

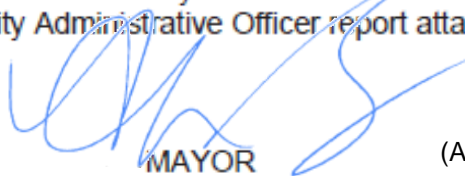
TRANSMITTAL

0150-11893-0000

TO The Council	DATE 05/27/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Proposed Professional Service Agreements with Browning-Ferris Industries of California, dba Sunshine Canyon Landfill (A Republic Company) and USA Waste California, Inc. dba Waste Management for Disposal Services for Municipal Solid Waste

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



MAYOR

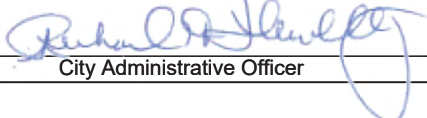
(Ana Guerrero for)

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

To: Mayor	Date: 05-26-21	C.D. No. All	CAO File No.: 0150-11893-0000				
Contracting Department/Bureau: Public Works: Bureau of Sanitation		Contact: Nancy Lantin (213) 485-2158					
Reference: Transmittal from the Board of Public Works report dated May 7, 2021; referred by the Mayor for report							
Purpose of Contract: Disposal services for municipal solid waste							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: BFI – Ten years with one seven-year renewal and option to extend the agreement on a month-to-month basis for six months for a total possible term of 17.5 years WM – Ten years with one five-year renewal and option to extend the agreement on a month-to-month basis for six months for a total possible term of 15.5 years					
BFI Contract/Amendment Amount: \$450,814,425 (estimated cost for 10 year-term) Proposed amount \$ 450,814,425 + Prior award(s) \$ 0 = BFI Total \$ 450,814,425							
WM Contract/Amendment Amount: \$92,202,887 (estimated cost for 10 year-term) Proposed amount \$ 92,202,887 + Prior award(s) \$ 0 = WM Total \$ 92,202,887							
Total \$ 543,017,312							
Source of funds: Solid Waste Resources Revenue Fund							
Name and Address of Contractors: Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) 14747 San Fernando Road, Sylmar, CA 91342 USA Waste California, Inc. dba Waste Management 1001 Fannin Street, Houston, TX 77002							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested	X			11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 37% - BFI, .9%WM				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council authorize the Board of Public Works or two members of the Board, on behalf of the Bureau of Sanitation, to execute a professional services agreement for disposal services of residual municipal solid waste with Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) for a 10-year term with an option to extend the agreement for a seven-year term and an option to extend the agreement for an additional six months on a month-to-month basis and with USA Waste California, Inc. dba Waste Management for a 10-year term with an option to extend the agreement for a five-year term and an option to extend the agreement for an additional six months on a month-to-month basis, subject to the approval of the City Attorney and compliance with the City's contracting requirements.

<i>Claudia Aguilar</i>	
CEA Analyst 10210139	City Administrative Officer

SUMMARY

The Board of Public Work (Board), on behalf of the Bureau of Sanitation (Bureau), requests approval to execute a professional services agreement with Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill – A Republic Services Company (BFI) and USA Waste California, Inc. dba Waste Management (WM) for disposal services of residual municipal solid waste, collectively the Contractors. The City collects approximately 3,600 tons per day (tpd) of residual solid waste (Black Bin material) from six wastesheds. Currently the Bureau delivers wasteshed material either directly to Sunshine Canyon Landfill (SCL) in Sylmar or to El Sobrante Landfill in Corona and SCL through various transfer stations. The disposal of municipal solid waste is a non-discretionary activity for the Bureau and the execution of these agreements is necessary to meet the City's adopted Zero Waste policy goals. The Mayor and Council have set goals for the City to achieve 90 percent diversion of material from landfills by 2025, 95 percent by 2035, and 100 percent by 2050. The City is implementing a number of programs to ensure the City is able to reach this goal, including recycling, single-use produces phase-out, organics diversion, and composting.

The Contractors were selected as a result of a Request for Proposals (RFP) in 2018. The Bureau received six proposals for the transfer, processing and disposal services for the approximate 3,600 tpd of municipal solid waste as indicated in the RFP. One of the companies withdrew their proposal from the evaluation process and subsequently an evaluation panel consisting of five Bureau Solid Resources staff evaluated the remaining five proposals based on the criteria established in the RFP. Two companies, Interstate Waste Technologies, Inc. and Enviro-Pac, proposed technologies that would convert the residual municipal solid waste to energy and other by-products that could be beneficial if markets were available. These technologies could help the City to reach 95 percent diversion from landfills by 2035, however, neither of the proposers have existing facilities that could be properly evaluated by the evaluation committee. The Board instructed the Bureau to continue exploration of zero waste alternative technologies with entities included, but not limited, to Interstate Waste Technologies, Inc. and Enviro-Pac.

BFI ranked first in the evaluation process. The SCL is owned and operated by BFI and is located within the northern part of the City which provides the Bureau the ability to route trucks directly to the landfill or through six transfer stations for the transload and transfer of residual municipal solid waste to the landfill, as well as for use in the event of adverse conditions at the landfill or at another solid waste disposal site under contract with the City. The Bureau has committed five watersheds to BFI, approximately 3,000 tpd. The City has had a contract with BFI since March 1996 for disposal services at SCL. The current contract expires on June 30, 2021. The Bureau indicates BFI personnel, management and administration have been responsive to the City's needs. BFI has made improvements to SCL including installing a landfill gas to energy system and utilizing more efficient daily and intermediate landfill covering. The proposal from BFI was found to satisfy the needs of the City and the committee recommends awarding a contract to BFI.

WM was ranked second in the RFP process. WM owns and operates El Sobrante Landfill with a landfill operating agreement with Riverside County as a public-private partnership. WM identified El Sobrante Landfill and eight facilities for the transload and transfer of municipal solid waste to the landfill to be used in the event of adverse conditions at the landfill or at other solid waste disposal sites under contract with the City. The Bureau has committed one wasteshed to WM, approximately 600 tpd. Although El Sobrante Landfill is located 58 miles from the City's transfer station, the expansive operating hours allow for greater operational flexibility at the City's transfer station, albeit with a higher cost compared

to SCL. The City has had a contract with WM since March 2014 for disposal services at El Sobrante Landfill. The Bureau indicates that WM personnel, management, and administrative have been responsive to the City's needs. The proposal from WM was found to satisfy the needs of the City and the evaluation committee recommends awarding a contract to WM. The City currently has an active contract with WM for the services proposed to be contracted. Should this agreement be approved, the Bureau will terminate the existing contract as the proposed agreement allows for changes to a wasteshed model.

The Bureau has committed five wastesheds to BFI and one wasteshed to WM. The Contractors will be paid a monthly service fee which is calculated by multiplying the tonnage of municipal solid waste delivered to the Contractor's disposal or transfer facilities according to the tip fee schedule in Section 11.1 of the respective agreements. There are no minimum tonnage requirements as the agreements are by wasteshed and the Bureau has negotiated tipping fees which provide for no increase in the first year of the contract for BFI and WM. For BFI, the tip fees will increase by 6.5 percent in 2022-23 and will increase according to the Consumer Price Index for Water Sewer Trash (CPI-WST) inflation factor in addition to an increase to the Operating Fees of \$2 per ton in 2023-24 and \$.80 per ton in 2024-25. The CPI-WST will be capped at 4.75 percent. For WM, the tip fees will increase by CPI-WST for 2022-23 through 2026-27, with a cap of 4.5 percent and a one percent increase in Operating Fees in 2022-23 through 2026-27. CPI-WST will be applied from 2027-28 until the end of the agreement. BFI is providing a .45 percent discount on the monthly service fee if the invoice is paid within 30 days. WM is providing a two percent discount on the monthly service fee if the invoice is paid within 30 days.

The Bureau estimates the cost for the first 10 years for BFI is \$450,814,325 and \$856,134,425 over the potential 17 year term. The cost for the first 10 years for WM is \$92,202,887 and \$150,013,605 over the potential 15 year term. The total potential cost for the services proposed to be contracted is \$1,006,148,030 over the potential terms of the agreements. Funding is provided by the Solid Waste Resources Revenue Fund.

In accordance with Charter Section 1022, the Personnel Department determined that there are no City classifications that can perform the work being proposed for contracting. It should be noted that the Board report incorrectly states that this Office determined that there was an insufficient number of City staff to perform the work to be proposed to be contracted. In accordance with the Los Angeles Administrative Code Section 10.5(a), the proposed agreement requires Council approval as the term of the agreement will exceed three years.

FISCAL IMPACT STATEMENT

There is no direct General Fund impact for these agreements. Funding is provided by the Solid Waste Resources Revenue Fund. The Solid Waste Resources Revenue Fund is not considered a full cost recovery fund as such the services provided by this fund are subsidized by the General Fund. For Fiscal Year 2020-21, the fund is subsidized by approximately \$25.5 million. The subsidy has increased to \$73.1 million for Fiscal Year 2021-22. The Solid Waste Fee has not been adjusted since 2009. The current rate structure is not sufficient to support the cost of providing these services. It is imperative that the City complete a rate study and implement a new fee structure to support these costs. Funding beyond the current year will be appropriated through the City's budget process. The agreements contain a Financial Liability Clause which limits the City's annual financial obligation to the amount approved in the corresponding year's budget.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that expenditures of special funds are limited to the mandates of the funding sources.

RHL:CEA:10210139

Attachments

BOARD OF PUBLIC WORKS
MEMBERS

GREG GOOD
PRESIDENT

AURA GARCIA
VICE PRESIDENT

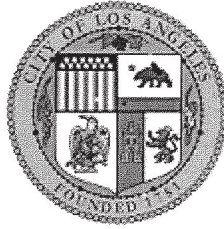
DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

JESSICA CALOZA
COMMISSIONER

M. TERESA VILLEGAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
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>

May 7, 2021

BPW-2021-0289

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

PERSONAL SERVICES CONTRACT - BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC. DBA SUNSHINE CANYON LANDFILL (A REPUBLIC SERVICES COMPANY) AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT

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

1. APPROVE the request that the Board of Public Works be authorized to execute a Personal Services Contract with Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) and USA Waste of California, Inc. dba Waste Management for disposal services for residual municipal solid waste from the City of Los Angeles; and
2. AUTHORIZE the President or two members of the Board to execute the contract upon the Mayor's and Council's authorization.

(W.O. SRBCAOCC)

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

Sincerely,


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. 1
MAY 7, 2021

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles, California
AND REFERRED TO THE MAYOR
MAY 07 2021
REFERRED TO THE CITY COUNCIL

Executive Officer
Board of Public Works

CD ALL

AUTHORITY TO AWARD AND EXECUTE PERSONAL SERVICES CONTRACT WITH BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC. DBA SUNSHINE CANYON LANDFILL (A REPUBLIC SERVICES COMPANY) AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE FROM THE CITY OF LOS ANGELES (W.O. SRBCA OCC)

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Personal Services Contract with Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) and USA Waste of California, Inc. dba Waste Management for disposal services for residual municipal solid waste from the City of Los Angeles.
2. Upon the Mayor's and Council's authorization, the President or two members of the Board will execute the contract.
3. Return the executed contract to LA Sanitation and Environment (LASAN) for further processing. For pick up, contact Christine Courtois of the Solid Resources Support Services Division at 213-485-3592.

TRANSMITTALS

1. Copy of the adopted Bureau of Sanitation and Bureau of Contract Administration Joint Board Report No. 1, dated May 23, 2018 authorizing the Bureau to distribute a Request for Proposals (RFP) and to negotiate a contract for the Disposal Services for Residual Municipal Solid Waste from the City of Los Angeles.
2. Copy of the proposed Personal Services Contract between the City of Los Angeles and Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) and exhibits package
3. Copy of the proposed Personal Services Contract between the City of Los Angeles and USA Waste of California, Inc. dba Waste Management and exhibits package
4. Copy of the letter from CR&R, Inc. dated April 17, 2020 withdrawing their proposal from the evaluation process for Request for Proposals (RFP) for the Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste in the City of Los Angeles.

DISCUSSION

Background

The City of Los Angeles (City) is responsible for the curbside collection of municipal solid waste (MSW) from over 750,000 single family residences and small apartment complexes (four units or less). The City collects residual MSW from six (6) designated wastesheds: West Valley (WV), East Valley (EV), West Los Angeles (WLA), North Central (NC), South Los Angeles (SLA), and Harbor (HAR). The City collects an average of 3,600 tons per day (tpd) of residual MSW. The collected material is either directly hauled to a solid waste disposal site or transferred through transfer stations to solid waste disposal sites.

The City owns and operates the City of Los Angeles Recycling and Transfer Station (CLARTS) located on 2201 E. Washington Blvd. Los Angeles, CA 90021 for the transfer of residual MSW to solid waste disposal sites. About 1,900 tpd of City-collected residual MSW primarily from South Los Angeles, North Central, and West Los Angeles are transferred through CLARTS. CLARTS has a permitted capacity of receiving up to 4,025 tons per day of solid waste.

The City's existing contract with Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) (BFI) (C-93688) for MSW disposal services expires on June 30, 2021. These services are crucial to managing residual residential Municipal Solid Waste generated from all six (6) wastesheds.

On May 23, 2018, the Board authorized LASAN to release a Request for Proposals (RFP) for the Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste in the City of Los Angeles, and to select and negotiate of contract(s) with qualified proposers (Transmittal No. 1). On May 24, 2018, the RFP was made available on the Los Angeles Business Assistance Virtual Network (LABAVN), and a pre-proposal meeting was held at the Public Works Building on June 12, 2018, in which a total of 36 people attended. Addenda were issued to address changes to the RFP. Answers to questions from the proposers were posted on LABAVN on July 5, 2018.

On April 9, 2019, the RFP was reopened in order to increase the pool of responsive proposals. A second pre-proposal meeting was held at the Public Works Building on April 18, 2019, in which a total of 9 people attended. Attendance was optional for proposers who attended the initial mandatory meeting on June 12, 2018. New proposers were required to attend this pre-proposal meeting. Addenda were issued to address changes to the RFP. Answers to questions from the proposers were posted on LABAVN on May 1, 2019. In response to the RFP, LASAN received and evaluated six (6) proposals. Of the proposals, BFI and USA Waste of California, Inc. dba Waste management (WM) have been selected for negotiation.

In order to continue providing these essential disposal services to the City, LASAN is recommending that the Board authorize the award and execution of a personal services contract for disposal services with BFI and WM.

BFI has identified their landfill as the Sunshine Canyon Landfill, and six (6) transfer stations for the transload and transfer of residual MSW to the landfill, as well as for use in the event of adverse conditions at the landfill or at other solid waste disposal sites under contract with the City. LASAN

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will deliver the EV and WV washed material directly to the landfill, and WLA and SLA washed material will be transferred through transfer stations (Southern California Disposal (SCD) and CLARTS), and HAR washsheds will be transferred through Republic Services Falcon Transfer Station to the landfill.

WM has identified their landfill as the El Sobrante Landfill, and eight (8) facilities for the transload and transfer of residual MSW to the landfill to be used in the event of adverse conditions at the landfill or at other solid waste disposal sites under contract with the City. LASAN will transfer the NC washed material to WM through CLARTS.

The RFP Process

On May 23, 2018 the Board authorized LASAN to distribute a RFP and to negotiate contract(s) for the transfer, processing and/or disposal services for residual MSW in the City of Los Angeles. The scope of work of this RFP was to transfer, process/dispose approximately 3,600 tons per day (tpd) of residual MSW. On the submittal deadline, the City received a total of six (6) proposals: 1) Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) (BFI), 2) USA Waste of California, Inc. dba Waste Management (WM), 3) CR&R, Inc., 4) Arakelian Enterprises, Inc., dba, Athens Services (Athens), 5) Interstate Waste and Technology, Inc., (IWT), and 5) Enviro Pac. On April 17, 2020 CR&R, Inc. withdrew their proposal from the evaluation process (Transmittal #4). All proposals were sent to LASAN's Centralized Contract Unit (CCU) and Bureau of Contract Administration for evaluation of the Business Inclusion Program (BIP) outreach requirement. CCU deemed all of the proposers responsive to the City's BIP outreach requirement. This finding was audited by BCA's Office of Contract Compliance which concurred with LASAN's findings.

An Evaluation Panel consisting of five (5) LASAN Solid Resources staff with solid waste experience evaluated the proposals based on the criteria established in the RFP.

Description of Proposals

The five (5) proposals were evaluated as described below. LASAN conducted site visits and interviews from February 27, 2019 through March 20, 2019.

BFI proposed the use of the Sunshine Canyon Landfill (SCL), which is owned and operated by BFI, and is located at 14747 San Fernando Rd, Sylmar CA, 91342. The landfill is accessed via San Fernando Road which can be accessed from the adjacent Golden State Freeway (Interstate 5). Sunshine Canyon Landfill is located 13 miles from the East Valley collection yard, and 12 miles from the West Valley collection yard. The operating hours at the Landfill is from 6:00 am to 6:00 pm. SCL has proposed disposal capacity for all of LASAN's anticipated residual MSW.

WM proposed the use of the EL Sobrante Landfill (ESL), which is owned and operated by WM. The El Sobrante Landfill is located at 10910 Dawson Canyon Road, Corona, California, 92883, which is approximately 58 miles from CLARTS. ESL's operating hours are Monday through Saturday 4 am through 6 pm. WM has a landfill operating agreement with Riverside County as a public-private partnership. WM conducts all operations of the landfill while Riverside County controls transactions at the scale house. WM proposed disposal capacity of 1,900 tpd of residual MSW at ESL from CLARTS; 200 tpd of residual MSW from the Harbor washed to their Carson

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transfer station (located at 321 West San Francisco Street, Carson, California 90745) to be delivered to ESL; 250 tpd of residual MSW from the East Valley wasteshed to the Sun Valley Recycling Park transfer station (SVRP) (located at 9227 Tujunga Avenue, Sun Valley, California, 91352), to be delivered to the WM Antelope Valley Landfill (located at 1200 W. City Ranch Road, Palmdale, California, 93551); and 60 tpd of residual MSW from the West Valley wasteshed to the Simi Valley Landfill (located at 2801 N. Madera Road, Simi Valley, California, 93065).

Athens proposed the use of the Mid Valley Landfill (MVL), which is owned by the County of San Bernardino. The MVL is located at 2390 N. Alder Avenue, Rialto, California, 92377, which is approximately 54 miles from CLARTS. The MVL waste acceptance hours are from 7 am to 5 pm, Monday through Friday and 8 am to 5 pm, Saturday. Athens was awarded a 10-year contract from the County of San Bernardino to operate and manage its solid waste system. In February 2020, the San Bernardino County Board of Supervisors approved an extension of contract until June 30, 2031 with two additional four-year extension options, for a potential contract to June 30, 2039. Athens proposed disposal capacity for 1,500 tpd of residual MSW at the MVL, and 1,200 tons per day of residual MSW from East Valley and West Valley wastesheds to Athen's Crown Recycling Services transfer station (Crown) located at 9147 De Garmo Avenue, Sun Valley, California, 91352.

Interstate Waste and Technology, Inc. (IWT) proposed to build and operate a gasification facility in the City of Hesperia, California that will convert the residual MSW primarily to ethanol. IWT proposed to utilize the Thermoselect Gasification technology to convert MSW into syngas, which consists mainly of hydrogen gas and carbon monoxide. The syngas would then be converted to ethanol through Lanza Tech gas fermentation technology. The primary products of the process would be ethanol, and the secondary products would be aggregate material, copper, lead, sulfur, zinc concentrate, and salt. IWT does not have an existing facility; however, the Thermoselect and Lanza Tech technologies have been used in other projects. IWT proposed a 24-hour per day facility to process 2,844 tpd of residual MSW, and that no material will be landfilled.

Enviro-Pac proposed a joint venture with Clark Technology/Engineering, Evergreen Energy and Corvel Group to build and operate a facility to convert the residual MSW using Anaerobic Digestion and Pyrolysis. The proposed facility site is located at 22647 Clampitt Road, Santa Clarita, California 91321. The proposed facility would convert organics to biogas and fertilizer through anaerobic digestion process; convert plastics into fuel, and separate out glass and metal for recycling. Enviro-Pac proposed that the facility would divert 90% of the incoming residual MSW from the landfill. The proposed facility will be able to accept 1,500 tpd of residual MSW in the initial stage of operations and increase gradually to 2,500 tpd of residual MSW.

Proposer Evaluations

In response to the RFP, five (5) proposals were submitted and evaluated: Browning--Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company), USA Waste of California, Inc. dba Waste Management, Arakelian Enterprises, Inc., dba, Athens Services, Interstate Waste and Technology, Inc., and Envir-Pac.

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All five (5) proposers successfully completed their BIP outreach. Table 1 shows how the Evaluation Team scored and ranked each proposer based on the evaluation of their proposals, site visits and interviews. The scoring was based on the following criteria and point distribution:

- Qualifications and Experience – 10
- Workplace Safety requirements – 10
- Technical Requirement – 25
- Financial Requirements – 10
- Proposed Service Fee – 40
- Overall Responsiveness - 5

Table 1. Scores and Ranks of the Proposals

Rank	Proposer	Score
1	Browning–Ferris Industries Of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company)	88.50
2	USA Waste of California, Inc. dba WM EI Sobrante Landfill	80.00
3	Arakelian Enterprises, Inc., dba, Athens Services	77.40
4	Interstate Waste Technologies, Inc.	53.35
5	Enviro-Pac	49.35

Upon completion of the interviews and site visits where applicable, the committee decided to recommend awarding contracts to Browning–Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) and USA Waste of California, Inc. dba Waste Management.

RFP Evaluation Discussion

BFI was ranked first with a score of 88.50 points. As a whole, their proposal was found to satisfy the needs of the City. The City has had a contract with BFI since May 23, 1996 for disposal services at SCL. BFI has made major improvements to SCL, including installing a landfill gas to energy system, and utilizing more efficient daily and intermediate landfill covering. BFI completely responded to each section of the RFP, including qualifications and experience in landfill operations, workplace safety, and financial standing. BFI personnel, management and administration, have been responsive to the City needs. SCL is located within the northern part of the City, providing LASAN the ability to send route trucks directly to the landfill or ability to send transfer trucks from CLARTS with reasonable turnaround times. In addition, BFI will provide contingency facilities to use during adverse conditions at the landfill.

WM was ranked second with a score of 80.00. As a whole, their proposal was found to satisfy the needs of the City. The City has had a contract with WM since March 17, 2014 for disposal services at ESL. WM completely responded to each section of the RFP, including qualifications for landfill operations, workplace safety, and financial standing. WM personnel, management and administration, have been responsive to the City, especially during past adverse conditions and contingency needs of the City. Although ESL is located 58 miles from CLARTS, their operating

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hours allow for greater operational flexibility at CLARTS. However, because of the additional cost to haul the residual MSW, the overall costs to the City would be higher for ESL compared to SCL. The City has not experienced any adverse condition or delays at the ESL. In addition, WM will provide contingent transfer stations and landfills within Los Angeles and Ventura County that may be utilized as needed.

Athens was ranked third with a score of 77.40 points. As a whole, their proposal was also found to satisfy the needs of the City. The City has not had a previous disposal contract with Athens, but does contract with Athens for the processing of recyclables. Athens responded to each section of the RFP, including their qualifications in landfill operations, workplace safety, and financial standing. Athens management has been responsive to the City during this RFP process. Although MVL is located 54 miles from CLARTS, and the pricing and hauling costs to MVL is comparable to that of WM's ESL, their current operating hours (7 am to 5 pm) do not allow for the flexible needs of CLARTS. Athens did note that they are working on expanding their operating hours. In addition, Athens offered their Crown facility which is conveniently located in the East Valley watershed, however, the costs at Crown are much greater than that of BFI's SCL.

Both IWT and Enviro-Pac proposed technologies that would convert the residual MSW to energy as well as other by-products that can be beneficially used if markets are available. These technologies can play a significant role in the goal of the City to reach 95% diversion from landfills by 2035. However, both proposers do not have existing facilities that could be appropriately evaluated. At this time, LASAN plans further discussions with these proposers for the waste to energy technologies. LASAN will provide a report back to the Board on the status of the negotiations for these technologies.

The proposals were reviewed, evaluated, and rated based on the evaluation criteria specified in the RFP. All five proposers were evaluated in the area of their knowledge, experience, capacity, costs, and LASAN logistics. BFI and WM were the highest scoring proposals. As a result, BFI and WM have been selected to provide landfill disposal services for residual MSW from the City of Los Angeles.

Proposed Tipping Fees

LASAN and BFI have negotiated the following tipping fee (TF) schedule (Table 2). LASAN has committed the EV, WV, WLA, SLA, and HAR wastesheds to BFI. In the first year of the contract, there are no increases to the TF. In the second year of the contract, the TFs are as shown (note that TF includes both the operating fee and all other applicable fees). In the third year, an additional \$2.00 per ton will be added to the operating fee (OF) portion of the TF, then the Consumer Price Index for Water Sewer Trash (CPI-WST) inflation factor will be applied to the new OF. In the fourth year, another \$0.80 per ton will be added to the OF, and the CPI-WST will be applied to the new OF. From the fifth year and thereon, CPI-WST will then be annually applied to the OF. For the transfer stations, the first four (4) years are as shown and in the fifth year and thereon, the service fee is adjusted by the CPI-WST inflation factor. The CPI-WST inflation factor is not to exceed 4.75%.

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Table 2. BFI Tipping Fees (\$/ton) (includes all applicable fees)

Facility Browning-Ferris Industries of California, Inc.	FY 21-22 Tip Fee (\$/ton)	FY 22-23 Tip Fee (\$/ton)	FY 23-24 Tip Fee (\$/ton)	FY 24-25 Tip Fee (\$/ton)	FY 25-26 Tip Fee (\$/ton)
Sunshine Canyon Landfill-Direct Haul	\$38.51	\$41.01	Add \$2 to OF and CPI-WST	Add \$0.80 to OF and CPI-WST	CPI-WST on OF
Sunshine Canyon Landfill-Transfer Haul	\$36.44	\$38.81	Add \$2 to OF and CPI+WST	Add \$0.80 to OF and CPI+WST	CPI-WST on OF
All Transfer Stations	\$52.98	\$55.23	\$57.48	\$59.73	CPI-WST on SF

LASAN and WM have negotiated the following TF schedules (Table 3). LASAN has committed the NC wasteshed to WM. In the first year, the TF is fixed as shown. From the second to the sixth year of the contract, the OF will be adjusted by one percent (1%) then the CPI-WST inflation factor will be applied. In the seventh year and thereon, only CPI-WST inflation factor will be applied to the OF. Table 4 shows the first year TF for the other WM facilities. The CPI-WST inflation factor is not to exceed 4.5%.

Table 3. WM Tipping Fees (\$/ton) (includes all applicable fees)

Facility: USA Waste California, Inc. dba Waste Management	FY 21-22 Tip Fee (\$/ton)	FY 22-23 through FY 26-27 Tip Fee (\$/ton)	FY 27-28 Tip Fee and onwards (\$/ton)
El Sobrante Landfill	\$31.01	add 1%increase to the OF in years 2 - 6 + CPI-WST	CPI-WST applied to OF in years 7 and thereon
Simi Valley Landfill: Direct	\$50.00		
Simi Valley Landfill: Transfer	\$35.00		
Carson Transfer Station	\$60.00		
Sun Valley Recycling Park	\$61.00		

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Table 4. FY 21-22 Tipping Fees (\$/ton) for other Waste Management Facilities

Facility: USA Waste California, Inc. dba Waste Management	FY 21-22 Tip Fee (\$/ton)
El Sobrante Landfill: Dead Animal	\$76.01
Antelope Valley	\$38.00
Azusa Landfill: Shredded tires	\$48.60
Azusa Landfill: Whole Passenger tires	\$78.51
Azusa Landfill: Tires with Rims	\$93.35
Azusa Landfill: Off-The-Road(OTR) Tires	\$155.27
Azusa Landfill: Clean dirt, Clean concrete, Clean Asphalt	\$17.00
Azusa Landfill: Non-friable Asbestos	\$166.30
Azusa Landfill: Friable Asbestos	\$277.20
Carson Transfer Station: Clean INERT debris during regular hours	\$40.57
Carson Transfer Station: Mixed INERT debris during regular hours	\$40.57
Carson Transfer Station: Bulky items during regular hours	\$95.27
Lancaster Landfill	\$43.00
Sun Valley Recycling Park: Food waste	\$115.00
Sun Valley Recycling Park: Diesel	\$61.84
Sun Valley Recycling Park: Fuel	\$61.23
Mission Road Transfer Station (WTR)	\$60.00
Downtown Diversion: Clean INERT debris during regular hours	\$34.97
Downtown Diversion: Mixed INERT debris during regular hours	\$34.97

Facility: USA Waste California, Inc. dba Waste Management	FY 21-22 Tip Fee (\$/ton)
Downtown Diversion: C&D during regular hours	\$85.97
Downtown Diversion: C&D with Contamination during regular hours	\$85.97
East Valley Diversion: Clean INERT debris during regular hours	\$29.97
East Valley Diversion: Mixed INERT debris during regular hours	\$29.97
East Valley Diversion: C&D during regular hours	\$85.97
East Valley Diversion: C&D with Contamination during regular hours	\$85.97

LOCAL BUSINESS PREFERENCE (LBP) PROGRAM

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will received a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Pursuant to the Local Business Preference Program, established by Ordinance No. 181910, BFI, WM, and Athens are certified as LBE firms and therefore were awarded eight additional points. IWT is not certified as an LBE firm and therefore was not awarded any additional points. On the proposal due date, Enviro-Pac was not a certified LBE and therefore was not awarded additional points.

MAYOR AND CITY COUNCIL ZERO WASTE GOALS

The Mayor and the Los Angeles City Council have set goals for the City to achieve 90% diversion of material from landfills by 2025, 95% by 2035 and 100% by 2050. The programs proposed by the Mayor and Council include but are not limited to source reduction, environmental preferable purchasing, single use products phase-out, etc. In addition, the City will be implementing organics diversion programs that will remove between 20% to 30% of solid waste from landfills. The proposed agreements will not hinder the City in achieving the environmental goals but secure long term contracts with price protection to City residents and no minimum tonnage commitments to BFI and WM.

PROPOSED TERM OF AGREEMENT AND ESTIMATED COSTS

The proposed contract term with BFI will be for ten (10) years with one (1) 7-year renewal option. In addition to the one (1) seven (7) year renewal option for BFI, 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 at the end of the initial ten (10) year term, or at the end of the seven (7) year term, by providing the Contractor written notice at least ninety (90) calendar days prior to expiration of the agreement.

The proposed contract term with WM will be for ten (10) years with one (1) 5-year renewal option. In addition to the one (1) five (5) year renewal option for WM, 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 at the end of the initial ten (10) year term, or at the end of the five (5) year term, by providing the Contractor written notice at least ninety (90) calendar days prior to expiration of the agreement.

Due to the nature of the contract, the cost to the contractor may vary. There are no contractual cost ceilings as these are tip-fee based contracts.

The estimated cost for the first ten (10) years with BFI is \$450,814,325 and with WM is \$92,202,887 for a total estimated cost of \$543,017,212.

The estimated cost for a potential 17-year contract with BFI is \$856,134,425 and a 15-year contract with WM is \$150,013,605 for a total estimated cost of \$1,006,148,030.

BUSINESS INCLUSION PROGRAM

Browning–Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company), USA Waste California, Inc. dba Waste Management EL Sobrante Landfill, Arakelian Enterprises, Inc., dba, Athens Services, Interstate Waste and Technology and Enviro-Pac have been found responsive in successfully completing their respective BIP evaluations.

At the time of distribution of the RFP for these services, the City established anticipated participation levels for this contract of 10 percent MBE, 2 percent WBE, 2 percent SBE, 2 percent EBE & 2 percent DVBE. Lesbian, Gay, Bi-sexual, Transgender Business Enterprise (LGBTBE) participation will be tracked, but an anticipated participation level has not been set.

BFI has pledged participation levels of 1.54 percent MBE, 0.13 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 0 percent OBE as shown below (Table 5).

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Gender/Ethnicity Codes:

AA = African American
 SAA = Subcontinent Asian American
 C = Caucasian
 M = Male
 HA = Hispanic American
 APA = Asian Pacific American
 NA = Native American
 F = Female

Table 5: Browning–Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company)

SUBCONTRACTOR	MBE/WBE/SBE/ EBE/DVBE/ LBE/OBE	GENDER/ ETHNICITY	% OF CONTRACT AMOUNT	SUBCONTRACT AMOUNT
M&K Trucking and hauling	MBE	M/HA	1.54%	\$3,088,800
Yorke Engineering, LLC.	WBE, LBE		0.13%	\$265,000
Total MBE Participation			1.54%	\$3,088,800
Total WBE Participation			0.13%	\$265,000
Total OBE Participation			0%	\$0
Total SBE Participation			0%	\$0
Total EBE Participation			0%	\$0
Total DVBE Participation			0%	\$0
Total LGBTBE Participation			0%	\$0
Base Estimated Contract Amount				\$200,202,000

WM had pledged participation levels of 1.8 percent MBE, 0 percent WBE, 0 percent SBE, 0 percent EBE, 0 percent DVBE, and 11.62 percent OBE based on their Schedule A submitted in 2019 when the RFP was reopened. Upon further negotiations between LASAN and WM, the regular utilization of WM Transfer Stations was not necessary as LASAN will deliver the MSW from CLARTS to El Sobrante Landfill; therefore, subcontractors will not be utilized and the pledge participation levels are removed from the Schedule A.

OTHER CITY POLICIES AND REQUIREMENTS

BFI and WM shall comply with all City requirements, including:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Living Wage and Worker Retention Ordinances
- Equal Benefits Ordinance
- Business Tax Registration Certificate
- Child Support Obligations Ordinance
- Insurance and Performance Bond Requirements
- Slavery Disclosure Ordinance
- Americans with Disabilities Act
- Municipal Lobbying Ordinance

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- Los Angeles Residence Information
- Contract History
- Non-Collusion Affidavit
- First Source Hiring Ordinance
- Contractor Bidder Campaign Contribution and Fundraising Restriction
- Iran Contracting Act of 2010
- City Contractors' Use of Criminal History for Consideration of Employment Applications
- Disclosure of Border Wall Contracting Ordinance

NOTIFICATION OF INTENT TO CONTRACT

The required Notification of Intent to Contract was filed on June 20, 2016 with the CAO Clearinghouse.

CHARTER SECTION 1022

The CAO issued the 1022 determination report on August 5, 2016 and determined that there was an insufficient number of City staff to perform the work proposed to be contracted.

CONTRACTOR RESPONSIBILITY ORDINANCE

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

CONTRACTOR PERFORMANCE EVALUATION

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

LOS ANGELES RESIDENCE INFORMATION

The headquarters of Browning–Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) is 14747 San Fernando Rd, Sylmar, CA 91342. Browning–Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company) employs 68 people, of which 25 reside in the City of Los Angeles.

The headquarters of USA Waste California, Inc. dba Waste Management is 1001 Fannin Street, Houston, TX 77002. USA Waste California, Inc. dba Waste Management employs 43,700 people, of which 387 reside in the City of Los Angeles.

APPROVED AS TO FORM

The proposed contracts have been approved as to form by the Office of the City Attorney.

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CONTRACT ADMINISTRATION

Responsibility for the administration of this contract will be with the Solid Resources Support Services Division of LASAN.

PROGRAM REVIEW BY DIRECTOR (PRD) APPROVAL

This RFP was approved by PRD on May 24, 2016.

STATUS OF FINANCING

There is no impact to the General Fund. There is no contractual cost ceiling for this contract as it is tip fee based. No funding is required in this Fiscal Year. Funding for future fiscal years will be available in the Solid Waste Resources Revenue Fund.

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

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.

FUTURE ACTIONS

Upon authorization by the City Council and the Mayor, the contracts will be executed by the Board with BFI and WM.


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Respectfully submitted,


ENRIQUE C. ZALDIVAR, P.E.
Director and General Manager
Bureau of Sanitation

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:


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:


LISA B. MOWERY, P.E., Chief Financial Officer
Bureau of Sanitation
Date: 4/30/21

Prepared by:
Darshna Patel, SRSSD
(213) 847-2952

**** AMENDED AS FOLLOWS:**

(1) INSTRUCT THE BUREAU OF SANITATION TO CONTINUE EXPLORATION OF ZERO WASTE ALTERNATIVE TECHNOLOGIES WITH ENTITIES INCLUDED BUT NOT LIMITED TO THOSE LISTED IN THIS REPORT;

(2) INSTRUCT THE BUREAU OF SANITATION TO PROVIDE STATUS UPDATE REPORTS ON A SEMI-ANNUAL BASIS RELATIVE TO ZERO FOOD WASTE; AND

(3) INCLUDE/ADD ALL EXHIBIT PAGES PROVIDED BY THE BUREAU OF SANITATION TO TRANSMITTAL NO. 2

DEPARTMENT OF PUBLIC WORKS

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CD: ALL

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

MAY 23 2018


Executive Officer
Board of Public Works

AUTHORITY TO DISTRIBUTE A REQUEST FOR PROPOSAL AND TO NEGOTIATE CONTRACTS FOR TRANSFER, PROCESSING AND/OR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE FROM THE CITY OF LOS ANGELES

RECOMMENDATIONS

Authorize the Director of the LA Sanitation (LASAN) to:

1. Distribute and advertise the transmitted Request for Proposals (RFP) for the Transfer, Processing, and/or Disposal Services for Residual Municipal Solid Waste (MSW) from the City of Los Angeles.
2. Evaluate the proposals, select, and interview the most qualified proposer(s) based on established rating criteria.
3. Negotiate contract(s) with the most qualified proposer(s).
4. Return to the Board of Public Works (Board) for authority to award.

TRANSMITTAL

1. Copy of the RFP for the Transfer, Processing, and/ or Disposal Services for Residual Municipal Solid Waste from the City of Los Angeles.

DISCUSSION

Request for Proposals (RFP):

This RFP is a solicitation for proposals from qualified and experienced contractors with a high degree of operational performance, technical abilities, and cost effectiveness to provide all-inclusive services to receive, accept, transfer, process and/or dispose approximately 3,500 tons per day (tpd) of residual MSW collected from the City's Curbside Collection Program, other City solid waste programs, and private waste. The listed tonnages are subject to change depending on operational and/or economic conditions.

Services may include, but are not limited to receiving the material at a facility for direct disposal (e.g., landfill); receiving material at a transfer station for transloading and

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subsequently hauled to a permitted disposal or processing facility; or receiving at facility for further processing for resource recovery and/or beneficial reusable products. Alternative options or unique solutions are also encouraged. The Proposer shall also provide contingent services in case of adverse conditions.

A proposal may be for a combination of services, and for the complete or a partial amount of the residual MSW. Proposed facilities must be fully permitted to accept such types of waste, and Proposer shall operate facilities and provide all services according to all applicable Federal, State, and Local laws.

Facilities utilized for these services shall comply with the City's Facilities Certification Plan as approved by the City of Los Angeles Board of Public Works.

Project Background:

The City of Los Angeles (City) is responsible for the collection of residential MSW from over 750,000 single family residences and small apartment complexes (four units or less). On a daily average, the City collects approximately 3,500 tons of residual MSW (i.e., post-source separated MSW or black bin material) from single family households and multifamily units of four or less. The collected material is either directly hauled or transferred through transfer stations to solid waste disposal sites.

LASAN also operates a fleet of over 770 heavy-duty vehicles for the collection of residual MSW from six collection districts or wastesheds: East Valley, West Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

About 1,150 tpd (33 percent) of residual MSW collected in the East Valley and West Valley wastesheds is directly hauled to Republic Service's Sunshine Canyon Landfill (SCL) in Sylmar (Contract C-93688). South Los Angeles, North Central, and West Los Angeles districts deliver about 1,900 tpd (54 percent) of residual MSW to the City's Central Los Angeles Recycling and Transfer Station (CLARTS). Of the 1,900 tpd transloaded at CLARTS, 1,300 tpd is hauled to SCL and 600 tpd is hauled to Waste Management's El-Sobrante Landfill in Corona (Contract C-110742). The West Los Angeles collection district also delivers about 250 tpd (7 percent) of residual MSW to the Southern California Disposal & Recycling (SCD) transfer station in Santa Monica (Contract C-109961) to be transloaded for transport to SCL. In the Harbor wasteshed, about 200 tpd (6 percent) of residual MSW is transloaded and hauled through the Falcon Transfer Station (owned by Republic Services).

CLARTS has a capacity of receiving up to 4,025 tpd of solid waste. At CLARTS, the residual MSW is transloaded onto semi-tractor trailers operated by contracted private haulers. In addition, private waste received at CLARTS is transloaded into semi-tractor

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trailers for transport to designated landfills. CLARTS also accepts yard trimming material at their facility and will separately transload and transport this material to designated facilities for processing into mulch, compost, or anaerobic digestion.

LASAN's contract for disposal service with Republic Services, Inc. (C-93688) will be expiring on June 30, 2021. The contract was originally executed in February 1996 for 7.5 years, but was amended (Amendment No. 1) in September 2000 with an expiration date of June 30, 2006. The contract was further amended (Amendment No. 2) in June 2006 with an expiration date of June 30, 2011, with an option to extend until June 30, 2021. In May 2010, a third amendment (Amendment No. 3) was executed with an expiration date of June 30, 2021 with no further renewal options.

These disposal services are crucial to managing residual MSW generated from the City of Los Angeles residential curbside collection program and other City Solid Waste Collection programs.

Therefore, the City seeks the distribution of a new RFP to replace the expiring contract. (Transmittal No. 1) The ability of the City to contract with more than one disposal facility has served the City well, especially in the event of an emergency or adverse conditions at one of the primary disposal sites.

Proposed Term of Contract:

The proposed contract term for each contract will be five (5) years, with two (2) five (5) year renewal options to be exercised at the City's sole discretion.

Rationale for Using a RFP:

The RFP process is being employed to solicit available services for the greatest benefit to the City at the most competitive rate. A review committee consisting of City staff will evaluate all proposals to determine which proposal or combination of proposals (according to the evaluation criteria identified in Tables 1) will bring the greatest benefit to the City.

Selection Process and Evaluation Criteria:

The proposal review committee consisting of City staff will evaluate and rate all proposals. Based upon the evaluation committee's final report, LASAN will submit a report to the Board containing a recommendation to award and execute contract(s) with the selected Proposer(s). Contract(s) will then be submitted to the Board, the Mayor, and the City Council for approval. The criteria for the selection of the respondents are outlined in the RFP and are summarized in Table 1 below.

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Table 1. Evaluation Criteria for Proposals

Evaluation Criteria		Points
1	Qualifications and Experience <ul style="list-style-type: none"> • At least 3 years operational experience • Statement of Qualifications 	0 -10
2	Workplace Safety Requirements <ul style="list-style-type: none"> • Statement of Workplace Policies and Procedures • Submit OSHA citations and Log of Work Related Injuries and Illnesses for past 5 years 	0-10
3	Technical Requirements <ul style="list-style-type: none"> • Facility location and proximity • Capability, capacity, and contingency plans • Adequate facilities, supplies, equipment and staffing • Permit and Regulatory compliance 	0-25
4	Financial Requirements <ul style="list-style-type: none"> • Financial Statements • Performance Bond and Insurance requirements 	0-10
5	Proposed Service Fee <ul style="list-style-type: none"> • Cost per ton (\$/ton) • Revenue Sharing (\$/ton) 	0-40
6	Overall Proposal Responsiveness <ul style="list-style-type: none"> • Compliance with RFP guidelines, objectives, and deadlines 	0-5
TOTAL MAXIMUM POINTS		0-100

World Wide Web:

The RFP will be posted on the City's World Wide Web site in compliance with City Council Motion 95-1060S2. The RFP, addenda, and all other related documents will be available for download on www.labavn.org.

Notification of Intent to Contract:

The Notification of Intent to Contract was filed with the Office of the City Administrative Officer (CAO) Clearinghouse on June 22, 2016.

Charter Section 1022:

The Office of the CAO released the Charter 1022 determination on August 5, 2016 and found that City employees do not have the expertise to perform the work.

Business Inclusion Program (BIP)

The Business Inclusion Program will be in compliance with the Mayor's Executive Directive No. 14. LASAN has established anticipated participation levels of 10 percent Minority Business Enterprise (MBE), 2 percent Women Business Enterprise (WBE), 2

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percent Small Business Enterprise (SBE), 2 percent Emerging Business Enterprise (EBE), and 2 percent Disabled Veteran Business Enterprise (DVBE).

Proposers submitting a proposal in response to this RFP are required to perform a BIP Outreach using the City's Business Assistance Virtual Network (LABAVN) system. Failure to comply with the City's BIP Outreach requirements will render the proposal non-responsive.

In addition to the BIP Outreach, the Proposers are required to complete and submit the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A). The Schedule A must be submitted with the Proposer's proposal. Additionally, during the term of the contract, the contractor must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

Compliance with Board RFP Policy:

As per Board policy, the RFP was delivered to the Secretary of the Board prior to Board consideration thereof.

Other City Requirements:

All proposers will be required to comply with the following City policies and requirements:

- Nondiscrimination/Equal Employment Practices/Affirmative Action Program
 - Equal Benefits Ordinance
 - Living Wage and Worker Retention Ordinances
 - Slavery Disclosure Ordinance
 - Americans with Disabilities Act
 - Child Support Obligations Policy
 - Los Angeles Residence Information
 - Non-Collusion Affidavit
 - Performance Bond and Insurance requirements
 - Business Tax Registration Certificate
 - City of Los Angeles Contract History
 - First Source Hiring Ordinance
 - Contract Bidder Campaign Contribution and Fundraising Restrictions
 - Municipal Lobbying Ordinance
 - Iran Contracting Act of 2010 Compliance Affidavit
 - Contractors' use of Criminal History for Consideration of Employment Applications
- Attachments and forms pertaining to these requirements are included in the RFP, available on www.labavn.org.

Local Business Preference (LBP) Program:

All Proposers are eligible to participate in the LBP Program by qualifying as a Local Business Enterprise (LBE). The City shall grant eight percent (8%) of the total possible evaluation points added to their evaluation score to those Proposers who are certified as an LBE firm. Those Proposers who do not qualify as an LBE, but identify qualified LBE-certified subcontractors to perform work under this RFP, will receive a one percent (1%) preference, up to a maximum of five percent (5%), of the total possible evaluation points added to their evaluation score for every ten percent (10%) of the cost of the proposed work to be performed by certified LBE subcontractors.

Contractor Responsibility Ordinance:

All contractors participating in this project 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 proposer's contract subject to termination pursuant to the conditions expressed therein.

Contractor Performance Evaluation:

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

Contract Administration:

Responsibility for the administration and management of this contract will rest with LASAN's Solid Resources Support Services Division (SRSSD).

Estimated Value of Contract:

No funding is required at this time. The project will be funded from the Solid Resources Revenue Fund, No.508. Specific funding information will be provided at the time of project award.

Future Action:

Subsequent to the negotiation of the contract(s), LASAN will ask the Board for authority to award and execute the contract(s) negotiated with the highest rated proposer(s).

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Respectfully submitted,




ENRIQUE C. ZALDIVAR, Director
Bureau of Sanitation



JOHN L. REAMER, Jr., Director
Bureau of Contract Administration

COMPLIANCE REVIEW PERFORMED
AND APPROVED BY:



HANNAH CHOI, Assistant Director
Bureau of Contract Administration

Prepared by:
Rowena Romano, SRSSD
(213) 485-3626

CONTRACT NO. C- _____

SERVICE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES

AND

BROWNING –FERRIS INDUSTRIES OF CALIFORNIA, INC. DBA SUNSHINE CANYON

LANDFILL (A REPUBLIC SERVICES SUBSIDIARY)

FOR

DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE

IN THE CITY OF LOS ANGELES



City of Los Angeles
Department of Public Works
LA Sanitation & Environment

Enrique C. Zaldivar, General Manager and Director
Alex E. Helou, Assistant Director

Solid Resources Support Services Division
Robert J. Potter, Division Manager

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND BROWNING- FERRIS INDUSTRIES OF CALIFORNIA, INC. DBA SUNSHINE CANYON LANDFILL (A REPUBLIC SERVICES SUBSIDIARY) FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

This AGREEMENT, 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 called the "CITY", and Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Subsidiary) hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

W I T N E S S E T H

WHEREAS, the CITY is responsible for the collection of the residual municipal solid waste (MSW) from six (6) WASTESHEDS: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor; and

WHEREAS, the CITY is committed to collect, recycle, and dispose of municipal solid waste generated by approximately 750,000 households in the CITY including single-family residences and small apartment complexes (4 units or less); and

WHEREAS, pursuant to the provision of the California Integrated Solid Waste Management Act, the CITY was mandated to divert 50% of all solid waste from landfill facilities by the year 2000, and the CITY has set a landfill diversion goal of 90% by the

year 2025, 95% by 2035, and 100% by 2050 through source reduction, recycling and composting; and

WHEREAS, the CITY'S existing contract with CONTRACTOR (C-93688) for Municipal Solid Waste DISPOSAL SERVICES expires on June 30, 2021; and

WHEREAS, on May 23, 2018 the Board of Public Works authorized the Bureau of Sanitation (LASAN) to distribute a Request for Proposals for the Transfer, Processing and/or DISPOSAL SERVICES for Residual Municipal Solid Waste in the City of Los Angeles and to select and negotiate contract(s) with qualified proposers; and

WHEREAS, on May 16, 2019 LASAN received six proposals in response to the Request for Proposals; and

WHEREAS, the CONTRACTOR was deemed qualified, with the experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the Request for Proposals; and

WHEREAS, the CITY and the CONTRACTOR have negotiated this AGREEMENT in good faith; and

WHEREAS, the CONTRACTOR maintains ownership of the LANDFILL and TRANSFER STATIONS and has expertise and capability to provide services and rights provided in this AGREEMENT; and

WHEREAS, the CONTRACTOR meets all Federal, State, and Local requirements to perform DISPOSAL AND TRANSFER STATION SERVICES of RESIDUAL MSW; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for the acceptance and disposal of RESIDUAL MSW collected by the City for the term of the AGREEMENT;

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:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" means Browning-Ferris Industries of California, Inc., dba Sunshine Canyon Landfill (A Republic Services Subsidiary. The singular shall include the plural

and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities 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; each shall have the meaning set forth opposite the same:

ADVERSE CONDITION An event or situation during LANDFILL or TRANSFER STATION operating hours when: (a) the LANDFILL or TRANSFER STATION is closed for disposal operations due to conditions which are within the control of CONTRACTOR or the result of CONTRACTOR’S failure to take reasonable care, or (b) CITY truck turnaround time exceeds 60 minutes for more than two continuous hours, either of which could have been avoided by CONTRACTOR through the exercise of reasonable care. A restriction on the LANDFILL hours of operation of 3 hours or less imposed by the South Coast Air Quality Management District shall not constitute an Adverse Condition. The restrictions shall not exceed a four month period per calendar year.

