: 12/26/08

LOCAL SBE FORM

**FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION**

The Vendor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Kay Disposal, Inc.

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

| 1. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
|----------------------|-------------------------------|----------------------|-----------------------|---------------|
| <u>Central Tail</u> | <u>498 Barchet St.</u> | <u>David Witek</u> | <u>203974-4775</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>12311</u> | <u>4+</u> | <u>Trash Removal</u> | <u>\$2851.20</u> | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>Central Tail</u> | <u>441 Barchet St.</u> | <u>Clint Yates</u> | <u>305 415-5748</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>12311</u> | <u>4+</u> | <u>Trash Removal</u> | <u>\$1,514,808.00</u> | <u>approx</u> |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>Towers</u> | <u>450 Barchet St.</u> | <u>Clint Yates</u> | <u>303 415-5748</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>12311</u> | <u>4+</u> | <u>Trash Removal</u> | <u>\$776,258.00</u> | <u>approx</u> |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>Central Tail</u> | <u>2275 Almaraz</u> | <u>Greg Bryson</u> | <u>409 458-1762</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>12311</u> | <u>4+</u> | <u>Trash</u> | <u>\$11,500.00</u> | |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>Central Tail</u> | <u>1525 Almaraz</u> | <u>Greg Bryson</u> | <u>409 458-1762</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>12311</u> | <u>4+</u> | <u>Trash</u> | <u>\$57,400.00</u> | |

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Prospective Contractor References:

LAC/USC 1635 Morengo Street Bryan Pettit 323-226-3035

Contract No. 42311 4+years servicing Trash Removal \$643632.00

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Contractor's Name: Kay Disposal, Inc.

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

| 1. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
|----------------------|-------------------------------|----------------------|-----------------------|------------------|
| <u>1. Hill Tail</u> | <u>498 Baughet St.</u> | <u>David Wilkoff</u> | <u>203974-4775</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>2. Hill</u> | <u>47</u> | <u>Trash Removal</u> | <u>\$2851.20</u> | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>1. Hill Tail</u> | <u>441 Baughet St.</u> | <u>Clint Yates</u> | <u>325 415-5748</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>2. Hill</u> | <u>47</u> | <u>Trash Removal</u> | <u>\$1,514,808.00</u> | <u>02 APR 02</u> |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>1. Hill</u> | <u>Towers 450 Baughet St.</u> | <u>Clint Yates</u> | <u>325 415-5748</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>2. Hill</u> | <u>47</u> | <u>Trash Removal</u> | <u>\$776,258.00</u> | <u>02 APR 02</u> |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>1. Hill</u> | <u>2275 Alvarar</u> | <u>Greg Bryson</u> | <u>624 458-1762</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>2. Hill</u> | <u>47</u> | <u>Trash</u> | <u>\$11,520.00</u> | |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # | EMAIL |
| <u>1. Hill</u> | <u>1525 Alvarar</u> | <u>Greg Bryson</u> | <u>624 458-1762</u> | |
| Name or Contract No. | # of Years / Term of Contract | Type of Service | Dollar Amount | |
| <u>2. Hill</u> | <u>47</u> | <u>Trash</u> | <u>\$57,400.00</u> | |

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Contractor's Name:

Key Disposal, Inc. no contracts have been terminated to date.

List all contracts that have been terminated with the past three (3) years.

| | | | | |
|----------------------|------------------------|----------------|--------------------|---------------|
| 1. Name of Firm | Address of Firm | Contact Person | Telephone # () | EMAIL date |
| Name or Contract No. | Reason for Termination | | | |
| 2. Name of Firm | Address of Firm | Contact Person | Telephone # () | EMAIL |
| Name or Contract No. | Reason for Termination | | | |
| 3. Name of Firm | Address of Firm | Contact Person | Telephone # () | EMAIL |
| Name or Contract No. | Reason for Termination | | | |
| 4. Name of Firm | Address of Firm | Contact Person | Telephone # () | EMAIL |
| Name or Contract No. | Reason for Termination | | | |
| 5. Name of Firm | Address of Firm | Contact Person | Telephone # () | EMAIL |
| Name or Contract No. | Reason for Termination | | | |

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Vendors unable to meet this requirement shall not be considered for contract award.

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. Vendor has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) ☒ NO

- B. Vendor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Vendor is willing to interview qualified GAIN/GROW participants.

