

0150-12559-0000

T R A N S M I T T A L

TO
The Council

DATE

3/18/2024

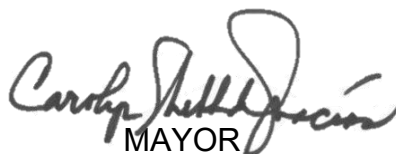
COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
ALL

**PROPOSED PERSONAL SERVICES CONTRACT WITH LEGACY BY-PRODUCTS L.L.C. FOR
THE RECOVERY AND PROCESSING SERVICES OF DEAD ANIMALS FOR THE BUREAU
OF SANITATION'S DEAD ANIMAL RECOVERY PROGRAM**

Transmitted for your consideration.
See the City Administrative Officer report attached.


MAYOR

(Carolyn Webb de Macias for)

MWS/PJH/JVW:amm:10240142

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

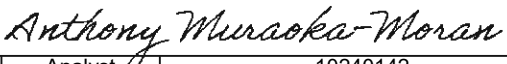
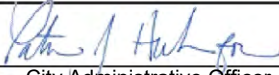
To: The Mayor	Date: 01/22/24	C.D. No. All	CAO File No.: 0150-12559-0000
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Nat Isaac – (213) 485-3593 Nancy Lantin – (213) 485-2158	
Reference: Transmittal from the Board of Public Works dated December 13, 2023 updating Bureau of Sanitation and Bureau of Contract Administration Joint Board Report (BPW-2023-0700) dated December 6, 2023			
Purpose of Contract: For the recovery and processing services of dead animals for the City's Dead Animal Recovery Program			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Five years from date of execution, with one option to renew for five years for total of 10 years	
Contract/Amendment Amount: \$945,360			
Proposed amount \$ 945,360+ Prior award(s) \$ 0 = Total \$ 945,360			
Source of funds: Solid Waste Resources Revenue Fund			
Name of Contractor: Legacy By-Products, L.L.C.			
Address: 4105 Bandini Blvd., Vernon, CA 90058			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed	X		
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 12.50%			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the City Council authorize the Board of Public Works (Board), or two members of the Board, on behalf of the Bureau of Sanitation, to execute the proposed Personal Services Contract with Legacy By-Products, L.L.C., for the recovery and processing services of dead animals for a five-year term, with one five-year renewal option to be exercised at the City's sole discretion, for a total potential term of ten years, which has been previously approved by the Board. The total maximum not to exceed contract amount is \$945,360 for the services and authority to execute is subject to the City Attorney approval as to form.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a new personal services contract (Contract/Attachment 1) with Legacy By-Products, L.L.C (Vendor) for the recovery and processing services of dead animals for the Bureau's Dead Animal Recovery (DAR) Program. The Vendor has provided services since 2020 through several Letters of Agreements during the finalizing of the proposed Contract. The most recent Letter of Agreement is set to expire on June 30, 2024 or when the proposed Contract is approved.

 AMM Analyst 10240142		 City Administrative Officer
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Vendor Selection Process

In June 2021, the Bureau surveyed all five California State licensed dead animal rendering facilities in Southern California. Other than the Vendor, no other renderers accept the types of animals collected by the Bureau's DAR Program due to concern about contamination with the chemical Sodium Pentobarbital, a common animal euthanizing agent. The four facilities only accept farm animal carcasses due to concern that Sodium Pentobarbital could contaminate final products through their rendering processes. The results of the survey found that of the five facilities, the Vendor is currently the only local vendor that possesses the technical expertise, equipment and facilities capable of processing all the types of dead animals generated by the City's DAR program.

Scope of Work

Under the proposed Contract, the Vendor will provide the storing, processing, and disposal of dead animals from the six wastesheds in the City collected by the Bureau. The Vendor will perform these duties, while complying with the following requirements:

1. Accept and process dead animals and/or commingled food scraps/yard trimmings delivered by the City
2. Provide a well-maintained facility and equipment
3. Provide onsite receiving and washing areas for City collection vehicles
4. Issue weight tickets via certified weigh station for all City deliveries
5. Provide monthly reports and data of all City deliveries
6. Maintain all records pertaining to the performance of this Contract
7. Comply with all Federal, State, County, and local rules, ordinances, laws and permits applicable to the facility, services, and operations described in the Contract

Failure of the Vendor to comply with these requirements will result in liquidated damages in accordance with the provisions in Article 6 of the proposed Contract.

Compensation for Services

The maximum compensation under the proposed Contract is \$945,360. Invoicing will occur monthly and the Vendor will be compensated on a flat fee basis for large animal collection, or on a cost-per-ton basis for commingled food scrap/yard trimmings containing no dead animals collected (Collected Materials) in the DAR program.

Large animal collection contains a base fee (B) of \$280 per collection of one large animal carcass and an additional fee (A) of \$50 for each additional large animal carcass collected from the same location as B. The two fees combined represent the Collection Service Fee (CSF):

$$\text{CSF} = \text{B} (\$280) + \text{A} (\$50/\text{large animal})$$

Cost-per-ton collection contains a fee for Collected Materials (C) of \$500 per ton, which includes operational costs such as labor, overhead, capital costs, and permit fees. The net amount of the Collected Materials fee multiplied by the tons of material delivered by the Bureau represents the Disposal Service Fee (DSF):

$$\text{DSF} (\$/\text{ton}) = \text{total tons delivered (ton)} \times \text{C} (\$500/\text{ton})$$

The Agreement and the Contractor comply with the City's contracting requirements. In accordance with Los Angeles City Charter Section 371(e)(2) and Section 372, this Agreement is to provide specialized and technical services, for a temporary duration and is therefore exempt from the competitive bidding process. The City Attorney signed and approved this Agreement as to form and legality on February 15, 2022.

FISCAL IMPACT STATEMENT

There is no additional impact to the General Fund. Funding is provided by the Solid Waste Resources Revenue Fund, which is not a full cost recovery fund. The Agreement includes Standard Provisions which contain a City obligation limitation clause which limits the City's obligation to make payments to funds which have been appropriated for this purpose.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's financial policies in that the City's financial obligation is limited to funds budgeted for this purpose and future expenditures are limited to appropriation of funds in the budget.

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

December 13, 2023

BPW-2023-0700

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

**PERSONAL SERVICES CONTRACT – LEGACY BY-PRODUCTS, L.L.C., – DEAD
ANIMAL PROCESSING AND RECOVERY SERVICES**


As recommended in the accompanying report from the Directors of the Bureaus of Sanitation and Contract Administration, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE to execute a sole source personal services contract with Legacy By-Products, L.L.C. for animal carcass processing and recovery services. The term of the proposed agreement shall be five years from the date of execution, with one option to renew for five additional years for a total of 10 years; and
2. AUTHORIZE the President or two members of the Board to execute the contract, upon approval by the Mayor and City Council.

(W.O. S02MANIM)

Fiscal Impact: There is no impact to the General Fund.

Sincerely,

for 


DR. FERNANDO CAMPOS,
Executive Officer, Board of Public Works

FC:lc

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
BUREAU OF CONTRACT ADMINISTRATION
JOINT BOARD REPORT NO. 2
DECEMBER 6, 2023

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

DEC 13 2023
AND REFERRED TO THE MAYOR


Executive Officer
AND REFERRED TO THE CITY COUNCIL

CD: ALL

AUTHORITY TO AWARD AND EXECUTE A SOLE SOURCE PERSONAL SERVICES
CONTRACT WITH LEGACY BY-PRODUCTS, L.L.C., FOR DEAD ANIMAL
PROCESSING AND RECOVERY SERVICES (W.O. #S02MANIM)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council with the request that the Board of Public Works (Board) be authorized to execute a sole source personal services contract with Legacy By-Products, L.L.C. (Legacy) for animal carcass processing and recovery services. The term of the proposed agreement shall be five (5) years from the date of execution, with one (1) option to renew for five (5) additional years for a total of 10 years.
2. Upon approval by the Mayor and City Council, authorize the President or two (2) members of the Board to execute the contract.

TRANSMITTALS

1. Letter of Agreement between Legacy and the City of Los Angeles for Dead Animal Collection Processing Services.
2. Copy of the proposed Personal Services Contract between the City of Los Angeles (City) and Legacy for dead animal processing and recovery services and exhibits package.

DISCUSSION

Background

In the interest of Public health and safety, LASAN provides curbside collection service of dead animals for approximately 3.8 million residents. These dead animals are collected from residential homes, public streets, alleys, waterways, and City-operated animal shelters and parks. Dead animals include small animals (under 400 pounds), which are collected by LASAN crews and large animal carcasses (greater than 400 pounds), which are collected by the City's current dead animal processor, Legacy, under a Letter of Agreement (LOA - AE#22508315M, Transmittal No. 1). While the current LOA is a two-year agreement that only expires on June 30, 2024, the related Authority for Expenditure (AFE) connected with this LOA expired on June 30, 2023. In order to continue paying invoices under this LOA, LASAN is currently in the process of preparing a second AFE to bridge the gap from July 1, 2023 through the sooner of June 30, 2024 or when this sole source contract is approved. This new AFE will attach to the current LOA but use a different AFE number (AE#24508879M) and is still pending Board approval.

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LASAN currently deploys seven (7) individual employees, from 7:00 a.m. to 7:00 p.m., seven (7) days a week, to provide animal carcass collection throughout the City. These individuals respond to carcass collection calls that are received through the LASAN Customer Call Center, the City's 311 call center, Los Angeles Fire Department, Los Angeles Police Department, and other sources. The City receives an average of one hundred (100) requests per day for dead animal collection. All dead animal collection calls are processed within twenty-four (24) hours from the time the call is received in efforts to protect public health and safety.

For over 60 years, until July 2020, LASAN used the West Coast Rendering Company (WCR) to process and recover the City's dead animal waste (previous contract C-110902 and LOA-AE# 20508824M). In 2020, WCR closed their operations and sold their business to Legacy, who signed two one-year LOAs and one two-year LOA with the City (AE#21508009M, AE#22508315M, AE#24508879M) for the continued processing and recovery of dead animals from the City. LASAN now seeks to extend Legacy's services by establishing a five (5)-year sole source contract with Legacy, with a five (5)-year renewal option, for the processing and recovery of dead animals coming from LASAN crews and City facilities. Animal carcass processing and recovery is a critical service to the City and must be retained for the health and safety of the public.

Justification for Use of Personal Services Contract

LASAN personnel made phone call inquiries to two landfills (El Sobrante and Athens Mid Valley Landfill), one anaerobic digestion facility (CR&R), and all 5 licensed renderers, listed by the State of California Department of Food and Agriculture Poultry Division and located in the Southern California (SoCal) region, to request information about the type of dead animal materials accepted by each of the facilities. The five (5) renderers contacted were: Legacy By-Products, L.L.C. (Legacy), Coast Packing Company, Clougherty Packing, L.L.C., Darling Ingredients, Inc., and Baker Commodities, Inc. Other than Legacy, no other facilities in the SoCal region accept the types of dead animals collected by LASAN crews for processing and recovery because they may contain the chemical Sodium Pentobarbital, commonly used as a euthanizing agent for animals. The four rendering facilities other than Legacy expressed concern that Sodium Pentobarbital could pass through their rendering processes into the final products and contaminate water and/or animal food supplies. As a result, all SoCal licensed renderers other than Legacy only accept *farm* animal carcasses in their facilities, because they produce animal feed supplements and must ensure that no such chemical will pass into their final product.

The El Sobrante landfill does accept dead animals for disposal as it is specially lined to prevent such chemicals from entering the water table. However, it only accepts dead animal loads at hours in which Dead Animal Recovery (DAR) drivers are unavailable, and imposes a minimum tonnage per delivered load that the City's DAR program is unable to meet without posing significant health and safety risks to DAR drivers and others who may work where trucks are located. The Athens landfill accepts dead animals for disposal during daytime hours without minimum load requirements, but the drive to this location is about two hours each way, and would require dead animals to be transferred from the LASAN DAR collection trucks directly to larger trucks for storage and transportation, which poses legal, logistical, and safety challenges to LASAN personnel, as well as odor issues to nearby residential neighborhoods. The CR&R anaerobic digestion facility is able to process and recover dead animal materials, but their management has made a decision not to accept dead animal materials into their facility to prevent

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issues with their conditional use permit. Hence, none of these options are tenable as a long-term solution to the disposal of dead animals. Legacy is the only vendor in the Southern California region able and willing to accept the type of dead animals collected by the City of Los Angeles DAR Program, can recycle the material into environmentally beneficial products, and which does not pose legal, logistical, safety, and/or odor issues to DAR workers and nearby residents. LASAN submits that the foregoing justifies the Board making the necessary findings to award this contract as a sole source.