AGREEMENT/CONTRACT This contractual agreement, including all Attachments appended hereto, between the CITY and CONTRACTOR.

ALTERNATIVE DISPOSAL FACILITIES (ADF) Disposal facilities other than the LANDFILL that are permitted for the disposal of CITY RESIDUAL MSW, with which CONTRACTOR has a direct contractual arrangement for the disposal of CITY RESIDUAL MSW in the event of ADVERSE CONDITIONS under Section 4.1.2.2.

APPLICABLE LAW All statutes, rules, regulations, permits, orders, or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the LANDFILL and TRANSFER STATIONS 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. Each day beginning at 12:01 a.m. and ending twenty-four (24) hours thereafter at 12:00 midnight.

CALENDAR DAY

Weight tickets issued by a certified Weigh Master from a

WEIGH STATION indicating the GROSS WEIGHT and

CERTIFIED WEIGHT

TARE WEIGHT of the vehicle or container, and the NET

TICKETS

WEIGHT of the material.

The occurrence of any event or change in law specifically set forth below:

CHANGE IN LAW (CL)

(a) The adoption, promulgation, modification, or

change in judicial or administrative interpretation

occurring after the EXECUTION DATE, which adoption,

promulgation, codification, or change in judicial or

administrative interpretation relates to any APPLICABLE

LAW; or

(b) Any order or judgment of any federal, state or

local court, administrative agency or governmental body

issued after the EXECUTION DATE, if:

(i) Such order or judgment is not also the result of

the willful misconduct or negligent action or inaction of

the party relying thereon or of any third party for whom

the party relying thereon is directly responsible; and

(ii) The party relying thereon, unless excused in writing from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken, all reasonable action in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or negligent action of such party); or

(c) The imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT after the EXECUTION DATE to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; or

(d) The failure of a governmental authority or agency to issue, or the suspension or termination of, any PERMIT after the EXECUTION DATE, provided such failure to issue or the suspension or termination of any PERMIT is not the result of willful misconduct or

negligent action or inaction of the party relying thereon or any third party for whom the party relying thereon is directly responsible.

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

- (i) the failure of the appropriate Governmental Entity to approve the Contractor's staffing plan or any changes therein over time; or
- (ii) a change in the nature or severity of the actions typically taken by a Governmental Entity to enforce compliance with APPLICABLE LAW which was effective as of the EXECUTION DATE.

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 in
manners concerning this document.

CITY PROJECT MANAGER Designated representative of the CITY for all issues
related to this AGREEMENT.

CLARTS Central Los Angeles Recycling and Transfer Station
owned and operated by the CITY.

CONTRACTOR Browning-Ferris Industries of California, Inc., dba
Sunshine Canyon Landfill (A Republic Services
Subsidiary)

COST SUBSTANTIATION Evidence of costs actually incurred by a party consistent
with Generally Accepted Accounting Principles.

CONTRACTOR PROJECT Designated representative of the CONTRACTOR for all
MANAGER issues related to this AGREEMENT.

DIRECT COSTS

The sum of: (i) the costs of payroll directly related to the performance or supervision of any obligation pursuant to the terms hereof, consisting of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, Workers Compensation Insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (ii) the costs of materials, services, direct rental costs and supplies purchased by such party, plus (iii) the cost of travel and subsistence, plus (iv) the reasonable costs of any payments to subcontractors necessary to and in connection with the performance of such obligation, plus (v) any other cost or expense incurred by the party which is directly or normally associated with the task performed by the party.

DISPOSAL SERVICES

The services provided by CONTRACTOR at the LANDFILL property for disposal of RESIDUAL MSW in CONTRACTOR'S LANDFILL.

EFFECTIVE DATE

The date on which the terms and conditions of this AGREEMENT will become effective, which is July 1, 2021.

EXECUTION DATE	Date on which the CONTRACT is attested by the City Clerk.
GROSS WEIGHT	Weight of the collection vehicle or other container including any loaded materials.
HOLIDAY	New Year's Day, Independence Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed by the CITY on which the CITY does not collect CITY waste.
HOUSEHOLD HAZARDOUS WASTE (HHW)	Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.
LANDFILL	

The Permitted Solid Waste facility that accepts solid waste for land disposal. CONTRACTOR'S landfill is the Sunshine Canyon Landfill located at 14747 San Fernando Rd, Sylmar CA, 91342.

LASAN	Los Angeles Sanitation & Environment, which is the Bureau of Sanitation of the Department of Public Works of the CITY.
MBE/WBE/SBE/EBE/DVBE/ OBE	Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.
MSW	Municipal Solid Waste
NET WEIGHT	The difference between the GROSS WEIGHT of vehicle and material, and the TARE WEIGHT of the vehicle.
OPERATING DAY	Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to receive and dispose of RESIDUAL MSW at the LANDFILL AND TRANSFER STATIONS.
PERMITS	All Federal, State of California, local or any other pertinent governmental unit, permits, orders, licenses, and approvals required by APPLICABLE LAW (including but not limited to California Environmental Quality Act)

for the modifications, operations and maintenance of the LANDFILL and TRANSFER STATIONS.

RESIDUAL MUNICIPAL SOLID WASTE (RESIDUAL MSW) Waste generated in the CITY by single family residences, small apartment complexes (4 units or less) and any CITY government facilities and operations, which is collected by LASAN and including CITY residential waste delivered to the Southern California Disposal (SCD) Transfer Station. RESIDUAL MSW does not include: (a) HOUSEHOLD HAZARDOUS WASTE; (b) UNPERMITTED WASTE.

RESIDUAL MSW also excludes residue from third party processing facilities, any material recovered or separated from CITY collected waste that is actually used for the purpose of marketing, selling, or otherwise diverting such materials for reuse, recycling, and/or conversion technologies.

SERVICE FEE The fees paid to the CONTRACTOR for DISPOSAL SERVICES and for TRANSFER STATION SERVICES and for all other categories of services described in this

AGREEMENT, and as further itemized in Section 11.1 and Exhibit O attached hereto.

SPECIAL WASTE

Waste, other than RESIDUAL MSW, such as contaminated soil, construction and demolition debris, medical waste, and treated wood, that requires advance approval by CONTRACTOR before it can be received at the LANDFILL for disposal. SPECIAL WASTE only includes those materials that the LANDFILL can accept for disposal under its PERMITS and APPLICABLE LAW. Categories of SPECIAL WASTE that may be approved by CONTRACTOR for disposal at the LANDFILL are listed in EXHIBIT P.

SUBCONTRACTOR

An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials related to the performance of this AGREEMENT per EXHIBIT A.

TARE WEIGHT

Weight of an empty collection vehicle or container.

TON

Equal to 2,000 pounds.

TPD

Tons per day.

TRANSFER STATIONS

The services provided by CONTRACTOR for the receipt of RESIDUAL MSW by CONTRACTOR at its TRANSFER STATIONS, which RESIDUAL MSW is then transloaded and transported in transfer trucks to a location described in this AGREEMENT or other location subsequently agreed on by the parties. TRANSFER STATION SERVICES may also include the transfer of waste materials other than RESIDUAL MSW that the CITY delivers to CONTRACTOR'S TRANSFER STATIONS for the transloading and transportation of such waste to locations other than the LANDFILL.

CONTRACTOR'S permitted solid waste transfer facilities utilized to receive solid wastes and transfer the solid wastes from smaller to larger vehicles for transport.

CONTRACTOR'S transfer stations covered by this AGREEMENT are:

Falcon Transfer Station (3031 E. I Street, Wilmington, CA 90744)

American Transfer Station (1449 W. Rosecrans Ave, Gardena, CA 90249)

Bel Art Transfer Station (2495 E 68th St., Long Beach, CA 90805)

Compton Transfer Station (2509 W. Rosecrans Ave, Los Angeles, CA 90059)

Innovative Transfer Station (4133 Bandini Blvd, Vernon, CA 90058)

East LA Transfer & Recycling (1512 N. Bonnie Beach Pl., Los Angeles, CA 90063)

UNPERMITTED WASTE

Waste that is defined as "Hazardous Waste" under APPLICABLE LAW, or which because of its quantity, concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed or otherwise managed, or, in combination with other solid waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as described in California Code of Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3; biohazardous or biomedical

waste; sludge; those wastes under the control of the Nuclear Regulatory Commission; and any other waste that the LANDFILL is not allowed to receive under its PERMITS.

WASTESHED

A CITY solid waste collection district or other geographic area defined by the CITY within CITY limits that generates solid waste. The CITY'S residential collection districts are: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor.

WEIGH STATION

A weigh station (also known as "scales") that is required to be maintained in compliance with the weight and measure laws in the California Business and Professions Code and is subject to Department of Weight and Measures calibration.

ARTICLE 3 – PROJECT DESCRIPTION

The CITY collects RESIDUAL MSW in six (6) designated WASTESHEDS: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor. The collected material is either directly hauled to a solid waste disposal site or transferred through transfer stations to solid waste disposal sites. The CITY owns and operates the Central Los Angeles Recycling and Transfer Station (CLARTS) located on 2201 E. Washington Blvd. Los Angeles, CA 90021 for the transfer of RESIDUAL MSW to solid waste disposal sites.

CONTRACTOR has identified its LANDFILL as the Sunshine Canyon Landfill, and six TRANSFER STATIONS for the transload and transfer of RESIDUAL MSW to the LANDFILL, as well as for use in the event of ADVERSE CONDITIONS at the LANDFILL, or to transfer waste materials (i.e., other than RESIDUAL MSW) to locations other than the LANDFILL for the purpose of marketing, selling, or otherwise diverting such materials for reuse, recycling, and/or conversion technologies.

The LANDFILL is owned and operated by Browning-Ferris Industries of California, Inc. and is located at 14747 San Fernando Road, Sylmar CA, 91342. Access to the LANDFILL is via San Fernando Road which can be accessed from the adjacent Golden State Freeway (Interstate 5). The LANDFILL is permitted to receive 12,000 TPD of mixed MSW. The LANDFILL is permitted to accept waste from 6:00 AM through 6:00 PM

Monday through Friday, and 7:00 AM to 2:00 PM on Saturday. The LANDFILL is closed on Sunday.

For the Term of this AGREEMENT, the CITY commits to deliver all residential RESIDUAL MSW collected in the West Valley, East Valley, West LA, South LA, and Harbor WASTESHEDS, with exceptions as noted in Article 4, to the LANDFILL for disposal, either through direct delivery of waste to the LANDFILL in CITY operated or authorized route collection vehicles or in transfer trucks from the CITY'S CLARTS transfer station, Southern California Disposal (SCD) transfer station, any other CITY contracted facility, or through the delivery of RESIDUAL MSW to CONTRACTOR'S TRANSFER STATIONS for transport to the LANDFILL.

CONTRACTOR will make direct contractual arrangements at ALTERNATIVE DISPOSAL FACILITIES for the disposal of RESIDUAL MSW, to be used at the CITY's option, when other landfills are needed for the disposal of RESIDUAL MSW pursuant to Section 4.1.2.2.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

4.1 Acceptance of RESIDUAL MSW

4.1.1 Hours of Operation

- (a) CONTRACTOR shall accept deliveries of RESIDUAL MSW at the LANDFILL and TRANSFER STATIONS Monday through Friday between 6:00 AM to 6:00 PM. For any week in which a HOLIDAY occurs on Monday through Friday, the LANDFILL shall accept RESIDUAL MSW on the Saturday of that week from 6:00 AM to 6:00 PM. The LANDFILL is closed on New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and other holidays officially designated and observed as such by the CITY on which days the CITY will not deliver RESIDUAL MSW to the LANDFILL.

- (b) CITY may request that the LANDFILL and/or TRANSFER STATIONS remain open to accept deliveries at times other than those delineated above. CONTRACTOR shall use reasonable business efforts to comply with such CITY requests.

- (c) RESIDUAL MSW delivered by the CITY to the LANDFILL, either directly hauled or transferred through its own transfer station or contracted TRANSFER STATIONS, shall have priority access over other CITY and non-CITY customers waste deliveries at the LANDFILL.

- (d) CONTRACTOR shall also provide adequate debris clean out areas at the LANDFILL, TRANSFER STATIONS, and ALTERNATIVE DISPOSAL FACILITIES. CONTRACTOR shall also provide adequate restroom facilities

at the LANDFILL, TRANSFER STATIONS, and ALTERNATIVE DISPOSAL FACILITIES, unless otherwise notified by CONTRACTOR that restrooms are not available due to safety and public health concerns (e.g., epidemics, pandemics).

4.1.2 CITY Daily WASTESHED Delivery of RESIDUAL MSW

- (a) During each OPERATING DAY at the LANDFILL, the CITY shall deliver all of the residential RESIDUAL MSW collected in the West Valley, East Valley, West LA, South LA, and Harbor WASTESHEDS, with exceptions noted in Article 4, to the LANDFILL for disposal, either through direct delivery of waste to the LANDFILL in CITY operated or authorized route collection vehicles or in transfer trucks from the CITY'S CLARTS transfer station or other transfer or processing facilities such as the Southern California Disposal (SCD) transfer station, any other CITY contracted facility, or through the delivery of RESIDUAL MSW to CONTRACTOR'S TRANSFER STATIONS for transport to the LANDFILL.

- (b) The CITY may deliver up to the maximum quantities of RESIDUAL MSW to the TRANSFER STATIONS each OPERATING DAY as shown in EXHIBIT O attached hereto, which is incorporated into this AGREEMENT by this reference.

- (c) CONTRACTOR shall provide the CITY priority access to two (2) tippers to adequately accommodate tipper trailer vehicles delivering CITY RESIDUAL MSW to the LANDFILL.
- (d) During ADVERSE CONDITIONS at the CITY'S other contracted disposal facilities, the CITY may deliver additional RESIDUAL MSW to the LANDFILL, provided that there is sufficient capacity at the LANDFILL. The CITY, and its designated transportation providers shall deliver this tonnage from CLARTS or other transfer station as designated and dispose of it at the LANDFILL as set forth in section 4.1.2.
- (e) The CONTRACTOR will use reasonable business efforts to accept at the LANDFILL deliveries of RESIDUAL MSW or other CITY-collected materials (e.g., organics, recyclables, inert materials, and construction and demolition materials) collected by the CITY or designated haulers, in the aggregate, in excess of the WASTESHED commitments described above, to the extent the LANDFILL has capacity and ability to accept and dispose of such excess deliveries, in accordance with PERMITS and APPLICABLE LAW and subject to the CONTRACTOR'S discretion to accept waste.
- (f) The CITY shall not be in default of this AGREEMENT, nor in violation of its obligation to deliver RESIDUAL MSW to CONTRACTOR, if the amount of

waste delivered to the LANDFILL declines in volume when the reduction in volume is attributed to CITY landfill diversion programs and/or the CITY'S use of any other non-landfill facility or facilities that transform, convert or reuse the waste through the use of the following processes, including, but not limited to, pyrolysis, anaerobic digestion, composting, gasification, advanced thermal recycling, incineration or a facility or facilities which otherwise diverts the waste from disposal at a landfill.

- (g) If the CITY chooses to divert non-RESIDUAL MSW waste materials generated in its WASTESHED through a processing facility, any residual non-recyclable material remaining after processing at the recycling facility that is required to be disposed of at a landfill may be considered RESIDUAL MSW, which the CITY at its own discretion may then choose to be delivered to the LANDFILL at the CITY'S rate.

4.1.2.1 TRANSFER STATIONS

- (a) CITY may deliver RESIDUAL MSW to CONTRACTOR'S TRANSFER STATIONS for transfer of such RESIDUAL MSW by CONTRACTOR to the LANDFILL.
- (b) The CITY may also deliver to CONTRACTOR'S TRANSFER STATIONS other CITY-collected waste materials that are not

RESIDUAL MSW (e.g., organics, recyclables, inert materials, and construction and demolition materials) to the TRANSFER STATIONS identified on EXHIBIT O for each category of materials, on an “as-needed” basis.

- (c) These TRANSFER STATIONS will be made available to the CITY at the rates stipulated in ARTICLE 11 Section 11.1. There shall be no minimum tonnage requirements at these TRANSFER STATIONS. There will be maximum daily tonnage delivery limits as reflected on EXHIBIT O per category of waste, applicable to the combined total of RESIDUAL MSW and other CITY-delivered materials at each of the TRANSFER STATIONS as set forth in section 4.1.2. CITY may request CONTRACTOR to allow CITY to exceed the TPD limits in EXHIBIT O for any category of waste at a given TRANSFER STATION, which CONTRACTOR may grant or deny in its sole discretion.

- (d) At the CITY’s option, CITY-collected organics received at the TRANSFER STATIONS shall be trans-loaded and/or transferred by CONTRACTOR to the facilities listed in EXHIBIT O or other facilities subsequently designated by the CITY for processing and reuse, or

as approved by the CITY as alternative daily cover at the LANDFILL. CITY-collected recyclable, inert, and construction and demolition materials (i.e., not RESIDUAL MSW) received at the TRANSFER STATIONS shall be trans-loaded and/or transferred to the facilities listed in EXHIBIT O or facilities subsequently designated by the CITY for processing and marketing, or where such waste materials are approved by the CITY for the disposal at the LANDFILL.

4.1.2.2 ADVERSE CONDITION

CONTRACTOR and CITY contemplate that ADVERSE CONDITIONS may occur during the term of this AGREEMENT, which are within the control of CONTRACTOR or the result of CONTRACTOR'S failure to take reasonable care, and agree as follows:

In the event of an ADVERSE CONDITION, CITY and CONTRACTOR will first meet and confer in good-faith to discuss possible appropriate resolutions. If CITY determines in its reasonable discretion that the closure or temporary delay requires CITY collection vehicles or transfer trucks to divert RESIDUAL MSW away from the LANDFILL or TRANSFER STATION, the CITY may use CONTRACTOR'S ALTERNATIVE DISPOSAL FACILITIES and TRANSFER STATIONS, and CONTRACTOR shall absorb and not charge the CITY for any additional transfer and disposal costs

associated with the use of such ALTERNATIVE DISPOSAL FACILITIES or TRANSFER STATIONS.

(a) For the West & East Valley WASTESHEDS, CONTRACTOR will provide to the CITY, at least annually, a list of ALTERNATIVE DISPOSAL FACILITIES (ADF) to the CITY for use during ADVERSE CONDITIONS. During the ADVERSE CONDITION, CITY shall dispose of RESIDUAL MSW at the ADF and CONTRACTOR shall pay the ADF for the disposal of RESIDUAL MSW at the ADF. The CITY, in turn, shall pay CONTRACTOR the SERVICE FEE for each TON of RESIDUAL MSW disposed of at the ADF. Upon COST SUBSTANTIATION by the CITY, CONTRACTOR shall reimburse the CITY for any incremental, actual cost increase incurred by the CITY for the transportation of RESIDUAL MSW to the ADF.

(b) For the West LA, South LA and Harbor WASTESHEDS, CONTRACTOR shall make available to the CITY during the ADVERSE CONDITION sufficient capacity for the disposal of RESIDUAL MSW at CONTRACTOR'S network of TRANSFER STATIONS (i.e., Falcon, American, Bel Art, Compton, Innovative and East LA). CONTRACTOR shall not be obligated to provide disposal capacity for the North Central WASTESHED. There will be maximum daily tonnage delivery limits as reflected on EXHIBIT O per category of waste at each of the TRANSFER STATIONS. The CITY shall pay CONTRACTOR the

TRANSFER STATION SERVICE FEE (see EXHIBIT O) for each TON of RESIDUAL MSW disposed of at the TRANSFER STATION. If there is a cost increase to the CITY resulting from payment of the TRANSFER STATION SERVICE FEE, compared with what would have been the total per TON cost to the CITY for disposal of RESIDUAL MSW at CLARTS and transportation from CLARTS to the LANDFILL, upon COST SUBSTANTIATION by the CITY, CONTRACTOR shall reimburse the CITY for any incremental, actual cost increase.

(c) Further, if Southern California Disposal (SCD) uses an ADF as a result of an ADVERSE CONDITION there is any incremental, actual cost increase to the CITY for SCD's transportation and disposal of RESIDUAL MSW at the ADF, upon COST SUBSTANTIATION by the CITY, CONTRACTOR shall reimburse the CITY for such incremental cost increase.

(d) The incremental increased costs described in subsections (a) through (c) shall be considered to be Performance Damages. No additional Performance Damages shall be assessed by CITY or paid by CONTRACTOR with respect to any RESIDUAL MSW diverted during ADVERSE CONDITIONS. Before any such Performance Damages are applied to CONTRACTOR'S payments or invoices to CITY, the CITY and CONTRACTOR will meet and confer on the amount and validity of the incremental increased costs described in subsections (a) through (c).

In the event CONTRACTOR cannot accommodate a portion of the CITY RESIDUAL MSW as provided in Article 4.1.2 CITY Daily WASTESHED Delivery of RESIDUAL MSW at its facilities due to the temporary closure of LANDFILL then CITY may deliver such portion of the CITY RESIDUAL MSW to other third-party transfer stations and/or disposal facilities. If there is any incremental, actual cost increase to the CITY for disposal of RESIDUAL MSW at the third-party transfer stations and/or disposal facilities, and such RESIDUAL MSW was committed by the CITY to CONTRACTOR prior to the ADVERSE CONDITION, upon COST SUBSTANTIATION by the CITY, CONTRACTOR shall reimburse the CITY for such incremental cost increase.

During ADVERSE CONDITIONS at the LANDFILL, there will not be any penalty to the CITY for not meeting its daily WASTESHED delivery of RESIDUAL MSW. The intent of this Section is for CONTRACTOR to not charge the CITY but reimburse the CITY for incurring incremental transfer and disposal cost.

4.1.3 Monitoring of Waste/Exclusion of UNPERMITTED WASTE

(a) Responsibilities

The LANDFILL shall not be used for the handling, transportation, storage, or disposal of UNPERMITTED WASTE. Neither the CONTRACTOR nor the CITY shall knowingly allow the delivery of UNPERMITTED WASTE to the LANDFILL.

In accordance with PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor deliveries of RESIDUAL MSW to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the LANDFILL. Copies of current procedures and protocols are included in Exhibit M. CITY agrees to comply with all such procedures and protocols including but not limited to the LANDFILL's Load Check Program, as they are currently written and as they may be modified in the future. CONTRACTOR shall provide the CITY with prompt written notification of any changes in such procedures and protocols, but in no event shall such notice be later than thirty (30) CALENDAR DAYS from such change.

If CONTRACTOR discovers that UNPERMITTED WASTE has been delivered to the LANDFILL or a TRANSFER STATION by the CITY, CONTRACTOR shall use its best efforts to promptly contact the CITY PROJECT MANAGER by telephone, and provide written notice to the CITY and to other appropriate governmental authorities. Written notice shall be transmitted within two (2) CALENDAR DAYS from the discovery of UNPERMITTED WASTE. In as expeditious manner as possible, at CITY'S sole expense, and if practical, CONTRACTOR shall clean-up and/or remove the UNPERMITTED WASTE from the LANDFILL, or TRANSFER STATION, as applicable, and transport, and dispose of such UNPERMITTED WASTE at

an appropriate facility permitted to handle such UNPERMITTED WASTE in accordance with APPLICABLE LAW.

CONTRACTOR and CITY acknowledge that RESIDUAL MSW may contain incidental small quantities of HOUSEHOLD HAZARDOUS WASTE, and, as such, shall not be construed as UNPERMITTED WASTE. Furthermore, the CONTRACTOR shall not be obligated to clean up, remove, transport, or dispose of such HOUSEHOLD HAZARDOUS WASTE in the same manner as UNPERMITTED WASTE. CITY shall ensure that Federal, State, and local standards are met concerning the exclusion of UNPERMITTED WASTE in its collection vehicles and at its CLARTS facility.

(b) Costs and Liabilities

CONTRACTOR shall pay all the costs incurred in monitoring UNPERMITTED WASTE pursuant to Section 4.1.3. Subject to CITY's reasonable review and approval, CITY shall reimburse the DIRECT COSTS of cleaning up, removing, transporting, and disposing UNPERMITTED WASTE delivered to the LANDFILL, with proper COST SUBSTANTIATION, and provided the CONTRACTOR is able to prove and provide in writing that the CITY or TRANSFER STATION delivered such UNPERMITTED WASTE. CITY shall not reimburse the CONTRACTOR for, nor hold harmless, indemnify, nor defend the CONTRACTOR against any claims,

demands, suits, damages, penalties, charges, judgments, liabilities, or losses of any kind, to the extent resulting from any negligent acts or omissions of the CONTRACTOR which relate to the management of UNPERMITTED WASTE.

4.1.4 Truck Turnaround Time and Queuing

CONTRACTOR shall ensure that CITY vehicles have priority access to the LANDFILL and the WEIGH STATIONS. CONTRACTOR shall use its best efforts to enable the turnaround time for CITY route collection vehicles and transfer trucks entering the LANDFILL, including but not limited to waiting in line, (but excluding driver breaks), weighing loads, dumping loads, and leaving the LANDFILL, to be no longer than twenty five (25) minutes for route collection trucks and fifty-five (55) minutes for transfer trucks on a weekly average. During the one peak hour arrival time of CITY vehicles during each OPERATING DAY such turnaround times may be exceeded.

The CONTRACTOR shall provide sufficient queuing space within the LANDFILL boundaries to avoid, at all time, vehicles queuing on CITY streets.

4.2 Staffing

CONTRACTOR shall employ sufficient staff to operate, maintain, and manage the LANDFILL in accordance with generally accepted practices in the solid waste management industry, and to perform its obligations under this AGREEMENT, which

shall include, without limitation, operating and maintaining all equipment, machinery, buildings, providing reasonable security, and disposing of RESIDUAL MSW.

4.3 Operation and Maintenance of the LANDFILL

CONTRACTOR shall dispose of all RESIDUAL MSW at the LANDFILL. Neither the CITY nor the CONTRACTOR shall have any liability under this AGREEMENT to pay for, use or provide DISPOSAL SERVICES at the LANDFILL when the LANDFILL is closed and no longer operating and permitted to accept solid waste for disposal. CONTRACTOR shall pay for all the costs incurred in operating and maintaining the LANDFILL in order to accept, receive, and dispose of RESIDUAL MSW in accordance with this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance services, equipment replacement, insurance, taxes, rents, lease payments, daily cover, closure, and post closure monitoring and maintenance, and performance bonds. The CITY's sole payment obligation to compensate CONTRACTOR for its DISPOSAL SERVICES and TRANSFER STATION SERVICES will be to pay the SERVICE FEES in accordance with ARTICLE 11.

CONTRACTOR shall operate and maintain the LANDFILL in compliance with all PERMITS and APPLICABLE LAW. CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for a violation of any APPLICABLE LAW or PERMIT that would subject any person or entity, if convicted of such violation, to imprisonment or a fine of \$1,000 or more. Such notice to the CITY

shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.4 Workplace Safety Requirements

CONTRACTOR shall provide all workers and the public protection from all safety hazards through its Occupational Safety and Health programs. CONTRACTOR shall be responsible for abiding by APPLICABLE LAWS regarding workplace health and safety. The CONTRACTOR shall provide the CITY access to or printed copies of such health and safety programs and records, upon the CITY'S request. CONTRACTOR shall notify the CITY, in writing, of any serious citation, together with a copy of such citation, received by the CONTRACTOR for any facility for which CITY RESIDUAL MSW is delivered. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.5 Weighing Records

4.5.1 Measurement Devices and Procedures

CONTRACTOR or its agent shall operate and maintain a WEIGH STATION at the LANDFILL and TRANSFER STATIONS in accordance with the APPLICABLE LAW. CONTRACTOR shall have appropriate number of WEIGH STATIONS in order to process vehicles in a timely manner. CONTRACTOR shall provide the CITY, and their designated haulers and/or transfer station haulers, priority access to WEIGH STATIONS. CONTRACTOR shall weigh upon such WEIGH STATION and record

the GROSS WEIGHT and TARE WEIGHT of all vehicles transporting the RESIDUAL MSW to the LANDFILL and TRANSFER STATIONS CITY shall have the authority to verify the accuracy of the WEIGH STATION without prior notice.

4.5.2 Estimates during Unavailability of WEIGH STATION.

If any of the WEIGH STATIONS is unavailable due to breakdown or being tested, all CITY vehicles transporting RESIDUAL MSW shall be weighed using the remaining operating WEIGH STATIONS.

To the extent that all of the certified motor truck scales at a CONTRACTOR facility are unavailable, are being tested, or cannot be used for more than one day, the CONTRACTOR shall follow the procedures below until the permanent scales are operable.

- a) For route trucks, the CONTRACTOR shall estimate the quantity of CITY WASTE delivered by the CITY route trucks on the basis of delivery truck, TARE WEIGHT, records, and data obtained through historical information. These estimates shall take the place of actual weighing and shall be the basis for records during the scale outage. It is the responsibility of the CONTRACTOR to minimize the time that the scales are out of service.

- b) For transfer trucks, the CONTRACTOR shall use the weights obtained at CLARTS or other contracted transfer station, or CONTRACTOR'S TRANSFER

STATION for transfer trucks/long haul trucks, and shall be the basis for the LANDFILL and/or TRANSFER STATION'S weight records during the outage of the CONTRACTOR'S scales. It is the responsibility of the CONTRACTOR to minimize the time the WEIGH STATIONS are out of service.

4.5.3 Weight Records

CONTRACTOR shall maintain all weigh record summaries pertaining to the disposal of RESIDUAL MSW for a period of at least seven (7) years and provide written notice to the CITY prior to destroying such records, to give the CITY the option of receiving copies of these records. CONTRACTOR shall provide printed or electronic copies of such records to the CITY, upon the CITY'S request. The obligations of the CONTRACTOR in Section 4.5.3 shall survive the termination of this AGREEMENT.

The records shall indicate the date and time of arrival or departure of each vehicle transporting RESIDUAL MSW with appropriate identification of each vehicle, the GROSS WEIGHT, TARE WEIGHT, and NET WEIGHT of each vehicle, and the disposition of all such materials.

All weight records shall be in a form acceptable to the CITY for billing and statistical purposes and shall be made available for review by the CITY during the hours of operation. CONTRACTOR shall, on a bi-weekly basis, submit by

email or other format compatible with CITY'S computers, a report containing the weights of RESIDUAL MSW delivered for that bi-weekly period.

4.5.4 Testing of WEIGH STATIONS

CONTRACTOR shall test and calibrate, as necessary, all WEIGH STATIONS at the LANDFILL in accordance with APPLICABLE LAW. CONTRACTOR shall provide the CITY with a copy of the test results.

CITY shall have the right to request, in writing, not more than two (2) times per year, a test of any or all of the WEIGH STATIONS at the LANDFILL. The CONTRACTOR shall test the WEIGH STATIONS within a reasonable time of the CITY'S request.

If, upon conclusion of the CITY's requested test, the results indicate that the WEIGH STATIONS met the requirements of APPLICABLE LAW, then subject to the CITY review and approval, the cost of such test shall be reimbursed by CITY to the CONTRACTOR.

If, upon conclusion of the CITY's requested test, the results indicate that the WEIGH STATIONS did not meet the requirements of APPLICABLE LAW, then all SERVICE FEES paid only for the period of time since the prior certification of the scales shall be adjusted and corrected consistent with the results of such tests and

proper COST SUBSTANTIATION, retroactive from the date of such request. The CONTRACTOR or CITY shall pay the resulting difference to the other party.

4.5.5 CITY Representative to Monitor Compliance

CITY shall have the right, at its expense, to station its representative(s) at any WEIGH STATIONS, but not inside the scale house, to monitor compliance with the provisions of this AGREEMENT.

4.5.6 Automation of Data

CONTRACTOR agrees to cooperate with the CITY in the automation of the data collection process by incorporating radio frequency (RF) card reader technology, and real-time dedicated data transmission at the LANDFILL's scale house.

4.6 Payment of Performance Damages

CONTRACTOR shall pay performance damages in accordance with ARTICLE 11 for its failure to dispose of RESIDUAL MSW.

4.7 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this CONTRACT, in their original form or as otherwise approved by CITY. These records shall be retained for a period of no less than three (3) years from the later of the following (except weight records which shall be kept for seven (7) years (Section 4.5.3): (1) final payment made by CITY, (2) the expiration of this CONTRACT or (3) termination of this CONTRACT. The records will be subject to examination and audit by authorized CITY personnel or CITY'S representatives at any time during the term of this CONTRACT and for a period of three (3) years following the termination of the CONTRACT. CONTRACTOR shall provide any reports requested by CITY regarding performance of this CONTRACT. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

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

4.8 Spill Prevention

All trucks used for the transportation of material from the CONTRACTOR'S TRANSFER STATIONS to the LANDFILL or any other designated location under this AGREEMENT shall be tarped, sealed, and secured before leaving the loading site. The CONTRACTOR must remove any spillage or other accidental deposit of materials during transportation

by CONTRACTOR and clean the affected area. CONTRACTOR must notify CITY of any such spills incidences.

The CONTRACTOR shall submit a written, detailed, and complete Spill Response Plan to the CITY ten (10) days prior to receiving the first truckload of material under this AGREEMENT. Further, the Spill Response Plan shall be submitted on either an annual basis, or whenever there is a change to the spill response plan. Such Spill Response Plan shall comply with all APPLICABLE LAWS and is subject to approval by the CITY.

ARTICLE 5 – KEY CONTRACTOR PERSONNEL

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

Name, Title:	Chris Coyle, General Manager
Address:	14747 San Fernando Road, Sylmar, CA 91342
Telephone Number:	818.362.2141/ 480.369.0024
E-mail address:	CCoyle@republicservices.com

Additional technical specialists shall be assigned subject to the CITY PROJECT MANAGER'S review pursuant to subsection 5.3.

5.2 CONTRACTOR agrees to give CITY PROJECT MANAGER written notice of any changes to key personnel assigned to these positions at the commencement of

services under this AGREEMENT, which notice shall be given as soon as practicable after CONTRACTOR determines to make the change, but in no event later than seven (7) days after the change is made.

5.3 Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CITY has the right to receive an advance notice for review of any CONTRACTOR PROJECT MANAGER and General Manager who is assigned to work under this CONTRACT at the LANDFILL. Both parties shall mutually agree to meet and discuss regarding any personnel changes that may affect either party.

5.4 CONTRACTOR shall not use Subcontractors to assist in performance of this CONTRACT without the prior written approval of CITY. If CITY permits the use of Subcontractors (See Schedule A), CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any Subcontractor. CITY does not have any obligation to pay CONTRACTOR'S Subcontractors, and nothing herein creates any privity of CONTRACT between CITY and any Subcontractor.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

6.1 CITY Deliveries

CITY, at its sole discretion, may increase the daily disposal average of RESIDUAL MSW upon reasonable advance notice to the CONTRACTOR, as described in Section 4.1.2. CONTRACTOR shall accept such increase in the daily disposal average provided that adequate disposal capacity is available and that the acceptance of such increase will not cause CONTRACTOR to exceed daily permit limits for waste acceptance. Additionally, CONTRACTOR shall not be required to displace other incoming waste from other contracted customers in order to accept such increase in CITY daily disposal average.

6.2 CITY Collection Vehicles

CITY shall deliver RESIDUAL MSW using clearly identified vehicles. Each vehicle shall have its identification number clearly marked and visible to the WEIGH STATION operator. The CONTRACTOR or the CITY, in their respective reasonable discretion, may require the revalidation of the TARE WEIGHT of any CITY vehicle. CITY reserves the right to modify its truck fleet as it deems necessary.

Further, CITY shall use its best efforts to maintain all of its route collection vehicles in a clean and sanitary condition including troughs at the back of each route collection vehicle. CITY crews shall promptly clean-up any spills from CITY vehicles to avoid odors from spills impacting the neighborhood around the LANDFILL. The CITY shall not deliver unusually odorous loads to the LANDFILL except after notifying the LANDFILL in

advance and conferring with the LANDFILL over arrangements for the delivery of the odorous load.

CONTRACTOR shall have the right to bar any route collection vehicle or transfer truck from the LANDFILL that does not comply with these requirements after the CONTRACTOR has given the CITY a ten (10) OPERATING DAY advance written notice to clean up a vehicle or delay the entry of odorous vehicles, and where the CITY has failed to do so. The purpose of this provision is to prevent nuisance odors from being created in the neighborhood around the LANDFILL.

6.3 CITY Drivers

All drivers of CITY route collection vehicles and of transfer trucks from CLARTS, including drivers working for CITY subcontractors, must be familiar with the LANDFILL'S rules and regulations for drivers attached as EXHIBIT M and must adhere to them. The LANDFILL may notify the CITY of the identity or truck numbers of drivers who violate these rules. If the CITY receives notification that a driver has violated LANDFILL rules, the CITY agrees to reinforce with the driver the content of the LANDFILL rules and of the importance of a driver following the LANDFILL'S rules. Drivers who violate LANDFILL rules on three (3) or more occasions during the term of this AGREEMENT may be barred by CONTRACTOR from entering the LANDFILL or a TRANSFER STATION.

6.4 Title to RESIDUAL MSW

Title to RESIDUAL MSW shall transfer to the CONTRACTOR upon acceptance of such material at the LANDFILL. Title to any UNPERMITTED WASTE mixed in the RESIDUAL MSW shall not transfer to the CONTRACTOR.

6.5 Payment of the SERVICE FEE

CITY shall pay the CONTRACTOR the SERVICE FEES in accordance with ARTICLE 11.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years from July 1, 2021. At the CITY'S sole option, the AGREEMENT may be extended by one (1) additional seven (7) year term, for a potential seventeen (17) year term AGREEMENT. The CITY'S option to renew shall be exercised upon the CITY providing the CONTRACTOR a notice of renewal at least ninety (90) days prior to the expiration date of the AGREEMENT.

In addition to the one (1) seven (7) year renewal option, the CITY shall have no more than one unilateral (1) option to extend the AGREEMENT on a month-to-month basis after when it would have otherwise expired, for a period no longer than six (6) months, with the length of the one-time unilateral extension period to be designated by CITY at the time of CITY'S election, during which period the CITY and the CONTRACTOR shall continue performance under this AGREEMENT. The CITY may thus elect to extend the AGREEMENT on a month-to-month basis by providing the CONTRACTOR written notice at least ninety (90) days prior to expiration of the AGREEMENT. During the period of

the month to month extension, the CONTRACTOR'S SERVICE FEES shall be adjusted in accordance with Article 11.

During the period of month-to-month extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR up to a maximum of ten (10) percent of the total contract cost. The CITY's election of a month-to-month extension (for a cumulative total of a maximum of 6-months) is in addition to the CITY's ability to exercise its renewal option.

Notwithstanding the foregoing, the AGREEMENT may be terminated as provided in ARTICLE 9, or further extended by amendment to this AGREEMENT pursuant to ARTICLE 12.

Unless otherwise provided, this CONTRACT shall be effective (the "EXECUTION DATE") when all of the following events have occurred:

- A. This CONTRACT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. This CONTRACT has been approved by the City Council or by the BOARD, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this CONTRACT as to form; and

D. This CONTRACT has been signed on behalf of CITY by the person designated by the City Council, or by the BOARD, officer or employee authorized to enter into this CONTRACT.

ARTICLE 8 – SUSPENSION (NOT APPLICABLE)

ARTICLE 9 – TERMINATION

A. Termination for Default

1. Except as provided in Article 20, if CONTRACTOR fails to materially perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will provide CONTRACTOR an opportunity to cure the default and provide a reasonable time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted to CITY within a reasonable time period as allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT for Default.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR will have forty eight hours to cure said default by providing the CITY with insurance coverage meeting the requirements of Section 12.2 ("Insurance").

3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT.

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws and regulations relating to lobbying, then CITY may immediately terminate this CONTRACT.

5. Acts of Moral Turpitude
 - a. CONTRACTOR shall immediately notify CITY if 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 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, CITY may immediately terminate this CONTRACT.

- c. If CONTRACTOR, or a Key person is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after providing CONTRACTOR an opportunity to present evidence of 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 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, elderly

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 CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its damages, including, but not limited to, any excess costs for such services.

7. The rights and remedies of 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.

B. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five working

days of the termination. CITY shall pay CONTRACTOR any and all sums due to CONTRACTOR under the CONTRACT, for services performed through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All contracts of CONTRACTOR with SUBCONTRACTORS (i.e., those SUBCONTRACTORS listed in schedule A) in excess of \$ 10,000 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/subconsultants. CONTRACTOR shall not substitute SUBCONTRACTOR listed in this AGREEMENT without the prior written approval of the CITY. 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, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Calculation of SERVICE FEE

SERVICE FEE is calculated bi-weekly and is defined as:

$$\mathbf{SF = (T * (OF + TXPT + CL)) + CS - AC - PD}$$

Where:

SF = SERVICE FEE (unit: \$);

T = total TONS of material delivered for the bi-weekly period (tons);

OF = Operating fee as calculated in accordance with Article 11, Section 11.1
(unit: \$ per ton);

TXPT = Pass-through taxes, host fees, import fees and other fees per
Article 11, Section 11.1.2 (unit: \$ per ton);

CL = Adjustments to the SERVICE FEE resulting from CHANGES
IN LAW exclusive of any change in income tax laws or CHANGES IN LAW
that impose a governmental fee, as defined in Article 11, Section 11.1.3
which shall be additive to and included in the Operating Fee (unit: \$);

CS = Amounts due to the CONTRACTOR that requires Cost
Substantiation per Article 4, Sections 4.1.3 and 4.5.4 (unit: \$ per ton);

AC = Adjustments to the SERVICE FEE, if any, credited to the CITY due to
ADVERSE CONDITIONS per Article 4, Sections 4.1.2.2 (unit: \$);

PD = Performance damages, if any, credited to the CITY as

calculated per Article 11, Section 11.1.4 (unit: \$).

The tonnage of RESIDUAL MSW disposed by the CONTRACTOR shall be the difference between the GROSS WEIGHT of the vehicles transporting such waste and the TARE WEIGHT of those vehicles.

The SERVICE FEE (SF) for the month is calculated by multiplying the tonnage of RESIDUAL MSW delivered to the LANDFILL or TRANSFER STATIONS with the following dollar per TON rates for OF and TXPT:

(a) The OF plus TXPT for DISPOSAL SERVICES only (i.e., excluding TRANSFER STATION SERVICES) for fiscal year July 1, 2021- June 30, 2022 will be (a) \$36.44 per ton for RESIDUAL MSW delivered to the LANDFILL in transfer trucks from CLARTS or from Southern California Disposal and (b) \$38.51 per ton for RESIDUAL MSW delivered to the LANDFILL in CITY route collection vehicles.

(b) For the CONTRACT year July 1, 2022 - June 30, 2023, the OF plus TXPT for all DISPOSAL SERVICES will be (a) \$38.81 per ton for RESIDUAL MSW delivered to the LANDFILL in transfer trucks from CLARTS or from Southern California Disposal and (b) \$41.01 per ton for RESIDUAL MSW delivered to the LANDFILL in CITY route collection vehicles.

(c) For the CONTRACT year July 1, 2023 - June 30, 2024, the OF fees for DISPOSAL SERVICES that were in effect on June 30, 2023 will first be increased by (a) \$2.00 per ton for RESIDUAL MSW delivered to the LANDFILL in transfer truck from CLARTS or from Southern California Disposal; and (b) \$2.00 per ton for RESIDUAL MSW

delivered to the LANDFILL in CITY route collection vehicles. The OF for all DISPOSAL SERVICES will then be adjusted by the IN as outlined in Section 11.1.1.

(d) For the CONTRACT year July 1, 2024 - June 30, 2025, the OF for DISPOSAL SERVICES that were in effect on June 30, 2024 will first be increased by (a) \$0.80 per ton for RESIDUAL MSW delivered to the LANDFILL in transfer trucks from CLARTS or from Southern California Disposal; and (b) \$0.80.per ton for RESIDUAL MSW delivered to the LANDFILL in CITY route collection vehicles. The OF for all DISPOSAL SERVICES will then be adjusted by the IN as outlined in Section 11.1.1.

(e) For the remaining years of the AGREEMENT, the OF for all DISPOSAL SERVICES will be adjusted by the IN as set forth in Section 11.1.1.

(f) The inflation factor (IN) shall not be applied to pass-through taxes, host fees, import fees, governmental fees (TXPT).

(g) TRANSFER STATION SERVICES rates (a) for fiscal year July 1, 2021 - June 30, 2022 will be \$52.98 per ton for RESIDUAL MSW delivered to the TRANSFER STATION, (b) for fiscal year July 1, 2022 - June 30, 2023 will be \$55.23 per ton for RESIDUAL MSW delivered to the TRANSFER STATION, (c) for fiscal year July 1, 2023 - June 30, 2024 will be \$57.48 per ton for RESIDUAL MSW delivered to the TRANSFER STATION, and (d) for fiscal year July 1, 2024 - June 30, 2025 will be \$59.73 per ton for RESIDUAL MSW delivered to the TRANSFER STATION (Note: the TRANSFER STATION SERVICES includes DISPOSAL SERVICES for RESIDUAL MSW at the LANDFILL). For the remaining years of the Agreement, all TRANSFER STATION SERVICES rate will increase by the IN as set forth in Section 11.1.1.

11.1.1 Operating Fee Inflation Factor

Absent a CHANGE IN LAW, or CITY-directed change in scope or matter requiring COST SUBSTANTIATION, the OF shall be adjusted on July 1st 2023 and each July 1st thereafter within the AGREEMENT term, to reflect the cumulative changes in the Consumer Price Index for Water, Sewer and Trash Collection Services ("CPI-WST") for the preceding April compared with the CPI-WST for April in the prior fiscal year.

$$\mathbf{IN = [(CPI-WST_a) \div (CPI-WST_b)]}$$

Where:

IN = Annual inflation factor is the U.S. Bureau of Labor Statistics - Urban Consumer – Water and Sewer and Trash Collection Services;

CPI-WST_a = Published CPI-WST for the April immediately preceding the date of the adjustment; First year is April 2023

CPI-WST_b = Published CPI-WST for the April one year prior to CPI-WST_a.

The CPI-WST will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor Annual inflation factor for the Water and Sewer and Trash Collection Services. The annual inflation factor (IN) shall not exceed four point

seventy-five percent (4.75%). The inflation factor (IN) shall **not** be applied to pass-through taxes, host fees, import fees, or governmental fees (TXPT).

11.1.2 Pass-through Taxes, Host Fees, Import Fees, and Governmental Fees

The pass-through taxes (TXPT) are the Los Angeles City Franchise Fee, Los Angeles County Tax, Los Angeles County Solid Waste Management Fee, and the California Integrated Waste Management Board AB939 Fee.

Notwithstanding anything to the contrary in the foregoing, the TXPT shall not include any taxes based on or measured by net income, or any unincorporated business, payroll, or employment taxes.

CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any imposition of any new or change to an existing TXPT. CONTRACTOR shall describe the new or changed TXPT, and provide the basis for inclusion in the SERVICE FEE.

Notwithstanding anything to the contrary in Section 11.1.2, CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued TXPT unless and until the CITY is notified by the CONTRACTOR, in writing, of such TXPT, and approves such adjustment; provided, however, the CITY shall not refuse to approve an adjustment to TXPT for any new or increased governmental taxes or fees imposed on CONTRACTOR

that are not expressly excluded in this section. Furthermore, CONTRACTOR may include in the SERVICE FEE, as provided in this Section 11.1.2, only the related actual or accrued TXPT that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

The parties hereto agree that as of the EFFECTIVE DATE, applicable TXPT is applied to any tonnage delivered to the CONTRACTOR'S facilities.

Los Angeles City Franchise Fee (12%) 12% of OF; \$ per ton

Los Angeles County Tax (10%) 10% of OF; \$ per ton

[Note: A joint fee is calculated by taking Seventy percent (70%) of the City of LA's 12% Franchise Fee and thirty percent (30%) of the LA County's 10% Tax shall be applied to the OF \$ per ton.]