☒ YES _____ NO

- C. Vendor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO ☒ N/A (Program not available)

Vendor Organization: Key Disposal, Inc.

Signature: [Signature]

Print Name: John Katargian

Title: President

Date: 12/26/08

Tel: (323) 721-5441

Fax: (323) 721-8601

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Vendor is excepted from the Program.

| | | |
|---|------------------|------------------------|
| Company Name: <u>Key Disposal Inc.</u> | | |
| Company Address: <u>19415 Taylor Ave.</u> | | |
| City: <u>Montebello</u> | State: <u>CA</u> | Zip Code: <u>90640</u> |
| Telephone Number: <u>(323) 721-5441</u> | | |
| Solicitation For <u>Trash</u> Services: | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☒ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

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: <u>John Katangian</u> | Title: <u>President</u> |
| Signature: <u>[Signature]</u> | Date: <u>12/26/08</u> |

JURY SERVICE PROGRAM CERTIFICATION FORM & APP FOR EXCEPTION

Vendor Information

Vendor ID Number : 51581601
Company Name : KEY DISPOSAL INC.
Main Address : PO BOX 459
1141 S. TAYLOR AVENUE
MONTEBELLO, CA 90640-0459
Phone Number : (323) 721-5441
800 Number :
Contact : SHELLINE KATANGIAN
Contact Title : OFFICE MANAGER
Email Address : key_disposal@sbcglobal.net
Certified Local Small Business # :

[Back to Last Window](#)

| | | |
|---|---|--------------------------------|
|  | State of California Secretary of State | S |
| STATEMENT OF INFORMATION (Domestic Stock Corporation) | | |
| FEES (Filing and Disclosure): \$25.00. If amendment, see instructions. | | |
| IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM | | |
| 1. CORPORATE NAME (Please do not alter if name is preprinted.) | | |
| C1046049 KEY DISPOSAL, INC., A CALIFORNIA CORPORATION 1141 SOUTH TAYLOR AVE MONTEBELLO CA 90640 | | |
| This Space For Filing Use Only | | |
| DUE DATE: 06-30-05 | | |
| CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1) A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations. | | |
| NO CHANGE STATEMENT 2. If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15. If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety. | | |
| COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.) | | |
| 3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE | CITY AND STATE | ZIP CODE |
| 4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY | CITY | STATE CA ZIP CODE |
| NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.) | | |
| 5. CHIEF EXECUTIVE OFFICER | John Katangan 11455 Hannaford Dr Tustin CA 92782 | ZIP CODE 92782 |
| 6. SECRETARY | John Katangan 401 N. 21st Montebello CA 90640 | ZIP CODE 90640 |
| 7. CHIEF FINANCIAL OFFICER | John Katangan 401 N. 21st Montebello CA 90640 | ZIP CODE 90640 |
| NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.) | | |
| 8. NAME | John Katangan 11455 Hannaford Dr Tustin CA 92782 | ZIP CODE 92782 |
| 9. NAME | ADDRESS | CITY AND STATE ZIP CODE |
| 10. NAME | ADDRESS | CITY AND STATE ZIP CODE |
| 11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY: | | |
| AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.) | | |
| 12. NAME OF AGENT FOR SERVICE OF PROCESS | | |
| 13. ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL | CITY | STATE CA ZIP CODE |
| TYPE OF BUSINESS | | |
| 14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION Trash service hauling | | |
| 15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT. | | |
| TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM Shellie Katangan | | SIGNATURE DATE 5/2/05 |
| | | APPROVED BY SECRETARY OF STATE |

Results of search for: "C1046049"

Select a corporation name from the following list by clicking on the corporation name and additional information for the selected corporation will be displayed.

| Corporate Number | Incorporation Date | Status | Corporation Name | Agent for Service of Process |
|------------------|--------------------|--------|--|------------------------------|
| C1046049 | 6/8/1981 | Active | KEY DISPOSAL, INC., A CALIFORNIA CORPORATION | SHELLINE KATANGIAN |

[New Search](#)

Results Detail

Page 1 of 1

Results Detail

Last statement filed on: 4/7/2008

| Corporation | | | | |
|--|------------------------------|----------------|--|--|
| KEY DISPOSAL, INC., A CALIFORNIA CORPORATION | | | | |
| Number: C1046049 | Incorporation Date: 6/8/1981 | Status: Active | | |
| Jurisdiction: CA | Type: Domestic Stock | | | |
| Address | | | | |
| 1141 S TAYLOR AVE, | | | | |
| MONTEBELLO, CA 90640 | | | | |
| Agent For Service Of Process | | | | |
| SHELLINE KATANGIAN | | | | |
| 11255 HANNAFORD DR, | | | | |
| TUSTIN, CA 92782 | | | | |

Please review this information to determine if you have located the correct corporation.