As the current provider of services for the City, Legacy has demonstrated the qualifications and track record to perform the services requested. LASAN desires to retain this contractor to continue to provide dead animal processing and recovery services for the City. Furthermore, as requested in the contract, Legacy is offering to test out an innovative processing technology for dead animals that will increase the end-product recovery rate. This process requires the addition of limited quantities of other organic materials such as food scrap and yard trimmings to the dead animal feed source.

Proposed Pricing Methods

Legacy proposes three (3) pricing structures for two (2) distinct commodities: one for the disposal and rendering services of animal carcasses at \$500.00 per ton delivered by the City; a second for large animal carcasses that the City is unable to collect and that require a special pickup by the contractor at \$280 per pickup (\$50 for each additional large carcass at the same location); and a third for the pilot recycling of commingled food scrap and yard trimmings at \$50.00 per ton delivered by the City as part of an innovative processing technology to increase recovery rates. After a review of the tonnage levels of dead animal carcasses for the most recent twelve (12)-month period, it has been determined that the average monthly tonnage during this period of time is approximately thirteen (13) tons, which equates to \$6,500.00 per month under these pricing structures.

In the event the City finds itself in a difficult financial position and the Mayor declares a fiscal emergency, Legacy is willing to lower its price per ton for the disposal and rendering services of animal carcasses by 10% as a show of good faith towards the economic recovery of the City until the Mayor declares an end to the fiscal emergency as stated in Article 8.17 of the contract.

In the event Legacy is required to cease its grinding and/or rendering operations due to non-compliance with regulatory requirements, the City will only be required to pay \$200.00 per ton of dead animals delivered to Legacy for landfill disposal of the dead animal materials.

Legacy will continue its attempt to explore and obtain financing for alternative processing methods, which may be available in the future for use with this contract.

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Summary of Contract Provisions (Scope of work)

Legacy, the selected proposer, will be required to perform the following, as detailed in the proposed contract (Transmittal No. 2):

- Provide a receiving facility for City personnel to deliver animal carcasses and commingled food scrap/yard trimmings, collected by the City;
- Process and dispose dead animal carcasses and commingled food scrap/yard trimmings by means of rendering, hydrolysis, gasification, and/or sterilization into beneficial end products;
- Provide well-maintained facilities and equipment; and
- Comply with all Federal, State, County, and local rules, ordinances, laws, and permit terms applicable to the facility, services, and operations described in the contract.

After careful consideration, LASAN recommends awarding the contract to Legacy for the provision of the dead animal processing and recovery services for the City.

Proposed Term of Contract

The term of the proposed contract shall be for five (5) years from the date of execution, with one (1) option to renew for five (5) additional years (Transmittal No. 2). In addition to the one (1) five (5)-year renewal option, the CITY may elect to extend the agreement on a month-to-month basis for a maximum of six (6) months, during which period the CITY and the Contractor shall continue performance under the terms of the agreement. The City may extend the agreement on a month-to-month basis prior to the end of either the initial five (5)-year term, if the City elects not to renew, or the end of the ten (10)-year term if the City elects to renew, by providing the Contractor written notice at least ninety (90) days prior to expiration of the agreement. During the period of extension, the City shall increase the expenditure amount for services performed by the Contractor by a maximum of five percent (5%) of the total contract cost.

Estimated Annual Value of the Contract

The estimated annual value of the contract is \$94,536. The cost ceiling for this contract would be \$945,360 for the full ten (10) year term that includes the renewal period.

Notification of Intent to Contract

The required Notification of Intent to Contract was filed with the City Administrative Office (CAO) Clearinghouse on May 23, 2017.

Charter Section 1022

The CAO determined that it is more feasible to contract out the work than to hire additional City staff to perform these services.

Business Inclusion Program

The Office of Procurement, Office of the City Administrative Officer has determined that due to the sole source nature of this opportunity it is not subject to the Business Inclusion Program; however, Legacy is encouraged to utilize MBE/WBE/SBE/EBE/DVBE/OBE subcontractors whenever possible.

Other City Requirements

Legacy shall comply with all City requirements, including the following:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Insurance/Performance Bond Requirements
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Equal Benefits Ordinance
- Living Wage and Worker Retention Ordinances
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- Los Angeles Residence Information
- City of Los Angeles Contract History
- Municipal Lobbying Ordinance
- Americans with Disabilities Act
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contract Bidder Campaign Contribution and Fundraising Restrictions
- Iran Contracting Act of 2010 Affidavit
- Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance
- COVID-19 Vaccination Requirements

Contractor Performance Evaluation

In accordance with Article 13, Chapter 1, Division 10 of the City's Administrative Code, the appropriate City personnel responsible for the quality control of this sole source personal services contract shall submit Contractor Performance Evaluation Reports to the Bureau of Contract Administration, upon completion of the contract.

Contractor Responsibility Ordinance

All contractors participating in this program are subject to compliance with the requirements specified in the City of Los Angeles' Contractor Responsibility Ordinance #173677, (Article 14, Chapter 1, Division 10, L.A.A.C.). Failure to comply with all requirements specified in the Ordinance will render the contract subject to termination pursuant to the conditions expressed therein.

Contract Administration

The responsibility for the administration of this contract will be with the Solid Resource Support Services Division of LASAN.

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Early Payment Discount Per Council File No. 99-1128

Legacy has agreed to offer the City early payment discount terms of one percent (1%), for net thirty (30) day invoices. This discount is to be applied to invoice payments made by the City within thirty (30) days from the date the City receives the invoice, for services to be provided herein.

Project Administrator

LASAN's Solid Resources Support Services Division is responsible for managing this contract.

Headquarters and Workforce Information

The headquarters for Legacy is located at 4105 Bandini Boulevard, Vernon, CA 90058. Legacy owners, principals, and employees are not City employees nor City officials. Legacy has a total of eight (8) employees, two of whom (2) who resides within the City.

City Attorney Review

The City Attorney's Office reviewed the attached contract and approved it as to form.

PROJECT REVIEW BY DIRECTOR (PRD) APPROVAL

The project budget was approved by PRD on October 7, 2020, in the amount of \$472,680; \$945,360 for the full ten (10) year term including renewal option.

STATUS OF FINANCING

There is no impact to the General Fund. The total funding for this project is not to exceed \$945,360 including the renewal option, which will be funded by the Fund No. 508, Solid Waste Resources Revenue Fund. No funding is needed in the current fiscal year.

Funds and appropriations for future fiscal years are not yet identified and existing appropriations may change based on available cash balances. Therefore, funds and appropriations will be determined by the Director and General Manager of LASAN.

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract.

The Contractor agrees that any services provided by the Contractor, purchases made by the Contractor or expenses incurred by the Contractor in excess of the appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for the services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment, or incur any expense in excess of the appropriation, amount(s) until the City appropriates additional funds for this Contract.

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Respectfully Submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



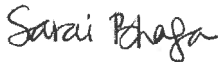
Lynda McGlinchey (Nov 15, 2023 10:53 PST)

LYNDA McGLINCHEY, Program Manager II
Office of Contract Compliance
Bureau of Contract Administration



JOHN L. REAMER, JR.
Inspector of Public Works
Bureau of Contract Administration

REVIEWED AND APPROVED BY:



SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation
Date: 11/6/23

Prepared by:
Nat Isaac, SRSSD
(213) 485-3593

**LETTER OF AGREEMENT
BETWEEN
LEGACY BY-PRODUCTS, L.L.C.
AND
CITY OF LOS ANGELES
FOR
DEAD ANIMAL COLLECTION PROCESSING SERVICES**

WHEREAS, the City of Los Angeles (CITY), LA Sanitation and Environment (LASAN) provides collection of dead animals from 3.8 million residents, several CITY animal shelters, public streets, individual residences, and public parks; and

WHEREAS, disposal services are required for the sanitary disposal of animal carcasses; and

WHEREAS, the CITY currently has a Letter of Agreement with Legacy By-Products, L.L.C., (Vendor) under an Authority for Expenditure (AE21508009M) which was executed on July 2, 2020 for twelve months, and that expired on June 30, 2021; and

WHEREAS, the Vendor has been providing the CITY with excellent dead animal processing and recovery services over the past year; and

WHEREAS in late June 2021, LASAN staff surveyed all five California State licensed dead animal rendering facilities located between Fresno and San Diego; and the results of the LASAN survey revealed that only the Vendor is able and willing to accept all the types of dead animals generated by the CITY for disposal by rendering effective July 2nd 2021; and

WHEREAS, the Vendor possesses the required expertise, equipment, and ability at the location to complete required tasks required; and

WHEREAS, this Letter of Agreement (LOA) is being used by the City to secure the receipt and processing of dead animals from the City of Los Angeles until the process to ratify a sole source contract for such services with the Vendor is complete; and

WHEREAS, the Vendor's services are deemed to be vital to meet the City's commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the City's interests. Thus, per Los Angeles City Charter section 371(e)(2) and section 372, this agreement is exempt from competitive bidding and competitive proposal; and

WHEREAS, by affixing the Vendor's signature to this Letter of agreement, the Vendor agrees to adhere to the Non-Discrimination, Equal Employment Practices and Affirmative Action Program Provisions for the duration of this contract and also acknowledges their responsibility to comply with the Non-Discrimination, Equal Employment Practice and Affirmative Action provisions as shown in the attachment to this LOA;

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of this agreement, it is understood and agreed by and between the parties hereto as follows:

Term of the Agreement:

The term of this agreement shall cover services from July 2nd, 2021 through June 30th, 2022, provided that said term is subject to the provisions of this agreement. Performance shall not commence until the Vendor has obtained the City's approval of required documents described in this agreement, and is in receipt of those and/or other documents as described in this agreement.

Statement of Work to be Provided by the VENDOR:

The Vendor shall provide services which are as follows:

1. The Vendor shall perform work with a degree of skill and diligence normally employed by Vendor's performing the same or similar services.
2. The Vendor shall appoint a project manager to coordinate and supervise the work to be performed under the terms of this agreement (hereinafter referred to as the "Vendor's Project Manager". The Vendor's Project Manager shall have full authority to act on behalf of the Vendor at all times to carry out the provisions of this agreement. In the event of a substitution of Vendor's Project Manager the Vendor shall immediately notify the CITY Project Manager in writing of this substitution.
3. The Vendor shall provide the facility for CITY collection vehicles to drop off dead animal materials. Dead animal materials consist of carcasses that do not exceed the capacity of the CITY's collection vehicle and equipment.
4. The Vendor shall use their own vehicles to collect large carcasses (animal carcasses that exceed the capacity of the CITY collection vehicle and equipment). Upon notification of a large carcass pickup that exceeds the capacity of the City collection vehicle and equipment, LASAN Dead Animal Recovery program supervisors and/or Project Manager will contact the Vendor to schedule a large carcass pickup. The Vendor shall make the collection of the large carcass within 24 hours of the request. The Vendor will record the name and phone number of the caller, the date and time of the call, and the location of the carcass and include this information on the monthly invoice to the City.