Los Angeles County Solid Waste
Management Fee \$1.50 per ton

California Integrated Waste
Management Board AB939 Fee \$1.40 per ton

LA County/City LEA Fee Allocation: \$0.XX per ton Applicable to all solid waste disposed of in the landfill. [*Note: The Sunshine Canyon LEA fee changes mid-year, normally before July 1. If the LEA fee for a year changes after July 1, CONTRACTOR shall be entitled to an immediate SERVICE FEE adjustment to reflect the changed LEA fee.]

Los Angeles City Franchise fee: Applicable to all solid waste disposed of in the landfill based on the City of LA Franchise Agreement and Sunshine Canyon Combined City/County Landfill Revenue Allocation Memorandum of Understanding.

Los Angeles County Tax: Applicable to all solid waste disposed of in the landfill based on the LA County Conditional Use Permit and Sunshine Canyon Combined City/County Landfill Revenue Allocation Memorandum of Understanding.

Other pass through taxes and governmental fees subsequently assessed by state, county or local government but not listed herein are permissible and additive to the SERVICE FEE.

11.1.3 Adjustments Due to CHANGE IN LAW

Subject to reasonable COST SUBSTANTIATION, the CONTRACTOR may adjust the SERVICE FEE to recover any DIRECT COSTS incurred as a result of a CHANGE IN LAW exclusive of any changes in federal or state income tax laws occurring after the EXECUTION DATE.

The CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an

adjustment in the SERVICE FEE. In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the SERVICE FEE. The CONTRACTOR shall provide in the first bi-weekly invoices prepared for the CITY in accordance with Section 11.1, COST SUBSTANTIATION, including cost records and worksheets to support the CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the SERVICE FEE for all CHANGES IN LAW exclusive of any changes in income tax law. The CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the SERVICE FEE, as provided in this section, only the related or actual accrued costs associated with any CHANGE IN LAW that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the SERVICE FEE for a single CHANGE IN LAW results in an increase in the SERVICE FEE of more than twenty-five percent (25%) over what the SERVICE FEE would have been had there been no such adjustment, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to the CONTRACTOR.

Furthermore, if at any time the total cumulative adjustment in the SERVICE FEE, results in an increase in the SERVICE FEE of more than seventy-five percent

(75%) over what the SERVICE FEE would have been had there been no CHANGES IN LAW, then the CITY's termination rights described in this paragraph must be exercised, if at all, within one hundred eighty (180) business days of the CITY receiving written notice from CONTRACTOR of the SERVICE FEE increase that gives the CITY the right to terminate this agreement pursuant to this paragraph.

Notwithstanding anything to the contrary in the forgoing, the CONTRACTOR may, in its sole discretion, prior to any noticed termination date choose to absorb all or a portion of the increased cost due to CHANGE IN LAW to keep the increase paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with this Section 11.1.3.

Any increased costs due to regulatory action by the City of Los Angeles that would constitute a CHANGE IN LAW shall not be considered in contributing to the percentage thresholds set forth in this Section. In other words, the CITY may not itself create a CHANGE IN LAW that would give the CITY the right to terminate this AGREEMENT under this Section.

11.1.4 Performance Damages

CITY shall have the right to claim that the CONTRACTOR wrongfully rejected an individual load of RESIDUAL MSW, for a period of 30 days following the end of the month in which each such wrongful load rejection occurred. The failure of the CITY to make a claim for any wrongful load rejection within this 30-day period shall not limit in any way the CITY'S right to make claims of other subsequent wrongful rejections.

The parties acknowledge (1) that consistent, efficient operation of the LANDFILL is of utmost importance, (2) that delays in operation or failure to accept RESIDUAL MSW may increase costs to the CITY, and (3) that the CITY has considered and relied on the CONTRACTOR'S representations as to its quality of service commitment in entering into this AGREEMENT. The parties further recognize that qualified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if the CONTRACTOR wrongfully rejects an individual load of RESIDUAL MSW, the CITY will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the CITY will suffer. Therefore, the parties agree that the following performance damages shall liquidate such damages to the CITY and such performance damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this AGREEMENT, including the relationship of the sums to the range of harm to the CITY that

reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this performance damage provision at the time that this AGREEMENT was made.

CONTRACTOR

CITY

Initial Here: _____

Initial Here: _____

The performance damage (PD) is calculated as follows:

$$PD = DC + IC$$

Where:

PD = Performance Damage (unit: \$);

DC = Direct Cost that the CITY has incurred for the transportation, processing and/or disposal of wrongfully rejected a load of RESIDUAL MSW (unit: \$) in excess of the DIRECT COST that City would have paid if CONTRACTOR had not wrongfully rejected load of the RESIDUAL MSW. DC can be either a positive or negative number; and

IC = Incremental disposal cost incurred by the CITY to dispose of

wrongfully rejected RESIDUAL MSW at an alternate disposal facility
(unit: \$). IC can be either a positive or negative number.

To calculate PD, the CONTRACTOR shall use the actual quantities, as reported by the CITY, of individual loads of RESIDUAL MSW collected by the CITY and wrongfully rejected by the CONTRACTOR. The calculation of the transport and processing/disposal costs component of "PD" shall be made such that the estimated aggregate transport and disposal/processing costs are minimized for the wrongfully rejected waste, taking into account any limits on the quantity of waste that can be delivered to an alternate disposal site.

Performance Damages under this Section 11.1.4 shall not be assessed: (a) for loads of RESIDUAL MSW sent to ALTERNATIVE DISPOSAL FACILITIES pursuant to Section 4.1.2.2 ("ADVERSE CONDITIONS "); or (b) where CONTRACTOR has paid for the incremental cost of transfer and disposal of the load pursuant to any other provision of this AGREEMENT; or (c) where the load is not received at any of CONTRACTOR'S facilities due to Force Majeure;

11.2 SPECIAL WASTE

The CITY may request that CONTRACTOR accept specific loads of SPECIAL WASTE for disposal at the LANDFILL. CONTRACTOR will not be obligated to receive any specific loads of SPECIAL WASTE from the CITY, and may determine in its sole discretion to decline to dispose of such waste. For any loads of SPECIAL WASTE that CONTRACTOR receives for disposal at the LANDFILL, CITY will pay CONTRACTOR the per TON fees set forth in EXHIBIT P for fiscal year July 1, 2021 - June 30, 2022, as may be adjusted for

subsequent years pursuant to this AGREEMENT. The fees in EXHIBIT P include all current governmental fees and taxes. For the remaining years of the AGREEMENT, the fees for all SPECIAL WASTE in EXHIBIT P will increase by: (a) the IN as set forth in Section 11.1; (b) any increase in pass-through taxes, host fees, import fees, or other governmental fees (TXPT) applicable to SPECIAL WASTE; and (c) any increase in CONTRACTOR'S DIRECT COSTS for receiving SPECIAL WASTE due to any CHANGE IN LAW.

11.3 Preparation of Invoices

Beginning on the month following the EFFECTIVE DATE, and on a bi-weekly basis (i.e., twice a month) thereafter, CONTRACTOR shall invoice the CITY indicating the amount due for services rendered in the prior bi-weekly billing period. CONTRACTOR shall invoice the CITY for services rendered in a form acceptable to the CITY. The CONTRACTOR shall submit to the CITY an electronic invoice through e-mail, and submit through postal mail the original and two (2) copies of the invoice, and electronic copies of the weight tickets on compact disc, flash drive or Dropbox file at no additional cost to the CITY. CITY'S sole payment obligation for all services provided by the CONTRACTOR shall be the SERVICE FEE as described in Section 11.1.

For billing periods covering the first day to the 15th day of each month, invoices shall be submitted by the 25th CALENDAR DAY of each month. For billing periods covering the

16th day to the end of the month, the invoices shall be submitted by the 10th CALENDAR DAY of the subsequent month. Invoices shall include, but not limited to, the total SERVICE FEES due to the CONTRACTOR (if such SERVICE FEE is a positive number), or the amount owed to the CITY by the CONTRACTOR (if such SERVICE FEE is a negative number) for the previous month plus a detailed account, including all calculations and COST SUBSTANTIATIONS of each component of the SERVICE FEES. The information provided in each invoice shall include, but not limited to, CERTIFIED WEIGHT TICKETS, the dates the services were provided, number of OPERATING DAYS during the month, TONS of RESIDUAL MSW, time and date, truck number for each refuse load accepted at the LANDFILL and at any other CONTRACTOR'S facility during the billing period, and any other source documents as may be reasonably required by the CITY to verify the amount of each invoice.

If CONTRACTOR has SUBCONTRACTOR(S), CONTRACTOR shall submit a SUBCONTRACTOR utilization report indicating the amount invoiced by each SUBCONTRACTOR, and the invoiced amounts paid to date to each firm.

The invoices must reference this AGREEMENT and are to be submitted in a neat and orderly manner to:

Administrative Section
Bureau of Sanitation
Solid Resources Support Services Division
1149 South Broadway Suite 500, MS 521
Los Angeles, CA 90015

11.4 Payment of Invoices

CITY shall review the CONTRACTOR'S invoice including, but not limited to, the calculation of the SERVICE FEE payable by the CITY or performance damages payable by the CONTRACTOR and notify the CONTRACTOR, in writing, of any exceptions or disputed amounts within sixty (60) CALENDAR DAYS of receipt. CITY shall pay the CONTRACTOR the total invoice amount less any exceptions or disputed amounts. CITY shall pay the CONTRACTOR the approved amount for payment within sixty (60) CALENDAR DAYS after the CITY receives a properly documented, correct and complete invoice. The CITY shall be deemed to have waived any objection to the amount of an invoice where such objection is not timely made.

CITY shall not be responsible for the payment of invoices or supplemental invoices submitted by the CONTRACTOR more than 60 CALENDAR DAYS after the date of service.

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 and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.

If for any bi-weekly invoice, the SERVICE FEE is negative indicating that the CONTRACTOR owes the CITY then the CONTRACTOR shall pay the CITY such amount within 60 CALENDAR DAYS of issuing such invoice. CITY shall have the right to offset such amounts from future SERVICE FEE payments. If CITY elects to offset such amounts, then CONTRACTOR shall pay the CITY any remaining balance due to the CITY within a period of 60 CALENDAR DAYS after receipt of written notice of remaining balance.

11.5 Early Payment Discount

The CONTRACTOR agrees that the CITY will take a point four five percent (0.45%) discount on the invoices if payment is made to the CONTRACTOR within thirty (30) days of the date the CITY received a properly documented, complete, and correct invoice. The CITY will still be entitled to the discount if a disputed amount was not paid within thirty (30) days if the reason for the delay is determined to be solely due to the failure by the CONTRACTOR to provide invoices that comply with the requirements of Section 11.2 of this AGREEMENT, or that have incorrect information that precludes the CITY from meeting the thirty (30) day period.

The CITY will still be entitled to the same discount of point four five percent (0.45%) of the invoice if paid within sixty (60) days if the reason for the delay is due to Force Majeure (Excusable Delays) (Article 21). CITY shall notify CONTRACTOR in writing in

advance of the payment due date if payment of invoices will be delayed due to these types of events.

11.6 Late Charges

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

11.7 Alternative to Landfill (ATL) Lump Sum Payment

During the term of this AGREEMENT the CITY has committed to reducing the RESIDUAL MSW destined to landfills by implementing multiple recycling and waste diversion programs.

CONTRACTOR shall make an annual cash payment to the CITY to fund alternative methods for MSW processing and disposal, recycling, and resource recovery programs including alternative waste technologies.

The amount of the annual ATL payments to the CITY for the first 7-year term of this AGREEMENT are set forth in EXHIBIT Q. Half of each annual payment is due by

December 31 of the contract year (from July 1 to June 30) and the remaining half of the payment will be due by June 30 of the contract year.

Starting in FY 28-29 CONTRACTOR shall pay the CITY an annual ATL fee equal to \$3.27 times the total tons of residual MSW delivered to the CONTRACTOR; this ATL fee will be capped at \$2,500,000.00 annually for the remainder of the contract.

The ATL Lump Sum Payment shall be made payable to the City of Los Angeles, Bureau of Sanitation.

11.8 Financial Liability Clause

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR and CONTRACTOR shall not have any obligation to accept RESIDUAL MSW from the CITY, unless 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. CITY shall notify CONTRACTOR in writing of the amount of the funds appropriated by CITY to pay for its obligation under this CONTRACT within fifteen (15) days after the appropriation of any such funds by the CITY. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to

CITY and CITY shall have no obligation to pay for the services, purchases or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT. If the CITY rejects or disapproves an appropriation request such that the CITY will not appropriate the necessary funds to satisfy its obligation under this AGREEMENT, then CONTRACTOR shall have the right to terminate this AGREEMENT effective within seven (7) CALENDAR DAYS of providing written notice of termination to CITY.

11.9 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California 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 12 - AMENDMENTS

All amendments, changes or modifications to this Contract shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, contractors, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, contractors, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (either in house or outside counsel, but not both) and cost of litigation (including all actual litigation costs incurred by 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 CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, to the extent arising in any manner by reason of the negligent act, error, or omission or willful misconduct of CONTRACTOR incident to the performance of this AGREEMENT by CONTRACTOR, or its SUBCONTRACTORS, or their boards, officers, agents, or employees. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

13.2 Insurance

During the term of this CONTRACT and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, as required herein CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of

the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit B hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit B hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on Exhibit B hereto. Exhibit B is hereby incorporated by reference and made a part of this CONTRACT.

13.3 Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

CONTRACTOR is an independent contractor and not an agent or employee of CITY. 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 CITY.

ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

15.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within

CONTRACTOR'S industry, doing the same or similar work under the same or similar circumstances.

15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 The CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, 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.

15.4 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.

15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, the CONTRACTOR shall be and shall remain liable, in accordance with APPLICABLE LAW, for all damages to CITY caused by 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 CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (either in house or outside counsel, but not both) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined Article 17) furnished by CONTRACTOR, or its SUBCONTRACTORS, under this CONTRACT. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE (NOT APPLICABLE)

ARTICLE 19 – 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 the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Persons:

Rowena Romano

Program Manager

(213) 485-3626

Darshna Patel

Program Manager

(213) 847-2952

Address: Solid Resources Support Services Division
1149 S Broadway Suite 500, MS 521
Los Angeles, CA 90015

To CONTRACTOR:

Contact Person: Chris Coyle
General Manager
818.362.2141
Email: ccoyle@republicservices.com

Address: 14747 San Fernando Road,
Sylmar, CA 91342

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

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, from: fires 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 reasonable 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 CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the reasonable control of both CONTRACTOR and SUBCONTRACTOR, and without any fault or negligence of either of them. In such case, 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 CONTRACTOR to perform timely. As used in this CONTRACT, the term "Subcontractor" means a SUBCONTRACTOR listed in Exhibit A.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the

goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

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 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 11 hereof.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance shall comply with all APPLICABLE LAWS of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This

CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Except as otherwise provided in Article 11, CONTRACTOR shall comply with new, amended or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to CONTRACTOR.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

For the duration of this CONTRACT, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended. (Exhibit F)

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 – WAIVER

A waiver of a default of any part, term or provision of this CONTRACT 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 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- A. Assign or otherwise alienate any of its rights under this CONTRACT, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this CONTRACT.

ARTICLE 29 – PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, PERMITS, certifications and other documents necessary for CONTRACTOR'S performance of this CONTRACT.

CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, PERMITS, certificates, or other documents that relate to CONTRACTOR'S performance of this CONTRACT.

CONTRACTOR hereby represents that, as of the EXECUTION DATE, all PERMITS required to perform its obligations have been secured and are in full force and effect. Copies of all major discretionary PERMITS (Solid Waste Facility Permit, Waste Discharge Requirements, AQMD Permit to Operate) are provided in **Exhibit N**.

CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of the above mentioned PERMITS that would or may have a material impact on CONTRACTOR'S performance of its obligations under this AGREEMENT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively. CONTRACTOR shall provide the CITY with any and all renewals, updates, and modifications to any PERMIT.

ARTICLE 30 – BEST TERMS

Throughout the term of this CONTRACT, CONTRACTOR shall offer CITY per TON SERVICE FEES for DISPOSAL SERVICES reflecting the best overall, cumulative terms, (taking into consideration the services offered, CONTRACT terms, prices, payment terms, disposal volumes, fee payments to CITY and discounts) for DISPOSAL SERVICES that are offered to any of CONTRACTOR'S customers (excluding direct or indirect

subsidiaries of Republic Services, such as Sun Valley Hauling) for similar DISPOSAL SERVICES provided under this CONTRACT.

ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS

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 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 32 – 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 33 - 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. 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 CITY. In performing this CONTRACT, 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 t 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 CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this CONTRACT. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this CONTRACT to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision.

ARTICLE 35 – LIVING WAGE ORDINANCE

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

ARTICLE 36 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

ARTICLE 37 – ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

- A. 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 California Government Code Section 11135;
- B. 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. 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.

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

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. **(Exhibit E)**

ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this CONTRACT.

CONTRACTOR shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated SUBCONTRACTORS or pledged specific items of work to be performed by these SUBCONTRACTORS, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

Exhibit C is attached hereto and incorporated herein by this reference.

ARTICLE 41 – 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 42 – 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 J**, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE

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

ARTICLE 44 - 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, CONTRACTOR, CONTRACTOR’S principals, and CONTRACTOR’S SUBCONTRACTORS expected to receive at least

\$100,000 for performance under the 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 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 any Subcontractor expected to receive at least \$100,000 for performance under this CONTRACT:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____.

Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“CITY”) officials and candidates for elected CITY office for twelve months after the CITY CONTRACT is signed. You are required to provide the names and contact information of your principals to the CONTRACTOR and to amend that information within ten business days if it changes

during the twelve month time period. Failure to comply may result in termination of this CONTRACT and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

(Exhibit L)

ARTICLE 45 - IRAN CONTRACTING ACT

In accordance with California Public CONTRACT Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY 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 K)**

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 11 hereof.

ARTICLE 47 – DATA PROTECTION

- A. 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"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of 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. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement.

B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions.

ARTICLE 48 – LOCAL BUSINESS PREFERENCE ORDINANCE

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

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**

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 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**

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. 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, 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, 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 CITY. CONTRACTOR is required to have all employees, volunteers and SUBCONTRACTORS (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at 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 INTEREST TAX

Rights granted to CONTRACTOR by CITY may create a possessory interest.

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, CONTRACTOR shall pay the property tax.

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 CONTRACTOR by CITY or developed by CONTRACTOR pursuant to this CONTRACT (collectively “Confidential Information”) are confidential. 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 CITY or as required by law. CONTRACTOR shall immediately notify 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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

ARTICLE 54 - DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

**CITY OF LOS ANGELES BROWNING –FERRIS INDUSTRIES OF CALIFORNIA,
INC.**

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBITS

EXHIBIT A	SCHEDULE A: LIST OF MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	DISCLOSURE ORDINANCE
EXHIBIT D	SCHEDULE B: MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE
EXHIBIT E	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT F	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT G	LA RESIDENCE INFORMATION
EXHIBIT H	NON-COLLUSION AFFIDAVIT
EXHIBIT I	CONTRACT HISTORY
EXHIBIT J	MUNICIPAL LOBBYING ORDINANCE
EXHIBIT K	IRAN CONTRACTING ACT OF 2010
EXHIBIT L	CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS
EXHIBIT M	LANDFILL RULES AND REGULATIONS
EXHIBIT N	SUNSHINE CANYON LANDFILL PERMITS
EXHIBIT O	SERVICE FEES FOR TRANSFER STATION SERVICES
EXHIBIT P	SUNSHINE CANYON LANDFILL SPECIAL WASTE PRICING
EXHIBIT Q	ATL FEE PAYMENTS

EXHIBIT A
SCHEDULE A: LIST OF MBE/WBE/SBE/EBE/DVBE/OBESUBCONTRACTORS
INFORMATION FORM

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**




(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Request for Proposals for Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste from the City of Los Angeles
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Proposer	Browning-Ferris Industries of California, Inc. Dba Sunshine Canyon Landfill (A Republic Company)	Address	14747 San Fernando Road Sylmar, CA 91342
Contact Person	Chris Coyle, General Manager	Phone/Fax	P: (818) 362-2124 F: (818) 362-5484

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
M&K Trucking and Hauling 3877 Westside Avenue Los Angeles, CA 90008 (213) 271-6482	General Freight Trucking, Local	MBE		\$3,088,800.00
Yorke Engineering, LLC 31726 Rancho Viejo Road, Suite 218 San Juan Capistrano, CA 92675 (949) 248-8490	Environmental Consulting Services	WBE, LBE		\$265,000.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ 3,088,800.00	1.54 %
TOTAL WBE AMOUNT	\$ 265,000.00	0.13 %
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$ 200,202,000.00	


 Signature of Person Completing this Form

 Printed Name of Person Completing this Form

 Title Date

MUST BE SUBMITTED WITH PROPOSAL

Rev. 07/01/11 (Citywide RFP – BAVN BIP)

EXHIBIT B
INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: _____

Date: 11/16/2016

Agreement/Reference: Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste

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 Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$2,000,000

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 _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

100% of the contract price

Crime Insurance

Other:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/09/2020

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

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

PRODUCER Willis of California ONE BUSH STREET 9TH FLOOR SAN FRANCISCO CA 94104	CONTACT NAME: David Orleans PHONE (A/C, No, Ext): 4159550142 FAX (A/C, No): E-MAIL ADDRESS: david.orleans@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company NAIC # 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Republic Services, Inc. 18500 N. Allied Way Phoenix AZ 85054	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000 \$	
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Fa accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y	WLR C67458382	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

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

CERTIFICATE HOLDER City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Orleans
---	--



CERTIFICATE OF LIABILITY INSURANCE

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

CG 20 10. Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization

DIVISION NUMBER 5123 - NAMED INSURED INCLUDES BROWNING-FERRIS INDUSTRIES OF CALIFORNIA INC
DBA SUNSHINE CANYON LF.

THE FOLLOWING PROVISIONS APPLY WHEN REQUIRED BY WRITTEN CONTRACT. AS USED BELOW, THE
TERM CERTIFICATE HOLDER ALSO INCLUDES ANY PERSON OR ORGANIZATION THAT THE INSURED HAS
BECOME OBLIGATED TO INCLUDE AS A RESULT OF AN EXECUTED CONTRACT OR AGREEMENT.

GENERAL LIABILITY

CERTIFICATE HOLDER IS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.
COVERAGE IS PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY WRITTEN CONTRACT. WAIVER OF
SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER IS INCLUDED WHEN REQUIRED BY WRITTEN
CONTRACT.

AUTO LIABILITY

CERTIFICATE HOLDER IS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT.

EXHIBIT C
DISCLOSURE ORDINANCE

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) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, Chris Coyle am authorized to bind contractually the Company identified below.

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

<u>64697</u> BAVN Company Id	<u>95-2772010</u> EIN/TIN		
<u>Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill (A Republic Services Company)</u> Company Name			
<u>14747 San Fernando Road</u> Street Address	<u>Sylmar</u> City	<u>CA</u> State	<u>91342</u> Zip
<u>818-362-2124</u> Phone	<u>ccoyle@republicservices.com</u> Email		

3. The company came into existence in 1972 (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.eeoe@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.eeoe@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.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Chris Coyle, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Chris Coyle

Signature

25 April, 2019

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.

EXHIBIT D
SCHEDULE B: MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	_____
TOTAL WBE PARTICIPATION	\$	%	_____
TOTAL SBE PARTICIPATION	\$	%	_____
TOTAL EBE PARTICIPATION	\$	%	_____
TOTAL DVBE PARTICIPATION	\$	%	_____
TOTAL OBE PARTICIPATION	\$	%	_____

Printed Name of Person Completing this Form:

Title: _____ **Date:** _____

EXHIBIT E
CONTRACTOR RESPONSIBILITY ORDINANCE

**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

Bureau of Sanitation, Solid Resources Support Services Division	Rowena Romano, Ph.D.	213-485-3626
City Department/Division Awarding Contract	City Contact Person	Phone
BAVN #33682 RFP for Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste from City of LA		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill			
Bidder/Proposer Business Name			
14747 San Fernando Rd	Sylmar	CA	91342
Street Address	City	State	Zip
Chris Coyle, General Manager		818-362-2141	
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.

Print Name, Title	Signature	Date
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TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 26

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: 5 / 4 / 1972 State of incorporation: California

List the corporation's current officers.

President: Robert Boyer

Vice President: Michael Caprio

Secretary: Eileen B Schuler

Treasurer: Calvin Boyd

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: ____ / ____ / ____ State of formation: _____

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

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.**

Officers

Robert B. Boyer
Tim M. Benter
Michael A. Caprio
Myndi M. Kort
John Nickerson
Eileen B. Schuler
Timothy E. Stuart
Thomas Ulreich-Power
Adrienne W. Wilhoit
Lawrence Focazio
Eileen B. Schuler
Myndi M. Kort
John Nickerson
Thomas Ulreich-Power
Adrienne W. Wilhoit
Calvin R. Boyd

Title

President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President
Vice President, Tax
Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary
Assistant Secretary
Treasurer

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? ⁴⁵⁺ _____ 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.

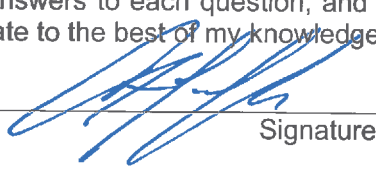
CERTIFICATION UNDER PENALTY OF PERJURY

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.

Chris Coyle, General Manager

5/9/2019

Print Name, Title



Signature

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 1

C. OWNERSHIP AND NAME CHANGES

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

Yes, Browning-Ferris Industries of California, Inc, dba Sunshine Canyon Landfill is a subsidiary of Republic Services, Inc.

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

Yes, Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill.

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 18

E. PERFORMANCE HISTORY

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

Yes, please see attached.

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.

Please see attached pages with additional information.

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.

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

Yes, please see attached pages with additional information.

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, Please see attached pages with additional pages.

ATTACHMENT B FOR SECTION D THROUGH H – ADDITIONAL PAGES

E. PERFORMANCE HISTORY

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

Listed below are the contracts with the City of Los Angeles for the last 10 years.

Entity Name: Browning-Ferris Ind. of CA, Inc. dba Sunshine Canyon Landfill
Contract Name: Disposal Services for City Waste & Settlement and Release Agreement
Contact Number: C-93688
Services Provided: Disposal Services for City Waste
Annual Revenue: \$23 M
Dates of Contract: 7/1/1996 - 6/30/2021

Entity Name: Browning-Ferris Ind. of CA, Inc. dba Sunshine Canyon Landfill
Contract Name: City of LA Dept. of Public Works Bureau of Street Services Recycling and/or Disposal of Inert Materials, Mixed Inert Materials Mixed Debris, Waste Debris, White Good and Bulky Items generated by Bureau of Street Services Citywide-Operations
Services Provided: Disposal Services generated by Bureau of Street Services Citywide-Operations
Annual Revenue: \$850,000
Dates of Contract: 7/1/2007 - 6/30/2014

Entity Name: Allied Waste Services & Consolidated Disposal Service, L.L.C.
Contract Name: LA DWP Val Amezquita
Services Provided: Disposal Services
Annual Revenue: \$120,000
Dates of Contract: 8/2004, 7/2006, 12/2009

Entity Name: Rainbow Disposal Co., Inc. dba Rainbow Environmental Services
Contract Name: Service Agreement between City of LA and Rainbow Disposal for Receipt, Processing, and Reuse of Green Material, Food Material, and/or Horse Manure from the City of Los Angeles Curbside Collection Program
Contract Number: C-128254
Services Provided: Receipt, Processing and Reuse of Green Material, Food Material, and/or Horse Manure
Annual Revenue: \$900,000
Dates of Contract: 12/2016 - 12/2021

Entity Name: Consolidated Disposal Service, L.L.C.
Contract Name: Exclusive Franchise to Provide Collection, Transfer, Processing and Disposal Services for Solid Resources to Commercial Establishments and Applicable Multi-Family Establishments in the South LA and Northeast Valley Zones
Contract Number: C-128880
Services Provided: Collection, Transfer, Processing and Disposal Services for Solid Resources to Commercial Establishments and Applicable Multi-Family Establishments in the South LA and Northeast Valley Zones
Annual Revenue: \$95M
Dates of Contract: 1/2017 - 12/2026

ATTACHMENT B FOR SECTION D THROUGH H – ADDITIONAL PAGES

9. List all contracts your firm has held 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.

Listed below are private or governmental contracts over the last 5 years similar to the work to be performed.

Republic Services Entity	Municipality	Material	End Date	Annual Revenue
Browning Ferris Industries of California, Inc.	South Bayside Waste Management Auth.	MSW	12/31/2019	\$ 7,600,000
Browning Ferris Industries of California, Inc.	City of Santa Monica	MSW	6/30/2021	\$ 400,000
Consolidated Disposal Service, LLC	City of Torrance	MSW	6/30/2021	\$ 2,000,000
International Disposal Corp of California, Inc.	City of San Jose	MSW	12/31/2020	\$ 6,600,000
International Disposal Corp of California, Inc.	City of Cuppertino	MSW	12/20/2023	\$ 2,000,000
International Disposal Corp of California, Inc.	City of Santa Clara	MSW	12/31/2024	\$ 3,800,000
International Disposal Corp of California, Inc.	City of Los Altos	MSW	11/20/2023	\$ 400,000
International Disposal Corp of California, Inc.	Town of Los Altos hill	MSW	11/21/2023	\$ 60,000

ATTACHMENT B FOR SECTION D THROUGH H - ADDITIONAL PAGES
F. DISPUTES

City of Los Angeles
Browning-Ferris Industries of California, Inc.
Dispute
May 13, 2019

Master Name	Description	Substantive Law	Start Date	Case/Application Number	Court	State	Date Resolved	Description of Resolution	Organizational Unit
Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery, Employer, and FRP-II, LLC db/a Leadpoint Business Services, Employer, and Sanitary Truck Drivers and Helpers Local 350, International Brotherhood of Teamsters, Petitioner. Also includes ULP- NLRB 32-CA-160759	The NLRB granted the request by Teamsters Local 350 to have the Acting Regional Director's decision reviewed, thereby requiring briefing by all involved parties and any interested amici regarding the use of the Board's current joint-employer standard, the adoption of a new standard, and if adopting a new standard, what should that standard be. NLRB ruled against the Company, indicating that joint employer status did exist. As a result, the ballots were released and counted which resulted in a union victory. The Company is refusing to bargain and has subsequently received a ULP filed by the union (32-CA-160759).	Labor	05/27/2014	32-RC-100684	National Labor Relations Board	California		Ongoing	Area 02-West > 4278-BFI Newby Island Recyclery
Garcia, Eulogio v. Browning-Ferris Industries of California, Inc.; Republic Services, Inc.; Chris Coyte and Tyson Ross (correct legal entity); Browning-Ferris Industries of California, Inc. (Sunshine Canyon Landfill)	Plaintiff alleges discrimination and harassment based on age, ancestry, national origin, race and disability, reason and pretext, and wrongful discharge. Plaintiff alleges violation of the Private Attorney General Act ("PAGA") for failure to furnish and maintain accurate wage statements.	Employment-EEO	04/17/2018	18STCV04794	Superior Court of California, County of Los Angeles	California		Ongoing	Area 02-West > 5123-Sunshine Canyon Landfill
Gomez, Jose Abraham/FRP II, L.L.C. and Republic Services, Inc. (correct legal entity); Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery)	Plaintiff alleges disability discrimination, medical condition discrimination and wrongful termination.	Employment-EEO	11/04/2015	115CV285029	California Superior Court, County of Santa Clara	California	10/05/2017	EEOC Dismissal	Area 02-West > 4278-BFI Newby Island Recyclery
Gomez, Jose Abraham/FRP II, L.L.C. db/a Leadpoint Business Services and Republic Services, Inc. (correct legal entity); Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery)	Complaint representing Gomez notified the Company by letter that Gomez had filed a discrimination charge naming Leadpoint as the Respondent and the Company as the Co-Respondent. Gomez requested an immediate closure of the case and the issuance of a right to sue letter, which was granted. Allegations include, among other things, discrimination based on a disability.	Employment-EEO	09/04/2015	DFBI No. 622777-174014	California Department of Fair Employment and Housing	California	03/15/2017	DFEH issued a Notice of Case Closure and Right to Sue on August 3, 2015 because Charging Party requested an immediate Right to Sue notice be issued. Subsequently, a lawsuit was filed.	Area 02-West > 4278-BFI Newby Island Recyclery
Local 350 (Teamsters) / Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery; ULP-National Labor Relations Board; Case No. 32-CA-195476 (Regressive Bargaining)	Union alleges bad faith bargaining on the Company's behalf by engaging in regressive bargaining. Union further alleges the regressive bargaining is in retaliation for grievances that were filed.	Labor	04/05/2017	32-CA-195476	National Labor Relations Board	California	03/29/2018	Per counsel, withdrawn.	Area 02-West > 4278-BFI Newby Island Recyclery
Local 350 (Teamsters) / Browning-Ferris Industries of California, Inc. db/a Newby Island Recyclery (correct legal entity); Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery); FRP-II, LLC db/a Leadpoint Business Services and Browning-Ferris Organizing-National Labor Force; Case No. 32-UC-198096 (Unit Clarification Adding California Labor Force)	Union attempting to include a new entity identified as California Labor Force as another joint employer for the full-time and regular part-time employees employed by FRP-II, LLC db/a Leadpoint Business Services and Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery at the facility located 1601 Dixon Landing Road in Milpitas, California.	Labor	05/09/2017	32-UC-198066	National Labor Relations Board	California	05/09/2017	Withdrawn by Teamsters and approved by the NLRB on 05/05/17.	Area 02-West > 4278-BFI Newby Island Recyclery
Local 350 (Teamsters) / Browning-Ferris Industries of California, Inc. db/a Newby Island Recyclery (correct legal entity); Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery); FRP-II, LLC db/a Leadpoint Business Services and Browning-Ferris Organizing-National Labor Force; Case No. 32-UC-198399 (Unit Clarification Adding California Labor Force)	Second petition filed by Teamsters Local 350 attempting to include a new entity identified as California Labor, Inc. as another joint employer for the full-time and regular part-time employees employed by FRP-II, LLC db/a Leadpoint Business Services and Browning-Ferris Industries of California, Inc. db/a BFI Newby Island Recyclery at the facility located 1601 Dixon Landing Road in Milpitas, California.	Labor	05/09/2017	32-UC-198399	National Labor Relations Board	California	05/11/2017	NLRB approved withdrawal of petition on 05/11/17. Matter concluded.	Area 02-West > 4278-BFI Newby Island Recyclery
Local 350 (Teamsters) / Browning-Ferris Industries of California, Inc. db/a Ox Mountain Landfill; Federal Mediation and Conciliation Service; Case No. 181012-00369; Arbitration- Gaim Abdul Azem Dispute	Union grieving the discharge of Gaim Abdul Azem.	Labor	09/21/2017	181012-00369	Federal Mediation and Conciliation Service	California	02/16/2018	Settled on the even of arbitration. Matter concluded.	Area 02-West > 4227-Ox Mountain Landfill
Los Angeles County DPW NW (legal entity); Browning-Ferris Industries of California, Inc. db/a Sunshine Canyon Landfill)	The Company has received NOV from LA County for allegedly failing to respond to information requests from the County.	Regulatory / Compliance	07/13/2017	BS 170149	State Court, Superior Court LA County	California		Ongoing	Area 02-West > 5123-Sunshine Canyon Landfill

City of Los Angeles
 Browning-Ferris Industries of California, Inc.
 Disclosure
 May 13, 2019

<p>Newby Island Recyclery/Republic Services Waste Management (correct legal entity: Browning-Ferris Industries of California Inc.)/California Department of Industrial Relations, Division of Occupational Safety and Health, Request for Investigation of Information Compliant</p>	<p>OSHA notified the Company they had received a complaint that employees were allegedly having a hard time breathing due to particles in the air at the sorting line and that the required ventilation were not being provided. OSHA has requested the Company investigate the complaint and respond back, which the Company did on March 15, 2016.</p>	<p>Other</p>	<p>03/18/2016</p>	<p>Complaint No. 1062477</p>	<p>State of California, Department of Industrial Relations, Division of Occupational Safety and Health</p>	<p>California</p>	<p>05/26/2016</p>	<p>On March 15, 2016, the Company responded to OSHA's request that the Company investigate the complaint. No formal citation and/or penalty was issued and the matter is now considered resolved.</p>	<p>Area 02-West > 4275-BFI Newby Island Recyclery</p>
<p>Villanueva, Jose J Republic Services (correct legal entity: Browning-Ferris Industries of California, Inc. (Sunshine Canyon Landfill))</p>	<p>Charging Party alleges wrongful discharge and retaliation resulting from filing his workers' compensation claim.</p>	<p>Employment-EEQ & Other</p>	<p>09/09/2018</p>	<p>ADJ11388505</p>	<p>Workers' Compensation Appeals Board, State of California</p>	<p>California</p>	<p>Ongoing</p>	<p>Area 02-West > 5123-Sunshine Canyon Landfill</p>	

ATTACHMENT B FOR SECTIONS D THROUGH H - ADDITIONAL PAGES
G. COMPLIANCE

Company Name	Facility Name	Violation Type	Action Caption	Action Date	Violation Date	Date Resolved	Case Number	Description of Alleged Violation	Area of Concern Description	Charges	Status	Resolution Type	Fine	SEPA Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	4/9/2018	5/29/2018	5/29/2018	19-031	Allegedly discharging quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegedly discharging quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402 CHSIC 41700	Pending		\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/27/2018	2/27/2018		19-037	Allegedly discharging quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegedly discharging quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Rule 402; CA HCS Code 41700	Pending		\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/5/2018	1/16/2018		11-062105	Allegedly discharging specific pollutant limitations, observed samples.	Allegedly discharging specific pollutant limitations, observed samples.	Section 64-30 of LAMC	Pending		\$0.00		City of Los Angeles, Department of Public Works, Bureau of Sanitation, Industrial Waste Operations
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/4/2018	1/15/2018		11-062158	Alleged failure to submit semi-annual self-monitoring report.	Alleged failure to submit semi-annual self-monitoring report.	64-30 LAMC	Pending		\$0.00		City of Los Angeles, Department of Public Works, Bureau of Sanitation, Industrial Waste Operations
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/16/2018	12/14/2018		19-036	Allegation that the landfill has buried such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill has buried such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402 CHSIC 41700	Pending		\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/21/2018	8/14/2018		11-076898	Allegation of discharging self-monitoring report and exceeding specific pollutant limitations.	Allegation of discharging self-monitoring report and exceeding specific pollutant limitations.		Pending		\$0.00		City of Los Angeles, Department of Public Works, Bureau of Sanitation, Industrial Waste Operations
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/10/2018	8/6/2018		Code Case No. 1829-26110	Non-environmental violation regarding the alleged non-payment of landfill gas plant revenues.	Non-environmental violation regarding the claim of non-payment landfill gas plant revenues.		Pending		\$0.00		City of Los Angeles, Department of Public Works, Bureau of Sanitation, Industrial Waste Operations
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Notice of Violation	6/20/2018	5/21/2018			U.S. Department of Public Works - Alleged violation for failing to have proper permit notification review required due to change in disposal method (or take action) response.	U.S. Department of Public Works - Alleged violation for failing to have proper permit notification review required due to change in disposal method (or take action) response.	LAMC, Section 57.332	Pending		\$0.00		City of Los Angeles Fire Commission
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation (Out of Compliance)	6/19/2018	5/21/2018			U.S. Department of Public Works - Alleged violation for failing to have proper permit notification review required due to change in disposal method (or take action) response.	U.S. Department of Public Works - Alleged violation for failing to have proper permit notification review required due to change in disposal method (or take action) response.		Pending		\$0.00		City of Los Angeles Fire Commission
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	AOC	5/2/2018	4/13/2018			AOC for dust control on April 12, 2018. SCL LEA reported maximum wind speeds of 41 mph and observed excessive dust levels at monitoring location. AOC for rain on April 13, 2018. SCL LEA reported the site experienced high wind event began in the morning hours of April 13 and continued thru the evening hours of April 14. SCL LEA observed three heavy rain events on April 13 and 14, with a peak rainfall rate of 1.5 inches per hour. The rain was responsible.	AOC for dust control on April 12, 2018. SCL LEA reported maximum wind speeds of 41 mph and observed excessive dust levels at monitoring location. AOC for rain on April 13, 2018. SCL LEA reported the site experienced high wind event began in the morning hours of April 13 and continued thru the evening hours of April 14. SCL LEA observed three heavy rain events on April 13 and 14, with a peak rainfall rate of 1.5 inches per hour. The rain was responsible.		Pending	Corrective Action In Progress	\$0.00		SCL LEA (Onsite), Sunshine Canyon LF
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Area of Concern	4/4/2018	3/23/2018			NOV for Drillage and Erosion Control due to 3.83 inches of rain received on March 17 to 23rd, where the SCL LEA observed storm water runoff caused several CC-3 storm water control basins to overflow. On 3/23/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.	NOV for Drillage and Erosion Control due to 3.83 inches of rain received on March 17 to 23rd, where the SCL LEA observed storm water runoff caused several CC-3 storm water control basins to overflow. On 3/23/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.		Pending	Corrective Action In Progress	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Inspection Report	4/27/2018	3/16/2018			NOV for Drillage and Erosion Control due to 2.49 inches of rain received on March 16 to 18th, where the SCL LEA observed storm water runoff caused several CC-4 basins to overflow. On 3/16/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.	NOV for Drillage and Erosion Control due to 2.49 inches of rain received on March 16 to 18th, where the SCL LEA observed storm water runoff caused several CC-4 basins to overflow. On 3/16/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.		Pending	Corrective Action In Progress	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Dispose Facility Inspection Report	3/9/2018	3/21/2018			NOV for Drillage and Erosion Control due to 2.49 inches of rain received on March 16 to 18th, where the SCL LEA observed storm water runoff caused several CC-4 basins to overflow. On 3/16/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.	NOV for Drillage and Erosion Control due to 2.49 inches of rain received on March 16 to 18th, where the SCL LEA observed storm water runoff caused several CC-4 basins to overflow. On 3/16/2018, SCL LEA observed areas of ponding water over the food areas. Specifically, SCL LEA observed CC-4 Part 2.		Pending	Corrective Action In Progress	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency

Company Name	Facility Name	Violation Type	Action Citation	Action Date	Violation Date	Date Resolved	Case Number	Description of Alleged Violation	Area of Concern Description	Citation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	3/2/2018	3/2/2018			Area of concern regarding drainage and erosion control	Area of concern regarding drainage and erosion control		Pending		\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	2/22/2018	2/16/2018			Area of concern regarding gas monitoring and control.	Area of concern regarding gas monitoring and control.	Regulation 20821-605	Pending		\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	2/20/2018	2/9/2018			Area of concern regarding drainage and erosion control	Area of concern regarding drainage and erosion control	Regulation 20822-040	Pending		\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	1/30/2018	5/1/2017		955417	Allegation of 1) burning landfill gas in excess of the daily sulfur limits of 150ppm 2) failure to operate a Title V facility and all equipment located at a Title V facility in compliance with all terms, requirements and conditions specified in the permit at all times, specifically per Section K, Code 26 3) failure to record and report daily sulfur limits 3) exceeded the total landfill gas computed at this facility of 16,100 standard cubic feet per minute, calculated at 35% methane concentration in landfill gas over a 24 hour period	Allegation of 1) burning landfill gas in excess of the daily sulfur limits of 150ppm 2) failure to operate a Title V facility and all equipment located at a Title V facility in compliance with all terms, requirements and conditions specified in the permit at all times, specifically per Section K, Code 26 3) failure to record and report daily sulfur limits 3) exceeded the total landfill gas computed at this facility of 16,100 standard cubic feet per minute, calculated at 35% methane concentration in landfill gas over a 24 hour period	Regulation 20822-040	Pending		\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	12/19/2017	12/8/2017			Allegation of failure to control flar	Allegation of failure to control flar		Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	11/14/2017	11/14/2017		82926170 05604	Non-environmental violation regarding the claim of nonpayment of \$942,120.70 for landfill gas plant revenues	Non-environmental violation regarding the claim of nonpayment of \$942,120.70 for landfill gas plant revenues		Pending		\$0.00		Los Angeles County
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	10/11/2017	9/17/2017			Allegation of a reading of 4.9% sulfur methane for Phase 2,4,6E and a pump failure in Phase 20VC.	Allegation of a reading of 4.9% sulfur methane for Phase 2,4,6E and a pump failure in Phase 20VC.		Resolved	Return to Compliance	\$0.00		Calico, Department of Resources, Recycling and Recovery
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report	8/25/2017	8/24/2017	8/10/2017		Alleged gas concentrations.	Alleged gas concentrations.	27 CCR 20241(e)	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	4/28/2017	4/5/2017	7/5/2017 p 64748		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	4/9/2017	3/17/2017	7/5/2017 p 64747		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	2/9/2017	7/5/2017 p 64565		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	3/9/2017	7/5/2017 p 64742		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	3/10/2017	7/5/2017 p 64734		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	3/12/2017	7/5/2017 p 64744		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	3/12/2017	7/5/2017 p 64745		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/17/2017	3/15/2017	7/5/2017 p 64746		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/13/2017	2/22/2017	7/5/2017 p 64741		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHSC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Cleanliness	Sanitary Facility Inspection Report (52)	2/24/2017	2/17/2017			Allegation areas of concern, daily cover and drainage and erosion control.	Allegation areas of concern, daily cover and drainage and erosion control.	LEA-Daily Cover 20080 and Erosion Control 20080	Pending		\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency

Company Name	Facility Name	Violation Type	Action Condition	Action Date	Violation Date	Debs Resolved	Case Number	Description of Alleged Violation	Area of Concern Description	Citation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	12/2/2016	11/29/2016	7/5/2017	664927	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Order to Abate	11/9/2016	11/20/16			Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Los Angeles County Code of Ordinances Title 11-Health and Safety Division, Chapter 11.04 South Coast Air Quality Management District Part 2, Article 2, Definitions	Pending		\$0.00		Los Angeles County, CA, Department of Health Services
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	11/4/2016	10/27/2016	7/5/2017	664721	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	10/29/2016	10/29/2016	7/5/2017	664923	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	10/26/2016	10/26/2016	7/5/2017	664722	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	10/25/2016	7/14/2016			Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Condition 45-N to the Director of Public Works identifying: (1) all fugitive dust and other complaints from local residents that have not been resolved for that quarter regarding the Landfill; (2) all notices of violation issued by the SCAQMD or the County LEA; and (3) all measures undertaken by the Permittee to address these complaints and/or correct the violations. In addition, permittee shall submit a report to the SCAQMD on July 14, 2016 letter, which is attached to this NOV.	Pending		\$0.00		Los Angeles County, CA, Department of Regional Planning Commission
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	NOV	10/21/2016	10/17/2016	7/5/2017	664720	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	9/29/2016	9/17/2016	7/5/2017	664718	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	9/29/2016	9/29/2016	7/5/2017	664719	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	9/1/2016	8/28/2016	7/5/2017	664716	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	7/27/2016	7/21/2016	7/5/2017	664714	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Disposal Facility Inspector Report (DR)	7/18/2016	6/17/2016			Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	20160 Leachate Control	Resolved	Return to Compliance	\$0.00		Sanjaya Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	6/20/2016	6/24/2016	7/5/2017	664713	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/26/2016	4/18/2016	7/5/2017	664710	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/26/2016	4/21/2016	7/5/2017	664711	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/26/2016	4/22/2016	7/5/2017	664712	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/13/2016	3/3/2016	7/5/2017	664702	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD 402; CHASC 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District