[Search Results](#)[Continue Filing](#)[New Search](#)

9089

BANK OF AMERICA
10-007220

DATE
APR 2, 2008

AMOUNT

\$25.00

Check Number: 9089



KEY-BANK
DISPOSAL INC.
P.O. BOX 480
MONTESIELLO, CA 90040

Memo: C1046049

PAY TO THE ORDER OF: Twenty-Five and 00/100 Dollars

SECRETARY OF STATE

Sheldon Katsigian

⑈0000002500⑈

⑈009089⑈ ⑆12000661⑆ 04280⑈15877⑈

Attachment VII

PARTICIPANTS IN THE CONTRACTOR BOARD DEBARMENT PROCEEDINGS FOR
KEY DISPOSAL, INC.,
JOHN KATANGIAN, DAN KATANGIAN AND SHELLINE KATANGIAN

JULY 3, 2013 at 9:30 A.M.
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 140A
LOS ANGELES, CA 90012

CONTRACTOR HEARING BOARD

KATHY HANKS, ACTING CHAIR, DIRECTOR CONTRACTS AND GRANTS, DEPT. OF HEALTH SERVICES
NORMA GARCIA, DEPUTY DIRECTOR, PLANNING AND DEVELOPMENT AGENCY, PARKS AND RECREATION
FRANK CHENG, MANAGER, CHIEF EXECUTIVE OFFICE

KEY DISPOSAL, INC.
NO PARTICIPANTS

OFFICE OF THE COUNTY COUNSEL

TRUC MOORE, LEGAL ADVISOR TO THE CHB, SENIOR DEPUTY COUNTY COUNSEL
ELIZABETH FRIEDMAN, LEGAL ADVISOR TO ISD, DEPUTY COUNTY COUNSEL

WITNESSES

YOLANDA YOUNG, DIVISION MANAGER, INTERNAL SERVICES DEPARTMENT

ALSO PRESENT

LUCI GUTIERREZ, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
GAYANE KAZARYAN, ANALYST, INTERNAL SERVICES DEPARTMENT
OCTAVIO SALAZAR, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT
LORENA CALDEN, ANALYST, INTERNAL SERVICES DEPARTMENT
JERRY RAMIREZ, PRINCIPAL ANALYST, CHIEF EXECUTIVE OFFICE
FRANCISCO PEREZ, CONTRACT MANAGER, REGISTRAR RECORDER/COUNTY CLERK

SEPTEMBER 12, 2013 at 10:30 A.M.
CHIEF INFORMATION OFFICE
L.A. WORLD TRADE CENTER
GRAND CONFERENCE ROOM
350 S. FIGUEROA ST., SUITE 188
LOS ANGELES, CA 90071

CONTRACTOR HEARING BOARD

KATHY HANKS, ACTING CHAIR, DIRECTOR CONTRACTS AND GRANTS, DEPT. OF HEALTH SERVICES
NORMA GARCIA, DEPUTY DIRECTOR, PLANNING AND DEVELOPMENT AGENCY, PARKS AND RECREATION
FRANK CHENG, MANAGER, CHIEF EXECUTIVE OFFICE

KEY DISPOSAL, INC.
JOHN KATANGIAN
SHELLINE KATANGIAN

OFFICE OF THE COUNTY COUNSEL

TRUC MOORE, LEGAL ADVISOR TO THE CHB, SENIOR DEPUTY COUNTY COUNSEL
EDWARD YEN, LEGAL ADVISOR TO ISD, DEPUTY COUNTY COUNSEL

ISD REPRESENTATIVE

YOLANDA YOUNG, DIVISION MANAGER, INTERNAL SERVICES DEPARTMENT

ALSO PRESENT

GAYANE KAZARYAN, ANALYST, INTERNAL SERVICES DEPARTMENT
OCTAVIO SALAZAR, SECTION MANAGER, INTERNAL SERVICES DEPARTMENT