5. The Vendor shall issue weight tickets via the Vendor's certified weigh station to all CITY personnel who deliver collected material with a CITY collection vehicle, immediately after the delivery is completed. Weight tickets shall include the following information: Date, Ticket Number, Vehicle ID Number, Gross weight, Tare weight, Net weight, Load Type, and a barcode label containing all the aforementioned information. Weight tickets will be used to calculate monthly invoice payments. The CITY will not pay for those loads that do not have a receipt signed by CITY personnel who deliver collected materials.
6. The Vendor shall provide onsite receiving and washout areas for CITY collection vehicles.
7. As a course of regular business, Vendor shall process all dead animal materials by means of rendering, thermal hydrolysis process, sterilization, gasification, or any new technology, and/or a combination thereof that converts the dead animal materials into beneficial end products. In the event Vendor is temporarily unable to process dead animal material as stated above, Vendor shall notify City Project Manager within 24 hours of discontinuation of regular process and Vendor shall provide alternative disposal method at no additional cost to the City.
8. The Vendor shall take possession and assume sole responsibility for storage, processing, and disposal of all collected materials received from the CITY, and shall also provide for the loading, transport, and disposal of any and all process end-products or residue to landfill or other legitimate end points, at no cost to the CITY.
9. The Vendor shall receive dead animal materials from the City and provide pickup services of large dead animal materials on an as needed basis, Monday through Saturday, every calendar day, between the hours of 7:00 a.m. and 7:00 p.m.
10. The Vendor shall be responsible for providing and maintaining all necessary equipment at its facility.
11. The Vendor shall employ staff, equipment, materials, supplies, and services to operate, maintain, and manage the facility location in accordance with generally accepted skills and practices of similar facilities.
12. The Vendor agrees that the facility location, and equipment used for the performance of this agreement, is subject to reasonable inspections, during normal working hours, by CITY personnel or its agents without prior notice. Said inspections shall be for the purpose of ensuring compliance with the terms of this agreement, applicable laws, and rules and regulations. The Vendor must always accompany CITY personnel while on-site. The CITY shall also have the right, at its expense, to station its representative at any motor vehicle scale, or the scale

house at the facility location, to monitor weighing operations, and to verify recorded tare weights of CITY delivery vehicles and inspect scale accuracy.

13. The Vendor shall be responsible for maintaining sufficient rendering capacity to accommodate the demands of this agreement. The Vendor's batch rendering system has a processing rate of approximately 9,000 pounds per batch, with each batch requiring approximately three (3) hours to process. Vendor agrees to accept all dead animal materials.
14. In the event the facility location becomes non-operational the Vendor shall allocate space for the CITY to place a CITY-owned sealable roll-off dumpster (or the like) at the facility and to allow the CITY the ability to trans-load carcasses into that dumpster and/or to CITY owned transport vehicles at no charge to the CITY, for disposal by CITY crews at a CITY contracted landfill until the facility location either becomes operational again or permanently closes.
15. The Vendor certifies that all processing and disposal utilized at its facility location will comply with applicable local, state, and federal laws, rules, regulations, and pronouncements. The Vendor further certifies that all finished products of which dead animal carcasses are a component will meet all applicable local, state, and federal specifications. The CITY will not be held responsible for, and disclaims any resulting liability thereof, for the Vendor's failure to comply with applicable local, state, and federal laws, rules, regulations, and pronouncements, the result of which is not, in whole or in part, due to the negligence or willful misconduct of the CITY, its agents, or employees.
16. No later than thirty (30) days after the conclusion of each calendar month, the Vendor shall submit a report on compact disc, email, or other electronic format acceptable to the CITY, providing the CITY with a monthly record of all deliveries, in conjunction with a monthly invoice together which shall be used as the basis for determining payment. Monthly reports submitted to the City's designated representative for this agreement, also known as the City Project Manager, and these reports must contain the following information:
 - A. Facility name or location from where the dead animal materials originated.
 - B. CITY Collection Truck Number (full five digits) of all CITY vehicles depositing collected materials.
 - C. Weight ticket(s) information: for all CITY vehicles depositing collected materials, including ticket number, date, vehicle number, gross weight, tare weight, net weight, and driver's signature (unless approved by project manager).
 - D. Total number of loads received per month
 - E. Total number of load types received per month
 - F. Total monthly tonnage of collected materials received at the facility location by type.

The CITY shall not be required to pay Vendor for collected materials delivered by CITY vehicles for which Vendor does not provide the above information and invoice. After receipt of the data in an electronic database, CITY shall pay Vendor for the collected materials delivered corresponding to the data.

17. The Vendor shall maintain all records, including records of financial transactions, pertaining to the performance of this agreement, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than three years following final payment made by the CITY hereunder or after the expiration date of this agreement, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this agreement or within the three years following final payment made by the CITY hereunder or the expiration date of this agreement, whichever occurs last. Vendor shall provide any reports requested by the CITY regarding performance of this agreement. Any subcontract entered into by Vendor, to the extent allowed hereunder, shall include a like provision for work to be performed under this agreement.
18. The Vendor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this agreement, so as to prevent any lien or other claim under any provision of law from arising against the CITY (including reports, documents, and other tangible or intangible matter produced by the Vendor hereunder), against the Vendor's rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to labor-related expenditures.

Should the Vendor determine a need to alter the services described, a request must be submitted to the CITY in writing. The Vendor shall not alter such services without the CITY's written approval.

Terms of Compensation

For the complete and satisfactory performance of the terms of this agreement, the CITY shall pay to the Vendor an amount not to exceed \$78,780.00 per each twelve-month interval of the contract beginning July 2nd, 2021. The schedule of work and prices are as follows:

$$\text{Service Fee} = [T \times C]$$

Where

T =	Total aggregate quantity of collected materials, in pounds;
C =	Disposal Cost per ton (\$500 / Ton for dead animal materials);

The Vendor agrees that the flat service fee for all large carcass collections made by the Vendor and approved by the CITY project manager shall be calculated as follows:

$$\text{Service Fee} = [B+A]$$

Where

B = Base fee of \$250.00 per collection of one large carcass;

A = \$120.00 for each additional large carcass collected at same location as first large carcass for which Base fee applies;

Supporting documentation for all labor, expense, and material charges billed must accompany monthly invoices submitted for payment.

The reimbursement for expenses incurred in the performance of this agreement shall be made only upon acceptance by the CITY of the Vendor's monthly invoice and supporting documentation. Payments to the Vendor may be unilaterally withheld or reduced by the CITY if the Vendor fails to comply with the provisions of this agreement.

Standard Provisions:

Vendor agrees to comply with the provisions outlined in the CITY's "Standard Provisions for City Contracts" (Rev. 10/17), which are incorporated herein by reference. Vendor is responsible for completing and submitting all attendant documentation as requested by the CITY. In the event of an inconsistency between any of the provisions of this agreement and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this agreement;
2. Standard Provisions for City Personal Services Contracts.

Vendor also agrees that unless otherwise exempt by the provisions of the Disclosure of Border Wall Contracting Ordinance (DBWCO) any contract awarded will be subject to the DBWCO, Section 10.50.2 of the Los Angeles Administrative Code.

Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.


Ratification

At the CITY's request, Vendor has continued performance of the services specified herein prior to the execution of this agreement. To the extent that such services were performed in accordance with the terms and conditions of the agreement, the CITY hereby acknowledges the services previously performed by the Vendor and ratifies Vendors performance of said services.

Signature Page

In witness whereof, the City of Los Angeles and Legacy By-Products, L.L.C. have caused this agreement to be executed by their duly authorized representatives:

For: LEGACY BY-PRODUCT, L.L.C.

By: 
Name: ARMANDO MARTIN, JR.
Title: Manager
Date: 9-2-21

For: The CITY OF LOS ANGELES

By: _____
Name: Greg Good
Title: Commissioner
Department: Public Works
Date: _____

For: The CITY OF LOS ANGELES

By: _____
Name: Aura Garcia
Title: Commissioner
Department: Public Works
Date: _____

APPROVED AS TO FORM AND LEGALITY:

MICHAEL N. FEUER, City Attorney

By: _____
Name: ADENA M. HOPENSTAND
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: _____

**SOLE SOURCE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
LEGACY BY-PRODUCTS, L.L.C.
FOR DEAD ANIMAL PROCESSING AND RECOVERY
SERVICES**



**City of Los Angeles
Department of Public Works
LA Sanitation and Environment**

**Barbara Romero, Director
Alexander E. Helou, Assistant Director**

**Solid Resources Support Services Division
Cecile Buncio, Division Manager**

SOLE SOURCE AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
LEGACY BY-PRODUCTS, L.L.C. FOR DEAD ANIMAL PROCESSING AND
RECOVERY SERVICES

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SOLE SOURCE AGREEMENT BETWEEN
THE CITY OF LOS ANGELES AND LEGACY BY-PRODUCTS, L.L.C.
FOR DEAD ANIMAL PROCESSING AND RECOVERY SERVICES

This AGREEMENT is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by order of and through its Board of Public Works (hereinafter referred to as “CITY”) and Legacy By-Products, L.L.C. (hereinafter referred to as the “CONTRACTOR”), and is set forth as follows:

WITNESSETH

WHEREAS, the City of Los Angeles (CITY), Bureau of Sanitation (LASAN) provides curbside service for collection of dead animals to 3.8 million residents from several CITY animal shelters, public streets, individual residences, and public parks through the City Dead Animal Recovery (DAR) program; and

WHEREAS, DISPOSAL services are required for the sanitary disposal of animal carcasses; and

WHEREAS there are only two permitted landfills within the Southern California region that accept dead animals for disposal by landfill burial. These two landfills are the El Sobrante Landfill (ESL), located in Riverside, California, and operated by Waste Management, Inc., and the Mid-Valley Landfill (MVL), located in Rialto, California, and owned and operated by Arakelian Enterprises, d.b.a. Athens Services. Both landfills are approximately 1.5 – 2 hours driving distance each way from the City of LA and both have stringent requirements that prevent the City from contracting with them for delivery of dead animals to their facilities; and

WHEREAS ESL only accepts dead animal loads at night, from 9:00 pm to 6:00 am., and has a 15-ton minimum weight per delivery which is more than two weeks’ worth of dead animals collected by LASAN; and

WHEREAS MVL requires a minimum of 24 hours’ notice prior to each direct delivery of a dead animal load for disposal; and

WHEREAS there are no transfer stations in southern California that are permitted to allow dead animal transfer from each of the six LASAN DAR trucks to a larger truck which would necessitate each of the six LASAN DAR trucks directly deliver their loads to either MVL on a daily basis or ESL on a bi-weekly basis; and

WHEREAS landfill disposal of dead animals generates more harmful air emissions and greenhouse gases than via the use of a rendering disposal process; and

WHEREAS in late June 2021, LASAN staff surveyed all five (5) California State licensed dead animal rendering facilities located between Fresno and San Diego, the results of which revealed that of those five vendors, only the CONTRACTOR is able and

willing to accept all the types of dead animals generated by the CITY for disposal, PROCESSING; and

WHEREAS, in 2020 the County of Los Angeles Department of Animal Care and Control canvassed all businesses throughout Southern California with a solicitation for Dead Animal Disposal Services and received the only response to their solicitation from the Vendor; and

WHEREAS, the CITY currently has a Letter of Agreement (LOA) with Legacy By-Products, L.L.C., (CONTRACTOR) to secure the receipt of services for PROCESSING and DISPOSAL of dead animals from the CITY until the process to approve this AGREEMENT for such services with the CONTRACTOR is complete; and

WHEREAS, the CONTRACTOR has been providing the CITY with excellent dead animal PROCESSING and recovery services over the past year and a half; and

WHEREAS, the CONTRACTOR continues to possess and demonstrate the qualifications and required expertise, equipment, and ability at the location to perform said services; and

WHEREAS, the Vendor's services are deemed to be vital to meet the CITY's commitment to protecting the public health and environment, maintaining safe work environments, and efficient operations; and

WHEREAS, the CITY desires to encourage the use of innovative technologies to improve environmental benefits to Los Angeles such as through higher end-product recovery rates, lower greenhouse gas emissions, and energy recovery processes; and

WHEREAS, the CITY desires to retain the CONTRACTOR for a period of five (5) years with an option to renew for five (5) additional years to provide the required professional and technical services defined herein;

WHEREAS, the Vendor will provide a unique and technical service for a temporary duration, for which the use of competitive bidding for such services is not practical or advantageous, nor reasonably practicable or compatible with the CITY's interests. Thus, per Los Angeles City Charter section 371(c)(2) and section 372, this agreement is exempt from competitive bidding and competitive proposal; and

NOW, THEREFORE, in consideration of the foregoing and of the promises, covenants, and benefits which will accrue to the parties hereto in carrying out the terms and conditions of this AGREEMENT, it is understood and agreed by and between the parties hereto as follows:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, and/or section headings appearing in this CONTRACT have been inserted for convenience and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, intent, or construction of any of the terms or provisions hereof. The language of this AGREEMENT shall be construed according to its fair meaning and not strictly for or against the CITY or the CONTRACTOR. The word “CONTRACTOR” herein in this AGREEMENT includes the party or parties identified in the AGREEMENT. The singular shall include the plural; if there is more than one CONTRACTOR herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