Company Name	Facility Name	Violation Type	Action Condition	Action Date	Violation Date	Date Resolved	Case Number	Description of Alleged Violation	Area of Concern Description	Creation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/13/2015	1/13/2015	7/5/2017	162510	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/13/2015	1/17/2015	7/5/2017	162611	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/13/2015	1/25/2015	7/5/2017	162613	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance, or annoyance to a considerable number of persons.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/13/2015	1/31/2015	7/5/2017	162748	Allegations of discharging air contaminants which caused injury, detriment, nuisance, or annoyance to a considerable number of persons or public or which endangered the comfort, repose, health or safety of any such persons or the public.	Allegations of discharging air contaminants which caused injury, detriment, nuisance, or annoyance to a considerable number of persons or public or which endangered the comfort, repose, health or safety of any such persons or the public.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	2/13/2015	2/2/2015	7/5/2017	162749	Allegations of discharging air contaminants which caused injury, detriment, nuisance, or annoyance to a considerable number of persons or public or which endangered the comfort, repose, health or safety of any such persons or the public.	Allegations of discharging air contaminants which caused injury, detriment, nuisance, or annoyance to a considerable number of persons or public or which endangered the comfort, repose, health or safety of any such persons or the public.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Citation	Disposal Facility Inspection Report	1/23/2015	1/23/2015	1/23/2015		Alleged violation of gas monitoring and control. Exceedences of regulatory limit for landfill gas.	Alleged violation of gas monitoring and control. Exceedences of regulatory limit for landfill gas.	27 CCR 206921	Resolved	Return to Compliance	\$0.00		Callicyde (formerly Suncoast) Integrated Waste Management Board WUEA
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Citation	Disposal Facility Inspection Report	1/7/2015	1/7/2015			Allegations that the top deck of the city scale of the landfill was observed to have exposed trash.	Allegations that the top deck of the city scale of the landfill was observed to have exposed trash.	27 CCR 20690	Pending		\$0.00		Callicyde (formerly Suncoast) Integrated Waste Management Board WUEA
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/31/2014	12/24/2014	7/5/2017	P 62607	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/31/2014	12/25/2014	7/5/2017	P 62608	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Citation	Disposal Facility Inspection Report (52)	12/30/2014	12/19/2014	19-6A-2000		Alleged violation of daily cover	Alleged violation of daily cover		Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/26/2014	12/5/2014	7/5/2017	P 62602	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/26/2014	12/4/2014	7/5/2017	P 62603	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/26/2014	12/15/2014	7/5/2017	P 62604	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/26/2014	12/17/2014	7/5/2017	P 62605	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/26/2014	12/18/2014	7/5/2017	P 62606	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegations of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	41700, Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Citation	Disposal Facility Inspection Report (52)	12/17/2014	12/5/2014	19-6A-2000		Alleged violation regarding discharge and precipitation was recorded at the landfill	Alleged violation regarding discharge and precipitation was recorded at the landfill		Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Citation	Disposal Facility Inspection Report (52)	12/17/2014	12/12/2014	19-6A-2000		Alleged violation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Alleged violation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	12/4/2014	11/12/2014	7/5/2017	161389	Alleged violation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Alleged violation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	California Health and Safety Code Sec. 41700, Rule 402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District

Company	Facility Name	Violation Type	Action Category	Action Date	Violation Date	Date Resolved	Cases Number	Description of Alleged Violation	Area Of Concern Description	Citation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Notice of Violation	2/19/2013	2/27/2013	2/27/2013	61357	Violation of Daily Cover	Violation of Daily Cover	Code: 20820 - Daily Cover	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation and Affidavit of Inspector	3/17/2013	3/15/2013	2/20/2013	61358	Average failure to accept radioactive empty CRV recovery containers.	Average failure to accept radioactive empty CRV recovery containers.	PRC 15072(3)	Resolved	Admin. Delinquent	\$0.00		Department of Public Health Services
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/21/2013	3/17/2013	7/5/2013	61365	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	115001, 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/21/2013	3/25/2013	7/5/2013	61366	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Code: 41700; South Coast Air Quality Management District Rule 402 (Business)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/21/2013	3/17/2013	7/5/2013	61364	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Sec. 41700, Rule 402 (Business)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	3/11/2013	1/17/2013	7/5/2013	61363	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Sec. 41700, Rule 402 (Business)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Area of Concern	1/18/2013	1/15/2013	11/05/2013	Disposal Facility Inspection Report (53)	2) Daily Control	2) Daily Control	27 CCR 20810	Resolved	Return to Compliance	\$0.00		Los Angeles County, CA
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	11/6/2013	10/28/2013	7/5/2013	61361	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Sec. 41700; Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	11/6/2013	10/30/2013	7/5/2013	61362	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation of discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Sec. 41700; Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	10/11/2013	10/16/2013	7/5/2013	61362	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Sec. 41700	Resolved	Resolved Pursuant to Settlement Agreement	\$1,341,000.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Disposal Facility Inspection Report (52)	10/27/2013	10/21/2013	10/21/2013	61359	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	20819 - Control of Air Contaminants	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Disposal Facility Inspection Report (52)	10/11/2013	10/10/2013	10/10/2013	61357	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Insufficient cover; 3) landfill gas collection wells in disrepair.	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	9/11/2013	8/9/2013	9/24/2013	61358	Allegation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	9/11/2013	8/9/2013	9/24/2013	61358	Allegation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	SCAQMD Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Facility Safety Violation	9/13/2013	9/13/2013	4/24/2015	13,689.15	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	C.C.R. 2729.1	Resolved	Return to Compliance	\$0.00		City of Los Angeles
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Disposal Facility Inspection Report (52)	9/6/2013	9/5/2013	9/5/2013	61356	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	1) 20746; 2) 20749	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	6/14/2013	6/11/2013	9/24/2013	61356	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	402 (Business)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Disposal Facility Inspection Report (52)	6/19/2013	6/19/2013	6/19/2013	61355	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	20819 - Control of Air Contaminants	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Area of Concern/Closures	Disposal Facility Inspection Report (52)	5/5/2013	5/27/2013	5/10/2013	61351	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	1) 20800; 2) 20829	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	4/26/2013	4/26/2013	9/24/2013	61351	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the landfill failed to control such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	5740MD Rule 407	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District

Company Name	Facility Name	Violation Type	Action Citation	Action Date	Violation Date	Date Received	Case Number	Description of Alleged Violation	Area of Concern Description	Citation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/26/2013	4/22/2013	9/24/2013 P 61352		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		56QMD Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Area of Concern/Ordinance	Disposal Facility Inspection Report (S2)	4/12/2013	4/8/2013			Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.	Allegation that the facility failed to turn off, manually collect and dispose of litter property.	20530	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	4/9/2013	3/28/2013	9/24/2013 P 61350		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		41700-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	3/14/2013	3/11/2013	9/24/2013 P 59599		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		41700-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	3/5/2013	2/25/2013	9/24/2013 P 59598		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		56-41700 Rule 402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Area of Concern/Ordinance	Disposal Facility Inspection Report (S2)	2/25/2013	1/31/2013			Allegation that the landfill failed to operate the gas collection system in such a manner to prevent the concentration of TOC measured as methane from exceeding 25ppm as determined by integrated samples taken on numbered 50,000 sq ft.	Allegation that the landfill failed to maintain nuisance control and not create a public nuisance.	20760	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	1/18/2013	10/24/2012	8/9/2013 P 59584		Allegation that the landfill failed to operate the gas collection system in such a manner to prevent the concentration of TOC measured as methane from exceeding 25ppm as determined by integrated samples taken on numbered 50,000 sq ft.		11501-d(11)	Resolved	Return to Compliance	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	1/18/2013	10/30/2012	9/24/2013 P 59593		Allegation that the landfill failed to operate the gas collection system in such a manner to prevent the concentration of TOC measured as methane from exceeding 25ppm as determined by integrated samples taken on numbered 50,000 sq ft.		11501-d(11)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	1/18/2013	11/15/2012	9/24/2013 P 59597		Allegation that the landfill failed to operate the gas collection system in such a manner to prevent the concentration of TOC measured as methane from exceeding 25ppm as determined by integrated samples taken on numbered 50,000 sq ft.		11501-d(11)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Area of Concern/Ordinance	Disposal Facility Inspection Report (S2)	1/18/2013	1/17/2013	1/18/2013		Allegation that the landfill did not maintain control of litter due to strong wind turbulence.	Allegation that the landfill did not maintain control of litter due to strong wind turbulence.	27 CCR 20683	Resolved	Return to Compliance	\$0.00		Sunshine Canyon Landfill - Local Enforcement Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	1/9/2013	12/28/2012	9/24/2013 (No. P 59593)		Allegation for discharging such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		402 (Nuisance)	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	12/20/2012	12/4/2012	9/24/2013 (No. P 59590)		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	12/20/2012	12/7/2012	9/24/2013 (No. P 59591)		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	12/20/2012	12/10/2012	9/24/2013 (No. P 59592)		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	11/9/2012	11/5/2012	9/24/2013 P 59588		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		41700-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	11/9/2012	11/5/2012	9/24/2013 P 59589		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		41700-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LP	Administrative	Notice of Violation	10/26/2012	10/14/2012	9/24/2013 P 59587		Allegation that the landfill discharged such quantities of air contaminants to cause injury, detriment, nuisance or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District

Company	Facility Name	Violation Type	Action Caption	Action Date	Violation Date	Case Number	Case Number	Date Resolved	Description of Alleged Violation	Area of Concern Description	Ch citation	Status	Resolution Type	Fine	SEP Amount	Issuing Agency
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	10/12/2012	9/26/2012	9/24/2013 P 59585	9/24/2013 P 59585	9/24/2013	Allegation that the facility is discharging quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	10/12/2012	9/29/2012	9/24/2013 P 59584	9/24/2013 P 59584	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	10/12/2012	10/1/2012	9/24/2013 P 59586	9/24/2013 P 59586	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	9/26/2012	9/26/2012	9/24/2013 No. P 59581	9/24/2013 No. P 59581	9/24/2013	Allegation of discharging sulfur dioxide, carbon monoxide, or hydrocarbons to a considerable number of persons.		41702-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	9/26/2012	9/20/2012	9/24/2013 No. P 59582	9/24/2013 No. P 59582	9/24/2013	Allegation of discharging sulfur dioxide, carbon monoxide, or hydrocarbons to a considerable number of persons.		41703-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/31/2012	8/28/2012	9/24/2013 No. P 59589	9/24/2013 No. P 59589	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		41703-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/29/2012	7/15/2012	9/24/2013 No. P 59577	9/24/2013 No. P 59577	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		41703-402	Resolved	Resolved Pursuant to Settlement Agreement	\$82,000.00	\$300,000.00	South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/24/2012	7/26/2012	9/24/2013 No. P 59578	9/24/2013 No. P 59578	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		41703-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/24/2012	8/10/2012	9/24/2013 No. P 59579	9/24/2013 No. P 59579	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		1150-10011	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District
Browning-Ferris Industries of California, Inc.	Sunshine Canyon LF	Administrative	Notice of Violation	8/24/2012	8/16/2012	9/24/2013 No. P 59579	9/24/2013 No. P 59579	9/24/2013	Allegation that the facility discharged quantities of air contaminants to cause injury, illness, nuisance, or annoyance to a considerable number of persons.		41703-402	Resolved	Resolved Pursuant to Settlement Agreement	\$0.00		South Coast Air Quality Management District

EXHIBIT F
BUSINESS TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

ACCOUNT NO. 0002285994-0001-1	FUND CLASS L049	DESCRIPTION Professions/Occupations	ISSUED: 11/27/2009	STATUS Active
			STARTED 07/27/2005	

1 9mcs-1

BROWNING-FERRIS INDUSTRIES OF CALIF
SUNSHINE CANYON LANDFILL
INC
14747 SAN FERNANDO ROAD
SYLMAR, CA 91342-1021
14747 SAN FERNANDO ROAD
SYLMAR, CA 91342-1021



ISSUED BY:

Antoinette P. Christensen

DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS
FORM 2000 (rev. 6/01) IMPORTANT - READ REVERSE SIDE

P. O. BOX 53200, LOS ANGELES CA 90053-0200

EXHIBIT G
LA RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill

I. Corporate or Main Office Address:

Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill

14747 San Fernando Rd.

Sylmar, CA 91342

II Total Number of Employees in Organization: 68

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

25 and 36.7 %

EXHIBIT H
NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, Chris Coyle, depose and say that I am

General Manager of Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill
("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: 5 / 15 / 2019 at Los Angeles, CA
(Month, Day, Year) (City, State)



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

[Handwritten Signature]
(Signature)

EXHIBIT I
CONTRACT HISTORY

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.

Contract History - List of Contracts

Entity Name: Browning-Ferris Ind. of CA, Inc. dba Sunshine Canyon Landfill
Contract Name: Disposal Services for City Waste & Settlement and Release Agreement
Contract Number: C-93688
Services Provided: Disposal Services for City Waste
Amount of Contract: \$23 M
Dates of Contract: 7/1/1996 - 6/30/2021

Entity Name: Browning-Ferris Ind. of CA, Inc. dba Sunshine Canyon Landfill
Contract Name: City of LA Dept. of Public Works Bureau of Street Services Recycling and/or Disposal of Inert Materials, Mixed Inert Materials Mixed Debris, Waste Debris, White Good and Bulky Items generated by Bureau of Street Services Citywide-Operations
Services Provided: Disposal Services generated by Bureau of Street Services Citywide-Operations
Amount of Contract: \$850,000
Dates of Contract: 7/1/2007 - 6/30/2014

-- Continued on next page --

Browning-Ferris Industries of California, Inc. dba
Sunshine Canyon Landfill

Name of Organization

Chris Coyle

Print Name

Date



Signature

General Manager

Title

5/15/2019

--Continued from previous page--

Entity Name: Allied Waste Services & Consolidated Disposal Service, L.L.C.

Contract Name: LA DWP Val Amezquita

Services Provided: Disposal Services

Annual Revenue: \$120,000

Dates of Contract: 8/2004, 7/2006, 12/2009

Entity Name: Rainbow Disposal Co., inc. dba Rainbow Environmental Services

Contract Name: Service Agreement between City of LA and Rainbow Disposal for Receipt, Processing, and Reuse of Green Material, Food Material, and/or Horse Manure from the City of Los Angeles Curbside Collection Program

Contract Number: C-128254

Services Provided: Receipt, Processing and Reuse of Green Material, Food Material, and/or Horse Manure

Annual Revenue: \$900,000

Dates of Contract: 12/2016 - 12/2021

Entity Name: Consolidated Disposal Service, L.L.C.

Contract Name: Exclusive Franchise to Provide Collection, Transfer, Processing and Disposal Services for Solid Resources to Commercial Establishments and Applicable Multi-Family Establishments in the South LA and Northeast Valley Zones

Contract Number: C-128880

Services Provided: Collection, Transfer, Processing and Disposal Services for Solid Resources to Commercial Establishments and Applicable Multi-Family Establishments in the South LA and Northeast Valley Zones

Annual Revenue: \$95M

Dates of Contract: 1/2017 - 12/2026

EXHIBIT J
MUNICIPAL LOBBYING ORDINANCE

Bidder Certification

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) 33682	Awarding Authority (Department awarding the contract) Bureau of Sanitation, Solid Resources Support Services Division	
Bidder Name Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill		
Address 14747 San Fernando Rd., Sylmar, CA 91342		
Email Address ccoyle@republicservices.com	Phone Number 818-362-2141	

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.

Chris Coyle
Name

General Manager

Title



Signature

10/01/2020

Date

EXHIBIT K
IRAN CONTRACTING ACT OF 2010

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 DGS list of persons engaged in investment activities in Iran.

<i>DBA SUNSHINE CANYON LANDFILL</i>	
<i>BROWNING-FERRIS INDUSTRIES OF CALIFORNIA, INC.</i>	BTRC (or n/a) <i>0002285994-0001-1</i>
By (Authorized Signature) 	
Print Name and Title of Person Signing <i>Chris Coyle, General Manager</i>	
Date Executed	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)

EXHIBIT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING
RESTRICTIONS

Prohibited Contributors (Bidders)

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): 33682 Date Bid Submitted: 05/16/2019

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
RFP for Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste from City of Los Angeles

Awarding Authority (Department awarding the contract): Bureau of Sanitation, Solid Resources Support Services Division

Bidder Name: Browning-Ferris Industries of California, Inc. dba Sunshine Canyon Landfill

Bidder Address: 14747 San Fernando Rd., Sylmar, CA 91342

Bidder Email Address: ccoyle@republicservices.com Bidder Phone Number: 818-362-2141

Schedule Summary


Please complete all three of the following:

- | | | |
|--|--|--|
| <p>1. SCHEDULE A – Bidder's Principals <i>(check one)</i>
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. <i>(If you check "Yes", Schedule A is required.)</i></p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i>
The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check "Yes", Schedule B is required.)</i></p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>4</u></p> | | |

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.

Chris Coyle
Name
General Manager
Title


Signature
10/01/2020
Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Robert B. Boyer</u>	Title: <u>President</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Eileen B. Schuler</u>	Title: <u>Vice President & Secretary</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>John B. Nickerson</u>	Title: <u>Vice President & Assistant Secretary</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Michael Caprio</u>	Title: <u>Vice President</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Greg K. Brummer</u>	Title: <u>Vice President</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Jennifer L. Thomson</u>	Title: <u>Vice President & Assistant Secretary</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Adrienne W. Wilhoit</u>	Title: <u>Vice President & Assistant Secretary</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Lawrence D. Focazio</u>	Title: <u>Vice President, Tax</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	
Name: <u>Calvin R. Boyd</u>	Title: <u>Treasurer</u>
Address: <u>14747 San Fernando Rd., Sylmar, CA 91342</u>	

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name M&K Trucking
Subcontractor's Address 3877 Westside Avenue, Los Angeles, CA 90008

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: <u>Monique Jones</u> Title: <u>Owner</u>
Address: <u>3877 Westside Avenue, Los Angeles, CA 90008</u>
Name: <u>Brian Rugley</u> Title: <u>Owner</u>
Address: <u>3877 Westside Avenue, Los Angeles, CA 90008</u>
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____
Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Yorke Engineering LLC.
Subcontractor's Address 31726 Rancho Viejo Road, Suite 218, San Juan Capistrano, CA 92675

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: Judy Yorke _____ Title: President _____
Address: 31726 Rancho Viejo Road, Suite 218, San Juan Capistrano, CA 92675 _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

EXHIBIT M
LANDFILL RULES AND REGULATIONS

SCHEDULE D

SUNSHINE CANYON LANDFILL RULES AND REGULATIONS

Dear Customer

Republic Services appreciates your business and prides itself on providing excellent customer service to all customers. We believe that customer service goes beyond just providing a disposal site. We want to make sure that our customers are all aware of our safety requirements, site policies, and the importance we place on providing service, and also serving the needs of our neighbors and communities.

For those reasons we are providing this list that we find help protect everyone using our site. Please feel free to contact our management team if you have any questions or concerns, and how they can help make all our lives safer and more productive.

1. The site operating hours are from Monday - Friday 6:00am – 6:00pm and Saturday 7:00am–2:00pm. Closed Sunday.
2. Post-holiday Saturday operating hours are 9:00am – 6:00pm.
3. **Trucks arriving at the landfill prior to the site opening are not allowed to stage within 5 miles of the property. Anyone caught staging early within the 5 mile radius will be denied a scale ticket upon arrival at the scalehouse. Multiple infractions of this requirement will result in the driver being banned from the landfill.**
4. All loads must be completely tarped to prevent any waste from blowing off the load and causing litter en route to the site.
5. All tarps must be in good repair and completely cover the open top of the load.
6. Un-tarping is allowed only in designated areas of the working face.
7. **No tarps should be removed on the scales or along roadways prior to the working face to prevent blowing litter.**
8. Follow traffic director/spotter directions, and traffic patterns. Stick to the roadways that have been established.
9. All trucks will sweep open top boxes, rear tail gates and bumpers off before leaving the working area to prevent materials from falling off outside the gate and causing a nuisance or an unsafe condition.
10. Tail gates and turnbuckles must be closed and latched before leaving the working face areas.
11. No driver should pass underneath a raised tailgate.
12. If your truck needs to be towed, we will tow your truck out of the traffic pattern with your driver's permission. If that becomes necessary, we require the driver of the truck to hook the tow chain/strap to his/her vehicle to prevent damage. We will connect the tow chain/strap to the landfill equipment. All tows at the landfill are only to remove the stuck vehicle from the traffic pattern. Any towing required beyond that is the responsibility of the hauler.

13. Transfer trailers should not run in convoys on the way to the site. Multiple tractor trailers in a row can be dangerous and disruptive to traffic patterns in the local host communities. If the route to the site takes the trucks thru a municipal area where stop lights can cause traffic back up, or where passing is hazardous on a two-lane road, you are asked to stay separated to avoid adding congestion to the local traffic patterns.
14. All trucks are expected to follow local rules and regulations regarding traffic control devices in route to the site.
15. Come to a complete stop at all lights and stop signs. Obey all traffic laws.
16. All customers are required to wear **high visibility vests, and hard hats, at all times** while on site.
17. Sturdy puncture resistant work boots are required on site, no tennis shoes or open toed shoes are allowed.
18. The speed limit on site is **15 MPH**
19. There is no passing on site roadways
20. No smoking is allowed on site except in designated smoking areas
21. Special waste loads require prior approval and must be accompanied by a special waste acceptance notification form. All special waste loads must be tarped.
22. No regulated or Hazardous waste is accepted at this facility.
23. This site performs random load inspections. If you are selected for a random check please cooperate with site personnel to avoid unnecessary delays.
24. Only the driver is allowed to exit his vehicle in the working area. If you do exit your vehicle stay in close proximity to your truck. No wandering around, or salvaging is allowed.
25. No minors are allowed out of the vehicle at any time.
26. Use of the facility is at your own risk, we do not accept responsibility for damage to vehicles.
27. **Failure to follow the rules of the site can result in rejection of the load, or banning of the driver from the premises.**

These site rules are in place for everyone's safety. Please respect the rights of all our customers, our neighbors, and our communities.

Sincerely,

Sunshine Canyon Landfill
Site Management
14747 San Fernando Road
Sylmar, CA 91342
(818) 362-2092

EXHIBIT N
SUNSHINE CANYON LANDFILL PERMITS

Permits

Any of the following permits related to the SCL can be made available upon request.

Permit Name Agency	Date Issued	Permit Information
RECYCLA Provisional Facility Certification City of Los Angeles	May 1, 2019	<i>Documents Sunshine Canyon Landfill as provisionally certified to accept recycLA solid resources materials.</i>
Solid Waste Facility Permit California Integrated Waste Management Board (CIWMB) – now CalRecycle	July 7, 2008	SWIS No. 19-AA-2000 12,100 TPD Permitted Capacity <i>MSW for disposal/beneficial reuse. Weekly limit of 66,000 tons of MSW for disposal and 6,600 tons of material for beneficial reuse/recycling, which together total 72,600 tons per week for all materials.</i>
WDR Regional Water Quality Control Board – Los Angeles Region	October 2, 2008 March 3, 2011	No. R4-2008-0088 Waste Discharge Requirements – Sunshine Canyon City/County Landfill No. R4-2011-0052 <i>Amendments to Waste Discharge Requirements for Disposal and onsite use of Non-Designated/Non0Hazardous Contaminated Soils and Related Wastes at Municipal Solid Waste Landfills</i>
Title V Permit South Coast Air Quality Management District	April 26, 2017	Facility ID: 049111 No. F63135 <i>Permit to Operate Landfill Gas Collection System</i> No. G6687 <i>Permit to Construct/Operate Leachate Condensate Collection and Treatment</i> No. G33587 <i>Permit to Construct/Operate Leachate Condensate Collection and Treatment Facility</i> No. G19108 <i>Permit to Construct/Operate Landfill Gas Flaring System No. 1</i> No. G19109 <i>Permit to Construct/Operate Landfill Gas Flaring System No. 3</i> No. G45944 <i>Permit to Construct/Operate Landfill Gas Flaring System No. 9</i> No. G45946 <i>Permit to Construct/Operate Landfill Gas Flaring System No. 10</i>

		No. G44479 <i>Permit to Construct/Operate Landfill Gas Flaring System No. 11</i>
Conditional Use Permit Los Angeles County Planning Department	January 29, 2007	No. 00-194-(5)
Land Use Conditions City of Los Angeles, Department of City Planning	December 13, 1999	Los Angeles City Ordinance No. 172,933 <i>Permit to combine City and County portions of Landfill and [Q]Conditions of Approval</i>
Industrial Wastewater Permit City of Los Angeles Bureau of Sanitation	October 18, 2017	W-535428 <i>Non-Categorical Significant Industrial User 300k gpd</i>
Industrial General Permit State Water Resource Control Board	April 1, 2014	NPDES No. CAS000001 General permit for storm water discharges associated with industrial activities

SOLID WASTE FACILITY PERMIT

Facility Permit Number:
19-AA-2000

Page 1 of 6

1. Name and Street Address of Facility: Sunshine Canyon City/County Landfill 14747 San Fernando Road Sylmar, CA 91342	2. Name and Mailing Address of Operator: Browning Ferris Industries of California, Inc. 14747 San Fernando Road Sylmar, CA 91342	3. Name and Mailing Address of Owner: Browning Ferris Industries of California, Inc. 14747 San Fernando Road Sylmar, CA 91342
---	--	---

4. Specifications:

- a. Permitted Operations:**
- Solid Waste Disposal Site
 - Transformation Facility
 - Transfer/Processing Facility (MRF)
 - Other:
 - Composting Facility /Green Material

b. Permitted Hours of Operation:

- Receipt of Refuse/Waste: 6:00 a.m. to 6:00 p.m., Monday through Friday
7:00 a.m. to 2:00 p.m., Monday through Saturday*
- Landfill Operations: 6:00 a.m. to 9:00 p.m., Monday through Saturday*
- Equipment Maintenance: 4:00 a.m. to 9:00 p.m., Monday through Saturday*

*(See Condition 17. B.3., Permitted Hours of Operation)

c. Permitted Maximum Tonnage: 12,100 Tons per Day for all materials received for disposal and/or beneficial reuse & recycling
(See Condition 17. B.4., Permitted Maximum Tonnage)


d. Permitted Traffic Volume: Traffic will be regulated pursuant to 27 CCR 20860

e. Key Design Parameters (Detailed parameters are shown on site plans bearing LEA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (acres)	1,036	363			
Design capacity (cu. yds.)		140,900,000			
Max. Elevation (ft. MSL)		1,904 (County); 2,004 (City) (See Condition 17.B.5)			
Max. Depth (ft. MSL)		N/A			
Estimated Closure Year		2037			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature
Shikari Nakagawa-Ota, Program Manager
Sunshine Canyon Landfill Local Enforcement Agency

6. Local Enforcement Agency:

Sunshine Canyon Landfill Local Enforcement Agency (SCL LEA)
14747 San Fernando Road
Sylmar, CA 91342

7. Date Received by CalRecycle:

May 6, 2008

8. CalRecycle Concurrence Date:

June 17, 2008

9. Permit Issued Date:

July 7, 2008

10. Permit Review Due Date:

December 27, 2023

11. Owner/Operator Transfer Date:

N/A

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

2. Legal Description of Facility:

Sunshine Canyon City/County Landfill is contained within portions of Sections 23, 24, 25, & 26, Township 3 North (T3N), Range 16 West (R16W) of the San Bernardino Base and Meridian. A more detailed legal description can be found in Section B of the Joint Technical Document (JTD), dated November 2007, amended December 2007, February, 2008, April 2008 and May 2008.

13. Findings:

- a. This permit is consistent with the Los Angeles County Integrated Waste Management Plan, which was approved by the CIWMB on June 23, 1999. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC) Section 50001(a).
- b. This permit is consistent with the standards adopted by the CIWMB, pursuant to PRC 44010.
- c. The design and operation of the facility are consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the enforcement agency, pursuant to PRC 44009, as determined by an inspection on May 28-29, 2008.
- d. A Final Environmental Impact Report (FEIR) was filed with the State Clearinghouse (SCH #89071210) and certified by the County of Los Angeles, Board of Supervisors on November 30, 1993. A Final Subsequent Environmental Impact Report (FSEIR) was also filed (SCH # 92041053) and certified by the City of Los Angeles Planning Commission and City Council on December 10, 1999. An addendum to the FEIR and FSEIR (SCH # 1989071210) was also prepared for the project by the County of Los Angeles, Department of Regional Planning and circulated in October 2004. The FEIR, FSEIR and addendum describe and support the design and operation of the facility which will be authorized by the issuance of this permit.
- e. Materials as described in the JTD will be recycled on site and will either be reused on site or removed and sent to markets. There is also a residential recyclable material drop-off area on site.
- f. This permit does not supplant or modify local land use entitlements or local agencies' authority to enforce local entitlements. It is recognized by the EA that the operator must comply with the provisions of the Integrated Waste Management Act (IWMA), Board regulations and the terms and conditions of this permit as well as other regulatory requirements and applicable local land use measures which govern the operator's activities at the site. If the requirements inadvertently overlap, it is expected that the operator will comply with the more stringent requirement in order to maintain compliance. Non-compliance with another agency requirement may not constitute a violation of this permit, the IWMA or Board regulations.

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous waste, radioactive waste, untreated medical waste, liquid waste (including slurries and septic tank pumpings), designated waste, incinerator ash, sludge, and dead animals (except for non-incident dead animals) or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document and approved amendments thereto. The EA may not approve the acceptance of such other wastes until the operator has provided, in a form reasonably acceptable to the EA, evidence from all other federal, state, and local agencies having jurisdiction that the acceptance of such wastes is authorized.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document (JTD), as amended	Nov. 2007 <u>Amendments</u> Feb. 2008 May 2008	Preliminary Closure and Postclosure Maintenance Plan, as amended	Nov. 2007 <u>Amendments</u> May 2008
Waste Discharge Requirements City; Order No. R4-2003-0155 County; Order No. R4-2007-0023	Dec. 4, 2003 Apr. 5, 2007	Closure Financial Assurance Documentation	May 5, 2008

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

The following documents describe and/or restrict the operation of this facility:

	Date		Date
SCAQMD Permit to Operate No. F86506, F23230, F9412, F43463, F63135, F86507	Dec. 22, 2006	Operating Liability Certification	May 5, 2008
FEIR (SCH #89071210) FSEIR (SCH #92041053) FEIR/FSEIR addendum (SCH #1989071210)	Nov. 1993 Dec. 1999 Oct. 2004	Los Angeles County Conditional Use Permit - No. 00-194-(5) Los Angeles City Amended Zone Change Ordinance Case CPC 98-0184(ZC/GPA)(MPR)	Feb 6, 2007 Dec. 3, 1999

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 15 days of the end of the reporting period. For quarterly reporting: 1st quarter = January thru March, the report is due by April 15, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.

Program

Reporting Frequency/Agency

a. The types and quantities (in tons) of non-hazardous waste, including separated or commingled recyclables and tires, received each day. (Distinguish between the quantities of those materials disposed and materials received for beneficial reuse or Alternative Daily Cover.) The operator shall maintain these records on the facility's premises as required by current regulations. These records shall be made available to any EA personnel at any time during normal business hours (i.e., during landfill operations).	Monthly/EA
b. The number and types of vehicles using the facility per day and per week.	Monthly/EA
c. Results of the hazardous waste load checking program, including the types and quantities of hazardous wastes, untreated medical wastes, and other prohibited wastes found in the waste stream and the operator's actions taken for disposition of those wastes.	Monthly/EA
d. Reports of all special or unusual occurrences (see condition 17.A.3.) and the operator's actions taken to respond to those occurrences. (Immediate notification of the EA is also required as indicated in Condition 17.A.3.)	Monthly/EA
e. Copies of all written complaints and complaints received on the hotline regarding this facility and the operator's actions taken to resolve these complaints. (Notification of the EA on the same day the complaint is received as indicated in Condition 17.A.4.)	Monthly/EA
f. Record of receipt of a violation from any regulatory agency. (Notification of the EA on the same day the violation is received is also required as well as the receipt of notification of complaints regarding the facility which have been received by other agencies as indicated in Condition 17.A.4.)	Monthly/EA
g. Results of the landfill gas monitoring and control program.	Monthly/EA
h. The result of the leachate monitoring, collection, treatment, and disposal program.	Quarterly/EA
i. Site Plan or topographical map showing all previously filled areas, current fill locations, proposed fill areas and remaining site capacity.	Annual (Due October 1)/EA
j. Site Plan or topographical map which indicates all soil stockpile areas, current fill locations and proposed stockpile areas and elevations.	Annual (Due October 1)/EA
k. Site Plan or topographical map which indicate all cuts into native material from the previous year to the present date.	Annual (Due October 1)/EA
The above three maps shall be drawn to scale no smaller than one inch = 200 feet unless otherwise approved by the EA.	
Wet weather preparedness report and winter operations plan.	Annual (Due October 1)/EA

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

7. Enforcement Agency (EA) Conditions:

A. Standard Requirements

1. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations (CCR).
2. The facility shall comply with all mitigation measures specified in any certified environmental documents that are within the authority of the EA and are contained in a mitigation monitoring and reporting program, pursuant to PRC, Section 21081.6.
3. The operator shall maintain a daily log of special or unusual occurrences. This log shall include, but is not limited to, fires, landslides, earthquake damage, unusual and sudden settlement, injury and property damage accidents, explosions, receipt or rejection of unpermitted wastes, flooding, operational shutdowns, and written complaints or inspections by other regulatory agencies. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. If there are no special occurrences for a given day, that day's entry shall read "none". The log shall be available to site personnel and the EA at all times. All entries made in this log must be reported to the EA immediately.
4. Notification to the EA on the same day for any written complaint received or any complaint received on the facility's hotline and any record of receipt of a violation from any regulatory agency.
5. The operator shall provide to the EA, within the time specified, any additional information concerning the design and operation of the facility.
6. The operator may not change the design or operation of the facility as described in the JTD without the approval of the EA, as provided at Title 27, Section 21620. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change in the design or operation of the facility without first submitting a written notice of the proposed change, in the form of an RFI amendment application, to the EA at least 180 days in advance of the planned implementation of the change.
7. The operator and/or owner shall notify the EA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the EA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision of this permit.
8. The site supervisor on duty shall have decision making authority to directly address nuisance issues and respond to complaints received from the community.
9. The spreading and compacting of waste shall be accomplished as rapidly as practicable, not to exceed 1 hour, unless otherwise approved by the EA.
10. Signs shall be posted in English and Spanish as required by the EA.
11. This permit is subject to review by the EA and may be suspended, revoked, or revised at any time for sufficient cause.
12. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
13. The EA reserves the right to require more stringent dust and odor measures and on-site and off-site litter controls if those measures in the JTD prove inadequate or ineffective.
14. A copy of this permit and current JTD, as amended, shall be maintained at the facility and shall be available at all times to facility personnel and the EA.

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

Enforcement Agency Conditions Continued:

B. Particular Requirements

1. Operational Controls shall be established to preclude the receipt and disposal of hazardous and prohibited wastes:
 - a. At all times when solid waste is being received, the operator shall maintain operational and properly calibrated radiation monitors at the scales to detect radioactive materials. Incidents of receipt of suspected radioactive materials, or warnings from the radiation monitoring equipment, shall be reported immediately to the County of Los Angeles Department of Public Health, Radiation Management Program, and the EA.
 - b. The operator shall conduct a Load Checking Program as described in the JTD, to identify and segregate for proper handling materials which the facility is not permitted to accept for disposal. Any changes in the Load Checking Program are considered amendments to the JTD and must be approved by the EA prior to implementation.
 - c. The Load Checking Program shall meet the following requirements:
 - (1) The minimum number of waste vehicle loads to be inspected daily at the facility is 1.5 loads per every 1,000 tons of waste received at the landfill. The operator shall do a minimum of 6 load checks on days where less than 4,000 tons are received. The operator shall inspect all waste vehicle loads if it has any reason to believe the loads may contain prohibited wastes. In all other cases, the operator shall select waste vehicles for inspection on a random basis.
 - (2) The EA may increase the required number of incoming waste load inspections if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety and the environment.
 - (3) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of the solid waste and other material. All working disposal areas shall be under continual visual inspection by facility personnel, such as spotters, equipment operators and supervisors, for evidence of hazardous materials and other prohibited wastes. Facility personnel performing the duties required by this waste load checking program shall be trained prior to assignment. The training must include, but is not limited to, how to recognize suspicious containers of hazardous waste and other prohibited wastes, the proper method of containment, and the reporting requirements of this program. Facility personnel are to be retrained on an annual basis and updated as needed. New employees shall be trained prior to assignment to the waste load checking program.
 - (4) The loads selected for inspection shall be unloaded in an area separate from the active working face. Any hazardous materials and other prohibited wastes found shall be set aside in a secure area for proper disposition.
 - (5) Incidents of unlawful disposal of illegal hazardous materials shall be reported immediately to the appropriate agencies as outlined in the JTD.
2. The use of Alternative Daily Cover (ADC) for use as daily cover shall be limited to materials as outlined in the JTD and as approved by the EA. Contaminated soils are prohibited for use as daily or intermediate cover.
3. Permitted Hours of Operation (The following provisions modify the hours of operation specified in Section 4.b.)
 - a. Saturday hours may be extended from 2:00 p.m. to 6:00 p.m. for receipt of solid waste and beneficial reuse materials when the operator determines the extended hours are needed to accommodate post-holiday disposal requirements. Holidays include local, federal and state holidays that are recognized by both the City and County of Los Angeles. Any such extensions shall be specified in the log of special or unusual occurrences.
 - b. Emergency operations, equipment repairs, and mitigation measures necessary to avoid environmental impacts, which can not be accomplished during the hours stated above, may be performed at any time with prior written approval of the EA.
 - c. The landfill entrance gates at San Fernando Road shall open at 5:00 a.m. on weekdays and 6:00 a.m. on Saturdays to allow the onsite queuing of vehicles.
 - d. No diesel vehicles located on the facility shall be started before 5:00 a.m.

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-2000

17. Enforcement Agency Conditions Continued:

B. Particular Requirements Continued

4. Permitted Maximum Tonnage (The following provisions modify the maximum tonnage specified in Section 4.c.)

The maximum daily tonnage of all materials that may be received at the facility, including municipal solid waste (MSW) for disposal and materials received for beneficial reuse and recycling is 12,100 tons. The maximum weekly tonnage that may be received at the facility is 66,000 tons of MSW for disposal and 6,600 tons of materials received for beneficial reuse and recycling, which together total 72,600 tons per week for all materials. These limits apply to all materials received at the facility, whether destined for disposal, beneficial use, or for the purpose of resource recovery, including materials which qualify as resource recovery. These maximum tonnage limits shall not be exceeded unless this permit is revised or a new permit is issued.

5. Permitted Maximum Elevation (The following provisions modify the maximum elevation specified in Section 4.e.)

The maximum elevation of 1,904 ft. (MSL) on portions within the County of Los Angeles boundary shall include the final cap and cover with the maximum elevation of MSW not exceeding 1,900 ft. (MSL). The maximum elevation of 2,004 ft. (MSL) on portions within the City of Los Angeles boundary shall include the final cap and cover with the maximum elevation of MSW not exceeding 2,000 ft. (MSL).

6. The Greenwaste/Woodwaste Processing Operation described in Volume II, Appendix E of the JTD, is an activity that the operator may not commence without a written request to the EA. The first request to implement this activity shall be limited to 220 tons per day. Upon additional requests for approval of the EA, increases for incoming greenwaste/woodwaste tonnage can be allowed by the EA, in writing, in phases up to a maximum of 800 tons per day. A change to the design or operation of the greenwaste/woodwaste processing activity from that described in the JTD will require a RFI amendment and may require a permit modification or revision and subsequent noticing.

7. Upon issuance, this permit will supersede in their entirety those certain solid waste facilities permits for Facility Nos. 19-AA-0853 and 19-AR-0002-2 (the "Pre-existing Permits"). If a court of competent jurisdiction enjoins the operation of this permit, or adjudges that this permit is void and has no force or effect or that the operator lacks the necessary approvals, entitlements and authorizations from the City of Los Angeles or the County of Los Angeles to conduct solid waste handling and disposal activities as a combined facility as contemplated under this permit, effectively returning the combined facility to its prior state of a City facility and a County facility, then these facilities shall be subject to the Pre-existing Permits as those Pre-existing Permits existed on the date when this permit superseded them and shall be immediately reinstated. If this permit is subsequently upheld, this permit will supersede the Pre-existing Permits in their entirety.

EXHIBIT O
SERVICE FEES FOR TRANSFER STATION SERVICES

Schedule A

City of LA Republic Transfer Station Pricing by Material and Destination

LOS ANGELES POST COLLECTION

Division	Name	Material	Description	Destination	Rate*
3886	Bel-Art	AA	MSW - Only available upon request	SCL	\$ 59.00
3887	AWT	AA	MSW - 125 TPD available to City	SCL	\$ 59.00
3894	ELA	AA	MSW - 50 TPD available to City	SCL	\$ 59.00
3897	Innovative	AA	MSW - 100 TPD available to City	SCL	\$ 59.00
4403	Compton	AA	MSW - 150 TPD available to City	SCL	\$ 59.00
4404	Falcon	AA	MSW - 400 TPD available to City	SCL	\$ 61.00
Only at AWT and Bel-Art - 100 TPD		FA	Yard Waste w/ Food Waste	CR&R Perris**	\$ 35.00
Cummulative		FA	Yard Waste w/ Food Waste	Recology**	\$ 50.00
Cummulative		FA	Yard Waste w/ Food Waste	RSG Facility	\$ 110.00
Only at Compton and Falcon - 100 TPD Cummulative		FS	Recyclables	RSG Facility	\$ 160.00
		AA	MSW	SERRF***	\$ 125.00

* Rates subject to contracted annual adjustment of WST per section 10.1.1.

**Transportation and slide rate only - City pays disposal directly to Destination facility.

***Disposal Rates for SERRF are quoted at posted gate rates and any increases in the posted rate are subject to immediate pass-through.

EXHIBIT P
SUNSHINE CANYON LANDFILL SPECIAL WASTE PRICING

**Schedule B
Sunshine Canyon Landfil
Special Waste Pricing***

Trux Code	Div #	Material Code	Material Description	UOM	City Pricing
XZ	5123	BJ	FOOD WASTE	TN	\$106.98
XZ	5123	CE	C&D - EARTH/DIRT/SOIL	TN	\$48.14
XZ	5123	FA	YARD WASTE/COMPOST	TN	\$99.16
XZ	5123	FM	BULK-BOAT/TRAILER/OTH	TN	Posted Gate Rate + Hard to Handle Fee
XZ	5123	FS	RECYCLABLES	TN	\$47.09
XZ	5123	VG	SW-CONT SOIL	TN	\$47.07
XZ	5123	VQ	SW-OFF SPEC MATERIAL	TN	\$62.30
XZ	5123	VS	SW-TIMBER/TREATED/OLD	TN	\$85.58
XZ	5123	WS	SW-EMPTY CONT/TANK/VES	TN	\$84.16
XZ	5123	XD	SW-FOOD WASTE	TN	\$85.58
XZ	5123	XG	SW-MEDICAL WASTE AUTO	TN	\$90.15
XZ	5123	XK	SW-PLANT TRASH	TN	\$53.25
XZ	5123	XL	SW-PLASTIC	TN	\$75.65
XZ	5123	XN	SW-SANDBLASTING MEDIA	TN	\$59.92
XZ	5123	XV	SW-CARBON	TN	\$86.02
XZ	5123	XW	SW-CLOTHING	TN	\$89.87
XZ	5123	XX	FOOD WASTE-DIVERTED	TN	\$106.98
XZ	5123	YA	SW-ASPHALT MATERIAL	LD	\$129.38
XZ	5123	YB	SW-CONST DEBRIS	TN	\$57.06

*Entire City Price subject to Water/Sewer/Trash index per section 10.1.1

EXHIBIT Q
ATL FEE PAYMENTS

Schedule C
Alternative to Landfilling Annual Payment

<i>Contract Year</i>	<i>2021-2022</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>	<i>2026-2027</i>	<i>2027-2028</i>
<i>ATL Fee</i>	\$200,000	\$200,000	\$500,000	\$1,000,000	\$1,000,000	\$1,500,000	\$2,250,000

CONTRACT NO. C- _____

SERVICE AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT
FOR
DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE
IN THE CITY OF LOS ANGELES



City of Los Angeles
Department of Public Works
LA Sanitation & Environment

Enrique C. Zaldivar, General Manager and Director
Alex E. Helou, Assistant Director

Solid Resources Support Services Division
Robert J. Potter, Division Manager

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND USA WASTE OF CALIFORNIA,
INC. DBA WASTE MANAGEMENT FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL
SOLID WASTE IN THE CITY OF LOS ANGELES

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EXHIBITS

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AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND USA WASTE OF CALIFORNIA, INC. DBA WASTE MANAGEMENT FOR DISPOSAL SERVICES FOR RESIDUAL MUNICIPAL SOLID WASTE IN THE CITY OF LOS ANGELES

This AGREEMENT, 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 called the "CITY", and USA Waste of California, Inc. dba Waste Management hereinafter referred to as the "CONTRACTOR "; is set forth as follows:

WITNESSETH

WHEREAS, the CITY is responsible for the collection of the municipal solid waste (MSW) from six (6) WASTESHEDS: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor; and

WHEREAS, the CITY is committed to collect, recycle, and dispose of municipal solid waste generated by approximately 750,000 households in the CITY including single-family residences and small apartment complexes (4 units or less); and

WHEREAS, pursuant to the provision of the California Integrated Solid Waste Management Act, the CITY was mandated to divert 50% of all solid waste from landfill facilities by the year 2000, and the CITY has set a landfill diversion goal of 90% by the

year 2025, 95% by 2035, and 100% by 2050 through source reduction, recycling and composting; and

WHEREAS, the CITY'S existing contract with Republic Services (C-93688) for Municipal Solid Waste DISPOSAL SERVICES expires on June 30, 2021; and

WHEREAS, on May 23, 2018 the Board of Public Works authorized the Bureau of Sanitation also known as LA Sanitation and Environment (LASAN) to distribute a Request for Proposals for the Transfer, Processing and/or DISPOSAL SERVICES for Residual Municipal Solid Waste (MSW) in the City of Los Angeles and to select and negotiate contract(s) with qualified proposers; and

WHEREAS, on May 16, 2019 LASAN received six proposals in response to the Request for Proposals; and

WHEREAS, the CONTRACTOR was deemed qualified, with the experience, and expertise to perform said services as determined by CITY staff based on the evaluation criteria set forth in the Request for Proposals; and

WHEREAS, the CITY and the CONTRACTOR have negotiated this AGREEMENT in good faith; and

WHEREAS, the CONTRACTOR owns and operates the El Sobrante Landfill and Recycling Center located at 10910 Dawson Canyon Road, Corona, California 92883, for which the CONTRACTOR has a landfill operating agreement with Riverside County as a public-private partnership titled First Amended And Restated Second El Sobrante Landfill Agreement, A Public-Private Project Between County Of Riverside And USA Waste Of California, Inc. ("Second El Sobrante Landfill Agreement"); and

WHEREAS, the CONTRACTOR or one of its affiliates owns and operates the Simi Valley Landfill and Recycling Center, located at 2801 North Madera Road, Simi Valley, California 93605, the Lancaster Landfill and Recycling Center, located at 600 East Avenue F, Lancaster, California 93535, the Antelope Valley Recycling & Disposal Facility, located at 1200 West City Ranch Road, Palmdale, California 93550, the Azusa Landfill, located at 1121 West Gladstone Street, Azusa, California 91702, Downtown Diversion located at 2424 East Olympic Boulevard, Los Angeles, CA 90021 East Valley Diversion located at 11616 Sheldon Street, Sun Valley, CA 91352, the Mission Road Waste Transfer Station, located at 840 South Mission Road, Los Angeles, California 90023, the Carson Transfer Station, located at 321 West Francisco Street, Carson, California 90745, the WM South Gate Transfer Station, located at 4489 Ardine Street, South Gate, California 90280 and the Sun Valley Recycling Park, located at 9081 Tujunga Avenue, Sun Valley, California 91352.