ARTICLE 2 – DEFINITIONS

It is understood that the following words and phrases are used herein, and that each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This contractual agreement between the CITY and Legacy By-Products, L.L.C. for dead animal PROCESSING services.
APPLICABLE LAWS	All statutes, rules, regulations, permits, requirements or orders of the United States, State of California, CITY, County of Los Angeles, and all other federal, state, regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the FACILITY, the FACILITY LOCATION, or the performance of the CONTRACTOR’S and CITY’S respective obligations under this AGREEMENT.
BOARD	The Board of Public Works of the City of Los Angeles.
CALENDAR DAY	Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.
CERTIFIED WEIGH STATION	A FACILITY operating a weigh scale for large vehicles that is in compliance with the Weight and Measure laws in the California Business and Professions Code, and operated by a licensed weigh master. The FACILITY scale shall also bear a seal of approval by a county sealer of weights and

	measures under the supervision and direction of the Secretary of Food and Agriculture.
CITY	The City of Los Angeles, Board of Public Works or its subordinate Bureaus. Depending on the context in which it is used, the term CITY may also refer to the geographic area known as the City of Los Angeles, the City Council, other Departments of the City of Los Angeles, or any person employed by the City of Los Angeles who is authorized to represent the City of Los Angeles, such as the CITY PROJECT MANAGER, in manners concerning this AGREEMENT.
CITY PROJECT MANAGER	The CITY'S designated representative for all issues related to this AGREEMENT.
COLLECTED MATERIALS	Dead animal carcasses and/or commingled food scraps/yard trimmings that are delivered to the FACILITY by CITY-owned vehicles or by other vehicles that are approved by the CITY PROJECT MANAGER for collection of LARGE CARCASSES as delivered by the CONTRACTOR on behalf of the CITY.
CONTAMINATION	All materials delivered with COLLECTED MATERIALS that do not constitute dead animals or commingled food scrap/yard trimmings.
CONTRACTOR	Legacy By-Products, L.L.C.
CONTRACTOR'S PROJECT MANAGER	An appointed representative from Legacy By-Products, L.L.C. authorized to act on behalf of the CONTRACTOR'S interest on all matters of this AGREEMENT.
DIRECTOR	Director of LASAN or his/her designated representative.
DISPOSAL	The transfer of any COLLECTED MATERIALS from the FACILITY to other locations for further PROCESSING and/or permanent storage.
FACILITY or FACILITY LOCATION	The receiving area of the CONTRACTOR, located at 4105 Bandini Boulevard, Vernon, California 90058.

HOLIDAYS	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas, and other holidays officially designated and observed as such by the CITY.
LASAN	LA Sanitation and Environment, Bureau of Sanitation, Department of Public Works, City of Los Angeles.
LARGE CARCASSES	Animal carcasses (i.e. – horses, cows, deer, etc.) that LASAN deems too large for the CITY's DAR program collection vehicles and equipment and that necessitates the services of the CONTRACTOR for collection and DISPOSAL.
MONITOR/MONITORING	The observing, documenting, and reporting of all PROJECT-related activities as defined in ARTICLE 4.
PROCESS/PROCESSED/ PROCESSING	The conversion of COLLECTED MATERIALS into a beneficial product as stated in ARTICLE 4, Section 4.6.
PROJECT	The receiving and PROCESSING of COLLECTED MATERIALS in accordance with all applicable permits and environmental laws as specified in ARTICLE 3.
RECOVERY	The sale, transfer, or application of a beneficial product made from a PROCESS for use in a specific purpose.
TON	2,000 pounds.
WEIGHT TICKET	Receipt for COLLECTED MATERIALS weighed at the CONTRACTOR'S CERTIFIED WEIGH STATION.

ARTICLE 3 – PROJECT DESCRIPTION

LASAN is responsible for the management of solid resources through collection, recycling, and disposal of refuse, yard trimmings, recyclables, horse manure, dead animals, bulky items, and other special wastes. The collection of these solid resources is accomplished using a fleet of over 700 heavy-duty vehicles deployed within six (6) wastesheds: East Valley, West Valley, North Central, South Los Angeles, West Los Angeles, and Harbor. This PROJECT specifically addresses the collection and

DISPOSAL of dead animals and shall consist of the following:

3.1 The CONTRACTOR shall provide the FACILITY for CITY personnel to deliver COLLECTED MATERIALS.

3.2 CITY staff, in CITY vehicles, will collect and deliver COLLECTED MATERIALS from the CITY to the FACILITY. Alternatively, with approval from the CITY PROJECT MANAGER, the CONTRACTOR will collect and deliver LARGE CARCASSES to the FACILITY.

3.3 The CONTRACTOR is responsible for PROCESSING and DISPOSAL of the COLLECTED MATERIALS in accordance with APPLICABLE LAWS, rules, regulations, and permit conditions of federal, state, and local agencies.

ARTICLE 4 – RESPONSIBILITIES AND TASKS TO BE PERFORMED BY THE CONTRACTOR

4.1 The CONTRACTOR shall perform work with a degree of skill and diligence normally employed by contractors performing the same or similar services.

4.2 The CONTRACTOR shall appoint a project manager to coordinate and supervise the work to be performed under the terms of this AGREEMENT (hereinafter referred to as the “CONTRACTOR’S PROJECT MANAGER”). The CONTRACTOR’S PROJECT MANAGER shall have full authority to act on behalf of the CONTRACTOR at all times to carry out the provisions of this AGREEMENT. In the event of a substitution of the CONTRACTOR’S PROJECT MANAGER, the CONTRACTOR shall immediately notify the CITY PROJECT MANAGER in writing of this substitution.

4.3 The CONTRACTOR shall provide the FACILITY for CITY collection vehicles to drop off COLLECTED MATERIALS.

4.4 The CONTRACTOR shall issue WEIGHT TICKETS via the CONTRACTOR’S CERTIFIED WEIGH STATION, to all CITY personnel who deliver COLLECTED MATERIALS with a CITY collection vehicle, immediately after the delivery is completed. WEIGHT TICKETS shall include the following information: FACILITY LOCATION, date, ticket number, vehicle ID number, gross weight, tare weight, net weight, load type, driver’s signature, and a barcode label containing all the aforementioned information. WEIGHT TICKETS will be used to calculate monthly invoice payments. The CITY will not pay for those loads that do not have a receipt signed by CITY personnel who deliver COLLECTED MATERIALS.

4.5 The CONTRACTOR shall provide onsite receiving and washout areas for CITY collection vehicles at no cost to the CITY.

4.6 The CONTRACTOR shall PROCESS COLLECTED MATERIALS by means of grinding, rendering, thermal hydrolysis process, sterilization, gasification, or any new technology, and/or a combination thereof into beneficial end products. In the event Legacy is required to cease its PROCESSING operations due to temporary equipment failures and/or non-compliance with regulatory requirements, Legacy shall continue acceptance of COLLECTED MATERIALS and dispose of such materials in a permitted landfill.

4.7 The CONTRACTOR shall take possession and assume sole responsibility for storing, PROCESSING, and DISPOSING all COLLECTED MATERIALS received from the CITY and all LARGE CARCASSES collected on behalf of the CITY, and shall also provide for the loading, transporting, and DISPOSING of any and all PROCESS end-products or residue to landfill or other legitimate end points at no additional cost to the CITY, except those costs described in Article 8.

4.8 The CONTRACTOR shall accept deliveries of COLLECTED MATERIALS, collected by the CITY, Monday through Sunday (seven (7) days a week), every CALENDAR DAY, between the hours of 7:00 a.m. and 7:00 p.m.

4.9 The CONTRACTOR shall be responsible for providing and maintaining all necessary equipment at its FACILITY.

4.10 The CONTRACTOR shall employ staff and maintain on hand equipment, materials, supplies, and services to operate, maintain, and manage the FACILITY LOCATION in accordance with generally accepted skills and practices of similar facilities.

4.11 The CONTRACTOR agrees that the FACILITY LOCATION and equipment used for the performance of this AGREEMENT is subject to reasonable inspections, during normal working hours, by CITY personnel or its agents without prior notice. Said inspections shall be for the purpose of ensuring compliance with the terms of this AGREEMENT and APPLICABLE LAWS. The CONTRACTOR must always accompany CITY personnel while on-site.

The CITY shall also have the right, at its expense, to station its representative at any motor vehicle scale or the scale house at the FACILITY LOCATION to MONITOR weighing operations, verify recorded tare weights of CITY delivery vehicles, and inspect scale accuracy.

4.12 The CONTRACTOR shall be responsible for maintaining a sufficient rendering PROCESSING capacity to accommodate the demands of this AGREEMENT. The CONTRACTOR'S batch rendering system has a PROCESSING rate of approximately 9,000 pounds per batch with each batch

requiring approximately three (3) hours to fully PROCESS. The CONTRACTOR agrees to accept all COLLECTED MATERIALS but reserves the right to reject such loads if they contain 10% or more by weight of CONTAMINATION.

4.13 Should a Force Majeure Event take place rendering the FACILITY LOCATION non-operational, the CONTRACTOR shall allow the CITY the ability to transload carcasses to larger transport vehicles at the FACILITY until the FACILITY LOCATION becomes operational again. (See Article 21)

4.14 The CONTRACTOR certifies that all PROCESSING and DISPOSAL utilized at its FACILITY LOCATION will comply with all APPLICABLE LAWS. The CONTRACTOR further certifies that all finished products of which dead animal carcasses are a component will meet all applicable local, state, and federal specifications.

The CITY will not be held responsible, and disclaims any resulting liability thereof, for the CONTRACTOR'S failure to comply with APPLICABLE LAWS., the result of which is not, in whole or in part, due to the negligence or willful misconduct of the CITY, its agents, or employees.

4.15 No later than thirty (30) days after the conclusion of each calendar month, the CONTRACTOR shall submit a report to the CITY PROJECT MANAGER via compact disc, email, or other electronic format acceptable to the CITY, providing the CITY with a monthly record of all deliveries, which shall be used as the basis for determining payment (ARTICLE 8). Such monthly reports must contain the following information:

For COLLECTED MATERIALS delivered by CITY:

- A. Name of FACILITY LOCATION where the CITY load was received.
- B. Type of PROCESSING and/or DISPOSAL method applied to COLLECTED MATERIAL.
- C. WEIGHT TICKET(s) information for the month: for all CITY vehicles depositing COLLECTED MATERIALS, including ticket number, date, five-digit CITY collection vehicle number, gross weight, tare weight, net weight, and driver's printed name and signature (unless approved by the CITY PROJECT MANAGER) throughout the month.
- D. Total number of loads received per month.
- E. Total number of load types received per month.

- F. Total monthly net tonnage of COLLECTED MATERIALS received at the FACILITY LOCATION by type.

For LARGE CARCASSES collected by CONTRACTOR:

- A. Name of the FACILITY LOCATION where the carcass was received.
- B. Date.
- C. Address of carcass collection.
- D. Type of animal.
- E. Total number of carcasses collected.
- F. Type of PROCESSING applied to COLLECTED MATERIAL.

The CITY shall not be required to pay the CONTRACTOR for COLLECTED MATERIALS delivered by CITY vehicles for which the CONTRACTOR does not provide the above information. In addition, each month the CONTRACTOR shall submit a copy of the database used to generate the monthly report to the CITY. After receipt of the monthly report and database, the CITY shall pay the CONTRACTOR for the COLLECTED MATERIALS delivered corresponding to this data.

4.16 Maintenance of Records

The CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by the CITY. These records shall be retained for a period of no less than four (4) years following the final payment made by the CITY hereunder, the expiration date of this AGREEMENT, or the termination of this contract, whichever occurs last. Said records shall be subject to examination and audit by authorized CITY personnel or by the CITY'S representative at any time during the term of this AGREEMENT or within the four (4) years following final payment made by the CITY hereunder, the expiration date of this AGREEMENT, or the termination of this contract, whichever occurs last. The CONTRACTOR shall provide any reports requested by the CITY regarding the performance of this AGREEMENT. Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT.

In lieu of retaining the records for the term as prescribed in this provision the CONTRACTOR may, upon the CITY'S written approval, submit the required information to the CITY in an electronic format, e.g. USB flash drive, at the expiration or termination of this AGREEMENT.

- 4.17 The CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT, so as to prevent any lien or other claim under any provision of law from arising against the CITY (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), against the CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Code, Division 1, Part 2, Chapter 1, Section 2601 with respect to labor-related expenditures.

ARTICLE 5 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

The CITY designates Nat Isaac as the CITY PROJECT MANAGER to represent the CITY in all matters within the scope of this AGREEMENT within the scope of work and the maximum obligation of this CONTRACT, as set forth herein. The CITY PROJECT MANAGER'S authority shall extend to authorizing modifications to this AGREEMENT as mutually agreed upon in writing. Whenever the term "approval of CITY", "consult with CITY", "confer with CITY", or similar terms are used, they shall refer to the CITY PROJECT MANAGER. The CITY may designate another CITY employee to succeed Nat Isaac as the CITY PROJECT MANAGER or the CITY PROJECT MANAGER may designate an assistant to act in his stead and in such an event, the CITY shall notify the CONTRACTOR in writing.

5.1 The CITY shall not guarantee any daily minimum tonnage of COLLECTED MATERIALS. Both the CONTRACTOR and the CITY acknowledge that there will be daily, monthly, and/or seasonal fluctuations.

5.2 The CITY or its agents shall be responsible for delivering or cause to be delivered COLLECTED MATERIALS collected by the CITY to the receiving FACILITY LOCATION.

5.3 The CITY shall perform all of its duties hereunder in compliance with all APPLICABLE LAWS and regulations, including the CONTRACTOR'S site rules.

ARTICLE 6 – SUSPENSION AND TERMINATION

At the CITY'S sole discretion, the CITY may suspend any or all services provided under this CONTRACT by providing the CONTRACTOR with a written notice of suspension. Upon receipt of the notice of suspension, the CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs, or expenses to the CITY until the CITY gives written notice to recommence the services.

This AGREEMENT may be terminated in whole or in part in writing by either party in the Event of Default by the other party through failure to fulfill its obligations under this AGREEMENT through no fault of the terminating party, provided that no termination may be effected unless the other party is given not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and an opportunity for consultation with the terminating party prior to termination. Termination of this CONTRACT in whole or in part is subject to the following limitations:

6.1 Events of Default by the CONTRACTOR

Events of Default by the CONTRACTOR shall include but not be limited to:

- A. The filing of an involuntary petition in bankruptcy without the consent of the CONTRACTOR, which is not dismissed within ninety (90) CALENDAR DAYS of the filing date, under Title 11 of the United States Code, or any other applicable bankruptcy, insolvency, reorganization or similar law; or the filing of a voluntary petition of bankruptcy by the CONTRACTOR, under Title 11 of the United States Code, or any other applicable insolvency, reorganization or similar law; or the appointing of a receiver, liquidator, trustee or a similar official of the CONTRACTOR;
- B. Material inaccuracy of any warranty or representation made herein by the CONTRACTOR which impairs the CONTRACTOR'S ability to perform hereunder;
- C. Failure to maintain control of the FACILITY LOCATION through a lease, ownership, or other agreement;
- D. Failure to obtain or maintain all applicable licenses, permits, and approvals;
- E. Failure to accept COLLECTED MATERIALS collected by the CITY with less than 10% by weight of CONTAMINATION;
- F. Failure to maintain the insurance or self-insurance, and performance bond, required by the provisions of ARTICLE 10, hereof;
- G. Failure to perform any other material obligation of the CONTRACTOR under the terms of this AGREEMENT;
- H. Failure to properly operate and maintain the FACILITY in accordance with APPLICABLE LAWS and regulations including but not limited to the local Department of Health Agricultural Commission, local Planning Commission, and State of California;

- I. Failure to submit accurate monthly summary reports with the monthly invoice;
- J. Failure to submit WEIGHT TICKETS for PROCESSED COLLECTED MATERIALS;
- K. Engaging in dishonest conduct related to the performance or administration of this CONTRACT or violating the CITY's lobbying policies;

6.2 Events of Default by the CITY

6.2.1 Events of Default by the CITY shall be:

- A. Failure of the CITY to pay the approved invoice(s) defined in ARTICLE 8, Section 8.2 as specified in ARTICLE 8, Section 8.9, hereto;
- B. Repeated and continued failure by CITY truck operators to comply with operating procedures at the FACILITY.

6.2.2 The foregoing shall not constitute an Event of Default unless:

- A. The CONTRACTOR has given prior written notice to the CITY stating that a specified failure or refusal to perform exists which will, unless corrected, constitute an Event of Default on the part of the CITY and which will, in the CONTRACTOR'S opinion, give the CONTRACTOR a right to terminate this AGREEMENT for cause under ARTICLE 6, Section 6.3; provided, that failure by the CONTRACTOR to give such notice shall not be construed or deemed to be a waiver of its rights to subsequently give such notice and terminate this AGREEMENT; and
- B. The CITY has not corrected or, in the case of subsection (A) of ARTICLE 6, Section 6.2.2, diligently takes steps to correct such failure, refusal, or Event of Default within a reasonable period of time, but not more than thirty (30) days, from receipt of the notice given pursuant to subsection (A) of ARTICLE 6, Section 6.2.2, hereof.

6.3 Process of Termination of AGREEMENT for an Event of Default

Either party may terminate this AGREEMENT, in whole or in part, in writing, in the Event of Default by the other party. However, no such termination, except termination for the bankruptcy or insolvency of the CONTRACTOR described in item (A) of ARTICLE 6, Section 6.1, hereof, or the failure of the CONTRACTOR to provide insurance coverage described in item (F) of ARTICLE 6, Section 6.1

hereof, or termination due to an offense involving moral turpitude under federal, state, or local laws described in item (A-D) of ARTICLE 6, Section 6.4 hereof, may be effected unless the other party is given:

- A. not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, which notice may be given at the same time as notice pursuant to subsection (A) of ARTICLE 6, Section 6.2.2; and
- B. An opportunity for consultation with the terminating party before termination; and
- C. In the event the CITY seeks termination, a hearing before the BOARD can be requested by the CONTRACTOR, in writing addressed to the BOARD and made within thirty (30) CALENDAR DAYS of the date of the CITY's written notice of intent to terminate. If the BOARD does not receive a written request for a hearing within such time, termination shall be deemed final as of the date specified in the written notice of intent to terminate. If the BOARD receives a written request for a hearing within such time, the BOARD shall hold a hearing as expeditiously as possible, but in no event later than forty-five (45) CALENDAR DAYS following receipt of the CONTRACTOR's notice to the BOARD requesting a hearing. If the BOARD affirms the termination, termination shall be effective 15 days from the date of the BOARD's decision, whether written or oral, or such later time as the BOARD sets for the date of termination.

6.4 Acts of Moral Turpitude

- A. The CONTRACTOR shall immediately notify the CITY if the CONTRACTOR or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
- B. If the CONTRACTOR or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to an Act of Moral Turpitude, the CITY may immediately terminate this CONTRACT.
- C. If the CONTRACTOR or a Key Person is charged with or indicted for an Act of Moral Turpitude, the CITY may terminate this CONTRACT after providing the CONTRACTOR an opportunity to present evidence of the CONTRACTOR'S ability to perform under the terms of this CONTRACT.

- D. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in the California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elder abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.
- E. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this CONTRACT, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of the CONTRACTOR.

6.5 If the CITY effectuates termination for the CONTRACTOR's default, an equitable adjustment in the price provided for in this AGREEMENT shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the CITY because of the CONTRACTOR's default.

If the CONTRACTOR effectuates termination for the CITY's default, or if the CITY effectuates termination only for convenience, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to the termination, excluding attorney's fees, in addition to settlement costs reasonably incurred by the CONTRACTOR relating to written commitments that were executed prior to the termination. Thereafter, the CONTRACTOR shall have no further claims against the CITY under this AGREEMENT.

6.6 Termination for Convenience

This CONTRACT may be terminated in whole or in part in writing by the CITY for its convenience, provided that the CONTRACTOR is given (1) not less than thirty (30) CALENDAR DAYS' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination. Upon receipt of said written notice, the CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expense, except as may be reasonably necessary to terminate its activities.

6.7 Upon conclusion of the date of termination as specified in the termination notice provided to the CONTRACTOR under this article, the CONTRACTOR shall 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the CITY all finished or unfinished documents and materials produced or procured under this CONTRACT, including all intellectual property rights thereto, which shall become CITY property upon date of such termination. The CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY's ownership of rights provided herein.

6.8 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

Upon conclusion of the date of the termination notice provided by the CITY to the CONTRACTOR under Section 6.3 of ARTICLE 6, or in the event of a conviction of an act of moral turpitude under Section 6.4 of ARTICLE 6, the CITY may take over the work and may award another party an agreement to complete the work under this AGREEMENT.

6.9 The rights and remedies of the CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this CONTRACT.

ARTICLE 7 – SUBCONTRACT APPROVAL

All subcontracts that are one half of one percent (0.5%) of the total CONTRACT or \$10,000, whichever is greater, shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY showing the subcontract's name and dollar amount of each subcontract. Wholly owned subsidiaries of the CONTRACTOR shall not be considered subcontractors.

All subcontracts shall require the prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY PROJECT MANAGER showing the subcontractor's name and dollar amount of each subcontract. Wholly-owned subsidiaries of the CONTRACTOR shall not be considered subcontractors. The CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. The CONTRACTOR shall not add subcontractors to assist in the performance of this AGREEMENT without the prior written approval of the CITY. If the CITY permits the use of subcontractors, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve the CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay the CONTRACTOR'S subcontractors, and nothing herein creates any privity of contract between the CITY and the subcontractors.

ARTICLE 8 – COMPENSATION, INVOICING AND PAYMENT

8.1 Compensation

For and in consideration of the services performed by the CONTRACTOR, the CITY shall compensate the CONTRACTOR on a flat fee basis for LARGE ANIMAL CARCASS collection, or on a cost-per-ton basis for CITY collected materials, pursuant to the tasks performed by the CONTRACTOR as described in Article 4 herein, which shall be the sole compensation paid to the CONTRACTOR by the CITY for all services provided by the CONTRACTOR, except as otherwise agreed upon, in writing, by both parties. The CONTRACTOR shall agree that the cost-per-ton stated to the CITY includes all its overhead, capital costs, permit fees, profit, and any and all other costs of the PROJECT.

A discount of one percent (1%) will be applied to the invoice amount for payments made to the CONTRACTOR within thirty (30) days of the date the CITY receives a properly documented invoice (as defined in Article 4, Section 4.15 and Article 8, Section 8.8).

8.2 The CONTRACTOR agrees that the cost-per-ton service fee for all services provided in this AGREEMENT shall be calculated based on the monthly COLLECTED MATERIALS tonnage received by the CONTRACTOR at the FACILITY as follows:

$$\text{DISPOSAL Service Fee} = [T \times C]$$

Where:

T = Total aggregate quantity of COLLECTED MATERIALS, in TONS;

C = DISPOSAL Cost per TON (\$500 / TON for COLLECTED MATERIAL loads or \$50.00 / TON for separate commingled food scrap/yard trimmings loads containing no dead animals); In the event Legacy is required to cease PROCESSING operations due non-compliance with regulatory requirements, the City will only be required to pay \$200.00 per ton of COLLECTED MATERIALS delivered to Legacy for landfill disposal.

The CONTRACTOR agrees that the flat service fee for LARGE CARCASS collections made by the CONTRACTOR and approved by the CITY PROJECT MANAGER shall be calculated as follows:

$$\text{Collection Service Fee} = [B+A]$$

Where:

B = Base fee of \$280.00 per collection of one LARGE CARCASS;

A = A fee of \$50.00 for each additional LARGE CARCASS collected from the same location as the carcass stated in B;

8.3 Should the CONTRACTOR suffer substantial increased costs associated with the services it is providing pursuant to this AGREEMENT, which are outside its control, the CONTRACTOR may request an increase in the unit cost paid by the CITY based on cost substantiation. The CONTRACTOR agrees to provide the CITY with substantiated written documentation supporting its request for any increase in the cost-per-ton to the CITY. The CITY shall have the right to review the documentation and either agree to pay the requested increase, a different negotiated amount, or deny the CONTRACTOR'S request. Examples of increased costs outside of the CONTRACTOR'S control include but are not limited to such items as changes in regulatory and tax requirements. Any increase granted by the CITY shall be retroactive to the effective date of the increased cost upon a verifiable substitution as provided by the CONTRACTOR.