WHEREAS, the CONTRACTOR meets all Federal, State, and Local requirements to perform DISPOSAL AND TRANSFER SERVICES of RESIDUAL MSW; and

WHEREAS, the CONTRACTOR has the expertise and capability to provide the services and rights provided in this AGREEMENT; and

WHEREAS, the CITY plans to utilize the CONTRACTOR to provide services for the acceptance and disposal of RESIDUAL MSW collected by the City for the term of the agreement;

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:

ARTICLE 1 – CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this CONTRACT shall be construed according to its fair meaning and not strictly for or against CITY or CONTRACTOR. The word "CONTRACTOR" means USA Waste of California, INC., dba Waste Management. The singular shall include the plural and if there is more than one CONTRACTOR, unless expressly stated otherwise, their obligations and liabilities 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; each shall have the meaning set forth opposite the same:

AGREEMENT/CONTRACT	This agreement, including all Attachments and Exhibits appended hereto, between the CITY and CONTRACTOR.
APPLICABLE LAW	All statutes, rules, regulations, ordinances, judgments, decrees, permits, orders, approvals or requirements of the United States, State of California, CITY, County of Los Angeles, and all regional, county, and local government authorities and agencies having applicable jurisdiction, that apply to or govern the facilities (LANDFILL and CONTRACTOR'S FACILITIES) 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 WEIGHT TICKETS	Weight tickets issued by CONTRACTOR from a Weigh Station using certified scales indicating the GROSS WEIGHT and TARE WEIGHT of the vehicle or container, and the net weight of the material.
CHANGE IN LAW	<p>The occurrence of any event or change in APPLICABLE LAW specifically set forth below:</p> <p>(a) The adoption, promulgation, modification, or change in APPLICABLE LAW; or</p> <p>(b) Any order or judgment of any federal, state or local court, administrative agency or governmental body, if:</p> <p>(i) Such order or judgment is not also the result of the willful misconduct or gross negligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; and</p> <p>(ii) The party relying thereon, unless excused in writing</p>

from so doing by the other party, shall take or have taken, or shall cause or have caused to be taken, all reasonable action in good faith to contest such order or judgment (it being understood that the contesting in good faith of such an order or judgment shall not constitute or be construed as a willful misconduct or grossly negligent action of such party); or

(c) The imposition by a governmental authority or agency of any new or different material conditions in connection with the issuance, renewal, or modification of any PERMIT to the extent that such occurrence is not the result of willful misconduct or gross negligence of the party relying thereon or of any third party for whom the party relying thereon is directly responsible; or

(d) The substantial delay in or failure of a governmental authority or agency to issue any PERMIT, or the suspension or termination of, any PERMIT, provided such substantial delay or failure to issue or the suspension or termination of any PERMIT is not the result of willful misconduct or gross negligence of the party relying

	<p>thereon or any third party for whom the party relying thereon is directly responsible.</p>
<p>CITY</p>	<p>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 in manners concerning this AGREEMENT.</p>
<p>CITY PROJECT MANAGER</p>	<p>Designated representative of the CITY for routine administrative and operational issues related to this AGREEMENT.</p>

CLARTS	Central Los Angeles Recycling and Transfer Station owned and operated by the CITY.
CONTRACTOR	USA Waste Of California, Inc., INC. dba Waste Management.
CONTRACTOR FACILITIES	<p>Landfills and Transfer Stations that are permitted for the disposal and or processing of WASTE MATERIALS, with which CONTRACTOR will provide to the CITY, as provided in this AGREEMENT:</p> <p>Antelope Valley Landfill (1200 W. City Ranch Road, Palmdale, CA 93551)</p> <p>Azusa Land Reclamation Co. Landfill (1211 W. Gladstone St., Azusa, CA 91702)</p> <p>El-Sobrante Landfill located at (10910 Dawson Canyon Road, Corona, California 92883.</p> <p>Lancaster Landfill and Recycling Center (600 E. Avenue F, Lancaster, CA 93535)</p> <p>Simi Valley Landfill and Recycling Center (2801 N. Madera</p>

	<p>Road, Simi Valley, CA 93065)</p> <p>Mission Road Transfer Station (840 S. Mission Road, CA 90023)</p> <p>Carson Transfer Station (321 W. Francisco Street, CA 90745)</p> <p>Downtown Diversion (2424 East Olympic Boulevard, Los Angeles, CA 90021)</p> <p>East Valley Diversion (11616 Sheldon Street, Sun Valley, CA 91352)</p> <p>Sun Valley Recycling Park MRF and Transfer Station (9081 Tujunga Avenue, Sun Valley, CA 91352)</p> <p>South Gate Transfer Station (4489 Ardine Street, South Gate, CA 90280)</p>
<p>CONTRACTOR PROJECT MANAGER</p>	<p>Designated representative of the CONTRACTOR for routine administrative and operational issues related to this AGREEMENT.</p>
<p>CONSTRUCTION AND DEMOLITION MATERIAL (C&D)</p>	<p>Solid Waste generated, produced or discarded during construction activities consisting of but not limited to asphalt, concrete, Portland cement, brick, lumber,</p>

	<p>wallboard, roofing material, ceramic tile, pipe, glass, carpet, associate packing, etc. CONSTRUCTION AND DEMOLITION MATERIAL shall not include UNPERMITTED WASTE.</p>
DEAD ANIMAL	<p>The carcass of any animal that is collected by the LASAN's Dead Animal Recovery program.</p>
DIRECT COSTS	<p>The sum of costs and expenses for: (i) labor directly related to the performance, management or supervision of any obligation pursuant to the terms hereof, including without limitation compensation and fringe benefits, including vacation, sick leave, holidays, retirement, Workers Compensation Insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus (ii) materials, tools, equipment, services, direct rental costs and supplies purchased by such party, plus (iii) travel and subsistence, plus (iv) the reasonable costs of any payments to subcontractors necessary to and in connection with the performance of such obligation,</p>

<p>DISPOSAL AND TRANSFER SERVICES</p> <p>EXECUTION DATE</p>	<p>plus (v) any other cost or expense incurred by the party which is directly or normally associated with the task performed by the party.</p> <p>Services provided by CONTRACTOR for WASTE MATERIALS delivered by LASAN or its TRANSPORTERS pursuant to this AGREEMENT.</p> <p>Date on which the CONTRACT is attested by the City Clerk.</p>
<p>FOOD WASTE</p>	<p>Source separated compostable organics, excluding Green Waste, that will readily decompose and/or putrefy, including, but not limited to: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) fruit waste, grain waste, dairy waste, meat, and fish waste; and (iv) vegetable trimmings and other compostable organic waste common to the occupancy of residential premises. Source separated</p>

	<p>FOOD WASTE may include de minimis amounts of GREEN WASTE. Source separated FOOD WASTE does not include UNPERMITTED WASTE.</p>
<p>GROSS WEIGHT</p>	<p>Weight of the vehicle including any loaded materials.</p>
<p>HAZARDOUS WASTE</p>	<p>Any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances," "hazardous materials," "Hazardous Wastes," "acutely Hazardous Waste," "extremely Hazardous Waste," "toxic waste," "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 et seq.(CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) the California Health and Safety Code §§25110.02,</p>

	<p>25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other special waste, hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other APPLICABLE LAW, including, without limitation, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.</p>
<p>HOLIDAY</p>	<p>New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving, Christmas and other holidays officially designated and observed by the CITY on which the CITY does not collect CITY waste.</p>
<p>HOUSEHOLD HAZARDOUS WASTE (HHW)</p>	<p>Those wastes resulting from products purchased by the general public for household use which, because of their quantity, concentration, or physical, chemical, or infectious</p>

<p>INERT MATERIAL</p>	<p>characteristics, may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed.</p> <p>Clean dirt, clean asphalt, clean concrete, or mixed inert debris material consisting mainly of asphalt, pavement, concrete, dirt, sand and/or combination of these materials, and may include rebar and/or wire mesh. INERT MATERIAL does not include UNPERMITTED WASTE.</p>
<p>LANDFILL</p>	<p>The Permitted Solid Waste facility that accepts solid waste for land disposal. CONTRACTOR'S landfill is the El-Sobrante Landfill located at 10910 Dawson Canyon Road, Corona, California 92883.</p>

<p>LASAN</p>	<p>Los Angeles Sanitation & Environment, which is the Bureau of Sanitation of the Department of Public Works of the CITY.</p>
<p>MBE/WBE/SBE/EBE/DVBE/OBE</p>	<p>Minority/Women/Small/Emerging/Disabled Veteran/Other Business Enterprises.</p>
<p>MUNICIPAL SOLID WASTE (MSW)</p>	<p>All discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, industrial waste and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste does not include HAZARDOUS WASTE, HOUSEHOLD HAZARDOUS WASTE or UNPERMITTED WASTE.</p>
<p>NET WEIGHT</p>	<p>The difference between the GROSS WEIGHT of vehicle and material, and the TARE WEIGHT of the vehicle.</p>

<p>OPERATING DAY</p>	<p>Any CALENDAR DAY for which the CONTRACTOR is obligated, pursuant to this AGREEMENT, to transfer, process, or dispose of WASTE MATERIALS.</p>
<p>PERMITS</p>	<p>All Federal, State of California, local or any other pertinent governmental unit, permits, orders, licenses, and approvals required by APPLICABLE LAW (including but not limited to California Environmental Quality Act) for the modifications, operations and maintenance of the CONTRACTOR'S FACILITIES.</p>
<p>RESIDUAL MUNICIPAL SOLID WASTE (RESIDUAL MSW)</p>	<p>MSW collected by LASAN and/or delivered by specified TRANSPORTERS for the CITY as set forth on Exhibit XX and excluding source separated FOOD WASTE, INERT MATERIALS, CONSTRUCTION AND DEMOLITION MATERIALS, HOUSEHOLD HAZARDOUS WASTE, UNPERMITTED WASTE, and any material recovered or separated at the point of generation for the purpose of marketing, selling, or otherwise diverting such materials from disposal for by reuse, recycling, and/or conversion</p>

	technologies as allowed by APPLICABLE LAW.
SERVICE FEE	Fee paid by CITY to the CONTRACTOR for DISPOSAL AND TRANSFER SERVICES, as applicable, for RESIDUAL MSW, INERT MATERIALS, CONSTRUCTION AND DEMOLITION MATERIALS, DEAD ANIMALS, and Source Separated FOOD WASTE pursuant to this AGREEMENT.
SUBCONTRACTOR	An individual or company having an agreement with CONTRACTOR to provide services, equipment, or materials to CONTRACTOR.
TARE WEIGHT	Weight of an empty vehicle, transfer vehicle or container.
TON	Unit of measure equal to 2,000 pounds.
TPD	Tons per day.
TRANSPORTER	An individual or company having an agreement with CITY to provide transportation services for CITY and authorized in accordance with this AGREEMENT by CITY to deliver

UNPERMITTED WASTE	<p>WASTE MATERIALS to the CONTRACTOR’S FACILITIES).</p> <p>Material that (a) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by APPLICABLE LAW; (b) is or contains regulated HAZARDOUS WASTE; (c) is or contains any special waste, infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or toxic substances, as defined pursuant to or listed or regulated under APPLICABLE LAW; (d) tires, automobiles, boats, boat trailers, or any parts thereof, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”).</p>
WASTE MATERIALS	<p>RESIDUAL MSW, source separated FOOD WASTE, CONSTRUCTION AND DEMOLITION WASTE or INERT</p>

	<p>MATERIAL delivered by LASAN or its TRANSPORTERS to the facilities pursuant to this AGREEMENT. WASTE MATERIALS do not include UNPERMITTED WASTE.</p>
WASTESHED	<p>Geographic area defined by the CITY within CITY limits that generates solid waste.</p>
WEIGH STATION	<p>A weigh station is maintained in compliance with the weight and measure laws in the California Business and Professions Code.</p>

ARTICLE 3 – PROJECT DESCRIPTION

The CITY collects RESIDUAL MSW from the CITY'S residential curbside collection program from six (6) designated WASTESHEDS: West Valley, East Valley, West Los Angeles, North Central, South Los Angeles, and Harbor. The collected material is either directly hauled to a solid waste disposal site or transferred through transfer stations to solid waste disposal sites. The CITY owns and operates the Central Los Angeles Recycling and Transfer Station (CLARTS) located on 2201 E. Washington Blvd. Los Angeles, CA 90021 from where it transfers RESIDUAL MSW to solid waste disposal sites.

CONTRACTOR has identified El Sobrante Landfill as the primary landfill for disposal of RESIDUAL MSW by CITY pursuant to this AGREEMENT. CONTRACTOR has also identified other landfills and transfer stations for DISPOSAL AND TRANSFER SERVICES of WASTE MATERIALS, as applicable, for use by the CITY on an as-needed basis, including in the event of adverse conditions at the LANDFILL, or at other solid waste facilities under contract with the CITY.

The CITY is also allowed to dispose of DEAD ANIMALS at the LANDFILL, and INERT MATERIAL and CONSTRUCTION AND DEMOLITION MATERIAL at Downtown Diversion, East Valley Diversion, and Carson Transfer Station under this AGREEMENT, and source separated FOOD WASTE at Sun Valley Recycling Park.

ARTICLE 4 – RESPONSIBILITIES OF AND SERVICES TO BE PERFORMED

BY THE CONTRACTOR

4.1 Acceptance of WASTE MATERIALS

4.1.1 Hours of Operation

CONTRACTOR shall accept deliveries of WASTE MATERIALS at the CONTRACTOR'S FACILITIES, as specified in this AGREEMENT, during normal operating hours as set forth in Exhibit R. For any week in which a HOLIDAY occurs on Monday through Friday, CONTRACTOR shall accept such WASTE MATERIAL on the Saturday of that week or the next OPERATING DAY during each of their normal operating hours set forth in Exhibit R. LASAN will not deliver WASTE MATERIALS to the facilities on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

LASAN may request that any of the CONTRACTOR'S FACILITIES remain open to accept deliveries at times other than those delineated above. CONTRACTOR shall use reasonable business efforts to comply with such CITY requests provided CONTRACTOR may do so in accordance with PERMITS and APPLICABLE LAW. CITY will reimburse CONTRACTOR for any DIRECT COSTS incurred by the CONTRACTOR to comply with these CITY requests, in addition to the SERVICE FEE.

4.1.2 Access

CONTRACTOR grants CITY'S LASAN and its TRANSPORTERS a non-exclusive license to enter each of the CONTRACTOR'S FACILITIES during normal operating hours only for the sole purpose of delivering WASTE MATERIALS to such facility at an area designated by the facility and in the manner directed by the facility.

CITY agrees to comply with, and to cause its TRANSPORTERS to comply with, all rules and regulations of each of the facilities, including those relating to the use and operation of each of the facilities and the conduct of persons on the premises of each of the facility, as the same may be amended by the facility from time to time, which are provided in writing to the CITY. The facility may reject LASAN'S or its TRANSPORTER'S entry into the facility in the event of their failure to follow the facility rules and regulations that are provided to the CITY in writing.

In addition, CONTRACTOR shall provide LASAN or its TRANSPORTERS access to four (4) tippers and one (1) spare tipper in the event of breakdown to adequately accommodate tipper trailer vehicles delivering RESIDUAL MSW to the LANDFILL.

4.1.3 Daily RESIDUAL MSW deliveries

- a) The CITY shall deliver, as specified in 4.1.1, all of the RESIDUAL MSW collected in the North Central WASTESHED to the LANDFILL for disposal.
- b) On every OPERATING DAY, the CONTRACTOR shall receive and accept at the LANDFILL deliveries by CITY delivered by the CITY and/or its TRANSPORTERS in accordance with this AGREEMENT, provided, however, the CONTRACTOR will use reasonable business efforts to accept at the LANDFILL deliveries of RESIDUAL MSW in excess of each OPERATING DAYy capacity to the extent the LANDFILL has capacity and ability to accept and dispose of such excess deliveries, in accordance with PERMITS and APPLICABLE LAW.
- c) The CITY shall not be in default of this CONTRACT, nor in violation of its obligation to this AGREEMENT , if the amount of waste delivered to the LANDFILL declines in volume when the reduction in volume is attributed to the CITY'S use of any other facility or facilities which transforms, converts or reuses the waste through the use of the following processes, including, but not limited to, pyrolysis, anaerobic digestion, composting, gasification, and incineration (thermal recycling) or a facility or facilities which otherwise diverts the waste from disposal at a landfill or CONTRACTOR'S inability to accept waste deliveries from the CITY or on any day when the turnaround time for CITY vehicles consistently fails to

meet the requirements of section 4.3. The CITY must give the CONTRACTOR two months' notice of its intent to send waste to such a facility or facilities if the diversion is intended to last more than three months.

- d) If the CITY chooses to divert RESIDUAL MSW through a recycling facility, any RESIDUAL MSW that is required to be disposed of at a landfill may be disposed of at the LANDFILL at the CITY'S rate. This requirement shall not apply to curbside separated recycling as structured now or modified in the future.
- e) CONTRACTOR may, in its reasonable business discretion, receive and accept WASTE MATERIALS delivered by LASAN and its TRANSPORTER in accordance with this AGREEMENT at the CONTRACTOR'S FACILITIES on an "as-needed" basis, provided further that CONTRACTOR may do so in accordance with PERMITS and APPLICABLE LAW, depending on availability of capacity, adequate personnel and equipment to handle the anticipated volumes and/or tonnage. These facilities will be made available to the CITY at the rates stipulated in Section 11.1.1.

4.1.4 DEAD ANIMALS

CONTRACTOR shall accept delivery of LASAN-collected DEAD ANIMALS at the LANDFILL for disposal. On an as-needed basis, LASAN may deliver DEAD ANIMALS in accordance with this AGREEMENT to the LANDFILL for disposal

between the hours of 9:00 PM to 5:00 AM (off peak hours) Monday through Friday at the rates set forth in Section 11.1.1. LASAN shall notify the CONTRACTOR'S scale house as soon as practicable that the load contains DEAD ANIMALS to facilitate immediate burial.

4.1.5 INERT MATERIAL and CONSTRUCTION AND DEMOLITION MATERIAL

On an as-needed basis, LASAN and its TRANSPORTERS may deliver INERT MATERIAL and CONSTRUCTION AND DEMOLITION MATERIAL in accordance with this AGREEMENT to Downtown Diversion, East Valley Diversion, and Carson Transfer Station for processing and recycling during normal operating hours as set forth in Exhibit XX at the rates set forth in Section 11.1.1.

4.1.6 Source Separated FOOD WASTE

On an as-needed basis, LASAN and its TRANSPORTERS may deliver source separated FOOD WASTE to Sun Valley Recycling Park in accordance with this AGREEMENT for processing for beneficial use during normal operating hours as set forth in Exhibit XX at the rates set forth in Section 11.1.1.

4.1.7 Adverse Conditions

CONTRACTOR and CITY contemplate that adverse conditions may occur during the term of this AGREEMENT resulting in the temporary closure of the LANDFILL, and agree to the remedies as follows:

4.1.7.1 Temporary Closure of CONTRACTOR'S LANDFILL

(a) In the event of a temporary closure of the LANDFILL LASAN and CONTRACTOR will first meet and confer in good-faith to discuss possible resolutions for delivery of the RESIDUAL MSW that would have otherwise been delivered to the LANDFILL by CITY pursuant to this AGREEMENT. If CITY and CONTRACTOR are unable to agree to a resolution for whatever reason, CONTRACTOR will accept and CITY shall deliver RESIDUAL MSW collected and delivered by LASAN and its TRANSPORTERS in accordance with this AGREEMENT to any of the other CONTRACTOR'S FACILITIES at the then-applicable SERVICE FEE for the particular facility.

(b) However, if the temporary closure of LANDFILL is due to the sole negligence or willful misconduct of CONTRACTOR, then for a maximum period of 180 OPERATING DAYS: (i) CONTRACTOR shall charge and CITY shall pay for such services at any of the other CONTRACTOR'S FACILITIES at the then-applicable LANDFILL SERVICE FEE; and (ii) CONTRACTOR shall reimburse CITY for its incremental increased DIRECT COSTS caused by such temporary

closure provided such increased DIRECT COSTS are supported by adequate documentation and agreed upon by both parties..

4.1.7.2 Temporary Use of Third-party Facilities

In the event CONTRACTOR cannot accommodate a portion of the CITY RESIDUAL MSW as provided in Article 4.1.3.a at its facilities due to the temporary closure of LANDFILL then CITY may deliver to other third-party transfer stations and/or disposal facilities in the County of Los Angeles.

In the event the temporary closure of LANDFILL is caused by the sole negligence or willful misconduct of CONTRACTOR, then for a maximum period of 180 OPERATING DAYS, CONTRACTOR shall compensate the CITY for the incremental increase, if any, in tip fees, hauling costs, overtime costs, and other operational expenses incurred in CITY's use of such third-party transfer stations or disposal facilities during the temporary closure as compared with use of the CONTRACTOR'S facilities.

CITY's request for reimbursement for the incremental increased DIRECT COSTS diversion shall be supported with adequate documentation and shall be agreed upon by both parties. CONTRACTOR shall provide a credit to CITY for such agreed-upon incremental DIRECT COSTS.

4.1.7.3 Adjustment of CITY RESIDUAL MSW During Adverse Conditions

CITY shall not be obligated to deliver the applicable daily CITY RESIDUAL MSW as set forth in this AGREEMENT I during adverse conditions described in Section 4.1.8.

4.1.7.4 Temporary Closure of CITY'S other contracted Disposal facilities.

During adverse conditions at the CITY'S other contracted disposal facilities, the CITY may deliver additional RESIDUAL MSW to the LANDFILL provided that there is sufficient capacity at the LANDFILL. The CITY or other transfer stations as designated, and its designated TRANSPORTERS, shall deliver the material dispose of it at the LANDFILL.

Notwithstanding anything to the contrary in the provisions of this Article 4, CITY shall have the right, in its sole discretion, to enter into agreements for landfill disposal capacity for RESIDUAL MSW collected by the CITY without consultation or participation with the CONTRACTOR.

4.2 Monitoring of Waste/Exclusion of UNPERMITTED WASTE

4.2.1 Responsibilities

The CONTRACTOR'S FACILITIES shall not be used for the handling, transportation, storage, or disposal of UNPERMITTED WASTE. Neither the CONTRACTOR nor the CITY shall allow or knowingly permit the delivery of UNPERMITTED WASTE to CONTRACTOR'S FACILITIES.

In accordance with PERMITS and APPLICABLE LAW, the CONTRACTOR shall diligently monitor deliveries of RESIDUAL MSW to mitigate the potential of an inadvertent delivery of UNPERMITTED WASTE to the CONTRACTOR'S FACILITIES. Copies of current procedures and protocols are included in **Exhibit N**. CITY agrees to comply with and to cause its approved TRANSPORTERS to comply with all such procedures and protocols at the CONTRACTOR'S FACILITIES Load Check Program, as they are currently written and as they may be modified in the future. CONTRACTOR shall provide the CITY with prompt written notification of any changes in such procedures and protocols, but in no event shall such notice be later than thirty (30) CALENDAR DAYS from such change.

If CONTRACTOR discovers that UNPERMITTED WASTE has been delivered to the CONTRACTOR'S FACILITIES by the LASAN or its TRANSPORTERS, CONTRACTOR shall promptly contact the CITY PROJECT MANAGER by telephone, and provide written notice to the CITY and to other appropriate governmental authorities. Prompt notification by telephone shall be made within twenty-four hours from

the discovery of UNPERMITTED WASTE. Written notice which shall include electronic mail notification shall be transmitted within two (2) CALENDAR DAYS from the discovery of UNPERMITTED WASTE. In as expeditious manner as possible and to the extent required by APPLICABLE LAW, CONTRACTOR shall clean-up and/or remove the UNPERMITTED WASTE from the CONTRACTOR'S FACILITY, transport, and dispose of such waste at an appropriate facility permitted to handle such UNPERMITTED WASTE in accordance with APPLICABLE LAW.

CONTRACTOR and CITY acknowledge that RESIDUAL MSW may contain incidental small quantities of HOUSEHOLD HAZARDOUS WASTE, and, as such, shall not be construed as UNPERMITTED WASTE. Furthermore, the CONTRACTOR shall not be obligated to clean-up, remove, transport, or dispose of such HOUSEHOLD HAZARDOUS WASTE in the same manner as UNPERMITTED WASTE. CITY shall ensure that Federal, State, and local standards are met concerning the exclusion of UNPERMITTED WASTE at those transfer stations designated to delivery RESIDUAL MSW to the facilities.

4.2.2 Costs and Liabilities

CONTRACTOR shall pay all the costs incurred in monitoring UNPERMITTED WASTE pursuant to Section 4.1.3. at the facilities. This AGREEMENT creates no obligation on CONTRACTOR to accept or dispose of any UNPERMITTED WASTE.

CONTRACTOR has the right in its sole discretion to reject delivery of any waste that does not constitute RESIDUAL MSW or contains UNPERMITTED WASTE.

CONTRACTOR may reject, in whole or in part, any load containing any portion of UNPERMITTED WASTE.

Subject to CITY review and approval, which shall not be unreasonably withheld, CITY shall reimburse the DIRECT COSTS of cleaning up, removing, transporting, and disposing UNPERMITTED WASTE delivered to the LANDFILL, with proper supporting documentation, and any fines and penalties assessed against CONTRACTOR, provided the CONTRACTOR is able to demonstrate that the CITY delivered such UNPERMITTED WASTE. CITY shall not reimburse the CONTRACTOR for, nor hold harmless, indemnify, nor defend the CONTRACTOR against any claims, demands, suits, damages, penalties, charges, judgments, liabilities, or losses of any kind, to the extent resulting from any negligent acts or omissions of the CONTRACTOR which relate to the management of UNPERMITTED WASTE.

4.3 Truck Turnaround Time and Queuing

CONTRACTOR shall ensure that CITY vehicles have reasonable access to the LANDFILL and the WEIGH STATION. CONTRACTOR shall use its commercially reasonable efforts to enable the turnaround time for CITY vehicles entering the LANDFILL, including but not limited to waiting in line, weighing loads, dumping loads, and leaving the LANDFILL,

to be no longer than forty-five (45) minutes. CITY acknowledges that CONTRACTOR does not operate or control the scale house at the LANDFILL. The parties hereto acknowledge that despite such efforts by the CONTRACTOR, during peak arrival times at the LANDFILL during each OPERATING DAY such turnaround times may exceed forty-five (45) minutes.

4.4 Staffing

CONTRACTOR shall employ sufficient staff to operate, maintain, and manage CONTRACTOR'S FACILITIES in accordance with generally accepted practices in the solid waste management industry, and to perform its obligations under this AGREEMENT, which shall include, without limitation, operating and maintaining all equipment, machinery, buildings, providing reasonable security, and disposing of RESIDUAL MSW and other WASTE MATERIALS.

Additionally, in accordance with the Second El Sobrante Landfill Agreement, Riverside County personnel operate the scale house for the LANDFILL and perform the obligations under this AGREEMENT that pertain to weighing of trucks and performing load check activities. CONTRACTOR will secure tonnage reports from Riverside County for the purpose of billing the CITY as defined in ARTICLE 10.

4.5 Operation and Maintenance of the CONTRACTOR'S FACILITIES

CONTRACTOR shall transfer, process, and dispose, as applicable, all WASTE MATERIALS delivered by CITY'S LASAN or its TRANSPORTER pursuant to this AGREEMENT to CONTRACTOR'S FACILITIES. Neither CONTRACTOR nor CITY shall have any liability under this AGREEMENT to pay for, use or provide DISPOSAL AND TRANSFER SERVICES at the CONTRACTOR'S FACILITIES when such facilities are no longer operating and permitted to accept solid waste for transfer, processing, recycling and/or disposal of RESIDUAL MSW, source separated FOOD WASTE, CONSTRUCTION AND DEMOLITION WASTE or INERT MATERIAL.

CONTRACTOR shall pay for all the costs incurred in operating and maintaining the CONTRACTOR'S FACILITIES in order to provide DISPOSAL AND TRANSFER SERVICES of WASTE MATERIALS, as applicable, in accordance with this AGREEMENT. Such costs shall include, without limitation, labor, materials, utilities, maintenance services, equipment replacement, insurance, taxes, rents, lease payments, daily cover, closure, and post closure monitoring and maintenance, and performance bonds. Except as otherwise provided in this AGREEMENT the CITY's sole payment obligation will be to pay the SERVICE FEE in accordance with ARTICLE 11 for WASTE MATERIALS delivered by CITY's LASAN in accordance with this AGREEMENT.

CONTRACTOR shall operate and maintain CONTRACTOR'S FACILITIES in substantial compliance with all PERMITS at the facilities and APPLICABLE LAW. CONTRACTOR shall notify the CITY, in writing, of any citation, together with a copy of such citation, received by the CONTRACTOR for a violation of any APPLICABLE LAW or PERMIT that would subject any person or entity, if convicted of such violation, to imprisonment or a fine of \$1,000 or more. Such notice to the CITY shall be made within five (5) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.6 Workplace Safety Requirements

CONTRACTOR shall provide all workers and the public protection from all safety hazards through its Occupational Safety and Health programs. CONTRACTOR shall be responsible for abiding by APPLICABLE LAWS regarding workplace health and safety. The CONTRACTOR shall provide the CITY access to or printed copies of such health and safety programs and records, upon the CITY'S request. CONTRACTOR shall notify the CITY, in writing, of any serious citation, together with a copy of such citation, received by the CONTRACTOR for any facility for which CITY WASTE MATERIALS are delivered. Such notice to the CITY shall be made within two (2) OPERATING DAYS of the CONTRACTOR'S receipt of such citation.

4.7 Weighing Records

4.7.1 Measurement Devices and Procedures

CONTRACTOR shall operate and maintain a WEIGH STATION at the CONTRACTOR'S FACILITIES in accordance with APPLICABLE LAW except for the scale house at LANDFILL which is operated and maintained by Riverside County. CONTRACTOR shall weigh LASAN's and its TRANSPORTER'S vehicles on such WEIGH STATION and record the GROSS WEIGHT and TARE WEIGHT of these vehicles transporting WASTE MATERIALS to the facilities except at the LANDFILL where that these measurements will be recorded and maintained by Riverside County in accordance with the Second El Sobrante Landfill Agreement.

4.7.2 Estimates during Incapacitation

If any of the WEIGH STATIONS is incapacitated or being tested, all CITY vehicles transporting RESIDUAL MSW shall be weighed using the remaining operating WEIGH STATIONS.

If all the WEIGH STATIONS are incapacitated or being tested, the weights obtained at CLARTS shall be used and shall be the basis for weight records during the outage of the CONTRACTOR's scales. It is the responsibility of the CONTRACTOR to minimize the time the WEIGH STATIONS are out of service.

4.7.3 Weight Records

CONTRACTOR shall maintain all daily records pertaining to the disposal of RESIDUAL MSW and WASTE MATERIALS for a period of at least seven (7) years

at LANDFILL and other CONTRACTOR'S FACILITIES. CONTRACTOR shall provide written notice to the CITY prior to destroying such records, to give the CITY the option of receiving copies of these records. CONTRACTOR shall provide printed copies of such records to the CITY, upon the CITY'S request at CITY's cost and expense. The obligations of the CONTRACTOR in this Section 4.7.3 shall survive the termination of this AGREEMENT.

The records shall indicate the date and time of arrival or departure of each vehicle transporting RESIDUAL MSW and WASTE MATERIALS with appropriate identification of each vehicle, the GROSS WEIGHT and TARE WEIGHT of each vehicle.

All weight records shall be made available for review by the CITY during normal hours of operation. CONTRACTOR shall, on a bi-weekly basis, submit with the bi-weekly invoice a report containing the weights of RESIDUAL MSW and WASTE MATERIALS delivered for that bi-weekly period to the CONTRACTOR'S FACILITIES.

4.7.4 Testing of WEIGH STATIONS

CONTRACTOR shall test and calibrate, as necessary, all WEIGH STATIONS at the CONTRACTOR'S FACILITIES | in accordance with APPLICABLE LAW. The

CONTRACTOR shall provide the CITY with a copy of test results upon CITY's request.

CITY shall have the right to request, in writing, not more than four (4) times per year, a test of any or all of the WEIGH STATIONS at the LANDFILL. CONTRACTOR shall test the WEIGHT STATIONS within a reasonable time of the CITY'S request. If upon conclusion of testing requested by the CITY, the results indicate that the WEIGH STATIONS met the requirements of APPLICABLE LAW, the CITY will, subject to supporting documentation, reimburse CONTRACTOR the DIRECT COSTS of such tests.

If, upon conclusion of the CITY's requested test, the results indicate that the WEIGH STATIONS did not meet the requirements of APPLICABLE LAW, then all SERVICE FEES paid shall be adjusted and corrected consistent with the results of such tests and proper cost substantiation, retroactive from the date of such request.

4.7.5 City Representative to Monitor Compliance

CITY shall have the right, at its sole cost and expense, to station its representative(s) at any WEIGH STATIONS, or the scale house, upon notification to and approval from Riverside County, to monitor compliance with the provisions of this AGREEMENT.

4.7.6 Automation of Data

CONTRACTOR agrees to cooperate with the CITY in the automation of the data collection process where it is applicable, which includes but not limited to encoded barcode information on CERTIFIED WEIGHT TICKETS, incorporating radio frequency (RF) card reader technology, and real-time dedicated data transmission at the LANDFILL's scale house.

4.8 Payment of Performance Damages

CONTRACTOR shall pay performance damages in accordance with ARTICLE 11 for its failure to dispose of RESIDUAL MSW in accordance with ARTICLE 4.

4.9 Requirements under Second El Sobrante Landfill Agreement with Riverside County

CITY acknowledges that CONTRACTOR operates the LANDFILL under the Second El Sobrante Landfill Agreement with Riverside County. CITY agrees to abide by those policies, procedures, and site rules, whether documented in writing or established by practice, which are established by CONTRACTOR for the purpose of complying with the applicable requirements set forth in the Second El Sobrante Landfill Agreement with Riverside County, and specifically the provisions of Sections 3.4.2, 4.1.2 and 9.24 (a) of the Second El Sobrante Landfill Agreement, which are incorporated by this reference as if set forth herein in their entirety. Any established practice not appearing in the policies, procedures, site rules or the Second El Sobrante Landfill Agreement, shall be

communicated to the CITY in writing. Those requirements may include, but are not limited to, (i) delivery of RESIDUAL MSW in transfer trailers, (ii) inspection of delivery vehicles, and (iii) compliance with AB 939 by the originating jurisdiction. CITY shall direct its TRANSPORTERS delivering RESIDUAL MSW to LANDFILL to comply with Section 3.4.2, 4.1.2 and 9.24 (a) of the Second El Sobrante Landfill Agreement and to allow Riverside County to perform the required inspections.

4.10 Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, as an electronic record or as otherwise approved by CITY. These records shall be retained for a period of no less than four (4) years from the later of the following (except weight records which shall be kept for seven (7) years (Section 4.5.3): (1) final payment made by CITY; (2) the expiration of this AGREEMENT; or (3) termination of this AGREEMENT; The records will be subject to examination and/or audit by authorized CITY personnel or CITY'S representatives at reasonable times during the term of this AGREEMENT and for a period of four (4) years following the termination of the AGREEMENT.

CONTRACTOR shall provide any reports reasonably requested by CITY regarding performance of this AGREEMENT. Any subcontract entered into by CONTRACTOR for work to be performed under this AGREEMENT must include an identical provision.

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

4.11 Spill Prevention

All trucks used for the transportation of RESIDUAL MSW from the CONTRACTOR'S transfer stations to the LANDFILL or other CONTRACTOR'S landfills shall be tarped, sealed, and secured before leaving the loading site. The CONTRACTOR must remove any spillage or other accidental deposit of materials, and clean the affected area. CONTRACTOR must notify CITY of any such spills incidences.

The CONTRACTOR shall submit their existing Spill Response Plan to the CITY ten (10) days prior to receiving the first truckload of material under this AGREEMENT. Further, the Spill Response Plan shall be submitted on either an annual basis, or whenever there is a change to the spill response plan. Such a Spill Response Plan shall comply with all APPLICABLE LAWS and is subject to approval by the CITY.

4.12 Communications

CONTRACTOR and CITY shall adhere to following communication procedures as they may occur during the term of this AGREEMENT:

(a) Routine Communication

Site condition /operations and administrative communications shall be considered a Routine Communication. Routine Communication shall occur in person, by phone or by email between the CITY PROJECT MANAGER and CONTRACTOR PROJECT MANAGER, or their designated representatives at the facilities, as set forth in Exhibit XX for CONTRACTOR and Exhibit XX for CITY.

(b) Adverse Condition/Significant Event driven Communication:

Communications regarding temporary closures of a facility or the CITY's inability to deliver CITY RESIDUAL MSW (as specified in Article 4.1.3.a) for any reason, including any Force Majeure event, shall be conducted through CITY PROJECT MANAGER and CONTRACTOR PROJECT MANAGER. Any such communication shall be followed up with written notice which may be sent by electronic mail.

ARTICLE 5 – PROJECT MANAGERS AND KEY CONTRACTOR PERSONNEL

5.1 CONTRACTOR designates the following person CONTRACTOR PROJECT MANAGER to represent CONTRACTOR in all matters pertaining to this AGREEMENT:

Name, Title: Kim Ohrt, Manager Municipal Marketing
Address 9081 Tujunga Avenue, Sun Valley, CA 91352

Telephone Number (818) 252-3180

E-mail address kohrt@wm.com

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

- 5.2 CITY designates the following person CITY PROJECT MANAGER to represent CITY in all matters pertaining to this AGREEMENT:

Name, Title: Darshna Patel

Address 1149 South Broadway, Los Angeles, CA 90015

Telephone Number (213) 847 2952

E-mail address Darshna.Patel@lacity.org

- 5.3 CONTRACTOR has identified its Key Contractor Personnel on Exhibit XX to this Agreement. CONTRACTOR agrees to give CITY PROJECT MANAGER written notice of any changes to Key Contractor Personnel, which notice shall be given as soon as practicable after CONTRACTOR has made the change, but in no event later than seven (7) days after the change is made.

- 5.4 Unless otherwise approved by CITY, CONTRACTOR shall use its own employees to perform the services described in this CONTRACT. CITY has the right to review and approve any District Manager and CONTRACTOR PROJECT MANAGER who is assigned to work under this CONTRACT at the LANDFILL, which approval

shall not be unreasonably withheld. CONTRACTOR shall remove personnel from performing work under this CONTRACT if reasonably requested to do so by CITY.

5.5 CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of CITY. If CITY permits the use of Subcontractors (See Schedule A), CONTRACTOR shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. CITY has the right to approve CONTRACTOR'S Subcontractors, and CITY reserves the right to request replacement of any Subcontractor. CITY does not have any obligation to pay CONTRACTOR'S Subcontractors, and nothing herein creates any privity of contract between CITY and any Subcontractor.

ARTICLE 6 – RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY CITY

6.1 CITY Deliveries

CITY shall deliver all of the RESIDUAL MSW collected from North Central WASTESHED as described in Section 4.1.3.a, to the LANDFILL during the normal operating hours as set forth in Exhibit R. CITY shall use reasonable efforts to deliver consistent volumes of RESIDUAL MSW on a weekly basis, subject to short-term variations due to inclement weather, seasonality, unexpected equipment failure or other issues out of the control of CITY. CITY'S LASAN and its TRANSPORTER shall deliver RESIDUAL MSW to the LANDFILL in accordance with the requirements of this AGREEMENT.

In addition, CITY may, in its sole discretion, deliver RESIDUAL MSW in accordance with this AGREEMENT to the LANDFILL to the extent that the LANDFILL in CONTRACTOR'S reasonable business judgment, has capacity and the ability to accept and dispose of such excess deliveries, in accordance with PERMITS and APPLICABLE LAW.

CONTRACTOR shall not be required to displace other incoming waste from Riverside County or other contracted customers in order to accept such increase in the daily CITY'S RESIDUAL MSW. CITY shall provide CONTRACTOR with reasonable advance written notice to the CONTRACTOR PROJECT MANAGER of its intent to deliver excess volumes of RESIDUAL MSW to the LANDFILL to the LANDFILL.

6.2. INERT MATERIAL and CONSTRUCTION AND DEMOLITION MATERIAL

CITY may deliver on an "as-needed" basis INERT MATERIAL and CONSTRUCTION and DEMOLITION MATERIAL to the Downtown Diversion, East Valley Diversion, and Carson Transfer Station in accordance with Section 4.1.5 and shall pay the SERVICE FEE pursuant to Section 11.1.1. CITY'S LASAN and its TRANSPORTER shall deliver such materials in accordance with the requirements of this AGREEMENT.

6.3 DEAD ANIMALS

CITY may deliver on an "as-needed" basis DEAD ANIMALS to the LANDFILL in accordance with Section 4.1.4 and shall pay the SERVICE FEE pursuant to Section 11.1.1. CITY'S LASAN and its TRANSPORTER shall deliver such materials in accordance with the requirements of this AGREEMENT.

6.4 Source Separated FOOD WASTE

CITY may deliver on an "as-needed" basis source separated FOOD WASTE to the Sun Valley Recycling Park in accordance with Section 4.1.6 and shall pay the SERVICE FEE pursuant to Section 11.1.1. CITY's LASAN and its TRANSPORTER shall deliver such materials in accordance with the requirements of this AGREEMENT.

6.5 Deliver of WASTE MATERIAL to other CONTRACTOR'S FACILITIES

CITY may deliver on an "as needed" basis WASTE MATERIALS delivered by LASAN or its TRANSPORTER in accordance with this AGREEMENT to the other CONTRACTOR'S FACILITIES, per Article 4.1.3.e. CITY shall pay the SERVICE FEE pursuant to Section 11.1.1. CITY shall provide CONTRACTOR with reasonable advance written notice of its intent to deliver WASTE MATERIALS to the CONTRACTOR PROJECT MANAGER for the subject CONTRACTOR'S FACILITY. CITY's LASAN and its TRANSPORTER shall deliver such materials in accordance with the requirements of this AGREEMENT.

6.6 CITY Vehicles

CITY shall deliver WASTE MATERIALS using clearly identified vehicles. Each vehicle shall have its identification number clearly marked and visible to the WEIGH STATION operator. CONTRACTOR or CITY, in their respective reasonable discretion, may require the revalidation of the TARE WEIGHT of any CITY vehicle or the re-weighing of

unloaded CITY vehicles. CITY reserves the right to modify its truck fleet as it deems necessary.

6.7 Title to WASTE MATERIALS

Title to WASTE MATERIALS shall transfer from CITY to the CONTRACTOR upon acceptance of such material by CONTRACTOR pursuant to this AGREEMENT. Title to any UNPERMITTED WASTE mixed in the WASTE MATERIALS shall not transfer to the CONTRACTOR.

6.8 Payment of the SERVICE FEE

CITY shall pay CONTRACTOR the SERVICE FEE in accordance with ARTICLE 11 for all WASTE MATERIALS delivered by LASAN or its TRANSPORTERS to the FACILITIES under this AGREEMENT.

6.9 Compliance with APPLICABLE LAW

All Parties agree to comply with APPLICABLE LAW and maintain all required PERMITS at all times throughout the term of this AGREEMENT; as may be extended, and shall obtain and maintain any PERMITS which are required for the performance of their respective obligations under this AGREEMENT.

ARTICLE 7 – TERM OF AGREEMENT AND TIME OF EFFECTIVENESS

The term of this AGREEMENT shall be for ten (10) years from July 1, 2021. At the CITY'S sole option, the AGREEMENT may be extended by one (1) additional five (5) year term, for a potential fifteen (15) years term AGREEMENT. The CITY'S option to renew after the initial term shall be exercised upon the CITY providing the CONTRACTOR a written notice of renewal at least sixty (60) days prior to the expiration date of the initial term of the AGREEMENT, and at least sixty (60) days prior to the expiration date of the first renewal term of the AGREEMENT.

In addition to the one (1) five (5) year renewal options, 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 at the end of the first renewal term, or at the end of the fifteen (15) year term, by providing the CONTRACTOR written notice at least 90 days prior to expiration of the then-applicable term.

The CITY's election of a month-to-month extension (for a cumulative total of a maximum of 6-months) is in addition to the CITY's ability to exercise its renewal option.

During the period of month-to-month extension, the CITY shall increase the expenditure amount for services performed by the CONTRACTOR up to a maximum of

ten (10) percent of the total contract cost. During such a period of month-to-month extension, either party may terminate the AGREEMENT with sixty (60) days' written notice to the other party. The CITY's election of a month-to-month extension (for a cumulative total of a maximum of 6-months) is in addition to the CITY's ability to exercise either or both of its renewal options.

Notwithstanding the foregoing, the AGREEMENT may be suspended as provided under ARTICLE 8, or terminated as provided in ARTICLE 9, or further extended by amendment to this AGREEMENT pursuant to ARTICLE 12.

This AGREEMENT shall take effect when all of the following events have occurred:

- A. This AGREEMENT has been signed on behalf of CONTRACTOR by the person or persons authorized to bind CONTRACTOR;
- B. This AGREEMENT has been approved by the City Council or by the Board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this AGREEMENT as to form; and
- D. This AGREEMENT has been signed on behalf of CITY by the person designated by the City Council, or by the Board, officer or employee authorized to enter into this AGREEMENT.

ARTICLE 8 – SUSPENSION

In order to prevent imminent and substantial harm to persons or the environment, CITY may suspend any or all services provided under this CONTRACT for a period of up to thirty (30) days by providing CONTRACTOR with written notice of suspension explaining in detail the reasons for the suspension. Upon receipt of the notice of suspension, CONTRACTOR shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to CITY during the period of suspension. To the extent any longer period of suspension is necessary, CITY and CONTRACTOR shall meet and confer prior to the expiration of the 30-day suspension period and negotiate in good faith about whether to extend the suspension beyond the 30-day suspension period, and the terms and conditions of such further suspension. In the event CITY and CONTRACTOR do not agree to further extend suspension beyond the 30-day suspension period, or do not agree upon the terms and conditions of such further suspension, then the CONTRACT shall terminate effective upon the end of the 30-day suspension period or on such date as otherwise agreed upon by CITY and CONTRACTOR. CITY shall pay CONTRACTOR any and all sums due to CONTRACTOR under the AGREEMENT for services performed prior to the effective date of suspension.

ARTICLE 9 – TERMINATION

A. Termination for Convenience

CITY may terminate this CONTRACT, for CITY'S convenience at any time by providing CONTRACTOR ninety (90) days prior written notice. CITY shall pay CONTRACTOR any and all sums due to CONTRACTOR under the AGREEMENT, through the effective date of termination and those reasonable costs incurred by CONTRACTOR to effect the termination. Thereafter, CONTRACTOR shall have no further claims against CITY under this AGREEMENT. All finished and unfinished documents and materials procured for or produced under this CONTRACT, including all intellectual property rights CITY is entitled to, shall become CITY property upon the date of the termination. CONTRACTOR agrees to execute any documents necessary for CITY to perfect, memorialize, or record CITY'S ownership of rights provided herein.

B. Termination for Default

1. Except as provided in Article 20, if CONTRACTOR fails to materially perform any of the provisions of this CONTRACT or so fails to make progress as to endanger timely performance of this CONTRACT, CITY may give CONTRACTOR written notice of the default. CITY'S default notice will provide CONTRACTOR an opportunity to cure the default and provide a reasonable time period to cure the default to the sole satisfaction of CITY. Additionally, CITY'S default notice may offer CONTRACTOR an opportunity to provide CITY with a plan to cure the default, which shall be submitted

to CITY within a reasonable time period as allowed by CITY. At CITY'S sole discretion, CITY may accept or reject CONTRACTOR'S plan. If the default cannot be cured or if CONTRACTOR fails to cure within the period allowed by CITY, then CITY may terminate this CONTRACT for Default.

2. If the default under this CONTRACT is due to CONTRACTOR'S failure to maintain the insurance required under this CONTRACT, CONTRACTOR shall immediately: (1) suspend performance of any services under this CONTRACT for which insurance was required; and (2) notify its employees and SUBCONTRACTORS of the loss of insurance coverage and CONTRACTOR'S obligation to suspend performance of services. CONTRACTOR shall not recommence performance until CONTRACTOR is fully insured and in compliance with CITY'S requirements pursuant to this AGREEMENT.

3. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then CITY may immediately terminate this CONTRACT by providing written notice to CONTRACTOR.

4. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this CONTRACT or violates CITY'S laws and regulations relating to lobbying, then CITY may immediately terminate this CONTRACT by providing written notice to CONTRACTOR.

5. Acts of Moral Turpitude
 - a. CONTRACTOR shall immediately notify CITY if 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 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, CITY may immediately terminate this CONTRACT.

 - c. If CONTRACTOR, or a Key Person, is charged with or indicted for an Act of Moral Turpitude, CITY may terminate this CONTRACT after

providing CONTRACTOR an opportunity to present evidence of 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 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, elderly 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 CONTRACTOR.

6. In the event CITY terminates this CONTRACT as provided in this section for Termination for Default, CITY may procure, upon such terms and in the manner as CITY may deem appropriate, services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to CITY for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this CONTRACT under the provisions of this section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this section, or that the default was excusable under the terms of this CONTRACT, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 8 Termination for Convenience.

8. The rights and remedies of 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.

C. In the event that this CONTRACT is terminated, CONTRACTOR shall immediately notify all employees and SUBCONTRACTORS, and shall notify in writing all other parties contracted with under the terms of this CONTRACT within five OPERATING DAYS of the termination. CITY shall pay CONTRACTOR any and all sums due to CONTRACTOR under the CONTRACT, for services performed through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect the termination.

ARTICLE 10 – SUBCONTRACT APPROVAL

All subcontracts (listed in Schedule A) in excess of \$10,000 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/subconsultants. CONTRACTOR shall not substitute subcontractors listed in this AGREEMENT without the prior written approval of the CITY. 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, CONTRACTOR shall remain responsible for performing all aspects of this CONTRACT. The CITY has the right to approve CONTRACTOR'S SUBCONTRACTORS, and the CITY reserves the right to request replacement of SUBCONTRACTORS. The CITY does not have any obligation to pay CONTRACTOR'S SUBCONTRACTORS, and nothing herein

creates any privity of contract between the CITY and the SUBCONTRACTORS.

ARTICLE 11 - COMPENSATION, INVOICING, AND PAYMENT

11.1 Calculation of SERVICE FEE

SERVICE FEE is calculated bi-weekly and is defined as:

$$\mathbf{SF = (T* (OF + TXPT)) + CS - AC - PD}$$

Where:

SF = SERVICE FEE (unit: \$);

T = total TONS of material delivered for the bi-weekly period (tons);

OF = Operating fee as calculated in accordance with Article 11, Section 11.1.1 (unit: \$ per ton);

TXPT = Pass-through taxes, host fees, import fees and other fees per Article 11, Section 11.1.2 (unit: \$ per ton) plus any CHANGES IN LAW due to changes in taxes, fees and charges imposed by governmental authority or agency, as defined in Article 11, Section 11.1.3;

CS = Amounts due to the CONTRACTOR that requires cost substantiation per Sections 4.1.2, 4.7.4), (unit: \$ per ton);

AC = Adjustments to the SERVICE FEE, if any, credited to the CITY due to Adverse Conditions per, Sections 4.1.7 (unit: \$);

PD = Performance damages, if any, credited to the CITY as

calculated per Article 11.1.4 (unit: \$).

11.1.1 Operating Fees

The SERVICE FEE for the month is calculated by multiplying the tonnage of RESIDUAL MSW delivered to the CONTRACTOR'S FACILITIES with the following dollar per TON rates for OF and TXPT.

(a) The OF plus TXPT for DISPOSAL SERVICES only (i.e., excluding TRANSFER STATION SERVICES) for fiscal year July 1, 2021- June 30, 2022 will be fixed at (a) \$31.01 per ton for RESIDUAL MSW delivered to the LANDFILL in transfer trucks from transfer stations, (b) \$50.00 per ton for RESIDUAL MSW delivered to the Simi Valley Landfill in CITY route collection vehicles and \$35.00 per ton for RESIDUAL MSW delivered to the Simi Valley Landfill in transfer trucks from transfer stations, (C) \$60.00 per ton for RESIDUAL MSW delivered to the Carson Transfer Station in CITY route collection vehicles, and (d) \$61.00 per ton for RESIDUAL MSW delivered to the Sun Valley Recycling Park in CITY route collection vehicles or transfer trucks .

(b) For the CONTRACT years July 1, 2022 - June 30, 2026, the OF fees for DISPOSAL SERVICES that were in effect on June 30, 2023 will first be

increased by one percent 1% and then be adjusted by the IN as outlined in Section 11.1.1.a.

(c) For the remaining years of the AGREEMENT starting July 1st 2026 and thereafter, the OF for all DISPOSAL SERVICES will be adjusted by the IN as set forth in Section 11.1.1.a.

The total Operating Fees (OF) and TXPT for WASTE MATERIALS delivered to the CONTRACTOR'S FACILITIES are set forth in Table B. The OF rates shall be adjusted according to Section 11.1.1.a.

TABLE B: Total OF and TXPT for WASTE MATERIALS (\$/ton) for the following facilities:

<u>Facility</u>	<u>OF + TXPT (\$/ton)</u>
<u>El Sobrante Landfill: DEAD ANIMAL</u>	<u>\$76.01 per ton</u>
<u>Antelope Valley</u>	<u>\$38.00 per ton</u>
<u>Azusa Landfill: Shredded tires</u>	<u>\$48.60 per ton</u>
<u>Azusa Landfill: Whole Passenger tires</u>	<u>\$78.51 per ton</u>
<u>Azusa Landfill: Tires with Rims</u>	<u>\$93.35 per ton</u>

<u>Azusa Landfill: Off-The-Road(OTR) Tires</u>	<u>\$155.27 per ton</u>
<u>Azusa Landfill: Clean dirt, Clean concrete, Clean Asphalt</u>	<u>\$17.00 per ton</u>
<u>Azusa Landfill: Non-friable Asbestos</u>	<u>\$166.30 per ton</u>
<u>Azusa Landfill: Friable Asbestos</u>	<u>\$277.20 per ton</u>
<u>Carson Transfer Station: Clean INERT debris during regular hours</u>	<u>\$40.57 per ton</u>
<u>Carson Transfer Station: Mixed INERT debris during regular hours</u>	<u>\$40.57 per ton</u>
<u>Carson Transfer Station: Bulky items during regular hours</u>	<u>\$95.27 per ton</u>
<u>Lancaster Landfill</u>	<u>\$43.00 per ton</u>
<u>Sun Valley Recycling Park: Food waste</u>	<u>\$115.00 per ton</u>
<u>Sun Valley Recycling Park: Diesel</u>	<u>\$61.84 per ton</u>
<u>Sun Valley Recycling Park: Fuel</u>	<u>\$61.23 per ton</u>
<u>Mission Road Transfer Station (WTR)</u>	<u>\$60.00 per ton</u>
<u>Downtown Diversion: Clean INERT debris during regular hours</u>	<u>\$34.97 per ton</u>
<u>Downtown Diversion: Mixed INERT debris during regular hours</u>	<u>\$34.97 per ton</u>
<u>Downtown Diversion: C&D during regular hours</u>	<u>\$85.97 per ton</u>
<u>Downtown Diversion: C&D with Contamination during regular hours</u>	<u>\$85.97 per ton</u>
<u>East Valley Diversion: Clean INERT debris during regular hours</u>	<u>\$29.97 per ton</u>
<u>East Valley Diversion: Mixed INERT debris during regular hours</u>	<u>\$29.97 per ton</u>

<u>East Valley Diversion: C&D during regular hours</u>	<u>\$85.97 per ton</u>
<u>East Valley Diversion: C&D with Contamination during regular hours</u>	<u>\$85.97 per ton</u>

a) Annual Adjustments to Operating Fee (OF)

The Operating Fees (OF) shall be firm for the first partial CITY fiscal year of the AGREEMENT, and shall be adjusted on July 1st 2022 and each July 1st thereafter during the term of the AGREEMENT, as may be extended, to reflect the inflation factor (IN), which shall equal the cumulative changes in the Consumer Price Index Water, Sewer and Trash Collection Services (CPI-WST) for the preceding June compared with the CPI-WST Water, Sewer and Trash Collection Services for June in the prior fiscal year and calculated as set forth below. Since CPI statistics for any particular month are not available until the middle of the following month, CONTRACTOR shall submit an additional invoice in July reflecting the CPI adjustment effective from July 1st to the published date of the June CPI statistics.

$$\mathbf{IN = [(CPI-WST_a) \div (CPI-WST_b)]}$$

Where:

IN = Annual inflation factor is the U.S. Bureau of Labor Statistics - Urban Consumer – Water and Sewer and Trash Collection Services;

CPI-WSTa = Published CPI-WST for the June immediately preceding the date of the adjustment;

CPI-WSTb = Published CPI-WST for the June one year prior to CPI-WSTa.

The CPI-WST will be the value published by the Bureau of Labor Statistics, U.S. Department of Labor Annual inflation factor for the Water and Sewer and Trash Collection Services (Series ID CUUR0000SEHG). The annual inflation factor (IN) shall not exceed four point five percent (4.5%) in any given year. The inflation factor (IN) shall not be applied to pass-through taxes, host fees, import fees, governmental fees (TXPT).

11.1.2 Pass-through Taxes, Host Fees, Import Fees, and Governmental Fees

The pass-through taxes, host fee, import fees, and governmental fees (TXPT) shall be calculated by multiplying the tonnage of WASTE MATERIAL accepted at the CONTRACTOR'S FACILITIES by the per ton pass-through tax, host fee, import fee, and governmental fee (TXPT).

Notwithstanding anything to the contrary in the foregoing, the TXPT shall not include, without limitation, any taxes based on or measured by net income, or any unincorporated business, payroll, franchise, or employment taxes.

CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR learns of any imposition of a TXPT that will require an adjustment to the SERVICE FEE. In such notice the CONTRACTOR shall describe the TXPT and provide

the justification for its inclusion in the SERVICE FEE. Notwithstanding anything to the contrary in this Section 11.1.2, CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued TXPT unless and until the CITY is notified by the CONTRACTOR, in writing, of such tax, and approves such adjustment. Furthermore, CONTRACTOR may include in the SERVICE FEE, as provided in this Section 11.1.2, only the related actual or accrued TXPT that the CONTRACTOR has incurred subsequent to providing such notice to the CITY.

The parties hereto agree that as of EXECUTION DATE, the applicable TXPT applied to any tonnage delivered to the FACILITIES is as follows:

El Sobrante Landfill:

TXPT = \$4.57 per TON, itemized as follows:
California State Integrated Management Fee = \$1.40 per TON
Riverside County Import Fee = \$3.17 per TON (based on 12% of OF)

Antelope Valley Landfill:

TXPT = \$4.26 per TON, itemized as follows:
California State Integrated Waste Management Fee = \$1.40 per TON
Los Angeles County Solid Waste Management Fee = \$1.50 per TON
Los Angeles County LEA Fee = \$0.36 per TON
City of Palmdale Host Fee = \$1.00 per TON

Azusa Land Reclamation Co. Landfill (applies to all types of tires):

TXPT = \$5.86 per TON, itemized as follows
California State Integrated Management Fee = \$1.40 per TON
LA County Solid Waste Fee = \$1.50 per TON
LA County LEA Fee = \$0.36 per TON
City of Azusa Host Fees = \$2.60 per TON

Carson Transfer Station:

TXPT = \$4.74 per TON, itemized as follows:
California State LEA Fee = \$0.41 per TON
Los Angeles County Solid Waste Management Fee = \$1.50 per TON
City of Carson Host Fee = \$2.83 per TON

Lancaster Landfill:

TXPT = \$8.41 per TON, itemized as follows:

California State Integrated Waste Management Fee = \$1.40 per TON

Los Angeles County Solid Waste Management Fee = \$1.50 per TON

Los Angeles County LEA Fee = \$0.41 per TON

Los Angeles County Waste Diversion Programs Fee = \$0.29 per TON

Los Angeles County Illegal Dumping Programs Fee = \$0.12 per TON

Los Angeles County Natural Habitat Programs Fee = \$0.59 per TON

Los Angeles County Transportation Improvement Fee = \$0.59 per TON

Los Angeles County Environmental Education Fee = \$1.17 per TON

Los Angeles County Out of Area Fee (*Imposed only on waste generated outside of the Antelope Valley*) = \$2.34 per TON

Simi Valley Landfill:

TXPT = \$11.00 per TON, itemized as follows

California State Integrated Waste Management Fee = \$1.40 per TON

Ventura County Integrated Waste Management Program Fee = \$0.05 per TON

Ventura County Solid Waste Management Fee = \$3.38 per TON

Ventura County Waste Control Fee = \$1.17 per TON

City of Simi Valley Host Fee = \$1.00 per TON

Ventura County Sustainability Fee applicable to all Solid Waste originating from outside the geographic boundaries of Ventura County but inside the geographic boundaries of the State of California disposed of at the Simi Valley Landfill in excess of 75,600 TONS in each calendar quarter.

Sustainability Fee = \$4.00 per TON.

South Gate Transfer Station:

TXPT = \$1.91 per TON, itemized as follows:

California State LEA Fee = \$0.41 per TON

Los Angeles County Solid Waste Management Fee = \$1.50 per TON

Sun Valley Recycling Park (2020):

TXPT =:

California State LEA Fee = \$0.41 per TON

Sun Valley Host Fee, Diesel** = \$1.84 per TON

Sun Valley Host Fee, Alternative Fuel*** = \$1.23 per TON

11.1.3 Adjustments Due to CHANGE IN LAW

Subject to substantiation of costs, CONTRACTOR may adjust the Operating Fee (OF) to recover any DIRECT COSTS incurred as a result of a CHANGE IN LAW exclusive of any changes in tax law or CHANGES in LAWS that impose governmental fees, occurring after the April 1st 2021 and prior to approval by Council.

CONTRACTOR shall notify the CITY within thirty (30) CALENDAR DAYS after the CONTRACTOR determines that any CHANGE IN LAW will require an adjustment in the Operating Fee (OF). In such notice the CONTRACTOR shall describe the CHANGE IN LAW and provide the reasons for the adjustment in the Operating Fee (OF).

CONTRACTOR shall provide in the first bi-weekly invoices prepared for the CITY in accordance with Section 11.1, cost substantiation, including cost records and worksheets to support CONTRACTOR'S claim for the adjustment, and provide the total adjustment to the Operating Fee (OF) for all CHANGES IN LAW exclusive of any changes in tax law or CHANGES IN LAW that impose governmental fees that have occurred since the CONTRACT DATE. CONTRACTOR shall not charge the CITY and the CITY shall not be obligated to pay the CONTRACTOR any actual or accrued costs associated with any CHANGE IN LAW unless and until the CITY is notified by the CONTRACTOR, in writing, of such CHANGE IN LAW. Furthermore, the CONTRACTOR may include in the Operating Fee (OF) , as provided in this section, only the related or actual accrued costs associated with any CHANGE IN LAW that CONTRACTOR has incurred subsequent to providing such notice to the CITY.

If at any time the adjustment in the SERVICE FEE for a single CHANGE IN LAW results in an increase in the SERVICE FEE of more than twenty-five percent (25%) over what the SERVICE FEE would have been had there been no such CHANGES IN LAW, then the CITY will have the option to terminate this AGREEMENT upon thirty (30) CALENDAR DAYS written notice to CONTRACTOR. Furthermore, if at any time the total cumulative adjustment for CHANGES IN LAW in the SERVICE FEE, results in an increase in the SERVICE FEE of more than seventy-five percent (75%) over what the SERVICE FEE would have been had there been no CHANGES IN LAW, then the CITY will have the option to terminate the AGREEMENT upon thirty (30) CALENDAR DAYS written notice to CONTRACTOR. Notwithstanding anything to the contrary in the forgoing, CONTRACTOR may, in its sole discretion, prior to any noticed termination date choose to absorb all or a portion of the increased cost due to CHANGE IN LAW to keep the increase paid by the CITY below these thresholds and in such case the CITY will not have the right to terminate this AGREEMENT in accordance with Section 11.1.3.

11.1.4 Performance Damages

CITY shall have the right to claim that the CONTRACTOR wrongfully rejected the RESIDUAL MSW, for a period of 30 days following the end of the month in which each such wrongful rejection occurred. The failure of the CITY to make a claim for any wrongful rejection within this 30 day period shall not limit in any way the CITY'S right to make claims of other wrongful rejections.

The parties acknowledge (1) that consistent, efficient operation of the LANDFILL is of utmost importance, (2) that delays in operation or failure to accept RESIDUAL MSW

may increase costs to the CITY, and (3) that the CITY has considered and relied on the CONTRACTOR'S representations as to its quality of service commitment in entering into this AGREEMENT. The parties further recognize that qualified standards of performance are necessary and appropriate to ensure consistent and reliable service. The parties further recognize that if the CONTRACTOR wrongfully rejects RESIDUAL MSW, the CITY will suffer damages and that it is and will be impracticable and extremely difficult to ascertain and determine the exact amount of damages that the CITY will suffer. Therefore, the parties agree that the following performance damages shall liquidate such damages to the CITY and such performance damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this AGREEMENT, including the relationship of the sums to the range of harm to the CITY that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this performance damage provision at the time that this AGREEMENT was made.

CONTRACTOR

CITY

Initial Here: _____

Initial Here: _____

The performance damage (PD) is calculated as follows:

$$PD = DC + IC$$

Where:

PD = Performance Damage (unit: \$);

DC = Direct Cost that the CITY has incurred for the transportation, processing and/or disposal of wrongfully rejected RESIDUAL MSW (unit: \$); and

IC = Incremental disposal cost incurred by the CITY to dispose of wrongfully rejected RESIDUAL MSW at an alternate disposal facility (unit: \$). IC can be either a positive or negative number.

To calculate PD, the CONTRACTOR shall use the actual quantities, as reported by the CITY, of RESIDUAL MSW collected by the CITY and wrongfully rejected by the CONTRACTOR. The CITY will conduct its due diligence in providing, as accurately as possible, the transportation and processing/disposal costs component of "PD" for the wrongfully rejected waste, taking into account any known limitations or assumptions to the best of CITY'S knowledge at the time of the wrongful rejection. This waste can be delivered to an alternate disposal site that meets the disposal need, pricing and performance similar to the CITY'S contracted CONTRACTORS.

11.2 Preparation of Invoices

Beginning on the month following the EXECUTION DATE, and on a bi-weekly basis (i.e., twice a month) thereafter, CONTRACTOR shall invoice the CITY indicating the amount due for services rendered in the prior bi-weekly billing period.

CONTRACTOR shall invoice the CITY for services rendered in a form acceptable to the CITY. CONTRACTOR shall submit to the CITY an electronic invoice through e-mail, and submit through postal mail the original and two (2) copies of the invoice, and electronic copies of the weight tickets on compact disc at no additional cost to the CITY. Except as otherwise provided in this AGREEMENT, CITY'S sole payment obligation for all services provided by the CONTRACTOR shall be the SERVICE FEE as described in ARTICLE 11.

For the billing period covering the first day to the 15th day of each month, an invoice shall be submitted by the 25th CALENDAR DAY of each month. For the billing period covering the 16th day to the end of the month, the invoice shall be submitted by the 10th CALENDAR DAY of the subsequent month. Invoices shall include, but not be limited to, the SERVICE FEE due to the CONTRACTOR (if such SERVICE FEE is a positive number), or the amount owed to the CITY by the CONTRACTOR (if such SERVICE FEE is a negative number) for the previous month plus a detailed account, including all calculations and cost substantiations of each component of the SERVICE FEE. The information provided in each invoice shall include, but not be limited to, CERTIFIED WEIGHT TICKETS, the dates the services were provided, number of OPERATING DAYS during the month, TONS of WASTE MATERIAL, time and date, truck number for each

load of WASTE MATERIAL accepted at the CONTRACTOR'S FACILITIES during the billing period, and any other source documents as may be reasonably required by the CITY to verify the amount of each invoice.

If applicable, CONTRACTOR shall submit a SUBCONTRACTOR utilization report (Schedule B) indicating the amount invoiced by each SUBCONTRACTOR, and the invoiced amounts paid to date to each firm.

The invoices must reference this AGREEMENT and are to be submitted in a neat and orderly manner to:

Darshna Patel
Bureau of Sanitation
Solid Resources Support Services Division
1149 South Broadway Suite 500, MS 521
Los Angeles, CA 90015

11.3 Payment of Invoices

CITY shall review the CONTRACTOR'S invoice including, but not limited to, the calculation of the SERVICE FEE payable by the CITY or performance damages payable by the CONTRACTOR and notify the CONTRACTOR, in writing, of any exceptions or disputed amounts within sixty (60) CALENDAR DAYS of receipt. CITY shall pay the CONTRACTOR the total invoice amount less any exceptions or disputed amounts. CITY shall pay the CONTRACTOR the approved amount for payment within sixty (60) CALENDAR DAYS after the CITY receives a properly documented, correct and complete invoice.

Except as otherwise provided under this AGREEMENT, CITY shall not be responsible for the payment of invoices or supplemental invoices submitted by the CONTRACTOR more than sixty (60) CALENDAR DAYS after the date of service.

Costs incurred by the CONTRACTOR prior to EXECUTION DATE of this AGREEMENT shall only be payable to the CONTRACTOR if said costs were incurred in completing any task specifically authorized by this AGREEMENT and said costs are reviewed and approved by the CITY and said approval for payment occurs after this AGREEMENT is fully executed.

If for any bi-weekly invoice, the SERVICE FEE is negative indicating that the CONTRACTOR owes the CITY then the CONTRACTOR shall credit the CITY on the next invoice for such amount within 60 CALENDAR DAYS of issuing such invoice. CITY shall have the right to offset such amounts from future SERVICE FEE payments. If the CITY elects to offset such amounts, then the CONTRACTOR shall pay the CITY any remaining balance due to the CITY within a period of 60 CALENDAR DAYS after receipt of written notice of remaining balance.

11.4 Early Payment Discount

The CONTRACTOR agrees that the CITY will take a two percent (2%) discount on the invoices if payment is made to the CONTRACTOR within thirty (30) days of the date the CITY received a properly documented, complete, and correct invoice issued in accordance with Section 11.2. The CITY will still be entitled to the discount if any disputed amount was not paid within thirty (30) days if the reason for the delay is

determined to be solely due to the failure by the CONTRACTOR to provide invoices that comply with the requirements of Section 11.2 of this AGREEMENT, or that have incorrect information that precludes the CITY from meeting the thirty (30) day period.

11.5 Late Charges

The CITY shall not pay late penalties or interest on outstanding invoices. The CITY shall not be 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 the CONTRACT.

11.6 Financial Liability Clause

Notwithstanding any other provision of this CONTRACT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless 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. CITY shall notify CONTRACTOR in writing of the amount of the funds appropriated by CITY to pay for its obligation under this CONTRACT within fifteen (15) days after the appropriation of any such funds by the CITY. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases or expenses.

CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this CONTRACT. If the CITY rejects or disapproves an appropriation request such that the CITY will not appropriate the necessary funds to satisfy its obligation under this AGREEMENT, then CONTRACTOR shall have the right to terminate this AGREEMENT effective within seven (7) CALENDAR DAYS of providing written notice of termination to CITY.

11.7 False Claims Act

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the CITY under the California 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 12 - AMENDMENTS

All amendments, changes or modifications to this Contract shall be in writing and signed and approved pursuant to the provisions of Article 7.

ARTICLE 13 – INDEMNIFICATION AND INSURANCE

13.1 Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 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 CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, to the extent arising in any manner by reason of the negligent act, error, or omission or willful misconduct incident to the performance of this AGREEMENT by CONTRACTOR, SUBCONTRACTORS, or their boards, officers, agents, or employees. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

13.2 Insurance

During the term of this CONTRACT and without limiting CONTRACTOR'S obligation to indemnify, hold harmless and defend CITY, CONTRACTOR shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative

Officer of Los Angeles, Risk Management (template Form General 146 in **Exhibit B** hereto). The insurance must: (1) conform to CITY'S requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit B** hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. CONTRACTOR shall comply with all Insurance Contractual Requirements shown on **Exhibit B** hereto. **Exhibit B** is hereby incorporated by reference and made a part of this CONTRACT.

13.3 Bonds

All bonds required by CITY shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 et seq., as amended from time to time.

ARTICLE 14 – INDEPENDENT CONTRACTORS

CONTRACTOR is an independent contractor and not an agent or employee of CITY. CONTRACTOR 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 CITY.

ARTICLE 15 – WARRANTY AND RESPONSIBILITY OF CONTRACTOR

15.1 CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within

CONTRACTOR'S profession, doing the same or similar work under the same or similar circumstances.

15.2 CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONTRACTOR under this AGREEMENT. CONTRACTOR shall, at no additional cost to CITY, correct or revise any errors, omissions, or other deficiencies in its designs, drawings, specifications, reports, calculations, and other services.

15.3 CONTRACTOR shall exhibit proper professional judgment in the use of information furnished by CITY in Article 6. In the event that said information is not delivered timely or that it is discovered to be incorrect or misleading, CONTRACTOR will notify the CITY in a reasonable manner within three (3) OPERATING 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.

15.4 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.

15.5 Except as specified in Article 13 and as otherwise provided in this AGREEMENT, CONTRACTOR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY caused by 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 CITY, CITY-furnished data, or any third party (excepting any CONTRACTOR or SUBCONTRACTOR of any tier).

ARTICLE 16 - INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the CITY, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature 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: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its SUBCONTRACTORS, in performing the work under this CONTRACT; or (2) as a result of CITY'S actual or intended use of any Work Product (as defined Article 17) furnished by CONTRACTOR, or its Subcontractors, under this CONTRACT. The rights and remedies of 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. This provision will survive expiration or termination of this CONTRACT.

ARTICLE 17 - INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

ARTICLE 18 – OWNERSHIP AND LICENSE (NOT APPLICABLE)

ARTICLE 19 – 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 the AGREEMENT shall be made without written consent of the parties to this AGREEMENT as required under Article 28.

ARTICLE 20 – CONTACT PERSONS - PROPER ADDRESSES - NOTIFICATION

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

To The CITY:

Contact Persons: Darshna Patel

Program Manager

(213) 847-2952

Address: Solid Resources Support Services Division
1149 S Broadway Suite 500, MS 521
Los Angeles, CA 90015

To CONTRACTOR:

Contact Person: Michael Hammer
Area Director of Landfill Operations
661-810-0415

Address: USA WASTE OF CALIFORNIA, INC.
9081 Tujunga Ave.
Sun Valley, CA 91352

ARTICLE 21 – FORCE MAJEURE (EXCUSABLE DELAYS)

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 and the reasonable 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 CONTRACTOR shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the reasonable control of both CONTRACTOR and Subcontractor, and without any fault or negligence of either of them. In such case, 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 CONTRACTOR to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event CONTRACTOR'S delay or failure to perform arises out of a Force Majeure Event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

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 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 11 hereof.

ARTICLE 25 – APPLICABLE LAW, INTERPRETATION, AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and CITY, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This CONTRACT shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Except as otherwise provided in this AGREEMENT, CONTRACTOR shall comply with new, amended or revised laws, regulations, or procedures that apply to the performance of this CONTRACT with no additional compensation paid to CONTRACTOR.

In any action arising out of this CONTRACT, CONTRACTOR consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

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

ARTICLE 26 – CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION

CERTIFICATE REQUIRED

For the duration of this CONTRACT, CONTRACTOR shall maintain valid Business Tax Registration Certificate(s) as required by CITY'S Business Tax Ordinance, Section 21.00 et seq. of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended. **(Exhibit F)**

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 – WAIVER

A waiver of a default of any part, term or provision of this Contract 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 28 – PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

ARTICLE 29 – PERMITS

CONTRACTOR shall obtain and maintain all PERMITS necessary for operation of the FACILITIES. CONTRACTOR shall immediately notify CITY of any suspension, termination, lapses, non-renewals, or restrictions of such PERMITS.

CONTRACTOR hereby represents that, as of the EXECUTION DATE, all PERMITS required to perform its obligations have been secured and are in full force and effect. Copies of all major discretionary PERMITS (Solid Waste Facility Permit, Waste Discharge Requirements, AQMD Permit to Operate) are provided in **Exhibit O**.

CONTRACTOR shall notify the CITY in writing, as soon as practicable, of any proposed or actual changes in or modifications of the above mentioned PERMITS that would or may have a material adverse impact on CONTRACTOR'S performance of its obligations under this AGREEMENT. Such notice for proposed changes shall be made within five (5) OPERATING DAYS and such notice for actual changes shall be made within two (2) OPERATING DAYS from the proposed or actual change, respectively.

CONTRACTOR shall provide the CITY with any and all renewals, updates, and modifications to any PERMIT.

ARTICLE 30 – BEST TERMS (NOT APPLICABLE)

ARTICLE 31 - CLAIMS FOR LABOR AND MATERIALS

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 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 32 – 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 33 - 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. 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 CITY. In performing this Contract, 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 CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 34 – CHILD SUPPORT ASSIGNMENT ORDERS

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, CONTRACTOR shall fully comply with all applicable State and Federal employment reporting requirements. Failure of CONTRACTOR to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of CONTRACTOR to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the CONTRACTOR under this Contract. Failure of CONTRACTOR or principal owner to cure the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 35 – LIVING WAGE ORDINANCE

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. CONTRACTOR further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered

into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

ARTICLE 36 – SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

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

ARTICLE 37 – ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

- A. 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 California Government Code Section 11135;
- B. 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. 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.

CONTRACTOR understands that CITY is relying upon these certifications and representations as a condition to funding this CONTRACT.

ARTICLE 38 – CONTRACTOR RESPONSIBILITY ORDINANCE

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this CONTRACT must include an identical provision. **(Exhibit E)**

ARTICLE 39 – LOS ANGELES BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, CONTRACTOR shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. CONTRACTOR shall utilize the Business Assistance Virtual Network (“BAVN”) at

<https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. CONTRACTOR shall perform subcontractor outreach activities through BAVN. CONTRACTOR shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall CONTRACTOR reduce their level of effort, without prior written approval of CITY.

ARTICLE 40 – SLAVERY DISCLOSURE ORDINANCE

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 et seq., as amended from time to time. Any subcontract entered into by CONTRACTOR for work to be performed under this Contract must include an identical provision.

Exhibit C is attached hereto and incorporated herein by this reference.

ARTICLE 41 – 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 42 – 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 J**, if the CONTRACTOR qualifies as a lobbying entity under the Ordinance. The exemptions contained in Los Angeles Administrative Code Section 10.40.4 shall not apply to this subsection.

ARTICLE 43 - FIRST SOURCE HIRING ORDINANCE

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

ARTICLE 44 - 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, CONTRACTOR, CONTRACTOR'S principals, and CONTRACTOR'S Subcontractors expected to receive at least \$100,000 for performance

under the 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 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 any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

"Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract #_____.

Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("CITY") officials and candidates for elected CITY office for twelve months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the

CONTRACTOR and to amend that information within ten OPERATING DAYS if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

(Exhibit L)

ARTICLE 45 - IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with CITY 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 K)**

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 11 hereof.

ARTICLE 47 – DATA PROTECTION (NOT APPLICABLE)

ARTICLE 48 – LOCAL BUSINESS PREFERENCE ORDINANCE

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 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

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 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 (NOT APPLICABLE)

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, 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 CITY. CONTRACTOR is required to have all employees, volunteers and SUBCONTRACTORS (including all employees and volunteers of any Subcontractor) of CONTRACTOR working on premises to pass a fingerprint and background check through the California Department of Justice at 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 CONTRACTOR by CITY may create a possessory interest.

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, CONTRACTOR shall pay the property tax.

CONTRACTOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

ARTICLE 53 – CONFIDENTIALITY (NOT APPLICABLE)

ARTICLE 54 - DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

CITY OF LOS ANGELES

**USA WASTE OF CALIFORNIA,
INC. DBA WASTE
MANAGEMENT**

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: Commissioner, Board of Public Works

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM

MICHAEL N. FEUER, City Attorney

By: _____

Adena Hopenstand

Title: Deputy City Attorney

Date: _____

ATTEST:

HOLLY WOLCOTT, City Clerk

By: _____

Title: Deputy City Clerk

Date: _____

EXHIBITS

EXHIBIT A	SCHEDULE A: LIST OF MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM
EXHIBIT B	INSURANCE REQUIREMENTS
EXHIBIT C	DISCLOSURE ORDINANCE
EXHIBIT D	SCHEDULE B: MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE
EXHIBIT E	CONTRACTOR RESPONSIBILITY ORDINANCE
EXHIBIT F	BUSINESS TAX REGISTRATION CERTIFICATE
EXHIBIT G	LA RESIDENCE INFORMATION
EXHIBIT H	NON-COLLUSION AFFIDAVIT
EXHIBIT I	CONTRACT HISTORY
EXHIBIT J	MUNICIPAL LOBBYING ORDINANCE
EXHIBIT K	IRAN CONTRACTING ACT OF 2010
EXHIBIT L	CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS
EXHIBIT M	EXCERPT FROM FIRST AMENDED AND RESTATED SECOND EL SOBRANTE LANDFILL AGREEMENT, A PUBLIC-PRIVATE PROJECT BETWEEN COUNTY OF RIVERSIDE AND USA WASTE OF CALIFORNIA
EXHIBIT N	EL SOBRANTE LANDFILL PROCEDURES AND PROTOCOLS
EXHIBIT O	LANDFILL PERMITS
EXHIBIT P	TRANSFER STATION PERMITS
EXHIBIT Q	SUN VALLEY RECYCLING PARK HOST FEE
EXHIBIT R	NORMAL OPERATING HOURS

EXHIBIT A
SCHEDULE A: LIST OF MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS
INFORMATION FORM

EXHIBIT B
INSURANCE REQUIREMENTS

Required Insurance and Minimum Limits

Name: _____

Date: 10/13/2016

Agreement/Reference: Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste

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 (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability _____

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)

2,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability _____

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/02/2021

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 BRIARPARK DR. SUITE 700 HOUSTON TX 77042	CONTACT NAME: Timothy F. Kelly PHONE (A/C No, Ext): 7134585286 FAX (A/C, No): E-MAIL ADDRESS: mlamb@lockton.com														
INSURED USA Waste of California, Inc. dba Waste Management 9081 Tujunga Avenue Sun Valley CA 91352	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: ACE Property and Casualty Insurance Co</td> <td>20699</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Property and Casualty Insurance Co	20699	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: ACE American Insurance Company	22667														
INSURER B: ACE Property and Casualty Insurance Co	20699														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71572985	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000						
	MED EXP (Any one person) \$						
	PERSONAL & ADV INIURY \$ 5,000,000						
							GENERAL AGGREGATE \$ 6,000,000
							PRODUCTS - COMP/OP AGG \$ 6,000,000
							\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H25308645	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$	Y	Y	XOOG27929242 006	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 15,000,000
	AGGREGATE \$ 15,000,000						
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C67811768	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 3,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 3,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 3,000,000						
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25308608	01/01/2021	01/01/2022	CSL 9,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Los Angeles and its Agencies, Boards and Depts. 200 North Main Street City Hall East - Rm 1240 Los Angeles CA 90012	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE Timothy F. Kelly</p>
--	--



CERTIFICATE OF LIABILITY INSURANCE

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

Blanket, CG 20 10. Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization, CG 20.26. Additional Insured - Designated Person or Organization, CG 20 37. Additional Insured - Owners, Lessees or Contractors - Completed

EXHIBIT C
DISCLOSURE ORDINANCE

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) 847-2625; E-mail: bca.eeoe@lacity.org.

1. I, Larry Metter am authorized to bind contractually the Company identified below.

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

<u>22353</u> BAVN Company Id	<u>68-0306154</u> EIN/TIN		
<u>USA Waste of California, Inc. dba Waste Management</u> Company Name			
<u>9081 Tujunga Avenue</u> Street Address	<u>Sun Valley</u> City	<u>CA</u> State	<u>91352</u> Zip
<u>818-252-3140</u> Phone	<u>lmetter@wm.com</u> Email		

3. The company came into existence in 1993 (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.eeoe@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.eeoe@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.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Larry Metter, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Larry Metter

Signature

16 May, 2019

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.

EXHIBIT D
SCHEDULE B: MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form: Title: _____ Date: _____
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATION	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	

EXHIBIT E
CONTRACTOR RESPONSIBILITY ORDINANCE

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

Bureau of Sanitation, Department of Public Works	Rowena Romano	(213) 485-3626
City Department/Division Awarding Contract	City Contact Person	Phone
BAVN 33682 RFP for Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste from the City of Los Angeles		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

USA Waste of California, Inc. dba Waste Management			
Bidder/Proposer Business Name			
9081 Tujunga Avenue	Sun Valley	CA	91352
Street Address	City	State	Zip
Lily Lee, Public Affairs Manager	(818) 252-3106	(818) 252-3249	
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: 12/17/2018
- 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.

_____ Print Name, Title	_____ Signature	_____ Date
----------------------------	--------------------	---------------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 19

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 06/25/1993 State of incorporation: DE

List the corporation's current officers.

President: Larry W. Metter, President-Southern California Area
 Vice President: Douglas E. Corcoran
 Secretary: Peter J. Demolder
 Treasurer: Mark A. Lockett

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.

Waste Management Holdings, Inc. (DE) 100%

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____
 List members who own 5% or more of the company. Use Attachment A if more space is needed.

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** Attachment A

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** USA Waste of California, Inc,

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? 25 Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No Attachment B

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
List submitted under E.9 on Attachment B.

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** Attachment B

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** Attachment B

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.

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

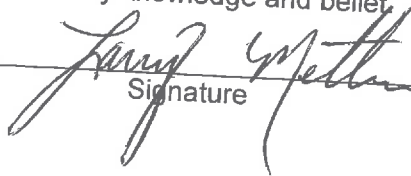
20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this 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.

Larry Metter, President-Southern California Area
Print Name, Title


Signature

May 6, 2019
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 7

Page 10 C.1 Organizational Chart

C.2 List of similar businesses operated by USA Waste of California, Inc.

Page 11 C.4 USA Waste of California, Inc.

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 8

Pages 12-14 E.8 City of Los Angeles contracts list.

Page 15 F. 13 Disputes

Page 18 F.15 List of liquidated damages.

Page 18 G.16 Compliance

Listed on this page: E.9 Similar contracts with other private or government entities in the past 5 years:

MSW Disposal contracts in Southern California	Start-End Dates	Contract Amount
LA County Sanitation Districts-MSW overs (Agreement 4842)	03/12/2014-03/17/2017	\$33/ton
Culver City	01/01/2013-12/31/2023	Approximately \$1.1M/year
City of Ontario – MSW transfer and disposal.	06/03/2014-06/02/2019	\$1,000,000.00
Republic Services in L.A. - six transfer stations:		
American Waste TS	01/01/2017-12/31/2019	Confidential Rate
Bel-Art TS	01/01/2017-12/31/2019	Confidential Rate
Compton TS	01/01/2017-12/31/2019	Confidential Rate
East Los Angeles Recycling and TS	01/01/2017-12/31/2019	Confidential Rate
Falcon TS	01/01/2017-12/31/2019	Confidential Rate
Innovative Waste Control TS	01/01/2017-12/31/2019	Confidential Rate
Grand Central Recycling and Transfer	07/01/2015-12/31/2025	Confidential Rate
West Valley MRF LLC WMIE/BURRTEC Fontana	01/01/2015-	Confidential Rate

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.



SMALL BUSINESS/SELF-EMPLOYED DIVISION
Department of the Treasury
INTERNAL REVENUE SERVICE
201 W. Rivercenter Blvd Stop: 537G
Covington, KY 41011

February 19, 2008

Waste Management, Inc.
Corporate Tax Department
Attn: Ms. Linda K. Davis
1001 Fannin, Suite 4000
Houston, TX 77002

RE: Request for FEIN Verification

EIN: 68-0306154

Dear Ms. Davis:

This letter is in reply to your faxed request received on February 14, 2008, asking us to verify your employer identification number (EIN).

This letter confirms that your Employer Identification Number (EIN) as shown on our records is 68-0306154 and your name as shown our records is U S A WASTE OF CALIFORNIA INC.

If you have any questions, you may call me, Mrs. Neu, at (859) 669-3429 between the hours of 8:00 a.m. to 3:30 p.m.

Sincerely,

A handwritten signature in cursive script that reads "Mrs. Neu".

Mrs. Neu
Tax Examining Assistant
#17-01676

Page 11
C.2
Responsibility/USA Waste
05/06/2019

Current and Prior City of Los Angeles Contracts

USA Waste of California, Inc.

May 6, 2019

Contract No.	Name of City Department/Agency	Contact Person/ Phone Number	Signing Date	Completion Date	Description of Work	Total Dollar Amount
C-128878	Bureau of Sanitation	Dan Meyers (213) 485-3774	01/31/2017	Current	Exclusive franchise to provide collection, transfer, processing, and disposal services for solid resources to commercial establishments and applicable multifamily establishments in the West Valley and South East Valley collection zones.	\$1.06B
C-110742	Bureau of Sanitation	Javier Polanco 213-485-3062	Attested 10/19/2006	03/16/2014	Disposal services for city waste.	\$21,924,000.00
C-123735	Bureau of Sanitation	Rowena Romano 213-485-3626	Attested 03/17/2014	Current	Disposal services for city waste.	\$25.5M
C-107485	Bureau of Sanitation	Stanton Lewis 213-485-3581; Rowena Romano 213-485-3626	Attested 10/14/2004; 2006 final renewal	05/17/2016	Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas.	\$141M 2006-2015
C-127499	Bureau of Sanitation	Rowena Romano 213-485-3626	Attested 05/18/2016	Current	Receipt, Processing, and Reuse of Green Material, Food Material and Horse Manure from the City of Los Angeles' Curbside Collection Program.	\$14.9M/year; \$74.5M/5 yrs; two 5-year renewal options.
Contract 0650	Los Angeles Department of Water & Power	Gwendolyn W. Williams/No Contact Information/ E-bid on eRSP	12/22/2014	Current	Dumping Privileges for Dumping of Dirt, Asphalt, and Concrete	\$1M+/year contingent on loads delivered.

Contract 0809	Los Angeles Department of Water & Power	Gwendolyn W. Williams/No Contact Information/ E-bid on eRSP	09/28/2016	09/27/2017	Dumping Privileges for Dumping of Dirt, Asphalt, and Concrete	\$1M/year contingent on loads delivered.
114-073	Los Angeles World Airports	Ed Melara 424-646-8349	11/25/2014	11/24/2017	Basin clarifier drain services.	\$447,000.00
114-084	Los Angeles World Airports	Ed Melara 424-646-8349	12/22/2014	12/22/2017	Pumping and disposal of regulated waste.	\$240,000.00
114-082	Los Angeles World Airports	Ed Melara 424-646-8349	12/08/2014	12/08/2017	Hazardous waste removal.	\$390,000.00
116-01	Los Angeles World Airports	Richard Morales 310/-877-1131	08/18/2016	08/18/2017	Disposal of stockpile at Van Nuys Airport.	\$489,871.60
C-113188	Bureau of Sanitation	Michelle Mikesell 213-485-3884	03/18/2008; renewed on 04/28/2015.	Final extension until 03/17/2017.	Multi-family residential recycling.	\$17,000,000.00 for the first 5 years; \$3.3M/year for renewal period.
C-113956	Bureau of Sanitation	Emmanuel Alloh 310-648-5211	07/03/2008	08/11/2016	Landfill disposal of grit and screenings.	Not to exceed \$5.6M
C-112001	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	09/24/14	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility.	Not to exceed \$12,000,000.00
C-112002	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	09/24/14	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility.	Not to exceed \$12,000,000.00
C-124654	Bureau of Street Services	Pam Ostrander (213) 847-2811	09/25/14	Current/extended on 07/28/2017 for 5 years.	Disposal and recycling of inert materials. C&D added on 07/28/2017.	Up to \$7M

C-92531	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste in the Northeast SF Valley and central/downtown Los Angeles.	Not to exceed \$31,135,000.00
C-93689	Bureau of Sanitation	Javier Polanco 213-485-3062	07/1996	06/2001	Disposal services for city-collected residential waste.	\$18.07/ton+CPI for life of contract.
31654-15	Port of Los Angeles	Tricia Carey	07/21/2014	06/20/2015	Contract title: Hard-to-Handle Disposal Service.	\$65,000.00/year
01165-1	Department of Water & Power	Karen Higgins 213-367-1137	04/01/2001	03/31/03	Rubbish removal for 25-yard and 40yard containers.	\$150,000.00
4600002002	L.A. World Airports	Chris Baker	08/14/2003	06/30/04	Disposal of solid waste from 20- and 40-yard roll-off containers and compactors at LAX.	\$98,000.00
4600003685	L.A. World Airports	Cheryl Sampson	11/25/2005	11/25/2008	Commercial recycling.	\$99,000.00

Case Name	Court	Case Number	Filing Date	Close Date	Status	Description	Legal Entity
_____ v. Waste Management, Inc. dba Waste Management Landfill, El Sobrante Landfill, International Union of Operating Engineers Local 12	Fed. Dist. Ct. - C.D. Cal.	CV-17-03043	06/27/2017		Open	Discrimination lawsuit of former employee terminated in 2008. Both WM and Union filed to dismiss. Set for trial.	USA Waste
_____ v. Waste Management of Alameda County, Inc., and Barry Skolnick	Alameda	RG17863412	06/09/2017		Open	Discrimination lawsuit of former sales representative due to termination.	USA Waste
_____ v. USA Waste of California, Inc. and Barry Skolnick	Fed. Dist. Ct. - E.D. Cal.	2L17-CV-01154-JAM-CKD	06/01/2017		Closed	Discrimination lawsuit of former Human Resource employee. Court dismissed.	USA Waste
_____ v. USA Waste of California, Inc.; WM Resources, Inc.; Waste Management of California, Inc.; and Ruben Angulo	San Joaquin	39-2015-00326251-CU-WT-STK	06/12/2015		Open	Discrimination complaint/class action wage/hour.	USA Waste
_____ v. USA Waste of California, Inc.	Fed. Dist. Ct. - C.D. Cal.	BC529586	12/04/2013		Open	Complaint alleging wrongful termination (age), failure to pay overtime wages, failure to provide meal periods, and for waiting-time penalties at termination.	USA Waste

<p>_____, an individual, and on behalf of all others similarly situated, v. Waste Management, Waste Management, Inc., Coast Waste Management, Inc., WM Resources, Inc. and DOES 1-25. Tentative class settlement reached on behalf of all Southern CA hourly employees.</p>	<p>San Diego</p>	<p>RG13690880</p>	<p>08/07/2013</p>	<p>10/27/2017</p>	<p>Closed</p>	<p>Class action lawsuit of drivers for meal/rest break violations. Settled 10.27.17.</p>	<p>USA Waste</p>
<p>_____ vs. USA Waste of California, Inc.</p>	<p>Los Angeles</p>	<p>BC621754</p>	<p>05/16/2016</p>	<p>01/24/2016</p>	<p>Closed</p>	<p>Similar allegations to wage/hour class actions, same attorney. Settled.</p>	<p>USA Waste</p>
<p>_____ v. Waste Management, Inc.; USA Waste of California, Inc.</p>	<p>Los Angeles</p>	<p>BC607164</p>	<p>01/13/2016</p>	<p>03/06/2017</p>	<p>Closed</p>	<p>Former employee demoted and filed lawsuit. Settled in negotiations.</p>	<p>USA Waste</p>
<p>_____ v. USA Waste of California, Inc.</p>	<p>Riverside</p>	<p>RIC 1600206</p>	<p>01/07/2016</p>	<p>02/22/2017</p>	<p>Closed</p>	<p>Former driver alleged wrongful termination and discrimination. Settled in negotiations.</p>	<p>USA Waste</p>
<p>_____ v. USA Waste of CA, Inc.</p>	<p>Fed. Dist. Ct. - C.D. Cal.</p>	<p>BC572397</p>	<p>02/17/2015</p>	<p>05/12/2016</p>	<p>Closed</p>	<p>Former employee alleging age discrimination and wrongful termination.</p>	<p>USA Waste</p>
<p>_____ v. USA Waste of California, Inc. dba Waste Management</p>	<p>Riverside</p>	<p>RIC1407361</p>	<p>07/29/2014</p>	<p>09/04/2015</p>	<p>Closed</p>	<p>Disability discrimination lawsuit. Settled in party negotiation.</p>	<p>USA Waste</p>
<p>_____ v. USA Waste of CA, Inc., subsidiary of WM, Inc., dba/EI Sobrante Landfill, DOES 1-20, Case No. RIC 1310668, 2013</p>	<p>Riverside</p>	<p>RIC 1310668</p>	<p>09/13/2013</p>	<p>11/03/2014</p>	<p>Closed</p>	<p>Former landfill laborer alleged discrimination for retaliatory discharge. Settled.</p>	<p>USA Waste</p>

_____ v. USA Waste of California, Inc.	Los Angeles	BC509799	05/23/2013	07/31/2014	Closed	Complaint alleging wrongful termination, age discrimination and related claims.	USA Waste
_____, all individuals v. Waste Management of Alameda County, Inc.; Does 1 through 50, inclusive, (Federal FMLA Plaintiffs), 2012.	Fed. Dist. Ct. - N.D. Cal.	RG12656770, C-13-1404-MMC	03/28/2013	07/31/2014	Closed	Group complaint by fourteen plaintiffs alleging various FMLA claims, retaliation, sex discrimination/harassment, and intentional infliction of emotional distress	USA Waste
_____, et al. v. WMAC (State Non-FMLA Plaintiffs), Case No. RG12656770, 2012	Alameda	RG12656770	11/19/2012	06/08/2015	Closed	Employment class action for missed meals/breaks.	USA Waste
_____ v. WM, Inc. dba El Sobrante Landfill	Fed. Dist. Ct. - C.D. Cal.	5:11-cv-00842-SVW-OP	09/16/2011	04/24/2015	Closed	Wrongful termination complaint alleging breach of contract and other allegations.	USA Waste
_____ v USA Waste of CA	El Sobrante Landfill	RIC1818121	9/13/2018	Open		Former Laborer filed lawsuit alleging retaliation, wrongful termination, assault, intentional infliction of emotional distress, defamation and negligent hiring..	

F. 15. Disputes/liquidated damages
Responsibility Questionnaire/USA Waste of California, Inc.

The following are assessed liquidated damages and paid by WM.
This list does not include unresolved LDs.
The contract is ongoing.

LD Letter Date	Amount Assessed and Paid	Number of Missed Pick Ups
02/21/18	\$700	5
02/22/18	\$300	3
03/01/18	\$100	1
04/11/18	\$500	1
06/21/18	\$100	1
07/05/18	\$100	1
07/12/18	\$100	1
08/30/18	\$100	1
09/20/18	\$100	1
10/04/18	\$100	1
10/18/18	\$100	1
10/25/18	\$400	2

CONFIDENTIAL

Matter Name G. 16	Matter ID	Court	Case No.	Filing Date	Open Date	Status	Resolved Date	Close Date	Public Disclosure Description
Cal OSHA - Sagus, CA - Blue Barrel Disposal - Vehicle AC	2016-00048	Cal.App.1st			01/07/2016	Open			Cal OSHA inspected the facility and alleged that employees were subjected to heat stress because of a non-working AC unit in the vehicle. A citation was issued on December 15, 2015. Our appeal is due by January 7, 2016.
Cal OSHA - USA Waste of California, Inc. - Sun Valley, CA	2015-00084	Cal.App.1st	N/A		02/11/2015	Open			Cal OSHA investigated facility for heat related illness of temporary worker. Two citations issued related to the heat illness prevention plan for \$24,185. Inspection # 989309
Carlsbad Hauling - Cal OSHA Citation (2011)	2011-00275	Cal-OSHA Appeals Board	2011-R3D2-2385		04/01/2011	Open			Cal-OSHA enforcement action relating to fatality in Carlsbad, California. OSHA has issued two citations: one general for \$450 and one serious for \$70,000. The serious violation alleges that WM did not implement a barrier device to prevent the driver from falling from the vehicle.
El Sobrante LF - COC Permit Issue	2014-00873	N/A	N/A		02/27/2014	Open			The Citizen's Oversight Committee (COC) for the El Sobrante LF and the County Waste Management Department has raised several issues concerning WM's permits on a sedimentation basin constructed near the LF footprint.
California-OSHA - Lancaster, LF	2012-00743	Cal-OSHA Appeals Board	12-R4D3-3584/3586	12/11/2013	11/15/2012	Closed	09/23/2014	09/23/2014	Cal-OSHA citation and penalties for accident and injuries resulting from an employee being injured when a bale of MSW fell on him, requiring hospitalization. Settlement of citations for \$9,000.
WM Curbside, LLC - Placentia Violations	2012-00291	DTSC	HWCA 20136189	10/28/2013	04/27/2012	Closed	10/28/2013	03/27/2014	Alleged DTSC violations of state hazardous waste regulations.
FAA v. WM (HazMat Violation)	2014-01414	Federal Aviation Administration	2012S0700212	09/24/2013	09/30/2014	Closed	12/22/2014	12/22/2014	Administrative penalty for alleged unlawful shipment of one box of batteries in violation of FAA regulations.
OSHA - Carson City Transfer, CA	2013-00413	California OSHA Appeals Board	313648396		06/19/2013	Closed	09/23/2014	09/23/2014	Maintenance employee operating a forklift had an accident resulting in a fatality. Citation issued, penalty paid \$750.