8.4 The CITY'S obligation to provide compensation to the CONTRACTOR under this AGREEMENT shall only be to the extent of the present CITY appropriation to fund this AGREEMENT. No action, statement or omission of any officer, agent or employee of the CITY shall impose any obligation upon the CITY, such officer, agent, or employee of the CITY, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. No work shall create an immediate indebtedness nor shall indebtedness arise against the CITY for said work until and unless there is an appropriation of funds to pay for said work.

8.5 The CITY shall pay the CONTRACTOR for services rendered hereunder in an amount to be calculated and described herein. Such sums shall be paid in accordance with monthly invoices prepared by the CONTRACTOR and submitted to the CITY as described in ARTICLE 8, Sections 8.6, 8.7, 8.8, 8.9, 8.10, and 8.11.

8.6 Invoicing

The CONTRACTOR shall submit to the PROJECT MANAGER an original and two (2) hard copies of an invoice, referenced to this AGREEMENT, for services rendered for each preceding month. In addition, the CONTRACTOR shall submit to the PROJECT MANAGER an electronic version of the monthly invoice. Invoices shall be prepared in such form and supported by WEIGHT TICKETS and other source documents as may be reasonably required by the CITY to verify the amount of each invoice. If original WEIGHT TICKETS are unavailable,

photocopies or printouts of WEIGHT TICKETS that have the driver's signature will be accepted.

8.7 The PROJECT MANAGER shall review the CONTRACTOR'S invoice(s) and notify the CONTRACTOR in writing of exceptions or any disputed tonnage within sixty (60) days of receipt. The total invoice amount less any exceptions or disputed tonnage shall be considered approved for payment by the CITY. If the PROJECT MANAGER does not notify the CONTRACTOR of exceptions or disputed tonnage within sixty (60) days of receipt, then the entire invoice amount shall be deemed approved for payment. The CITY shall pay the CONTRACTOR all amounts approved for payment after the CITY PROJECT MANAGER receives, reviews, and approves the CONTRACTOR'S invoices.

8.8 Invoices shall be submitted via mail or courier, and via email to:

Nat Isaac
DAR CITY PROJECT MANAGER
Solid Resources Support Services Division
Bureau of Sanitation
1149 S. Broadway Street, Suite 500
Los Angeles, CA 90015

Nat.Isaac@lacity.org

8.9 The CITY shall not be responsible for the payment of invoices or supplemental invoices submitted to the CITY more than sixty (60) days after the date of service.

8.10 Should the CITY require the use of the finished product, the CONTRACTOR agrees to offer the CITY right of first refusal, based upon a negotiated price per TON.

8.11 Costs Incurred Prior to Full Execution of This AGREEMENT.

Costs incurred by the CONTRACTOR prior to the actual date of full execution of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT, said costs are reviewed and approved by the CITY, said approval for payment occurs after the AGREEMENT is fully executed, and an appropriation of funds to pay for said work has been made.

8.12 The Cost Ceiling for this CONTRACT is in the amount of \$393,900 for the entire 5-year term of the CONTRACT. The cost ceiling will automatically be increased to \$787,800 if the CONTRACT is renewed for an additional five (5) years.

8.13 Late Charges

The CITY does not pay late penalties or interest on outstanding invoices. The CITY is not responsible for the payment of any interest, late charges, or penalties incurred by the CONTRACTOR from any subcontractor or supplier for any item provided under this CONTRACT.

8.14 When and to the extent that the Project Services Cost Estimate has been increased, any costs incurred by the CONTRACTOR in excess of the Project Services Cost Estimate for any Task Order, prior to such increase, shall be allowable to the same extent as if such costs had been incurred after the increase.

8.15 Financial Liability Clause

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for the CITY to comply with its governing legal requirements, the CITY's obligations under this AGREEMENT shall only be to the extent of the present appropriation to fund the AGREEMENT. No action, statement, or omission of any officer, agent, or employee of the CITY shall impose any obligation upon the CITY, such officer, agent, or employee, except to the extent the CITY has appropriated funds and otherwise in accordance with the terms of this AGREEMENT. The CONTRACTOR agrees that any services provided by the CONTRACTOR, purchases made by the CONTRACTOR, or expenses incurred by the CONTRACTOR in excess of the appropriation(s) shall be free and without charge to the CITY and the CITY shall have no obligation to pay for the services, purchases, or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until the CITY appropriates additional funds for this CONTRACT.

The CONTRACTOR and the CITY agree that no indebtedness for work performed which results in costs under this AGREEMENT shall arise against the CITY until and unless there is an appropriation of funds to pay for such work. However, if the CITY shall appropriate funds for any successive fiscal years, the CITY'S obligations shall be extended to the extent of such appropriation subject to the terms and conditions of this AGREEMENT.

8.17 Fiscal Emergency

In the event of a formal declaration of a fiscal emergency by the Mayor of the CITY, the CONTRACTOR shall agree to a reduction in the cost-per-ton and flat service fee rates stated in Article 8, Section 8.2 by a minimum of 10% until the Mayor of the CITY declares an end to the fiscal emergency.

ARTICLE 9 – AMENDMENTS, CHANGES OR MODIFICATIONS

9.1 Amendments, changes or modifications in the terms of this AGREEMENT may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto. Any Amendments, changes or modifications of the AGREEMENT will need BOARD OF PUBLIC WORKS approval prior to taking effect.

9.2 Should the CITY or its representatives request the CONTRACTOR to perform any related service that is not within the scope of ARTICLE 4 herein, the CONTRACTOR is required to perform the service, and the cost for such service shall be negotiated at the time of request.

9.3 Compensation for services described in ARTICLE 4 above, as well as adjustments for an overall increase in the level of effort expended by the CONTRACTOR shall not include an adjustment of the costs paid to the CONTRACTOR for services required as a result of errors, omissions, or other problems, which are solely the fault of the CONTRACTOR.

ARTICLE 10 – INSURANCE AND BONDS

10.1 Insurance

During the term of this CONTRACT and without limiting the CONTRACTOR's obligation to indemnify, hold harmless, and defend the CITY, the CONTRACTOR shall provide and maintain at its own expense during the term of this CONTRACT a program of insurance having the coverage and limits customarily carried and actually arranged by the CONTRACTOR but not less than the amounts and types listed on the Insurance Requirements Sheet (Form Gen 146), in Exhibit A-01 hereto, covering its operations hereunder. Such insurance shall conform to CITY requirements as established by charter, ordinance, or policy and shall comply with the instructions set forth, in Exhibit A-01, and which can also be found at the City Administrative Officer website found at the following URL:

http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf

and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. and shall otherwise be in a form acceptable to the City Administrative Officer, Risk Management. The CONTRACTOR shall comply with all insurance Contractual Requirements shown on Exhibit A-01 hereto. The CITY may update or change the requirement levels set forth in Exhibit A-01 at the CITY's sole discretion and must provide a minimum of 30 days for the CONTRACTOR to comply with any change in requirements. Exhibit A-01 is hereby incorporated by reference and made a part of this CONTRACT.

10.2 Bonds

The Office of the City Administrative Officer, Risk Management has determined surety bonds (performance and payment bonds) are not required under this CONTRACT. All bonds which may be required hereunder shall conform to CITY requirements established by Charter, ordinance, or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

ARTICLE 11 – INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its boards, officers, agents, employees, assigns, and successors in interest, the CONTRACTOR undertakes and agrees to defend, indemnify, and hold harmless the CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and costs of litigation (including all actual litigation costs incurred by the CITY, including but not limited to costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the CONTRACTOR'S employees and agents, or damage of or destruction of any property of either party hereto, or of third parties, arising in any manner by reason of negligent acts, errors, omissions, or willful misconduct incident to the performance of this AGREEMENT on the part of the CONTRACTOR or its subcontractors of any tier. The rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this paragraph shall survive termination or expiration of this AGREEMENT.

ARTICLE 12 – INDEPENDENT CONTRACTOR

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY. The CITY shall not represent or otherwise hold itself out or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CONTRACTOR.

ARTICLE 13 – WARRANTY AND RESPONSIBILITY OF THE CONTRACTOR

13.1 The CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among

those firms within the CONTRACTOR'S professions, doing the same or similar work under the same or similar circumstances.

13.2 The CONTRACTOR shall be responsible for the professional quality, specifications, technical accuracy, timely completion, reports, and other services furnished by the CONTRACTOR and its subcontractors under this AGREEMENT. The CONTRACTOR shall perform such services as may be necessary to accomplish the work required to be performed under this AGREEMENT, in accordance with this AGREEMENT.

13.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by the CITY in Article 5. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, the CONTRACTOR will notify the CITY in a reasonable manner within three (3) business days after the discovery of such tardiness or incorrect or misleading information and promptly make a determination of its costs and schedule impact on this AGREEMENT, as well as recommendations for the correction of such incorrect or misleading information.

13.4 The CONTRACTOR shall perform such professional services as may be necessary to accomplish the work required to be performed under this AGREEMENT in accordance with this AGREEMENT.

13.5 Except as specified in ARTICLE 11 and 14 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAWS, for all damages to the CITY caused by the CONTRACTOR'S negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions, or other deficiencies to the extent attributable to the CITY, CITY-furnished data such as City Truck Number, Truck Tare Weights, District Location information, or any third party legally working on behalf of the CITY.

ARTICLE 14 – INTELLECTUAL PROPERTY INDEMNIFICATION

The CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by the CONTRACTOR, or

its subcontractors of any tier, in performing the work under this CONTRACT; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by the CONTRACTOR, or its subcontractors of any tier, under this AGREEMENT. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of this article shall survive expiration or termination of this CONTRACT.

ARTICLE 15 – INTELLECTUAL PROPERTY WARRANTY

The CONTRACTOR represents and warrants that its performance of all obligations under this CONTRACT do not infringe in any way, directly or contributory, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

ARTICLE 16 – OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all finished and unfinished Work Products originated and prepared by the CONTRACTOR or its subcontractors of any tier under this CONTRACT shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this CONTRACT including, without limitation, documents, materials, data, reports, manuals, specifications, artworks, drawings, sketches, blueprints, studies, memoranda, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property. The CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademarks, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by the CONTRACTOR under this CONTRACT. The CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by the CONTRACTOR or its subcontractors of any tier under this CONTRACT, the CONTRACTOR hereby grants a non-exclusive perpetual license to use such Work Products for any CITY purposes.

The CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the CITY.

Any subcontract entered into by the CONTRACTOR relating to this CONTRACT, to the extent allowed hereunder, shall include a like provision for work to be performed under this CONTRACT to contractually bind or otherwise oblige its subcontractors performing

work under this CONTRACT such that the CITY'S ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including but not limited to termination of the CONTRACTOR'S CONTRACT with the CITY.

The CONTRACTOR agrees that a monetary remedy for breach of this CONTRACT may be inadequate, impracticable, or difficult to prove and that a breach may cause the CITY irreparable harm. The CITY may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude the CITY from seeking or obtaining any other relief to which the CITY may be entitled.

ARTICLE 17 - KEY CONTRACTOR PERSONNEL

17.1 The CONTRACTOR designates the following person to represent the CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: Armando Martin, Jr., Manager
Address: 4105 Bandini Blvd. Vernon, California 90058
Telephone: 323-26-4176
E-mail: LegacyByProducts.AMartin@gmail.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S approval.

17.2 The CONTRACTOR agrees that personnel assigned to these positions at the commencement of services under this AGREEMENT shall serve in these positions as long as required by the CONTRACT, and the CONTRACTOR shall not change personnel assigned to these positions without the prior written consent and approval of the CITY'S PROJECT MANAGER, whose consent shall not be withheld unreasonably.

17.3 Unless otherwise approved by the CITY, the CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. The CITY has the right to review and approve any personnel who are assigned to work under this CONTRACT. The CONTRACTOR shall remove personnel from performing work under this CONTRACT if requested to do so by the CITY.