EXHIBIT F
BUSINESS TAX REGISTRATION CERTIFICATE



CITY OF LOS ANGELES
 Office of Finance
 P.O. Box 53200
 Los Angeles CA 90053-0200

USA WASTE OF CALIFORNIA INC
 WASTE MANAGEMENT- SOUTHERN CALIFORNIA AREA

9081 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1516

9081 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1516

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS
CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
 THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX ISSUED:05/14/2015

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000383632-0001-7	L049	Professions/Occupations	01/01/2015	Active

USA WASTE OF CALIFORNIA INC
 WASTE MANAGEMENT- SOUTHERN CALIFORNIA AREA
 9081 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1516
 9081 TUJUNGA AVENUE
 SUN VALLEY, CA 91352-1516

ISSUED BY:

 DIRECTOR OF FINANCE

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
 NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

EXHIBIT G
LA RESIDENCE INFORMATION

Los Angeles Residence Information

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the city encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: USA Waste of California, Inc. dba Waste Management

I. Corporate or Main Office Address:

1001 Fannin Street

Houston, TX 77002

II Total Number of Employees in Organization: 43,700

Number and Percentage of Employees in Organization who are Los Angeles City Residents:

387 and 0.89 %

EXHIBIT H
NON-COLLUSION AFFIDAVIT

Non-Collusion Affidavit

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

I, Larry Metter, depose and say that I am

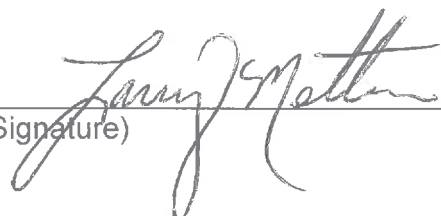
President-Southern California Area of USA Waste of California, Inc.
("President", "Vice President", etc.) (Name and Address of Organization)

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: May 6, 2019 at Los Angeles, California
(Month, Day, Year) (City, State)

(Corporate Seal)

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


(Signature)

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

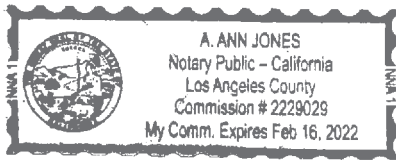
- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

~~_____
Signature of Document Signer No. 1~~ ~~_____
Signature of Document Signer No. 2 (if any)~~

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me
on this 6th day of May, 2019,
by Date Month Year



(1) Larry Metter
(and (2) o),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature A. Ann Jones
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 5/06/2019
Number of Pages: 1 Signer(s) Other Than Named Above: None

EXHIBIT I
CONTRACT HISTORY

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.

Please see attached.

USA Waste of California, Inc. dba Waste Management

Name of Organization

Larry Metter

Print Name

May 6, 2019

Date


Signature

President-Southern California Area

Title

Current and Prior City of Los Angeles Contracts

USA Waste of California, Inc.

May 6, 2019

Contract No.	Name of City Department/Agency	Contact Person/ Phone Number	Signing Date	Completion Date	Description of Work	Total Dollar Amount
C-128878	Bureau of Sanitation	Dan Meyers (213) 485-3774	01/31/2017	Current	Exclusive franchise to provide collection, transfer, processing, and disposal services for solid resources to commercial establishments and applicable multifamily establishments in the West Valley and South East Valley collection zones.	\$1.06B
C-110742	Bureau of Sanitation	Javier Polanco 213-485-3062	Attested 10/19/2006	03/16/2014	Disposal services for city waste.	\$21,924,000.00
C-123735	Bureau of Sanitation	Rowena Romano 213-485-3626	Attested 03/17/2014	Current	Disposal services for city waste.	\$25.5M
C-107485	Bureau of Sanitation	Stanton Lewis 213-485-3581; Rowena Romano 213-485-3626	Attested 10/14/2004; 2006 final renewal	05/17/2016	Receipt, processing, and reuse of residential green material from the Valley and Metro transfer areas.	\$141M 2006-2015
C-127499	Bureau of Sanitation	Rowena Romano 213-485-3626	Attested 05/18/2016	Current	Receipt, Processing, and Reuse of Green Material, Food Material and Horse Manure from the City of Los Angeles' Curbside Collection Program.	\$14.9M/year; \$74.5M/5 yrs; two 5-year renewal options.
Contract 0650	Los Angeles Department of Water & Power	Gwendolyn W. Williams/No Contact Information/ E-bid on eRSP	12/22/2014	Current	Dumping Privileges for Dumping of Dirt, Asphalt, and Concrete	\$1M+/year contingent on loads delivered.

Contract 0809	Los Angeles Department of Water & Power	Gwendolyn W. Williams/No Contact Information/ E-bid on eRSP	09/28/2016	09/27/2017	Dumping Privileges for Dumping of Dirt, Asphalt, and Concrete	\$1M/year contingent on loads delivered.
114-073	Los Angeles World Airports	Ed Melara 424-646-8349	11/25/2014	11/24/2017	Basin clarifier drain services.	\$447,000.00
114-084	Los Angeles World Airports	Ed Melara 424-646-8349	12/22/2014	12/22/2017	Pumping and disposal of regulated waste.	\$240,000.00
114-082	Los Angeles World Airports	Ed Melara 424-646-8349	12/08/2014	12/08/2017	Hazardous waste removal.	\$390,000.00
116-01	Los Angeles World Airports	Richard Morales 310/-877-1131	08/18/2016	08/18/2017	Disposal of stockpile at Van Nuys Airport.	\$489,871.60
C-113188	Bureau of Sanitation	Michelle Mikesell 213-485-3884	03/18/2008; renewed on 04/28/2015.	Final extension until 03/17/2017.	Multi-family residential recycling.	\$17,000,000.00 for the first 5 years; \$3.3M/year for renewal period.
C-113956	Bureau of Sanitation	Emmanuel Alloh 310-648-5211	07/03/2008	08/11/2016	Landfill disposal of grit and screenings.	Not to exceed \$5.6M
C-112001	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	09/24/14	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the East Valley Diversion Facility.	Not to exceed \$12,000,000.00
C-112002	Bureau of Street Services	Josie Santiago 213-847-2861	08/09/2007	09/24/14	Recycling and/or disposal of inert materials, mixed inert materials, waste debris, white goods and bulky items at the Downtown Diversion Facility.	Not to exceed \$12,000,000.00
C-124654	Bureau of Street Services	Pam Ostrander (213) 847-2811	09/25/14	Current/extended on 07/28/2017 for 5 years.	Disposal and recycling of inert materials. C&D added on 07/28/2017.	Up to \$7M

C-92531	Bureau of Sanitation	Stanton Lewis 213-485-3581	04/1995	08/2004	Processing and transport of green and wood waste in the Northeast SF Valley and central/downtown Los Angeles.	Not to exceed \$31,135,000.00
C-93689	Bureau of Sanitation	Javier Polanco 213-485-3062	07/1996	06/2001	Disposal services for city-collected residential waste.	\$18.07/ton+CPI for life of contract.
31654-15	Port of Los Angeles	Tricia Carey	07/21/2014	06/20/2015	Contract title: Hard-to-Handle Disposal Service.	\$65,000.00/year
01165-1	Department of Water & Power	Karen Higgins 213-367-1137	04/01/2001	03/31/03	Rubbish removal for 25-yard and 40yard containers.	\$150,000.00
4600002002	L.A. World Airports	Chris Baker	08/14/2003	06/30/04	Disposal of solid waste from 20- and 40-yard roll-off containers and compactors at LAX.	\$98,000.00
4600003685	L.A. World Airports	Cheryl Sampson	11/25/2005	11/25/2008	Commercial recycling.	\$99,000.00

EXHIBIT J
MUNICIPAL LOBBYING ORDINANCE

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 May 6, 2019 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN) BAVN 33682 Disposal Services	Awarding Authority (Department awarding the contract) Bureau of Sanitation, Department of Public Works
Bidder Name USA Waste of California, Inc. dba Waste Management	
Address 9081 Tujunga Avenue, Sun Valley, CA 91352	
Email Address llee@wm.com	Phone Number (818) 767-6180

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.

Larry Metter
Name
President - Southern California Area
Title


Signature
March 12, 2021
Date

Prohibited Contributors (Bidders)

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 May 14, 2019 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): BAVN 33682 Disposal Services Date Bid Submitted: May 16, 2019

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
Disposal Services for Residual Municipal Solid Waste in the City of Los Angeles

Awarding Authority (Department awarding the contract): Bureau of Sanitation, Department of Public Works

Bidder Name: USA Waste of California, Inc. dba Waste Management

Bidder Address: 9081 Tujunga Avenue, Sun Valley, CA 91352

Bidder Email Address: llee@wm.com Bidder Phone Number: (818) 767-6180

Schedule Summary

Please complete all three of the following:

- | | | |
|---|--|---|
| <p>1. SCHEDULE A – Bidder’s Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. <i>(If you check “Yes”, Schedule A is required.)</i></p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check “Yes”, Schedule B is required.)</i></p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input checked="" type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u></p> | | |

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.

Larry Metter
Name
President - Southern California Area
Title


Signature
March 12, 2021
Date

EXHIBIT K
IRAN CONTRACTING ACT OF 2010

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.

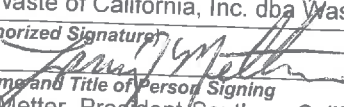

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

Vendor Name/Financial Institution (printed) USA Waste of California, Inc. dba Waste Management		BTRC (or n/a) 0000383632-0001-7
By (Authorized Signature) 		
Print Name and Title of Person Signing Larry Metter, President, Southern California Area		
Date Executed May 6, 2019	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)

EXHIBIT L
CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING
RESTRICTIONS

Prohibited Contributors (Bidders)

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 May 14, 2019 Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): BAVN 33682 Disposal Services Date Bid Submitted: May 16, 2019

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
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Bidder Name: USA Waste of California, Inc. dba Waste Management

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Bidder Email Address: llee@wm.com Bidder Phone Number: (818) 767-6180

Schedule Summary

Please complete all three of the following:

- | | | |
|---|--|---|
| <p>1. SCHEDULE A – Bidder’s Principals <i>(check one)</i></p> <p>The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).
At least one principal is required for entities. <i>(If you check “Yes”, Schedule A is required.)</i></p> | <p>Yes
<input checked="" type="checkbox"/></p> | <p>No
<input type="checkbox"/></p> |
| <p>2. SCHEDULE B – Subcontractors and Their Principals <i>(check one)</i></p> <p>The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. <i>(If you check “Yes”, Schedule B is required.)</i></p> | <p>Yes
<input type="checkbox"/></p> | <p>No
<input checked="" type="checkbox"/></p> |
| <p>3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>3</u></p> | | |

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.

Larry Metter
Name
President - Southern California Area
Title


Signature
March 12, 2021
Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule A pages are attached.

CEC Form 55
 Schedule A
 March 12, 2021

Report Name : Management Structure

Entity Name: USA Waste of California, Inc.

Name	Title	Title Role	Role Start
Metter, Larry W.	Director	Director	6/2/2014
Skolnick, Barry S.	Director	Director	6/2/2014
Tippy, Courtney A.	Director	Director	11/10/2014
Metter, Larry W.	President - Southern California Area	Officer	9/1/2012
Skolnick, Barry S.	President - Northern California Area	Officer	9/1/2012
Cassin, Joseph J.	Vice President	Officer	2/17/2003
Corcoran, Douglas E.	Vice President	Officer	6/3/2004
Demolder, Peter J.	Vice President and Assistant Secretary	Officer	9/1/2012
Henry, Robert G.	Vice President	Officer	5/12/2016
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer	9/1/2012
Nagy, Leslie K.	Vice President, Chief Financial Officer and Controller	Officer	11/29/2017
Reed, David L.	Vice President and Treasurer	Officer	7/31/2017
Stratton, David J. H.	Vice President and Assistant Secretary	Officer	9/1/2012
Tippy, Courtney A.	Vice President and Secretary	Officer	11/10/2014
Wilson, James A.	Vice President	Officer	9/26/2014
Bennett, Jeff R.	Assistant Treasurer	Officer	7/31/2017
Bohn, Jason C.	Assistant Secretary	Officer	6/5/2019
Finley, Catherine Riegler	Assistant Secretary	Officer	11/10/2014
Khajetoorians, Asteghik	Assistant Secretary	Officer	6/5/2019
Longo, Robert E.	Assistant Secretary	Officer	11/10/2014

EXHIBIT M
EXCERPT FROM FIRST AMENDED AND RESTATED SECOND EL SOBRANTE
LANDFILL AGREEMENT, A PUBLIC-PRIVATE PROJECT BETWEEN COUNTY OF
RIVERSIDE AND USA WASTE OF CALIFORNIA

Exhibit M – Excerpts from First Amendment and Restated Second El Sobrante Landfill Agreement, A Public-Private Project Between County of Riverside and USA Waste of California

4.9 Requirements under Second El Sobrante Landfill Agreement with Riverside County

CITY acknowledges that CONTRACTOR operates the LANDFILL under the Second El Sobrante Landfill Agreement with Riverside County. CITY agrees to abide by those policies, procedures, and site rules, whether documented in writing or established by practice, which are established by CONTRACTOR for the purpose of complying with the applicable requirements set forth in the Second El Sobrante Landfill Agreement with Riverside County, and specifically the provisions of **Sections 3.4.2, 4.1.2 and 9.24 (a)** of the Second El Sobrante Landfill Agreement, which are incorporated by this reference as if set forth herein in their entirety. Any established practice not appearing in the policies, procedures, site rules or the Second El Sobrante Landfill Agreement, shall be communicated to the CITY in writing. Those requirements may include, but are not limited to, (i) delivery of RESIDUAL MSW in transfer trailers, (ii) inspection of delivery vehicles, and (iii) compliance with AB 939 by the originating jurisdiction. CITY shall direct its TRANSPORTERS delivering RESIDUAL MSW to LANDFILL to comply with **Section XX** of the Second El Sobrante Landfill Agreement and to allow Riverside County to perform the required inspections.

Recorded at Request of

Clerk, Board of Supervisors

County of Riverside

When Recorded Return to

General Manager-Chief Engineer

Riverside County Department of Waste Resources

14310 Frederick Street

Moreno Valley, CA 92553

2018-0314986

08/06/2018 11:30 AM

*****Customer Copy Label*****

The paper to which this label is affixed
has not been compared with the
filed/recorded document

Peter Aldana
County Of Riverside
Assessor-County Clerk-Recorder

FIRST AMENDED AND RESTATED
SECOND EL SOBRANTE LANDFILL AGREEMENT
A PUBLIC-PRIVATE PROJECT
between
COUNTY OF RIVERSIDE,
and
USA WASTE OF CALIFORNIA, INC.

JUL 17 2018 12.10

3.4.2 Inspection and Monitoring. USA WASTE and COUNTY further agree that inspection and monitoring of all Solid Waste Facilities, which are involved in the flow of Waste to the Landfill, are necessary to assure themselves of compliance with the Non-hazardous Solid Waste standards for all Waste destined for the Landfill. USA WASTE and COUNTY, therefore, agree to the following:

(a) USA WASTE shall include a provision in each new contract with a supplier of Non-County Waste that:

(i) Requires the Waste supplier to have a valid permit for such operations if a permit is required;

(ii) Requires the Waste supplier to have documented procedures to determine that hazardous material and other prohibited materials are not included in the Non-hazardous Solid Waste delivered to Landfill;

(iii) Provides that the Waste supplier shall not ship Waste from any source which has been found by a governmental agency or court having jurisdiction to be in violation of the provisions of any applicable State or federal law dealing with waste diversion to the Landfill;

(iv) Provides that USA WASTE has the right to inspect, without notice, any facility from which Waste will be delivered to the Landfill;

(v) Provides that USA WASTE may terminate or suspend any contract with any facility shipping Waste to the Landfill if USA WASTE determines that the facility is not operating in accordance with any required permit, or is not implementing its documented procedures, or that any community served by it is not meeting the provisions of any applicable State or federal law dealing with waste diversion;

(vi) Provides that Riverside County LEA and/or Department of Environmental Health personnel may inspect their facility without prior notice from time-to-time, but not more often than once in any six-month period in the absence of a substantive violation of the terms of the facility's permit; and

(vii) Requires the Waste supplier to provide a copy of the annual report to CalRecycle for AB 939 compliance to the Riverside County LEA.

(b) Prior to the initial shipment of Waste to the Landfill from a Solid Waste Facility which has not previously sent Waste to the Landfill, the LEA and/or COUNTY Department of Environmental Health shall verify that the Solid Waste Facility is (i) operating in substantial compliance with its permit, (ii) has a documented procedure to prevent hazardous materials and other prohibited materials from being shipped to the Landfill, (iii) is implementing its documented procedures, and (iv) that every community it serves is in substantial compliance in all material respects with applicable State and federal laws dealing with waste diversion. If the LEA or the COUNTY Department of Environmental Health gives notice to USA WASTE or USA WASTE learns that a facility is not in compliance with this subsection (b) then, unless such non-compliance is cured within thirty (30) days after such notice or knowledge, no further shipments of Waste from the facility will be made to or accepted at the Landfill until the facility is in compliance.

(c) The LEA and/or COUNTY Department of Environmental Health shall have the unrestricted right to inspect at any time any and all shipments which are received at the Landfill to ensure that only Non-hazardous Solid Waste is disposed of at the Landfill.

(d) USA WASTE agrees to pay reasonable expenses incurred by

LEA in inspecting and monitoring the Landfill and the Non-County Waste being deposited therein as provided in this AGREEMENT, up to the maximum amount of \$200,000.00 per year. The \$200,000.00 per year, maximum, will be adjusted each five (5) calendar years in the same proportion that the Consumer Price Index published by the United States Department of Labor changes from the same index as of the month in which the Effective Date falls. The \$200,000 per year maximum will be renegotiated in the event of extraordinary changes in the LEA oversight as result of revised regulations, natural disaster or other COUNTY emergency.

(e) USA WASTE agrees that COUNTY personnel may inspect facilities owned by USA WASTE no more than once every three months and that these inspections will include a review of the facility's load check activities, access to load check documents including load check reports, training records, and load check waste manifests. These inspections may include up to three days each of performing actual load checks at the facility using COUNTY Hazardous Waste Inspectors in an effort to judge the effectiveness of the facility's hazardous waste exclusion efforts. These additional inspection efforts will be performed by COUNTY at no additional cost to USA WASTE.

4.1.2. Notification. USA WASTE shall notify COUNTY promptly of all contracts of the kind described in Section 4.1.1 and any changes to such contracts pursuant to which Non-County Waste will be deposited in the Landfill. If the contract is a matter of public record, USA WASTE will provide COUNTY with a copy of the contract. If the contract is not a matter of public record and USA WASTE chooses not to furnish a copy of it to COUNTY, then USA WASTE will make a copy of the contract available for review but not to be copied by COUNTY's legal counsel who will be authorized by COUNTY to verify the contract's rates and

terms with the understanding that all information reviewed by the attorney is confidential and shall not be disclosed except to certify to COUNTY that the applicable rates have been correctly disclosed by USA WASTE. In all cases, USA WASTE will supply COUNTY with the price per ton which USA WASTE is charging for depositing the Non-County Waste in the Landfill under the contract as determined under Section 4.1.1 above. If the contract price per ton varies with the rate of delivery the notice will include an estimate of the rate of delivery expected under the contract. USA WASTE shall provide COUNTY with monthly summaries of tonnage of Non-County Waste received during the previous month under qualified contracts segregated by source and itemizing the amount billed under such contract for that tonnage.

In addition, COUNTY may, not more often than once each calendar year request a review of any contract that it reasonably believes may require a billing credit under paragraph 4.1.1, whether or not notification of such contract has been provided by USA WASTE.

9.24. Non-County Waste Hauling. Non-County Waste shall be delivered to the Landfill only in equipment owned by USA WASTE or entities under contract with USA WASTE. Non-County Waste shall be delivered to the Landfill only in large transfer type trucks and trailers and no collection vehicles will be used to deliver Non-County Waste to the Landfill (refer to Exhibit "H" for a list of authorized vehicle types).

EXHIBIT "H"
 EL SOBRANTE LANDFILL
 AUTHORIZED VEHICLE TYPES FOR NON-COUNTY WASTE

Vehicle Type	Description	Policy/Restrictions
1	Car or Station Wagon	Not Allowed
2	Van, Pickup Truck or Trailer	Not Allowed
3	Truck or 2 Wheel Trailer	Not Allowed
4	Car, Van, or Truck w/2-wheel trailer (both carrying)	Not Allowed
8	10-16 Wheel Truck or Tractor Trailer	Allowed w/15 or more tons
10	18-Wheel Tractor Trailer	Allowed -no restrictions
11	Liquid Waste Tanker	Not Allowed
13	Commercial Hauler (non-compacted)	*Allowed -with restrictions
14	6-Wheel Truck (over 2 Tons Capacity)	Not Allowed
16	Commercial Hauler (Compacted Front End Loader)	Not Allowed
17	Commercial Hauler (Compacted Roll-off)	*Allowed -with restrictions
18	Commercial Hauler (Compacted Rear/Side Loader)	Not Allowed
19	Transfer Trailer	Allowed -no restrictions

* 13/17 -Allowed if hauling 2 bins, has 18 wheels, or carrying 15 or more net tons

Note - Riverside County allows for incidental volumes of waste from any jurisdiction to be disposed of at the landfill to avoid or minimize illegal dumping (vehicle types 1-4 only).

EXHIBIT N
EL SOBRANTE LANDFILL PROCEDURES AND PROTOCOLS

Exhibit N – El Sobrante Landfill Procedures and Protocols

Waste Handling

- El Sobrante Landfill maintains daily records of the types and quantities of municipal solid waste, including separated or commingled recyclables received each day.
- El Sobrante Landfill will accept deliveries of City of Los Angeles Waste (City Waste) from 4:00 a.m. Monday to 6 p.m. Saturday.
- City Waste must be delivered to the landfill in transfer trailers.
- Trucks tip refuse at or near the working face. Trailer tipper(s) are used to facilitate unloading of some transfer trailers.
- Operation of the landfills utilizes a "fill and cover" sequence in which waste is deposited, spread, compacted and covered, forming a series of cells. The active working face of the landfill is sized to accommodate incoming traffic and facilitate adequate landfill compaction.
- Bulky item, such as large tree stumps or concrete from demolition wastes with protruding rebar, are separated when possible, to protect the integrity of the liner systems. These bulky items are set aside in a specified area of the working face and covered with solid waste and compacted in place.
- At the close of each operating day, the working face is covered with a combination of soil, approved Alternative Daily Cover (ADC) and/or tarps. The working face is sloped to reduce the amount of storm water infiltration into the waste unit.

At El Sobrante Landfill where 24-hour continuous operation is in place, daily cover is placed on any disposed waste that will not receive new waste within a 12-hour period.

Daily records of the number and types of vehicles using the facility per day is maintained.

Scavenging is strictly prohibited at El Sobrante and all landfills.

It should be noted that El Sobrante operates as a public-private partnership between WM and Riverside County. USA Waste runs all operations related to the landfill. Riverside County controls the scale house and provides USA Waste data that it needs for required reports.

Site Cleanup and Litter Control

A number of measures are utilized to minimize the occurrence of litter and other foreign material. Litter is controlled at the working face by the use of soil cover or an approved alternative, portable litter fences, reduction of the size of the working face during periods of high winds, and policing of surrounding areas. Litter pick-up and control is performed on a routine basis.

Hazardous Waste Exclusion

A hazardous waste load checking program is in place, keeping track of quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream. A record regarding the disposition of these materials is maintained.

El Sobrante Landfill does not accept hazardous waste and operates in accordance with the County of Riverside hazardous load-check program for screening of incoming wastes. The load check program was established by the County of Riverside Waste Management Department and Department of Environmental Health. The program is implemented at El Sobrante by trained County personnel and is designed to control improper disposal of household or other hazardous waste:

- Public and commercial disposal vehicles that deliver waste to our landfills are subject to random inspections at the scale house, and by a load checker at the working face. Public and commercial dumping areas are segregated at the working face.
- When unacceptable wastes are observed in either a private or commercial load prior to dumping, the vehicle is turned away, and the hauler is given educational material detailing proper procedures and guidelines for handling and disposal of hazardous waste. If a discharging load contains unacceptable waste, the hauler is issued a Warning Notice of Violation by the County load-checker and is required to remove the unacceptable waste from the landfill.
- Incidental hazardous waste recovered at the landfill is placed in a designated container located in an isolated area of the landfill.

Emergency Plans

El Sobrante landfill operates 24-hours per day and has trained personnel and security staff ready to respond and report emergencies. An Emergency Response Plan contact list is prominently displayed in the administration building, employee building, and other key locations. The list is updated as necessary, and contains the telephone numbers of key personnel and agencies to be contacted in the event of an emergency involving serious personal injury, fire, hazardous materials, or other site emergencies.

Waste Accepted

El Sobrante landfill accepts incoming waste from both Riverside County and out of County origins. Wastes that are accepted at the landfill include:

- Municipal Solid Waste (MSW)
- Agricultural wastes
- Animal wastes
- Construction & Demolition wastes (C&D)
- Inert materials
- Dead animals
- Eggwashing wastes
- Urban wood wastes
- White goods for recycling only and large metallic materials (pursuant to Riverside County policy implementing State Public Resource Code Section 42170)
- Other Class III and inert wastes
- Petroleum Contaminated Soils (as approved by the Riverside County Hazardous Materials Management Division and RWQCB)
- Off-specification liquids in original consumer packaging (as approved by the RWQCB in accordance with 40 CFR28.28(b))
- Treated medical waste that has been treated with a method approved by the California Department of Health Services that, render the medical "solid waste" and that come from a facility that is inspected by the Department of Health Services or a local enforcement agency (as approved by the Riverside County Waste Management Department)
- Incinerator Ash, in accordance with 27 CCR20220(d), (unless the Department of Toxic Substances Control (DTSC)determines that the waste must be managed as hazardous waste)
- Treated Wood Waste (in accordance with California Health and Safety Code, §25150.7 and 25150.8, for disposal in composite-lined areas without a prior release)

Excluded Wastes

Unacceptable waste includes but not limited to:

- Hazardous, toxic, flammable, and explosive waste
- Transmissions
- Engines
- Oil
- Paint or thinner
- Gasoline
- Tires
- Batteries
- Pesticides
- Aerosols
- Chemicals
- Explosives
- Asbestos
- Septic tank pumps

03/30/2021

EXHIBIT O
LANDFILL PERMITS

Exhibit O – Landfill Permits
(As listed on Table B in the contract.)

1. El Sobrante Landfill
2. Lancaster Landfill
3. Antelope Valley/Palmdale Landfill
4. Azusa Landfill
5. Simi Valley Landfill

SOLID WASTE FACILITY PERMIT

Facility Number:

33-AA-0217

1. Name and Street Address of Facility:

El Sobrante Landfill
10910 Dawson Canyon Rd
Corona, CA 92883-5020

2. Name and Mailing Address of Operator:

USA Waste Services of California, Inc.
10910 Dawson Canyon Rd
Corona, CA 92883-5020

3. Name and Mailing Address of Owner:

USA Waste Services of California, Inc.
10910 Dawson Canyon Rd
Corona, CA 92883-5020

4. Specifications:

a. Permitted Operations: Solid Waste Disposal Site

b. Permitted Hours of Operation: 24 hours per day, Monday through Sunday, except on the six (6) days identified by Riverside County as landfill closure holidays. The site may accept waste for a continuous 24-hour period, Monday through Sunday. Daily cover will be placed on any disposed waste that will not receive new waste within a 12-hour period.

c. Permitted Maximum Tonnage: 16,054 Tons per Day and 70,000 Tons per Week


d. Permitted Traffic Volume: 1,305 Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal
Permitted Area (in acres)	1,322	468
Design Capacity (cu.yds)		209.91 million
Max. Elevation (Ft. MSL)		1,832
Max. Depth (Ft. MSL)		170
Estimated Closure Year		2051

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:


Steve Van Stockum, Director

6. Enforcement Agency Name and Address:

Riverside County Department of Environmental Health
3880 Lemon St, Ste 200
Riverside, CA 92501

7. Date Received by CalRecycle:

September 10, 2018

8. CalRecycle Concurrence Date:

October 31, 2018

9. Permit Issued Date:

11-1-18

10. Permit Review Due Date:

~~September 8, 2019~~ SS
11-1-2023

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT

Facility Number:

33-AA-0217

12. Legal Description of Facility:

Section 26 and 23, Township 4 South, Range 6 West, San Bernardino Baseline and Meridian

13. Findings:

- a. The Countywide Integrated Waste Management Plan was approved by CalRecycle on 9/23/98. The location of the facility is identified on pages 4-17 of the Countywide Siting Element, pursuant to Public Resources Code, Section 50001(a).
- b. This permit is consistent with standards adopted by CalRecycle, pursuant to Public Resources Code, Section 44010.
- c. The design and operation of this facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Enforcement Agency.
- d. The Riverside County Fire Department has determined that the facility is in conformance with applicable fire standards as required by Public Resources Code, Section 44151.
- e. A project Environmental Impact Report (EIR), consisting of a Draft EIR, Final EIR, and an Update to the Final EIR, was prepared to evaluate the El Sobrante Landfill Expansion Project under the California Environmental Quality Act (CEQA). On September 1, 1998, the Riverside County Board of Supervisors adopted Resolution No. 98-275 certifying the project EIR (SCH # 1990020076).
- f. A Notice of Determination was filed with the Governor's Office of Planning and Research on September 2, 1998, for the El Sobrante Landfill Expansion Project.
- g. Riverside County Board of Supervisors approved the Addendum to El Sobrante Landfill Expansion Project EIR (State Clearinghouse [SCH] No. 90020076) on November 4, 2003.
- h. Riverside County Board of Supervisors approved the Notice of Exemption 2003-3/Amendment No. 1 to Second El Sobrante Landfill Agreement on June 26, 2003. The project is an amendment to the Second El Sobrante Landfill Agreement.
- i. On March 31, 2009, the Riverside County Board of Supervisors adopted Resolution No. 2009-093, approving the El Sobrante Landfill SWFP Revision Project, certifying the Supplemental Environmental Impact Report (SEIR) State Clearinghouse (SCH) No.: 2007081054.
- j. On July 17, 2018, the Riverside County Board of Supervisors approved the First Amended and Restated Second El Sobrante Landfill Agreement and approved an Addendum to the previously certified EIRs (EIS-SCH# 1990020076 & 2007081054)

14. Prohibitions:

The permittee is prohibited from accepting the following wastes:

Hazardous, radioactive, medical, liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Report of Facility Information and approved amendments thereto and as approved by the enforcement agency.

15. The following documents describe and/or restrict the operation of this facility:

	Date		Date
Joint Technical Document and Amendments	April 2018	Preliminary Closure and Postclosure Maintenance Plan	April 2018
Waste Discharge Requirements Order No. R8-2016-0034	Sept 16, 2016	Closure Financial Assurance Documentation	April 2018
Environmental Impact Report (SCH #1990020076)		Operating Liability Certification	Dec 11, 2017
Draft EIR	4/94	First Amended and Restated Second El Sobrante Landfill Agreement	August 6, 2018
Final EIR	4/96		
Update to Final EIR	7/98		
Notice of Exemption 2003-3	6/03		
SEIR (SCH #2007081054)	3/09		
Addendum to EIRs	7/18		

SOLID WASTE FACILITY PERMIT

Facility Number:

33-AA-0217

16. Self Monitoring:

The owner/operator shall submit the results of all self monitoring programs to the Enforcement Agency within 30 days of the end of the reporting period *(for example, 1st quarter = January – March, the report is due by April 30, etc.. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated.)*

Program	Reporting Frequency
<p>a. Maintain daily records of the types and quantities of municipal solid waste, including separated or commingled recyclables received each day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide, in tons, the monthly total of waste received and the peak daily load received during the quarter.</p>	Quarterly
<p>b. Results of the hazardous waste load checking program, including the quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these materials.</p>	Quarterly
<p>c. Maintain daily records of the number and types of vehicles using the facility per day. Daily records shall be available to the EA upon request. For reporting purposes, the quarterly report shall provide the monthly total of the number of vehicles that used the facility during the quarter.</p>	Quarterly
<p>d. Copies of all written complaints by the public regarding this facility and the operator's actions taken to resolve these complaints.</p>	Quarterly
<p>e. Results of the landfill gas monitoring program.</p>	Quarterly
<p>f. Wet weather preparedness report/winter operations plan.</p>	Annual – due by November 1
<p>g. Fill sequencing plan for the forthcoming year.</p>	Annually
<p>h. Remaining site capacity.</p>	Annually
<p>i. Maintain daily tonnage records of processed and unprocessed green material. Include a tonnage record of contaminants, etc. removed from the unprocessed green material for landfill disposal.</p>	Quarterly

SOLID WASTE FACILITY PERMIT

Facility Number:

33-AA-0217

17. Enforcement Agency (EA) Conditions:

- a. The operator shall comply with all State Minimum Standards for solid waste handling and disposal as specified in Title 27, California Code of Regulations.
- b. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharge and disposition of hazardous or unpermitted wastes, and significant injuries, accidents or property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The log shall be available to site personnel and the EA at all times.
- c. Additional information concerning the design and operation of the facility shall be furnished upon request and within the time frame specified by the EA.
- d. The maximum permitted weekly tonnage for disposal for this facility is 70,000 tons per week, with a maximum daily peak of 16,054 tons per day for disposal and shall not receive more than this amount without a revision of this permit.
- e. For both unprocessed and processed green material, the maximum acceptance rate is 2,284 tons per day or 14,788 tons per week.
- f. Two different criteria will be used to determine the frequency of daily cover placement.
 - 1. **24 Hour Continuous Operation:** When the landfill is conducting 24-hour operations at the working face of the landfill, daily cover will be placed on any disposed waste that will not receive new waste within a 12-hour period.
 - 2. **All Other Operations:** When the landfill is operating less than 24-hour per day, daily cover will be placed on the disposed waste at the end of each working day. When earthen daily cover is applied, the working face is sloped and covered with soil to reduce the amount of infiltration into the waste from precipitation and the associated surface water runoff. The daily cover will be compacted to six inches by heavy equipment.
- g. This permit is subject to review by the EA and may be suspended, or revised at any time for sufficient cause, in accordance with Division 30 of the Public Resources Code, Part 4, Chapter 4, Article 2, Sections 44305 et. seq. and associated regulations.
- h. The EA reserves the right to suspend or modify waste receiving and handling operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
- i. Any change that would cause the design or operation of the facility not to conform to the terms and conditions of this permit is prohibited. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change not authorized by the permit without first submitting a written notice of the proposed change, in the form of a JTD amendment, to the EA at least 180 days in advance of the change.
- j. A copy of this permit and a current JTD shall be maintained at the facility.

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0050

1. Name and Street Address of Facility:

Lancaster Landfill and Recycling Center
600 East Ave F
Lancaster, CA 93535

2. Name and Mailing Address of Operator:

Waste Management of CA, Inc.
600 East Ave F
Lancaster, CA 93535

3. Name and Mailing Address of Owner:

Waste Management of CA, Inc.
600 East Ave F
Lancaster, CA 93535

4. Specifications:

- a. Permitted Operations:**
- Solid Waste Disposal Site
 - Transformation Facility
 - Transfer/Processing Facility (MRF)
 - Other: _____
 - Composting Facility /Green Material

b. Permitted Hours of Operation: Monday through Saturday

Receipt of Refuse.....5:00 AM to 8:00 PM
Landfill and Ancillary Operations.....5:00 AM to 10:00 PM

c. Permitted Maximum Tonnage: 5,100 Tons per Day

Non-hazardous – Refuse 3,000 Tons/Day *
Inert debris and Beneficial use 2,100 Tons/Day

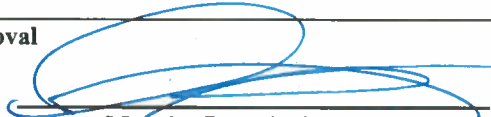
d. Permitted Traffic Volume: N/A vehicles per day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer	Composting	Transformation
Permitted Area (acres)	276	210.3			
Design Capacity (cu.yds)		27.7 million*			
Max. Elevation (ft. MSL)		2400*			
Max. Depth (ft. MSL)		N/A			
Estimated Closure Date		July 2025 or March 2044*	*see page 5 part C, Specifications		

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval


Maurice Pantoja, Manager

Solid Waste Management Program
Environmental Protection Branch

6. Local Enforcement Agency:

County of Los Angeles
Department of Public Health
Solid Waste Management Program
5050 Commerce Drive
Baldwin Park, California 91706
(626) 430-5540

7. Date Received by CalRecycle:

January 16, 2013

8. CalRecycle Concurrence Date:

February 6, 2013

9. Permit Issued Date:

February 19, 2013

10. Permit Review Date:

N/A

10 a. Permit Review Due Date:

February 19, 2023

11. Owner/Operator Transfer Date:

N/A

12. Legal Description of Facility:

The NE ¼ of section 35 and the N ½ of the NW ¼ of section 36 and the S 30 acres of the NW ¼ of the NE ¼ of section 36, Township 8 N, Range 12 W, San Bernardino Meridian.

13. Findings:

- a. A Countywide Integrated Waste Management Plan was approved by the former California Integrated Waste Management Board (CIWMB) now the Department of Resources Recycling and Recovery (CalRecycle) on June 23, 1999. Pursuant to Public Resources Code (PRC), section 50001 (a)(1), this facility is identified in the Countywide Siting Element which has been approved pursuant to PRC Section 41721.
- b. This permit is consistent with the standards adopted by the CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA), pursuant to PRC 44009.
- d. A permit review was conducted on August 18, 2011, and a field inspection was conducted on Nov 28, 2012.
- e. The local fire protection agency, the Los Angeles County Fire Department, Station No. 33, located at 44947 Date Ave., has determined that the facility is in conformance with applicable fire standards pursuant to PRC Section 44151.
- f. The following environmental documents have been filed with the State Clearinghouse (SCH) and/or certified by the Planning Commission for this facility:
 - Environmental Impact Report (EIR) (SCH # 1993101036 dated May 1998)
 - Addendum to May 1998 EIR dated June 6, 2000
 - Supplemental Environmental Impact Report (SCH # 1993101036 dated October 2011)
- g. This permit does not supplant or modify local land use entitlements or local agencies' authority to enforce local entitlements. It is recognized by the LEA that the operator must comply with the provisions of the Integrated Waste Management Act (IWMA), state regulations and the terms and conditions of this permit as well as other regulatory requirements and applicable local land use measures which govern the operator's activities at the site. If the requirements inadvertently overlap, it is expected that the operator will comply with the more stringent requirement in order to maintain compliance. Non-compliance with another agency requirement may not constitute a violation of this permit, the IWMA, or state regulations.

14. Prohibitions

The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, untreated medical, liquid, designated waste, large dead animals or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document and approved amendments thereto and as approved by the enforcement agency and other federal, state, and local agencies.

15. The following documents also describe the operation of this facility:

Document	Date	Document	Date
Joint Technical Document (JTD)	Feb. 2000 Revised Sept. 2012	Financial Assurance and Liability	November 14, 2012
EIR SCH# 1993101036	May 13, 1998	Conditional Use Permit No. 03-170	Dec. 14, 2011
Addendum to EIR SCH# 1993101036	June 6, 2000	Waste Discharge Requirements Order No. 6-00-55	June 14, 2000 Amended on Oct 14, 2010 (Revision pending)
Supplemental EIR SCH# 1993101036	October 2011	Preliminary Closure/Post-Closure Maintenance Plan	Feb. 2000 Revised Sept. 2012

SOLID WASTE FACILITY PERMIT		Facility Name: Lancaster Landfill and Recycling Center	
		SWFP No. 19-AA-0050	Page 3 of 5
16. Self-Monitoring:			
The owner /operator shall submit the results of all self monitoring programs to the LEA within 15 days of the end of the reporting period (for example, 1 st quarter = January-March, the report is due by April 15, etc. Information required on an annual basis shall be submitted with the 4 th quarter monitoring report, unless otherwise stated).			
Program		Reporting Frequency	
a. The types and quantities of non-hazardous wastes, including separated or commingled recyclables, received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of three years. These records shall be made available to any LEA personnel upon request.		<p style="text-align: center;">Monthly</p> <p>(Due 15 days following the end of each reporting period)</p>	
b. The types and quantities of hazardous wastes, medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these wastes.			
c. All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program. Incidents, as used here, means that the hauler or producer of the prohibited materials is known.			
d. Reports of all special/unusual occurrences and the operator's actions taken to correct these occurrences. (see condition 17.A.4)			
e. The number of vehicles using the facility per day and per week.			
f. Copies of all written complaints and records of complaints received by telephone regarding this facility and the operator's actions taken to resolve these complaints. (see condition 17.A.5)			
g. Record of receipt of a Notice of Violation from any regulatory agency. (Notification to the LEA within 24 hours is required upon receiving a Notice of Violation from any regulatory agency as indicated on page 4, LEA Condition 17.A.5)			
h. An estimate of the remaining capacity (in cubic yards and tons), and the remaining life of the existing permitted site in years and months.		<p style="text-align: center;">Quarterly</p> <p>(Due the 15th of January, April, July, and October)</p>	
i. The results of the landfill gas migration control program.			
j. Wet weather preparedness report and winter operations plan.		<p style="text-align: center;">Annually</p> <p>(Due September 15th)</p>	
k. Topographical map* showing all current fill locations.		<p style="text-align: center;"><u>Annually</u></p> <p>(Due January 15th)</p>	
l. Topographical map* which indicates all cuts into native material from the previous year to the present date.			
*The above two maps shall be drawn to a scale no smaller than one inch = 200 feet unless otherwise approved by the LEA.			

17. LEA Conditions:**A. Standard Requirements:**

1. The operator shall comply with all applicable State Minimum Standards for Solid Waste Handling and Disposal as specified in Title 27, California Code of Regulations (27 CCR).
2. The operator shall provide to the LEA, within the time specified, any additional information concerning the design and operation of this facility upon request by the LEA personnel.
3. A copy of this permit and current JTD, as amended, shall be maintained at the facility so as to be available at all times to facility personnel and the LEA.
4. The operator shall maintain a log of special/unusual occurrences. The log shall include, but not be limited to, fires, landslides, earthquake damage, unusual and sudden settlement, injury and property damage accidents, explosions, receipt or rejection of non-permitted wastes, flooding, operational shutdowns and other unusual occurrences. Include a summary of the actions taken to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and LEA personnel. Any entries of special/unusual occurrences made in this log must be reported to the LEA within 24 hours. Call the duty officer, County of Los Angeles, Department of Public Health, Solid Waste Management Program at (626) 430-5540.
5. Notification to the LEA within 24 hours is required for any written complaints received or any complaint called into the facility and any record of receipt of a violation from any regulatory agency.
6. This permit is subject to review by the LEA and may be suspended, revoked or revised at any time for sufficient cause.
7. The LEA reserves the right to suspend or modify waste receiving operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
8. The maximum permitted daily tonnage for this facility is 5,100 tons per day and shall not receive more than this amount without a revision of this permit.
9. The operator may not change the design or operation of the facility as described in the current permit and JTD without the approval of the EA, as provided in Title 27, Section 21620. Such a change may be considered a significant change, requiring a permit revision. In no case shall the operator implement any change in the design or operation of the facility without first submitting a written notice of the proposed change, in the form of an RFI amendment application, to the EA at least 180 days in advance of the planned implementation of the change.
10. The operator and/or owner shall notify the LEA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the CalRecycle and the LEA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision of this permit.
11. The operator shall immediately report any incidental receipt of untreated medical waste to the California Department of Public Health (CDPH) Medical Waste Management Program at (213) 977-6877 or (213) 977-7379.
12. The operator shall provide training to their personnel to educate them in the identification of medical waste as well as the proper action to take in the event this type of waste is identified at the site.

B. Particular Requirements:

1. Operational controls shall be established to preclude the receipt and disposal of volatile organic chemicals or other types of prohibited wastes:
 - a. The operator shall install and maintain an operational, calibrated radiation detector at the scales to detect radioactive materials, at all times, during the hours of receipt of solid waste.
 - b. Incidents of receipt of suspected radioactive materials, or warnings from the radiation detector, shall be reported immediately to the County of Los Angeles, Department of Public Health, Radiation Management Program at (213) 351-2718 and the LEA.

B. Particular Requirements (continued):

- c. The operator shall comply with the approved Hazardous Waste Screening Program (HWSP) as described in the current JTD. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement the HWSP in the JTD:
- (1) A minimum of one (1) loadcheck will be conducted per every 500 tons of municipal solid waste, or portion thereof, received at the facility per operating day. The operator shall inspect all waste vehicle loads if there is any reason to believe the loads may contain prohibited wastes.
 - (2) The LEA may increase the required number of incoming waste load inspections if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety and the environment.
 - (3) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of solid waste and other materials. All working disposal areas shall be under continual visual inspection by facility personnel, such as spotters, equipment operators, and supervisors.
 - (4) Facility personnel and new employees performing duties required by the Hazardous Waste Screening Program shall be trained prior to assignment. The training must include, but is not limited to, how to recognize hazardous waste and other prohibited waste, the proper method of containment, and the reporting requirements of this program. Facility personnel are to be retrained on an annual basis and updated as needed.
 - (5) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately of any incidents of illegal hazardous materials disposal:
 - (a) Duty officer, Los Angeles County Fire Department, Health Hazardous Materials Division at (323) 890-4317.
 - (b) Environmental Crimes Division, Los Angeles County District Attorney at (213) 580-8777.
 - (c) California Highway Patrol at (800) 835-5247 or (818) 240-8200.
 - (6) Any hazardous materials thus found shall be set aside in a secured area to await proper disposition following notification of the producer (if known) and the appropriate governmental agencies.
2. The LEA reserves the right to require the operator to provide more stringent dust and odor control measures, if the proposed dust and odor control measures identified in the current JTD prove to be inadequate or ineffective.
 3. The use of alternative daily cover (ADC) shall be limited to the materials as described in the current JTD and approved by the LEA.
 4. The operator shall comply with Title 14 California Code of Regulations (14 CCR) Section 17383.3 for Construction & Demolition (C&D) wood debris as identified in the green and wood recovery operation section in the current JTD. The LEA reserves the right to reduce the storage time of these materials if the storage presents a health hazard or becomes public nuisance.

C. Specifications:

1. The daily refuse tonnage of 3,000 includes a maximum of 10 tons per day of sludge material.
2. The Estimated Closure date [specified on Page 1, Section 4 (e) of this permit] is based on 3,000 tons per day or 1,223 tons per day throughput provided in the current JTD.
3. The maximum landfill elevation of 2,400 feet mean sea level (msl) including the final cover as stated in the current JTD.

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AA-5624

1. Name and Street Address of Facility:

Antelope Valley Public Landfill
1200 W. City Ranch Road
Palmdale, California 93551

2. Name and Mailing Address of Operator:

Antelope Valley Recycling & Disposal Facility, Inc.
1200 W. City Ranch Road
Palmdale, California 93551

3. Name and Mailing Address of Owner:

Antelope Valley Recycling & Disposal Facility, Inc.
1200 W. City Ranch Road
Palmdale, California 93551

4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site Transformation Facility
 Transfer/Processing Facility (MRF) Other: _____
 Composting Facility (MSW/green material/C&G)

- b. Permitted Hours of Operation:** Receipt of Refuse/Waste: ----- Monday – Saturday: 6:00a.m. to 8:00p.m.
 Ancillary Operations/Facility Operating Hours: ----- Monday – Saturday: 5:00a.m to 10:00p.m.

- c. Permitted Maximum Tonnage:** _____ 3,564 Tons per day (TPD)
 • Refuse/Waste for Disposal.....1,800 TPD
 • Materials for Recyclable and Benefit Use.....1,764 TPD

- d. Permitted Traffic Volume:** _____ N/A Vehicles per day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	185	125	N/A	N/A	N/A
Design Capacity (cu.yds) (remaining capacity)		20.4 million**	N/A	N/A	N/A
Max. Elevation (Ft. MSL)		3,200**			
Max. Depth (Ft. MSL)		N/A			
Estimated Closure Year		2042**	**See page 6, IEA condition 17C. Specification details.		

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving officer signature
Gerardo Villalobos, Chief, Solid Waste Management Program
Name/Title

6. Enforcement Agency Name and Address:

County of Los Angeles
Department of Public Health
Solid Waste Management Program
5050 Commerce Drive
Baldwin Park, CA 91706

7. Date Received by CalRecycle:

September 28, 2011

8. CalRecycle Concurrence Date:

November 7, 2011

9. Permit Issued Date:

November 16, 2011

10. Permit Review Date:

November 10, 2016

11a. Permit Review Due Date:

November 10, 2021

11b. Owner/Operator Transfer Date:

N/A

12. Legal Description of Facility:

The Antelope Valley Public Landfill is located directly west of the Antelope Valley Freeway (SR-14) and north of the Anaverde Creek, in an area known as the Anaverde Valley. The legal description of this facility is contained in appendix A of the Joint Technical Document (JTD) dated October 2010 (revised June 2011).