17.4 The CONTRACTOR shall not use SUBCONTRACTORS to assist in the performance of this CONTRACT without the prior written approval of the CITY. If the CITY permits the use of SUBCONTRACTORS, the CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all SUBCONTRACTORS. The CITY has the right to approve the CONTRACTOR'S

SUBCONTRACTORS, and the CITY reserves the right to request replacement of any SUBCONTRACTOR. The CITY does not have any obligation to pay the CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and any SUBCONTRACTOR.

ARTICLE 18 – SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns; provided, however, that no assignment of this AGREEMENT or any right or interest herein shall be made without written consent of the parties to this AGREEMENT as required under ARTICLE 32, which consent shall not be unreasonably withheld.

ARTICLE 19 – CONTACT PERSONS – PROPER ADDRESSES – NOTIFICATION

All notices shall be made in writing and shall be given by electronic mail and by either personal delivery or certified mail. Such notices sent by mail should be sent to the designated contact person for each party and addressed as follows:

	To the CITY:
Contact Person:	Nat Isaac, DAR City Project Manager
Address:	Solid Resources Support Services Division 1149 South Broadway Street, Suite 500 Los Angeles, CA 90015
Telephone:	(213) 485-3825
Email:	nat.isaac@lacity.org

	To the CONTRACTOR:
Contact Person:	Armando Martin, Jr., President
Address:	Legacy By-Products, L.L.C. 4105 Bandini Boulevard Vernon, CA 90058
Telephone:	(323) 261-2145
Email:	

ARTICLE 20 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for five (5) years commencing from the date of full execution, with an option to renew for another five (5) years to be exercised at the CITY's sole discretion unless terminated as provided under Article 6 or extended by a duly approved amendment or change order to this AGREEMENT and signed by the parties. In addition to the one (1) five (5)-year renewal option, the CITY may elect to extend the AGREEMENT on a month-to-month basis for a maximum of six (6) months,

during which period the CITY and the CONTRACTOR shall continue performance under the terms of this AGREEMENT. The CITY may extend the AGREEMENT on a month-to-month basis prior to the end of either the initial five (5)-year term, if the CITY elects not to renew, or the end of the ten (10)-year term if the CITY elects to renew, by providing the CONTRACTOR written notice at least ninety (90) days prior to expiration of the AGREEMENT. During the period of extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR by a maximum of five percent (5%) of the total CONTRACT cost.

Unless otherwise provided, this CONTRACT shall take effect when all of the following events have occurred:

- This AGREEMENT has been signed on behalf of the CONTRACTOR by the person or persons authorized to bind the CONTRACTOR;
- This AGREEMENT has been approved by the City Council or by the BOARD, officer, or employee authorized to give such approval;
- The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- This AGREEMENT has been signed on behalf of the CITY by the person designated by the City Council, or by the BOARD, officer, or employee authorized to enter into this AGREEMENT. The CITY shall notify the CONTRACTOR in writing at least twelve (12) months prior to the expiration of the AGREEMENT of its intent to renew. The BOARD shall be the final authority in the renewal of this AGREEMENT.

ARTICLE 21 – FORCE MAJEURE

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this CONTRACT, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a subcontractor of the CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without any fault or negligence of either of them. In such case, the CONTRACTOR

shall not be liable for the delay or 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 perform timely. As used in this CONTRACT, the term "subcontractor" means a subcontractor at any tier.

In the event of circumstances beyond reasonable control that disrupt LASAN core collection, transfer, or PROCESSING operations, LASAN in coordination with CONTRACTOR may utilize CONTRACTOR's facilities to help address LASAN operational needs. The cost to these services will be mutually negotiated.

ARTICLE 22 – SEVERABILITY

Should any portion of this AGREEMENT be determined to be void or unenforceable, such shall be severed from the whole and the AGREEMENT will continue as modified.

ARTICLE 23 – DISPUTES

Should a dispute or controversy arise concerning provisions of this AGREEMENT or the performance of work hereunder, the parties may elect to submit such to a court of competent jurisdiction.

ARTICLE 24 – ENTIRE AGREEMENT

This AGREEMENT contains all of the agreements, representations, and understandings of the parties hereto and supersedes and/or incorporates any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all APPLICABLE LAWS of the United States of America, the State of California, and the CITY, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing law. This CONTRACT and its performance shall be enforced and interpreted under the APPLICABLE LAWS of the State of California without regard to conflict of law principles. All causes of action arising directly or indirectly from the business relationship evidenced by this CONTRACT must be filed in the appropriate state or federal court located in Los Angeles County, California, and each party agrees to be subject to the jurisdiction of the State of California regardless of their residence. The CONTRACTOR shall comply with all APPLICABLE LAWS that apply to the performance of this CONTRACT with no additional compensation paid to the CONTRACTOR.

If any part, term, or provision of this AGREEMENT is held void, illegal, unenforceable, or in conflict with any law or regulation of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining parts, terms, or provisions of the AGREEMENT shall not be affected thereby.

ARTICLE 26 – LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATION

Unless otherwise exempt, the CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance (Article 1, Chapter 2, sections 21.00 et seq. of the Los Angeles Municipal Code). For the term of this AGREEMENT, the CONTRACTOR shall maintain, or obtain as necessary, all such certificates required of it under the Business Tax Ordinance, and shall not allow any such certificate to be revoked or suspended. The CONTRACTOR'S failure to meet this requirement may be deemed a material breach of this AGREEMENT. (Exhibit A-04)

Should any such certificate(s) become suspended or revoked, it is the CONTRACTOR'S responsibility to report the matter immediately to the CITY PROJECT MANAGER.

ARTICLE 27 – CHILD SUPPORT ASSIGNMENT ORDERS

This AGREEMENT is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, the CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. The CONTRACTOR shall also certify (1) that the Principal Owner(s) of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that the CONTRACTOR will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, et seq. of the California Family Code; and (3) that the CONTRACTOR will maintain such compliance throughout the term of this AGREEMENT.

Pursuant to Section 10.10 (b) of the Los Angeles Administrative Code, the failure of the CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of the CONTRACTOR to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this AGREEMENT, subjecting this AGREEMENT to termination if such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

Any subcontract entered into by the CONTRACTOR, to the extent allowed hereunder, shall include a like provision for work to be performed under this AGREEMENT. Failure of the CONTRACTOR to obtain compliance of its subcontractors shall constitute a default by the CONTRACTOR under this AGREEMENT, subjecting this AGREEMENT to termination where such default shall continue for more than ninety (90) days after notice of such default to the CONTRACTOR by the CITY.

The CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110 (b) of the California Public Contract Code.

ARTICLE 28 – LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

28.1 LIVING WAGE ORDINANCE

The CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. (Exhibit A-12)

28.2 SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

The CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 29 – ACCESS AND ACCOMMODATIONS

The CONTRACTOR represents and certifies that:

A. the CONTRACTOR shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and the California Government Code Section 11135;

B. The CONTRACTOR shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. The CONTRACTOR shall provide reasonable accommodation upon request to ensure equal access to CITY-funded programs, services, and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this CONTRACT are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The CONTRACTOR understands that the CITY is relying upon these certifications and representations as a condition to funding this CONTRACT. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 30 – WAIVER

A waiver of a default of any part, term, or provision of this AGREEMENT shall not be construed as a waiver of any succeeding default or as a waiver of the part, term, or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

ARTICLE 31 – DISCOUNTS

A discount of two percent (2%) shall be applied to the invoice amount for payment received by the CONTRACTOR within thirty (30) CALENDAR DAYS of the approved date.

ARTICLE 32 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

The CONTRACTOR may not, unless it has first obtained the written permission of the CITY:

(a) Assign or otherwise alienate any of its rights hereunder, including the right to payment; or

(b) Delegate, subcontract, or otherwise transfer any of its duties under this AGREEMENT.

ARTICLE 33 – CONTRACTOR PERFORMANCE EVALUATION ORDINANCE

At the end of this AGREEMENT, the CITY will conduct an evaluation of the CONTRACTOR'S performance. The CITY may also conduct evaluations of the CONTRACTOR'S performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONTRACTOR assigns to the AGREEMENT. A CONTRACTOR who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) CALENDAR DAYS to respond. The CITY will use the final CITY evaluation, and any response from the CONTRACTOR, to evaluate proposals and to conduct reference checks when awarding other service contracts.

ARTICLE 34 – PERMITS

The CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications, and other documents necessary for the CONTRACTOR'S performance hereunder and shall pay any fees required therefore. The CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the CONTRACTOR'S performance of this CONTRACT.

ARTICLE 35 – CONTRACTOR RESPONSIBILITY ORDINANCE

The CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

ARTICLE 36 – DISCLOSURE ORDINANCES

Unless otherwise exempt in accordance with the provisions of this ordinance, this AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 et seq., of the Los Angeles Administrative Code as amended from time to time. The CONTRACTOR certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this AGREEMENT. (Exhibit A-13)

The CONTRACTOR shall comply with Los Angeles Administrative Code Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' The City may terminate this CONTRACT at any time if the City determines that the CONTRACTOR failed to fully

and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE 37 – BREACH

Except for Force Majeure, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

ARTICLE 38 – FALSE CLAIMS ACT

The CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

ARTICLE 39 – MUNICIPAL LOBBYING ORDINANCE

Any CONTRACTOR for the CITY shall submit a certification, on a form prescribed by the City Ethics Commission, that the CONTRACTOR acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance Exhibit A-08) if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40 shall not apply to this subsection.

ARTICLE 40 – COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(C)(12) FOR MEASURE H/ CONTRACTOR CONTRIBUTIONS / FUNDRAISING

Unless otherwise exempt, if this CONTRACT is valued at \$100,000 or more and requires approval by an elected CITY office, the CONTRACTOR, CONTRACTOR’S principals, and the CONTRACTOR’S SUBCONTRACTORS expected to receive at least \$100,000 for performance under this CONTRACT, and the principals of those SUBCONTRACTORS (the “Restricted Persons”) shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles the CITY to terminate this CONTRACT and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected CITY officials or candidates for elected CITY office for twelve months after this CONTRACT is signed.

Additionally, a CONTRACTOR subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any CONTRACTOR subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are subcontractor on City of Los Angeles contract # _____. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

The CONTRACTOR, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

ARTICLE 41 – IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit. (Exhibit A-10)

ARTICLE 42 – BEST TERMS

Throughout the term of this CONTRACT, the CONTRACTOR, shall offer the CITY the best terms, prices, and discounts that are offered to any of the CONTRACTOR'S customers for similar goods and services provided under this CONTRACT.

ARTICLE 43 – CLAIMS FOR LABOR AND MATERIALS

The CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this CONTRACT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible or intangible matter produced by the CONTRACTOR hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other APPLICABLE LAW with respect to labor used to perform under this CONTRACT.

ARTICLE 44 – MANDATORY PROVISIONS PERTAINING TO NON-DISCRIMINATION IN EMPLOYMENT

Unless otherwise exempt, this CONTRACT is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. The CONTRACTOR shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this CONTRACT, the CONTRACTOR shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status, or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this CONTRACT by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Equal Employment Practices" provisions of this CONTRACT.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this CONTRACT by reference and will be known as the "Affirmative Action Program" provisions of this CONTRACT.

Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 45 – FIRST SOURCE HIRING ORDINANCE

The CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by the

CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 46 – INTEGRATED CONTRACT

This CONTRACT sets forth all of the rights and duties of the parties with respect to the subject matter of this CONTRACT and replaces any and all previous contracts or understandings, whether written or oral, relating thereto. This CONTRACT may be amended only as provided for in the provisions of Article 9 hereof.

ARTICLE 47 – DATA PROTECTION

- A. The CONTRACTOR shall protect, using the most secure means and technology that is commercially available, CITY-provided data or consumer-provided data acquired in the course and scope of this CONTRACT, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The CONTRACTOR shall notify the CITY in writing as soon as reasonably feasible, and in any event within twenty-four (24) hours, of the CONTRACTOR’S discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The CONTRACTOR shall begin remediation immediately. The CONTRACTOR shall provide daily updates, or more frequently if required by the CITY, regarding findings and actions performed by the CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to the CITY’S satisfaction. The CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the CITY. At the CITY’S sole discretion, the CITY and its authorized agents shall have the right to lead or participate in the investigation. The CONTRACTOR shall cooperate fully with the CITY, its agents, and law enforcement.
- B. If the CITY is subject to liability for any Data Breach or Security Incident, then the CONTRACTOR shall fully indemnify and hold harmless the CITY and defend against any resulting actions.

ARTICLE 48 – LOCAL BUSINESS PREFERENCE ORDINANCE

The CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

**ARTICLE 49 – CONTRACTOR’S USE OF CRIMINAL HISTORY FOR
CONSIDERATION OF EMPLOYMENT APPLICATIONS**

The CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as amended from time to time. Any subcontract entered into by the CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

**ARTICLE 50 – COMPLIANCE WITH IDENTITY THEFT LAWS AND
PAYMENT CARD DATA SECURITY STANDARDS**

The CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to customers. The CONTRACTOR also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program, or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the CONTRACTOR shall verify proper truncation of receipts in compliance with FACTA.

**ARTICLE 51 – COMPLIANCE WITH CALIFORNIA PUBLIC RESOURCES
CODE SECTION 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the CONTRACTOR shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the CITY. The CONTRACTOR is required to have all employees, volunteers, and subcontractors (including all employees and volunteers of any subcontractor) of the CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at the CONTRACTOR’S sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

ARTICLE 52 – POSSESSORY INTERESTS TAX

Rights granted to the CONTRACTOR by the CITY may create a possessory interest. The CONTRACTOR agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, the CONTRACTOR shall pay the property tax. The CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 – CONFIDENTIALITY

All documents, information, and materials provided to the CONTRACTOR by the CITY or developed by the CONTRACTOR pursuant to this CONTRACT (collectively “Confidential Information”) are confidential. The CONTRACTOR shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the CITY or as required by law. The CONTRACTOR shall immediately notify the CITY of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 54 – COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by the City) and sent by email shall be deemed original signatures.

ARTICLE 55 – COVID-19 VACCINATION REQUIREMENTS

Employees of the CONTRACTOR and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this AGREEMENT (collectively, “In-Person Services”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, the CONTRACTOR shall obtain proof that such Contractor Personnel has been fully

vaccinated. The CONTRACTOR shall retain such proof for the document retention period set forth in this AGREEMENT. The CONTRACTOR shall grant medical or religious exemptions to Contractor Personnel as required by law.

IN WITNESS WHEREOF, the parties each herewith subscribe the same in quintuplicate, and this AGREEMENT is executed by the CITY of Los Angeles, acting by and through its Board of Public Works and by LEGACY BY-PRODUCTS, L.L.C.

ARTICLE 56 – CONTRACTOR DATA REPORTING

If CONTRACTOR is a for-profit, privately owned business, CONTRACTOR shall, within 30 days of the effective date of the CONTRACT and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the CONTRACT), report the following information to CITY via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by CITY: CONTRACTOR’s and any SUBCONTRACTOR’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). CONTRACTOR shall further request, on an annual basis, that any SUBCONTRACTOR input or update its business profile, including the CONTRACTOR/SUBCONTRACTOR Information, on RAMP or via another method prescribed by CITY.

FOR THE CITY OF LOS ANGELES
FOR LEGACY BY-PRODUCTS, L.L.C.

APPROVED AND AGREED TO:
APPROVED AND AGREED TO:

By: _____
By: _____

Armando Martin, Jr.
Title: President, Board of Public Works

Title: _____

Date: _____

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

Required Insurance and Minimum Limits

Name: Legacy By-Products, LLC.Date: 02/05/2021Agreement/Reference: Dead Animal Processing and Recovery Services Contract

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$1,000,000☐ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act
☒ **General Liability** City of Los Angeles must be named as an additional insured party.
\$1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☐ _____
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☐ **Professional Liability** (Errors and Omissions)
Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ Replace cost of prop. damage _____
☐ **Pollution Liability**
☐ _____
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Provided to Nat Isaac, Bureau of Sanitation @ 213-485-3593 on February 5, 2021.

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: <http://bca.lacity.org/index.cfm>; Phone: (213) 847-2825; E-mail: bca.ceoc@lacity.org.

1. I, Armando Martin, Jr. am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

107979

BAVN Company Id

85-1321004

EIN/TIN

Legacy By-Products LLC

Company Name

4105 Bandini Blvd

Street Address

Vernon

City

CA

State

90058

Zip

562-843-4939

Phone

legacybyproducts.amartin@gmail.com

Email

3. The company came into existence in 2020 (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

☒ The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.ceoc@lacity.org.

The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.ceoc@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

☒ The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.ceoc@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Armando Martin, Jr., the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Armando Martin, Jr.

Signature

23 July, 2020

Date

☒ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

Contract means any agreement, franchise, lease or concession including an agreement for any occasional professional or technical personal services, the performance of any work or service, the provision of any materials or supplies or rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Legacy By-Products, LLC.
Company Name, Address and Phone Number

[Signature] 2-11-21
Signature of Officer or Authorized Representative Date

ARMAND MARTIN JR. / MANAGER
Print Name and Title of Officer or Authorized Representative

City of Los Angeles Department of Public Works AE21508009M
Awarding City Department Contract Number

CITY OF LOS ANGELES RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Public Works - Sanitation	Nat Isaac	213-485-3593
City Department/Division Awarding Contract	City Contact Person	Phone
AE21508009M Dead Animal Recovery and Processing		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

Legacy By-Products LLC			
Bidder/Proposer Business Name			
4105 Bandini Blvd.	Vernon	CA	90058
Street Address	City	State	Zip
Armando Martin, Jr., Manager		323-261-4176	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- ☒ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated ____/____/____.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Armando Martin, Jr., Manager

Print Name, Title

Signature

Date

2-23-21

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ **Corporation:** Date incorporated: ____/____/____ State of incorporation: ____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

☐ Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

☒ **Limited Liability Company:** Date of formation: 06 / 09 / 2020 State of formation: CA

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Stephen Philips Stiles

Danielle Crumlish

Armando Martin, Jr.

☐ **Partnership:** Date formed: ____/____/____ State of formation: ____

List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

☐ **Joint Venture:** Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☒ No

If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

☐ Yes ☒ No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

☐ Yes ☒ No

If **Yes**, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?

☐ Yes ☒ No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 1 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☒ Yes ☐ No

If **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

☒ Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

☐ Yes ☒ No

(b) Work performance on a contract?

☐ Yes ☒ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☒ No

14. Does your firm have any outstanding judgements pending against it?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

SERVICE

18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes ☒ No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

- (a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes ☒ No

- (c) In the past five years, has your firm been convicted or found liable in a civil suit for making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes ☒ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

☐ Yes ☒ No

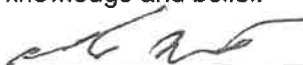
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Armando Martin, Jr.

Print Name, Title



Signature

2-23-21

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

For Section E, question #8, the following is a list of contracts with the City of Los Angeles held by Legacy By-Products, L.L.C. over the past 10 years:

Entity Name: City of Los Angeles Public Works Sanitation Letter of Agreement AE#21508009M
Purpose: Processing and Recovery of Dead Animals collected by the City of LA Sanitation Dead Animal Recovery (DAR) program.
Total Cost: \$78,780.00
Starting Date: July 02, 2020
Ending Date: June 30, 2021

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' State Licensing Board

California's Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
City of Los Angeles TEMPORARY Tax Registration Certificate

BUSINESS TAX**APPLICATION DATE: 07/23/2020**

BUSINESS ACCOUNT NO.	Fund Class	DESCRIPTION	STARTED	STATUS
0003204367	L048	Miscellaneous Services	06/23/2020	Pending

LEGACY BY-PRODUCTS LLC**Expiration Date: 01/23/2021****Primary Business Address:**

4105 BANDINI BLVD
VERNON, CA 90058

Mailing Address:

4105 BANDINI BLVD
VERNON, CA 90058

Issued By: OFFICE OF FINANCE REGISTRATION WEBSITE**PLEASE READ ALL INFORMATION CAREFULLY**

Sections 21.08(b) / 21.7.6(4) Los Angeles Municipal Code

"This business tax registration certificate (and/or) Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code (and/or) the Uniform Transient Occupancy Tax Ordinance, by registering with the Director of Finance for the purpose of paying business tax for the classification of business for which this certificate is issued (and/or) collecting from transients the Transient Occupancy Tax and remitting said tax to the Director of Finance. This certificate does not authorize the person to conduct any unlawful business or to conduct any lawful business in an illegal (or) unlawful manner or to conduct within the City of Los Angeles the business for which this certificate has been issued, nor to operate a hotel, without strictly complying with all the provisions of the ordinances of said City (or) all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of the City. **THIS BUSINESS TAX REGISTRATION CERTIFICATE (AND/OR) CERTIFICATE DOES NOT CONSTITUTE A PERMIT.** Any failure to comply with the requirements of Article 1 of Chapter II of the Los Angeles Municipal Code shall constitute grounds for suspension of this certificate."

This certificate is void upon any change of ownership or location. Annual taxes are due and payable January 1st each year and delinquent if not paid on or before the last day of February each year. Quarterly taxes are due and payable on the first day of January, April, July, and October of each year, and delinquent if not paid on or before the last day of the month due.

STATE BOARD OF EQUALIZATION NOTICE

Sales or use tax may apply to your business activities. You may seek written advice regarding the application of tax to your particular business by writing to the nearest State Board of Equalization office.

Bureau of Sanitation

Headquarters And Workforce Information Form

Date: 02/21/2021

Authority Number: _____

Division Contact Name: Nat Isaac Division Contact Number: (213) 485-3593

Below information is necessary from the vendor

Company Name: Legacy By-Products, LLC

Headquarters Address: 4105 Bandini Blvd

Headquarters City and State: Vernon, CA 90058

Total No. of Staff 8

No. of Staff That Resides in the City of LA: 1

Non-Collusion Affidavit

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Armando Martin JR, depose and say that I am

Manager of Legacy By-Products LLC
("President", "Vice President", etc.) (Name and Address of Organization)

who submits this proposal to the City of Los Angeles, Department of Public Works, Bureau of Sanitation, and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: FEB. 11, 2021 at VERNON, CA
(Month, Day, Year) (City, State)

(Corporate Seal)

I certify or declare under penalty of perjury that the foregoing is correct

[Signature]
(Signature)

CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid, a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Legacy By-Products LLC
Name of Organization

Armando Martin JR
Print Name

2-11-21
Date


Signature

Manager
Title

FORM
50

Bidder Certification

Los Angeles City
ETHICS COMMISSION

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)		
AE 215 08009M	Public Works - Sanitation		
Bidder Name			
Legacy By-Products, L.L.C.			
Address			
4105 BANDINI BLVD. VERNON, CA 90058			
Email Address		Phone Number	
LEGACYBYPRODUCTS.AMARTIN@GMAIL.COM		323-261-4176	

Certification


I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

ARMANDO MARTIN, JR.	
Name	Signature
Manager	2-11-21
Title	Date

FORM
55

Prohibited Contributors (Bidders)

Los Angeles City
ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☒ Original Filing ☐ Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): AE 215 08009M Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

DEAD ANIMAL Recovery and PROCESSING

Awarding Authority (Department awarding the contract): PUBLIC WORKS - SANITATION

Bidder Name: Legacy By-Products LLC.

Bidder Address: 4105 Bandini Blvd. VERNON, CA 90058

Bidder Email Address: LEGACYBYPRODUCTS.AMARTIN@JUL Bidder Phone Number: 323-261-4176

Schedule Summary

Please complete all three of the following:

1. SCHEDULE A – Bidder's Principals (check one)

The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49.7.35(A)(6).

At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes

☐

No

☒

2. SCHEDULE B – Subcontractors and Their Principals (check one)

The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with

subcontracts worth \$100,000 or more. (If you check "Yes", Schedule B is required.)

Yes

☐

No

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3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 1

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

ARMANDO MARTIN, JR.
Name

MANAGER
Title

[Signature]
Signature

2-11-21
Date

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) <i>Legacy By-Products LLC</i>		BTRC (or n/a) <i>N/A</i>
By (Authorized Signature) <i>[Signature]</i>		
Print Name and Title of Person Signing <i>Armando Martin JR Manager</i>		
Date Executed <i>7-23-20</i>	City Approval (Signature)	(Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)