13. Findings:

- a. This permit is consistent with the Los Angeles County Countywide Integrated Waste Management Plan, which was approved by the Department of Resources Recycling and Recovery (CalRecycle) on June 23, 1999. The location of the facility is identified in the Countywide Siting Element, pursuant to Public Resources Code (PRC) Section 50001(a).
- b. This permit is consistent with the standards adopted by the CalRecycle pursuant to PRC Section 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA), pursuant to PRC Section 44009.
- d. The local fire protection agency, the Los Angeles County Fire Department, has determined that the facility is in conformance with the applicable fire standards, pursuant to PRC Section 44151.
- e. An Environmental Impact Report (EIR) was filed with State Clearing House (SCH) and certified by the City of Palmdale on May 12, 2011. The EIR (SCH # 1990010988) is consistent with and supports this permit and JTD.
- f. A Finding of Conformance with the Los Angeles County Countywide Integrated Waste Management Plan, in accordance with the requirements of Chapter 10 of the Los Angeles County Countywide Siting Element (Siting Element), was approved in spring 1997 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. The Siting Element was approved by Los Angeles County Board of Supervisors in June 1997.
- g. The City of Palmdale Planning Commission has found the landfill operation to be consistent with the City of Palmdale General Plan. A Conditional Use Permit (CUP) No. 98-12 was approved by the commission on June 9, 2011.
- h. This permit does not supplant or modify local land use entitlements or local agencies' authority to enforce local entitlements. It is recognized by the LEA that the operator must comply with the provisions of the Integrated Waste Management Act (IWMA), state regulations and the terms and conditions of this permit as well as other regulatory requirements and applicable local land use measures which govern the operator's activities at the site. If the requirements inadvertently overlap, it is expected that the operator will comply with the more stringent requirement in order to maintain compliance. Non-compliance with another agency requirement may not constitute a violation of this permit, the IWMA, or state regulations.

14. Prohibitions

- a. The permittee is prohibited from accepting the following wastes: hazardous, radioactive, medical (as defined in Title 22, California Code of Regulations, Section 117600-118360 of the Health and Safety Code/Chapter 6.1, Division 20 of the Health and Safety Code), liquid, designated, or other wastes requiring special treatment or handling, except as identified in the Joint Technical Document (JTD) and approved amendments thereto, and as approved by the LEA and other federal, state, and local agencies.
- b. Scavenging is not permitted by customers or employees at the site.

15. The following documents describe and/or restrict the operation of this facility:

Document	Date	Document	Date
Joint Technical Document	October 2010 Revised June 2011	Financial Assurance Mechanism	September 29, 2011
Environmental Impact Report SCH # 1990010988	May 12, 2011	Operating Liability Certification	September 29, 2011
Conditional Use Permit No. 98-12	June 9, 2011		
Waste Discharge Requirements Order No. 6-95-1	January 12, 1995 (Revision pending)		

16. Self-Monitoring:

The owner /operator shall submit the results of all self monitoring programs to the LEA within 15 days of the end of the reporting period (for example, 1st quarter = January-March, the report is due by April 15, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated).

Program	Reporting Frequency
a. The types and quantities of non-hazardous wastes, including separated or commingled recyclables, received per day. The operator shall maintain these records on the facility's premises for a minimum of three years. These records shall be made available to the LEA and CalRecycle on request.	<p style="text-align: center;"><u>Monthly</u></p> <p>(Due within 15 days of the end of each reporting period)</p>
b. The types and quantities of hazardous wastes, medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these wastes.	
c. All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program. Incidents, as used here, mean that the hauler or producer of the prohibited materials is known.	
d. Reports of all special or unusual occurrences and the operator's actions taken to respond to these occurrences. (Immediate notification to the LEA is required as indicated on page 4, LEA Condition 17.A.5.)	
e. The number of vehicles using the facility per day and per week.	
f. Copies of all written complaints and records of complaints received by telephone regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within 24 hours is required as indicated on page 4, LEA Condition 17.A.6.)	
g. Record of receipt of a Notice of Violation from any regulatory agency. (Notification to the LEA within 24 hours is required upon receiving a Notice of Violation from any regulatory agency as indicated on page 4, LEA Condition 17.A.6)	
h. The types and quantities of inert wastes, including separated or commingled recyclables, entering the site per day which are for beneficial use on site and transferred off site. The operator shall place these records in the operating record and shall make them available to the LEA and the CalRecycle upon request.	
i. An estimate of the remaining capacity (in cubic yards and tons), and the remaining life of the existing permitted site in years and months.	<p style="text-align: center;"><u>Quarterly</u></p> <p>(Due the 15th of January, April, July, and October)</p>
j. The results of the landfill gas migration control program.	
k. Topographical map* showing all previously filled areas, current fill locations, proposed fill areas and remaining site capacity.	<p style="text-align: center;"><u>Annually</u></p> <p>(Due January 15th)</p>
l. Topographical map* which indicates all cuts into native material from the previous year to the present date.	
m. Wet weather preparedness report and winter operations plan.	<p style="text-align: center;"><u>Annually</u></p> <p>(Due September 15th)</p>

*The above two maps shall be drawn to a scale no smaller than one inch = 200 feet unless otherwise approved by the LEA.

17. LEA Conditions:**A. Standard Requirements**

1. The operator shall comply with all applicable State Minimum Standards for Solid Waste Handling and Disposal as specified in Title 27 California Code of Regulations (27 CCR).
2. The operator shall provide to the LEA, within the time specified, any additional information concerning the design and operation of this facility upon request by the LEA personnel.
3. A copy of this permit and current JTD, as amended, shall be maintained at the facility so as to be available at all times to facility personnel and the LEA.
4. The operator shall maintain a log of special or unusual occurrences. The log shall include, but is not limited to, fires, landslides, earthquake damage, unusual and sudden settlement, injury, property damage, accidents, explosions, receipt or rejection of non-permitted wastes, flooding, operational shutdowns and other unusual occurrences. Each log entry shall be accompanied by a summary of any actions taken to mitigate the occurrences. The operator shall maintain this log at the facility so as to be available at all times to the facility personnel and the LEA. Any entries of special or unusual occurrences made in this log must be reported to the LEA immediately. Call the duty officer, County of Los Angeles, Department of Public Health, Solid Waste Management Program at (626) 430-5540.
5. Notification to the LEA within 24 hours is required for any written complaints received or any complaint called into the facility, and any record of receipt of a violation from any regulatory agency.
6. This permit is subject to review by the LEA and may be suspended, revoked or revised at any time for sufficient cause.
7. The LEA reserves the right to suspend or modify waste receiving operations when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
8. The maximum permitted daily tonnage for this facility is 3,564 tons per day and shall not receive more than this amount without a revision of this permit.
9. The operator shall notify the LEA, in writing, of any proposed changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator implement any changes without first submitting a written notice of proposed changes to the LEA at least 180 days before said changes are implemented. Any significant change as determined by the LEA would require a revision of this permit.
10. The operator and/or owner shall notify the LEA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the CalRecycle and the LEA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new owner shall be required to file an application for a revision of this permit.
11. The operator shall provide training to landfill personnel to educate them in the identification of untreated medical waste as well as the proper action to take if this type of waste is received at the facility.

B. Particular Requirements

1. Operational controls shall be established to preclude the receipt and disposal of hazardous and prohibited wastes:
 - a. The operator shall install and maintain operational and properly calibrated radiation monitor at the scales to detect radioactive materials at all times during the receipt of all incoming waste materials to the facility.

17. LEA Conditions Continued:

B. Particular Requirements Continued

Incidents of receipt of suspected radioactive materials, or warnings from the radiation detector, shall be reported immediately to the County of Los Angeles, Department of Public Health, Radiation Management Program at (213) 351-7897 and the LEA.

- b. The operator shall comply with the approved Hazardous Waste Load Checking Program as described in the current JTD to identify and segregate for proper handling of the prohibited waste and materials. Any changes in this program must be approved by the LEA prior to implementation. The following conditions supplement the Load Checking Program:

- (1) If the waste vehicle loads are to be randomly inspected, a minimum of one (1) load per every 500 tons of waste and its portion thereof received at the facility per operating day should be inspected. The operator shall inspect all waste vehicle loads if there is any reason to believe the loads may contain prohibited wastes.
- (2) The LEA may increase the required number of load checking if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety, and the environment.
- (3) The records of load checks and the training of personnel in the recognition, proper handling, and disposition of prohibited waste shall be included in the load checking program. A copy of the load checking program and copies of the load checking records for the last year shall be maintained in the operating record and be available for review by the LEA and other appropriate regulatory agencies.
- (4) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of solid waste and other materials. All active working faces shall be under continual visual inspection by facility personnel, such as spotters, equipment operators, and supervisors. Facility personnel and new employees performing duties required by the Load Checking Program shall be trained prior to assignment. Facility personnel are to be retrained on an annual basis and updated as necessary.
- (5) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately of any incidents of unlawful disposal of prohibited or hazardous materials:
 - (a) Duty officer, Los Angeles County Fire Department, Health Hazardous Materials Division at (323) 890-4045.
 - (b) Environmental Crimes Division, Los Angeles County District Attorney's Office at (213) 580-8777
 - (c) California Highway Patrol at (800) 835-5247 or (818) 240 8200.
 - (d) California Department of Public Health (CDPH) Environmental Management Branch, Medical Waste Program at (213) 977-6877 or (213) 971-7379 for any receipt of untreated medical waste.

Any prohibited or hazardous materials thus found shall be set aside in a secure area to await proper disposition following notification of the producer (if known) and the appropriate governmental agencies.

2. The use of alternative daily cover (ADC) shall be limited to the materials as described in the current JTD and approved by LEA.
3. The LEA reserves the right to require the operator to provide more stringent nuisance control measures, and on-site and off-site litter controls, if those control measures identified in the current JTD prove to be inadequate or ineffective.
4. The operator shall comply with Title 14 California Code of Regulations (14 CCR) Section 17383.3 for Construction & Demolition (C&D) wood debris as identified in the green and wood recovery operation section in the current JTD. The LEA reserves the right to reduce the storage time of these materials if the storage presents a health hazard or becomes public nuisance.

17. LEA Conditions Continued:

5. Equipment repairs and mitigation measures necessary to avoid environmental impacts, and emergency operations, which cannot be accomplished during the permitted hours, may be performed at any time with prior written approval of the LEA.

C. Specification details from Page 1, Section 4 (e) of this permit

1. The design capacity of 20.4 million cubic yards represents the estimated remaining permitted site capacity based on the last physical site survey conducted on April 14, 2011.
2. The maximum elevation of 3,200 feet mean sea level (msl) refers to the final contour shown on the approved final fill design that is identified on the Drawing P6 in the current JTD.
3. The estimated closure year is based on the information provided in the current JTD.

<END OF DOCUMENT>

021A

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013


1. Name and Street Address of Facility: Azusa Land Reclamation Co. Landfill 1211 West Gladstone Street Azusa, CA 91702	2. Name and Mailing Address of Operator: Azusa Land Reclamation, Inc. 1211 West Gladstone Street Azusa, CA 91702	3. Name and Mailing Address of Owner: Azusa Land Reclamation, Inc. 1211 West Gladstone Street Azusa, CA 91702
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4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site
Inert Debris Engineered Fill Operation
Nonhazardous Petroleum Contaminated Soil Processing Operation
- b. Permitted Hours of Operation:** Receipt of Materials 6:00 a.m. to 8:00 p.m., Monday through Saturday
Contaminated Soil Processing and Ancillary Operations 24 hours per day/7 days per week
- c. Permitted Maximum Tonnage:** 8,000 tons per day (TPD)/39,000 tons per week (TPW) – See LEA Condition 17(C)(1)
- d. Permitted Traffic Volume:** Not Specified
- e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):**

	Total	Disposal	Transfer	Composting	Transformation
Permitted Area (acres)	302	266			
Total Permitted Capacity (cu.yds)		80,571,760			
Max. Elevation (ft.MSL)		580			
Max. Depth (ft.MSL)		355*			
Estimated Closure Date		2045*	*see page 6 part C, Specifications		

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval  Approving Officer Signature Gerardo Villalobos, Chief Environmental Health Specialist Solid Waste Management Program	6. Local Enforcement Agency: County of Los Angeles Department of Public Health Solid Waste Management Program 5050 Commerce Drive Baldwin Park, California 91706 (626) 430-5540
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7. Date Received by CalRecycle: October 14, 2014	8. CalRecycle Concurrence Date: November 12, 2014	9. Permit Issued Date: November 12, 2014
10. Permit Review Date: March 10, 2011	10 a. Permit Review Due Date: March 10, 2016	11. Owner/Operator Transfer Date: N/A

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SOLID WASTE
PERMIT

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013

12. Legal Description of Facility: [Refer to Appendix E of Joint Technical Document (JTD), Volume 1]

The legal description of this facility is all of lots 25,28,29 and those portions of lots 30,46,47,48 of Subdivision No. 2, Azusa Land and Water Company, partly in the City of Azusa and partly in the City of Irwindale, in the County of Los Angeles, State of California.

13. Findings:

- a. A Countywide Integrated Waste Management Plan was approved by the former California Integrated Waste Management Board (CIWMB) now the Department of Resources Recycling and Recovery (CalRecycle) on June 23, 1999. Pursuant to Public Resources Code (PRC), section 50001 (a)(1), this facility is identified in the Countywide Siting Element which has been approved pursuant to PRC Section 41721.
- b. This permit is consistent with the standards adopted by CalRecycle, pursuant to PRC 44010.
- c. The design and operation of the facility is consistent with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA), pursuant to PRC 44009.
- d. A permit review was conducted on March 10, 2011 which directed the landfill operator to submit an application to revise the Solid Waste Facility Permit.
- e. The local fire protection agency, Los Angeles County Fire Department, Fire Prevention Division has determined that the facility is in conformance with applicable fire standards, pursuant to PRC 44151.
- f. A Negative Declaration, dated November 9, 1987, was adopted by the Los Angeles County Department of Health Services, as the Lead Agency and a Notice of Determination was filed on March 8, 1988. The Lead Agency prepared an Addendum to the Negative Declaration, dated May 2014, in accordance with the California Environmental Quality Act Guidelines, Section 15164 for the continued operations of the facility. The City of Azusa adopted a Negative Declaration for the Nonhazardous Petroleum Contaminated Soil Processing Operation on October 12, 1994.
- g. Azusa Land Reclamation currently conducts a Nonhazardous Petroleum Contaminated Soil Treatment Operation within the solid waste facility permit boundary. This operation is described in Appendix C (Soil Recycling Facility Plan) of the Joint Technical Document (JTD). If this soil treatment operation were operated outside the confines of the facility it would be placed within the "Enforcement Agency Notification Tier" and be subject to all the provisions of that tier. The fact that it is located within the boundary of an existing permitted solid waste facility does not exclude the operator from complying with all the minimum standards that are applicable to this type of operation. Nonhazardous petroleum contaminated soil that is treated on-site and meets applicable regulatory standards is considered earthen material and may be used as cover, but it is not considered as alternative daily cover.
- h. Azusa Land Reclamation plans to conduct an Inert Debris Engineered Fill Operation (IDEFO) within the solid waste facility permit boundary, specifically Zone V as described in the JTD. This operation is described in Appendix Z (Zone V Operation Plan) of the JTD. If this IDEFO were operated outside the confines of the facility it would be placed within the "Enforcement Agency Notification Tier" and be subject to all the provisions of that tier. The fact that it is located within the boundary of an existing permitted solid waste facility does not exclude the operator from complying with all the minimum standards that are applicable to this type of operation. **At no time** on any given day shall the amount of material placed in Zone V exceed the maximum permitted daily tonnage allowed by this permit. A Material Recovery Facility/Transfer Station is located within the solid waste facility permit boundary and is separately permitted as a large volume transfer/processing facility and conducts operations under Solid Waste Facility Permit No. 19-AA-1127.
- i. This permit does not supplant or modify local land use entitlements or local agencies' authority to enforce local entitlements. It is recognized by the LEA that the operator must comply with the provisions of the Integrated Waste Management Act (IWMA), state regulations and the terms and conditions of this permit as well as other regulatory requirements and applicable local land use measures which govern the operator's activities at the site. If the requirements inadvertently overlap, it is expected that the operator will comply with the more stringent requirement in order to maintain compliance. Non-compliance with another agency requirement may not constitute a violation of this permit, the IWMA, or state regulations.

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013**14. Prohibitions**

- a. The permittee is prohibited from accepting the following wastes: Hazardous, radioactive, untreated medical (as defined in Chapter 6.1, Division 20 of the Health and Safety Code), municipal solid waste, large animals, liquid, designated, or other wastes requiring special treatment or handling, except as identified in the JTD and approved amendments thereto, and as approved by the LEA and other federal, state, and local agencies.
- b. Scavenging is not permitted by customers or employees at the site.

15. The following documents also describe the operation of this facility:

Document	Date	Document	Date
JTD Revised	September 2013	Negative Declaration (Soil Recycling) and Resolution #94-67. City of Azusa	October 12, 1994
Preliminary Closure/Postclosure Maintenance Plans	September 2013	Negative Declaration – LACDOHS NOD - LACDOHS	November 9, 1987
Partial Final Closure/Postclosure Maintenance Plans (Material Recovery Facility/Transfer Station)	May 2013	Addendum to LACDOHS Negative Declaration	March 8, 1988 May 2014
Approval from the CIWMB, Closure Financial Responsibility Document	December 17, 2013	OSHA #485 (Asbestos)	December 7, 1994
Certificate of Operating Liability Insurance	December 17, 2013	SWPPP – NOI ID #4B19S004450 – (Issued by SWRCB)	October 22, 1992
Financial Assurance Demonstration for Non-Water Release Corrective Action Costs	December 17, 2013	L.A. County Fire Dept. (Tire)	August 20, 2012
South Coast Air Quality Management Rule #1150.1 (Compliance Plan) Rule # 1403 (Asbestos Management Plan) Rule # 403 (Dust Plan) Permit to Construct/Operate # D78514 (LFG Collection)	August 4, 1994 May 2, 2012 March 15, 1993 November 19, 1993	Waste Discharge Requirements R4-2004-0056 R4-2009-0098	April 1, 2004 September 3, 2009
Negative Declaration (Reclamation Plan for Transit Mixed Concrete Co.) Resolution # 90-14	January 10, 1990		

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013

16. Self-Monitoring:

The owner /operator shall submit the results of all self-monitoring programs to the LEA within 15 days of the end of the reporting period (for example, 1st quarter = January-March, the report is due by April 15, etc. Information required on an annual basis shall be submitted with the 4th quarter monitoring report, unless otherwise stated).

Program	Reporting Frequency
a. The types and quantities of asbestos, contaminated soils, inert debris and tires received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of three years. These records shall be made available to any LEA personnel on request.	<p style="text-align: center;">Monthly</p> <p>(Due 15 days following the end of each reporting period)</p>
b. The types and quantities of materials used as alternative daily cover or beneficially reused <u>each day</u> (must include how the material was beneficially reused) and the quantity of treated soils used as cover material (not considered an alternative daily cover). The operator shall maintain these records on the facility's premises for a minimum of three years. These records shall be made available to any LEA personnel on request.	
c. All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program. Incidents, as used here, means that the hauler or producer of the prohibited materials is known.	
d. Reports of all special/unusual occurrences and the operator's actions taken to correct these occurrences.	
e. The number of vehicles using the facility per day and per week.	
f. Copies of all written complaints and records of complaints received by telephone regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA <u>within 24 hours</u> is required)	
g. Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA <u>within 24 hours</u> following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility, which have been received by other agencies.	
h. An estimate of the remaining capacity (in cubic yards and tons), and the remaining life of the existing permitted site in years and months.	<p style="text-align: center;">Quarterly</p> <p>(Due the 15th of January, April, July, and October)</p>
i. The results of the landfill gas migration control program.	
j. The results of subsurface monitoring indicators as described in Appendix B3, Section 2 of the JTD	<p style="text-align: center;">Semi-Annual</p> <p>(Due the 15th of January and July)</p>
k. Inert Debris Engineered Fill Operation Reporting Requirements per 14 CCR 17388(l) and 17388.3	
l. Topographical map* showing all current fill locations and elevations.	<p style="text-align: center;">Annually</p> <p>(Due March 1)</p>
m. Topographical map* which indicates all cuts into native material from the previous year to the present date.	
*The above two maps shall be drawn to a scale no smaller than one inch = 200 feet unless otherwise approved by the LEA.	

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013

17. LEA Conditions:

A. Standard Requirements:

1. This facility shall comply with all applicable State Minimum Standards for Solid Waste Handling and Disposal as specified in Titles 14 and 27, California Code of Regulations (14 and 27 CCR).
2. Additional information concerning the design and operation of this facility shall be furnished upon request by the LEA personnel.
3. A copy of this permit and current JTD, as amended, shall be maintained at the facility so as to be available at all times to facility personnel and the LEA.
4. This permit is subject to review by the LEA and may be temporarily suspended or revoked at any time for sufficient cause, in accordance with Division 30 Public Resources Code, Part 4, Chapter 4, Article 2, Section 44305 et seq. and associated regulations.
5. The LEA reserves the right to suspend or modify receiving operations of waste and beneficial reuse material when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
6. Notification to the LEA within 24 hours is required for any written complaints received or any complaints called into the facility, and any record of receipt of a violation from any regulatory agency.
7. The operator shall notify the LEA, in writing, of any proposed changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken. Any significant change as determined by the LEA would require a revision of this permit.
8. The operator and/or owner shall notify the LEA of any plans to encumber, sell, transfer, or convey the operation or ownership to a new operator or owner, at least 45 days prior to the anticipated transfer, by written certification, including information deemed sufficient by the CalRecycle and the LEA. If the facility will not be operated in compliance with the terms and conditions of this permit, the new operator or owner shall be required to file an application for a revision of this permit.
9. The operator shall maintain a log of special/unusual occurrences. The log shall include, but not be limited to, fires, landslides, earthquake damage, unusual and sudden settlement, injury and property damage accidents, explosions, receipt or rejection of non-permitted wastes, flooding, operational shutdowns and other unusual occurrences. Include a summary of the actions taken to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and LEA personnel. Any entries of special/unusual occurrences made in this log must be reported to the LEA at once. Call the duty officer, County of Los Angeles, Department of Public Health, Solid Waste Management Program at (626) 430-5540.
10. The operator shall immediately report any incidental receipt of untreated medical waste to the California Department of Public Health (CDPH) Medical Waste Management Program at (213) 977-6877 or (213) 977-7379.
11. The operator shall provide training to their personnel to educate them in the identification of medical waste as well as the proper action to take in the event this type of waste is identified at the site.

B. Particular Requirements:

1. Operational controls shall be established to preclude the receipt and disposal of volatile organic chemicals or other types of prohibited wastes:
 - a. The operator shall install and maintain an operational, calibrated radiation detector at the scales to detect radioactive materials, at all times, during the hours of receipt of solid waste and other materials as approved by this permit.

SOLID WASTE FACILITY PERMIT

Facility Permit Number:

19-AA-0013

B. Particular Requirements (continued):

- b. Incidents of receipt of suspected radioactive materials, or warnings from the radiation detector, shall be reported immediately to the County of Los Angeles, Department of Public Health, Radiation Management Program at (213) 351-2718 and the LEA.
- c. The operator shall comply with the approved Hazardous Waste Screening Program as described in the current JTD. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement the JTD program:
 - (1) At minimum, three random load checks shall be conducted at the facility per operating day. The operator shall inspect waste vehicle loads if there is any reason to believe the loads may contain prohibited wastes.
 - (2) The LEA may increase the required number of incoming waste load inspections if it has reason to believe that the number currently required is inadequate to ensure compliance with the regulations and protection of the public health and safety and the environment.
 - (3) At all times when facility operations are underway, an attendant or attendants shall be present to supervise the loading and unloading of solid waste and other materials. All working disposal areas shall be under continual visual inspection by facility personnel, such as spotters, equipment operators, and supervisors.
 - (4) Facility personnel and new employees performing duties required by the Hazardous Waste Screening Program shall be trained prior to assignment. The training must include, but is not limited to, how to recognize hazardous waste and other prohibited waste, the proper method of containment, and the reporting requirements of this program. Facility personnel are to be retrained on an annual basis and updated as needed.
 - (5) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the self-monitoring section of this permit. In addition, the following agencies shall be notified at once of any incidents of illegal hazardous materials disposal:
 - (a) Duty officer, Los Angeles County Fire Department, Health Hazardous Materials Division at (323) 890-4317.
 - (b) Environmental Crimes Division, Los Angeles County District Attorney at (213) 580-8777.
 - (c) California Highway Patrol at (800) 835-5247 or (818) 240-8200.
 - (6) Any hazardous materials thus found shall be set aside in a secured area to await proper disposition following notification of the producer (if known) and the appropriate governmental agencies.
2. The LEA reserves the right to require the operator to provide more stringent dust and odor control measures, if the proposed dust and odor control measures identified in the current JTD prove to be inadequate or ineffective.
3. Traffic into and out of the facility shall be controlled to prevent interference with traffic on adjacent public streets.

C. Specifications:

1. The facility shall not receive more than the maximum permitted daily tonnage of 8,000 TPD of solid waste, not to exceed 39,000 tons per week, without a revision of this permit. These limits include solid waste for beneficial reuse consistent with 27 CCR Section 20686.
2. The Estimated Closure date [specified on Page 1, Section 4 (e) of this permit] is based on information given in the September 2013 JTD.

C. Specifications (continued):

3. The maximum cell size for altered waste tires co-disposed with inert debris shall not exceed 12,500 square feet by 20 feet deep and shall be covered with at least two feet of earthen material or approved alternative daily cover when the cell size is reached.
4. Asbestos containing waste, altered tires, and asphalt shall not be placed below 355 mean sea level. Only inert debris shall be placed below 355 feet mean sea level.
5. Zone V, as described in the JTD, will be operated as an Inert Debris Engineered Fill Operation and the operation shall comply with the applicable requirements contained in 14 CCR, Chapter 3, Article 5.95.
6. The storage of waste tires shall be conducted in accordance with 14 CCR, Chapter 3, Article 5.5
7. Asbestos containing waste shall only be disposed in Zone II, as described in the JTD.

<END OF DOCUMENT>

SOLID WASTE FACILITY PERMIT

Facility Number:

56-AA-0007

1. Name and Street Address of Facility:

Simi Valley Landfill and Recycling Center
2801 Madera Road
Simi Valley, CA 93065

2. Name and Mailing Address of Operator:

Waste Management of California, Inc.
2801 Madera Road
Simi Valley, CA 93065

3. Name and Mailing Address of Owner:

Waste Management of California, Inc.
2801 Madera Road
Simi Valley, CA 93065

4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site Transformation Facility
 Transfer/Processing for Construction Demolition Inert Debris Facility Other: Greenwaste Processing Operation
 Composting Facility (MSW/green material/C&G)

- b. Permitted Hours of Operation:** Receipt of Refuse/Waste: 6:00AM to 8:00PM, seven days a week
 Greenwaste and CDI Processing: 6:00AM to 8:00PM, seven days a week
 Ancillary Operations/Facility Operating Hours: 24 hours per day, seven days a week

- c. Permitted Maximum Tonnage:** 9250 Tons per Day (See LEA condition 17(B)(6) for detail)

- d. Permitted Traffic Volume:** 892 Vehicles per Day

- e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):**

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	887	368			
Design Capacity (cu.yds)		119.6 MCY			
Max. Elevation (Ft. MSL)		1270			
Max. Depth (Ft. MSL)		N/A			
Estimated Closure Year		2068			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature
(Name and Title)

William C. Stratton, Director

6. Enforcement Agency Name and Address:

Ventura County Environmental Health Division/LEA
800 South Victoria Avenue
Ventura, CA 93009-1730

7. Date Received by CalRecycle:

8. CalRecycle Concurrence Date:

9. Permit Issued Date:

April 03 2012

10. Permit Review Due Date:

April 03, 2022

11. Owner/Operator Transfer Date:

April 03 2012

EXHIBIT P
TRANSFER STATION PERMITS

Exhibit P – Transfer Station Permits
(As listed on Table B in the contract.)

1. Carson Transfer Station
2. MRF/TS at Sun Valley Recycling Park
3. Mission Road Waste Transfer Station
4. Downtown Diversion
5. East Valley Diversion

SOLID WASTE FACILITY PERMIT

Facility Number:

19-AQ-0001

1. Name and Street Address of Facility:

Carson Transfer Station and Material Recovery Facility
321 W. Francisco Street
Carson, Ca. 90745

2. Name and Mailing Address of Operator:

USA Waste of California, Inc.
321 W. Francisco, Street
Carson, California 90745
Jose Bravo, District Manager

3. Name and Mailing Address of Owner:

USA Waste of California, Inc.
321 W. Francisco, Street
Carson, California 90745
Jose Bravo, District Manager

4. Specifications:

- a. Permitted Operations:** Solid Waste Disposal Site Transformation Facility
 Transfer/Processing Facility (MRF) Other: _____
 Composting Facility (MSW/green material/C&G)

- b. Permitted Hours of Operation:** Receipt of Refuse/Waste: 3:00am -8:00pm Monday- Saturday
 7:00am-8:00pm Sunday
 Handling and Processing of Waste.....24 hours/daily
 Export of Materials24 hours/daily

- c. Permitted Maximum Tonnage:** 5,300 Tons per Day


- d. Permitted Traffic Volume:** N/A Vehicles per Day

e. Key Design Parameters (Detailed parameters are shown on site plans bearing EA and CalRecycle validations):

	Total	Disposal	Transfer/Processing	Composting	Transformation
Permitted Area (in acres)	6.71	N/A	6.71a	N/A	N/A
Design Capacity (cu.yds)		N/A	9,700 Tons/day	N/A	N/A
Max. Elevation (Ft. MSL)					
Max. Depth (Ft. MSL)					
Estimated Closure Year					

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:


 Approving Officer Signature
 Maurice Pantoja, Manager
 Environmental Protection Branch

6. Enforcement Agency Name and Address:

County of Los Angeles
 Department of Public Health
 Solid Waste Management Program
 5050 Commerce Drive
 Baldwin Park, California 91706
 (626) 430-5540

7. Date Received by CalRecycle:

April 18, 1997

8. CalRecycle Concurrence Date:

May 28, 1997

9. Permit Issued Date:

June 16, 1997

10. Permit Review Due Date:

January 29, 2023

11. Owner/Operator Transfer Date:

N/A

SOLID WASTE FACILITY PERMIT

Facility Permit Number: 19 -AQ-0001
WWI, Carson Transfer Station, Page 2 of 5

12. Legal Description of Facility:

see attached

13. Findings:

- a. This Permit is consistent with the Los Angeles County Solid Waste Management Plan Triennial Review, Volume I: Nonhazardous Waste, March 1984 and Revision A, August 1985. A Finding of Conformance was approved on September 19, 1996 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. [Public Resources Code (PRC), Section 50000 (a) (1)].
- b. This permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). Public Resources Code, Section 44010.
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA) during an inspection of February 19, 1997.
- d. The local fire protection agency, the County of Los Angeles Fire Department, Fire Prevention Bureau, has determined that the facility is in conformance with applicable fire standards as required in the PRC, Section 44151.
- e. The following environmental document(s) have been filed and certified by the Lead Agency: Mitigated Negative Declaration, November 6, 1995, and Notice of Determination, July 18, 1996 (SCH# 93031020).
- f. The City of Carson, Planning Commission, has made a written determination, Conditional Use Permit, Case No. 391-92, March 26, 1996, that the facility is consistent with, and designated in, the Los Angeles County General Plan [PRC, Section 50000.5 (a)] and that surrounding land use is compatible with the facility operation [PRC 50000.5 (b)].

14. Prohibitions:

The permittee is prohibited from accepting: hazardous wastes, designated wastes, medical wastes, or liquid wastes, unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits.

15. The following documents also describe and/or restrict the operation of this facility:

	Date		Date
<input checked="" type="checkbox"/> Report of Facility Information	1/24/97	<input type="checkbox"/> Waste Discharge Requirements	
<input checked="" type="checkbox"/> Negative Declaration SCH # 93031020	11/6/95	<input type="checkbox"/> Closure/Postclosure Maintenance costs Trust Fund Approved CIWMB	
<input checked="" type="checkbox"/> Conditional Use Permit Resolution No. 96-1612	3/26/96	<input type="checkbox"/> Certificate of Operating Liability Insurance Approved CIWMB	
<input type="checkbox"/> Preliminary Closure and Postclosure Maintenance Plans for this site have been deemed complete by the California Integrated Waste Management Board.		<input checked="" type="checkbox"/> South Coast Air Quality Management District Permits/Variances	
		1. Permit to Operate No. M94367,	7/17/90
		2. Permit to Operate, No. D02155,	9/14/88
		3. Permit to Operate No. M33387,	10/4/83
<input type="checkbox"/> Periodic Site Review		<input checked="" type="checkbox"/> Other: NPDES Permit (NOI filed)	2/27/92

SOLID WASTE FACILITY PERMIT

Facility Permit Number: **19 -AQ-0001**
 WWI, Carson Transfer Station, Page 3 of 5

16. Self-Monitoring: a. Results of all self-monitoring programs as described in the RDSI will be reported as follows:

Program	Reporting Frequency	Agency Reported To:
<p>The quantities and types of hazardous wastes, medical wastes or otherwise prohibited wastes found in the waste stream and the disposition of these wastes.</p> <p>All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the continuous waste load checking program. Incidents, as used here, means that the hauler or producer of the prohibited waste is known.</p> <p>The types and quantities of wastes, including separated or commingled recyclables, received <u>each day</u>. The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.</p> <p>The number of vehicles using the facility per day and per week. The transfer and collection vehicles must be totaled separately.</p> <p>Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is still required.)</p> <p>Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.</p> <p>Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA at once following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility which have been received by other agencies.</p> <p>The quantities of waste transferred each day to each of the disposal sites indicated on Transfer Station Monthly Waste Disposal Monitoring Form (Attachment A).</p>	<p style="text-align: center;"><u>Monthly</u></p> <p style="text-align: center;">(Due two weeks after the end of each month)</p>	<p style="text-align: center;"><u>LEA</u></p> <p style="text-align: center;">(Local Enforcement Agency)</p>
<p>Completed copies of the following Monitoring and Reporting Form as required and as may be amended by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force:</p> <p>Solid Waste Characterization Data (Attachment B).</p>	<p style="text-align: center;"><u>Quarterly</u></p> <p style="text-align: center;">(Due the 15th day of January, April, July, and October)</p>	<p style="text-align: center;"><u>LEA</u></p>

SOLID WASTE FACILITY PERMIT

Facility Permit Number: 19 -AQ-0001
WWI, Carson Transfer Station, Page 4 of 5

17. LEA Conditions:

1. This facility shall comply with all the State Standards for Solid Waste Handling and Disposal.
2. The operator shall comply with all federal, state, and local requirements and enactments, including all mitigation measures given in any certified environmental document filed pursuant to Public Resources Code, Section 21081.6.
3. The operator shall notify the LEA, in writing, of any proposed changes in the routine facility operation or changes in facility design. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 150 days before said changes are undertaken. The LEA is to determine the significance of the change and to make any necessary permit changes.
4. Additional information concerning the design and operation of this facility shall be furnished upon request of the Enforcement Agencies' personnel.
5. The operator shall maintain a complete copy of this permit at the facility so as to be available at all times to facility personnel, and to Enforcement Agencies' personnel.
6. This permit is subject to review by the LEA and may be suspended, revoked or modified at any time for sufficient cause.
7. The LEA reserves the right to suspend or modify waste receiving operations when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance.
8. The operator shall maintain a log of special/unusual occurrences. This log shall include, but is not limited to, fires, explosions, the discharges of unusual wastes, significant accidents and injuries, and property damage. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any entries made in this log must be reported to the LEA at once. Call the duty officer, County of Los Angeles, Department of Health Services, Solid Waste Management Program at (213) 881-4151.
9. Operational controls shall be established to preclude the receipt and disposal of volatile organic chemicals or other types of hazardous or prohibited wastes.
 - A. The operator shall install and maintain an operational, calibrated radiation detector at the scales to detect radioactive materials at all times, during the hours of receipt of refuse.

Incidents of receipt of suspected radioactive materials, or warnings from the radiation monitoring equipment, shall be reported immediately to the Los Angeles County Department of Health Services, Radiation Management Program, at (213) 738-4059 and the LEA.
 - B. During the hours of operation for all transfer station activities, an attendant or attendants shall be present at all times to supervise the loading and unloading of the waste material. The working floor shall be under continual visual inspection by station personnel, such as spotters, equipment operators and supervisors for evidence of hazardous materials.

SOLID WASTE FACILITY PERMIT

Facility Permit Number: 19 -AQ-0001
WWI, Carson Transfer Station, Page 5 of 5

17. LEA Conditions, continued:

- C. The operator shall conduct a waste load checking program as described in the Report of Facility Information (RFI) dated January 24, 1997. The following Solid Waste Facility Permit conditions supplement those conditions:
- (1) The minimum number of random loads inspected shall be five (5) per day.
 - (2) The loads selected for inspection shall be unloaded in an area separate from the active working floor. Any hazardous/prohibited materials thus found shall be set aside in a secure area for proper disposition. A generator identification number has been obtained: CAL 000033335.
 - (3) Station personnel performing the duties required by this waste load checking program shall be trained. New employees are to be trained prior to assignment to a work station.
 - (4) Incidents of unlawful, disposal of illegal hazardous materials shall be reported to the Duty Officer, Los Angeles County Fire Department, Hazardous Materials Division at (213) 890-4045
10. The LEA reserves the right to require the operator to provide more stringent dust control measures, if the proposed dust control system proves inadequate or ineffective.
11. This facility has a permitted capacity of 5,300 tons of non-hazardous solid waste per operating day and shall not receive more than this amount of solid waste without a revision of this permit.

SOLID WASTE FACILITY PERMIT

Facility Permit Number: **19-AR-1237**

1. Name and Street Address of Facility:

Bradley East Transfer Station /
Sun Valley Recycling Park
9227 Tujunga Avenue
Sun Valley, California 91352

2. Name and Mailing Address of Operator:

Waste Management Recycling &
Disposal Services of California, Inc.
9227 Tujunga Avenue
Sun Valley, California 91352

3. Name and Mailing Address of Owner:

Waste Management Recycling &
Disposal Services of California, Inc.
9227 Tujunga Avenue
Sun Valley, California 91352

4. Specifications:

a. Permitted Operations:

- Solid Waste Disposal Site
- Transfer/Processing Facility (MRF)
- Composting Facility (yard wastes)
- Transformation Facility
- Other: _____

b. Permitted Hours of Operation:

Material Acceptance 6:00 am to 8:00 pm, Monday – Saturday
 Material Processing Outside Building 6:00 am to 8:00 pm, Monday – Saturday
 Material Processing Inside Building 24 hours per day, Monday – Saturday
 Outbound Material 5:00 am to 10:00 pm, Monday – Saturday
 Maintenance and Clean-Up Operations 5:00 am to 10:00 pm, Monday – Saturday
 * 24-hour maintenance permitted within fully enclosed buildings

c. Permitted Tons per Operating Day (see 17.g. LEA conditions): Total: 7100 Tons/Day

d. Permitted Traffic Volume: Regulated pursuant to 14 CCR 17418.3

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	Composting	Transformation
Permitted Area (acres)	28.5 a	N/A	28.5 a	N/A	N/A
Design Capacity		N/A	7,100 tons per day (tpd)	N/A	N/A
Max. Elevation (ft. MSL)		N/A			
Max. Depth (ft. BGS)		N/A			
Estimated Closure Date		N/A			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



 Approving Officer Signature
 David Thompson, LEA Program Manager
 Name/Title

6. Local Enforcement Agency Name and Address:

City of Los Angeles
 Department of Building and Safety
 221 N. Figueroa St., Suite 1250
 Los Angeles, California 90012

7. Received by CalRecycle: July 29, 2019

8. CalRecycle Concurrence Date: September 3, 2019

9. Permit Issue Date:

September 3, 2019

10. Permit Review Date:

September 3, 2024

11. Owner/Operator Transfer Date:

SOLID WASTE FACILITY PERMIT	Facility Name: Bradley East Transfer Station / Sun Valley Recycling Park	
	SWFP No. 19-AR-1237	Page 2 of 6

12. Legal Description of Facility:
 Tract TR 10646, Map M B 174-34/35, Lot FR2, Map Sheet 195B169
 Assessor Parcel No. (APN): 2538009008

- 13. Findings:**
- a. The facility is identified in the City of Los Angeles Non-Disposal Facility Element. [Public Resources Code (PRC), Section 50001 (a)(2)].
 - b. This Permit is consistent with standards adopted by the California Department of Resources Recycling and Recovery (CalRecycle). [PRC, Section 44010].
 - c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA). [PRC, Section 44009].
 - d. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in PRC, Section 44151.
 - e. The City of Los Angeles Local Enforcement Agency has determined that the revised solid waste facility permit issued will increase this facility's permitted daily tonnage limit and modify its permitted hours of operations. The adopted FEIR allowed for the acceptance of up to 7,100 tons per day of MSW, recyclable materials, green waste and wood waste materials at this Transfer Station/MRF and Green Waste Processing Facility and the change in operating hours.
 - f. Based on the Transfer/Processing Report (TPR), revised April 2019, the LEA is satisfied that this facility will provide measures to adequately control nuisances such as traffic congestion, litter, vectors, and other nuisances such that there will be no significant impact on the local residences.
 - g. This facility will comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the Public Resources Code 21081.6.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste, sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste, and unless the acceptance of such waste is authorized by all applicable permits. In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the Load Check Program of the TPR.

The permittee is additionally prohibited from the following items or activities:

- Acceptance of solid waste materials not included in the approved Transfer Processing Report,
- Acceptance of liquid waste, containerized or not,
- Acceptance of radioactive wastes,
- Scavenging or open burning,
- Acceptance of sewage sludge, or septic tank pumpings, slurries, untreated medical waste, or dead animals.

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
Transfer/Processing Report (TPR)	Revised April 2019	Identification in Non-Disposal Facility Element	July 1996
Final Environmental Impact Report (FEIR) (SCH #2002121027)	Adopted May 2010	Local & County Ordinances	Municipal Code

SOLID WASTE FACILITY PERMIT	Facility Name: Bradley East Transfer Station / Sun Valley Recycling Park	
	SWFP No. 19-AR-1237	Page 3 of 6

16. Self-Monitoring: Results of all self-monitoring programs as described in the TPR will be reported as follows: (The monitoring reports are delinquent 30 days after the end of the reporting period)

Program:	Reporting Frequency:	Agency Reported To:
<p>The types and quantities of decomposable and inert wastes, including separated or commingled recyclables, received <u>each day</u>. The operator shall maintain these records on the facility's premises for a minimum of three years and made available to any Enforcement Agencies' personnel on request.</p> <p>Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.</p> <p>The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.</p> <p>All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.</p> <p>Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within 24 hours following the complaint is also required.)</p> <p>Final disposal site for transferred wastes.</p> <p>The number and type of vehicles using the facility per day.</p> <p>Reports of all special/unusual occurrences and the operator's actions taken to correct these problems. (The operator shall notify the LEA within 24 hours of all specified special occurrences as detailed in Condition 17 W)</p> <p>Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA at once following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility, which have been received by other agencies.</p>	<p>Monthly (Due by the 15th of each month)</p>	<p>LEA</p>
<p>Notify the LEA and CoSWMC, in writing, of any change in the name of operator or control of land ownership pursuant to Title 27 CCR, Section 21630.</p>	<p>45 Days Before Any Change</p>	<p>LEA, CoSWMC</p>
<p>Notify any new owner or operator by letter, a copy of which shall be filed with the LEA, of the existence and terms of the Solid Waste Facility Permit.</p>		<p>LEA and New Owner/ Operator</p>

17. LEA Conditions:

- a. This facility shall comply with all the State Minimum Standards for solid waste handling as specified in Title 14, California Code of Regulations (CCR).
- b. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
- c. The operator shall maintain a copy of this permit and TPR at the facility so as to be available at all times to facility personnel and to Enforcement Agencies' personnel.
- d. The LEA reserves the right to suspend or revoke this permit for sufficient cause, in accordance with Division 30 of the Public Resources Code, Part 4, Chapter 4, Article 2, Sections 44305 et seq. and associated regulations.
- e. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any significant changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA would require a revision of this permit.
- f. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
- g. The maximum daily tonnage of all incoming materials received at the facility is 7,100 tons per day of waste material as described in the TPR. This 7,100 tons per day includes a maximum of 2,100 tons per day of incoming green and wood waste materials at the Green Waste area and a maximum of 5,000 tons per day of incoming material at the TS/MRF area, that shall not exceed 4,000 tons per day of MSW.
- h. The operator shall comply with all conditions and requirements as described in the TPR.
- i. The operator shall comply with all of the requirements pertaining to employee health and safety as described in the TPR.
- j. The operator shall supply site employees with sanitary facilities as described in the TPR.
- k. The operator shall restrict the unloading, processing and loading of materials to the designated areas within the transfer station as described in the TPR, provide adequate control of windblown material, minimize the propagation of flies, rodents or other vectors and the creation of nuisances resulting from solid wastes being handled at the facility.
- l. All chipped and ground material shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vectors or pose a nuisance. Green material shall not be allowed to reach composting temperature of 122° F.
- m. The site must be supervised by trained individuals with relevant experience at all times during operating hours, including spotters to control traffic inside the facility. Supervisors and managers must have the authority to commit company resources as necessary to protect public health, safety, and the environment.
- n. The operator shall comply with the established litter control program that is described in the TPR. This program includes tarping requirements, containment of litter, site and facility clean-up, monitoring procedures and the operator's responsibility to control litter and debris from migrating away from the facility.
- o. The operator must provide additional dust control measures and nuisance control measures upon the request of the LEA, if such measures as provided in the TPR prove to be inadequate to protect public health, safety and environment.
- p. Noise levels at the property boundaries shall be minimized as described in the TPR.

17. LEA Conditions:

- q. The operator shall provide daily cleaning of the entire transfer facility as described in the TPR. The operator shall have access to power sweeper, power broom and/or pressure washer to clean areas of the facility floor or driveways where small particles may accumulate over time. If water is used as the cleaning agent, runoff from such wash downs shall not leave the site.
- r. The operator shall provide sufficient queuing space onsite for all solid waste collection vehicles and shall not interfere with or create a safety hazard on adjacent public streets or roads pursuant to 14 CCR, Section 17418.3 and as described in the TPR. All onsite roads shall be maintained in a state of good repair.
- s. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of refuse received. These records shall be made available to the LEA's personnel and to CalRecycle personnel for inspection and shall be maintained on site for a period of at least three years.
- t. The permitted facility operator is responsible to ensure that all subcontractors working onsite are in compliance with all permit conditions.
- u. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponded water within 48 hours of rainfall.
- v. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Hazardous Waste Load Checking Program as described in the TPR. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (1) The minimum number of waste collection vehicle loads to be inspected daily at this facility is seven (7) loads per day. At least one load check per day will be conducted in the MRF/Transfer Station and the Green Material area. The operator shall inspect all waste vehicle loads if it has any reason to believe the loads may contain prohibited wastes. In all other cases, the operator shall select a waste vehicle for inspection on a random basis. The LEA reserves the right to modify the required number of incoming waste load inspections.
 - (2) The personnel training and load check procedures necessary for the program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must review and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (3) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the approved Load Check Program as described in the TPR.
 - (4) Suspected hazardous wastes must be properly labeled and stored in the hazardous waste containment area, if they are stored overnight.
 - (5) It is the responsibility of the facility operator to dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, radioactive or medical wastes) as described in the Load Check Program as described in the TPR.
 - (6) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately, after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
 - (i) Los Angeles County Fire Prevention Bureau, Hazardous Materials Division
 - (ii) Environmental Crimes Division, L.A. County District Attorney
 - (iii) California Highway Patrol

17. LEA Conditions:

- w. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, that day's entry shall read "none". This log shall include, but is not necessarily limited to: fires, earthquake damage, injury and property damage, accidents, explosions, potentially live ammunition, discharge of hazardous liquids or gases to the ground or the atmosphere, receipt or rejection of unpermitted wastes, flooding, operational shutdowns, and written or electronic complaints or inspections by other regulatory agencies.

Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. The facility operator shall notify the LEA by phone or email within 24 hours of the specified special occurrence. Only authorized personnel can make entries into this log. If a situation arises that cannot be handled by facility personnel, then call 911 or another outside emergency agency as appropriate for the situation as outlined in the TPR. The LEA shall be notified immediately by phone or e-mail after the appropriate outside emergency agency has been notified.

<END OF DOCUMENT>

SOLID WASTE FACILITY PERMIT

Facility Permit Number: **19-AR-1183**

1. Name and Street Address of Facility:

Mission Road Recycling and Transfer Station
840 South Mission Road
Los Angeles, California 90023

2. Name and Mailing Address of Operator:

Waste Management Collection and Recycling, Inc.
9081 Tujunga Ave., 2nd Floor
Sun Valley, CA 91352

3. Name and Mailing Address of Owner:

Waste Management Collection and Recycling, Inc.
9081 Tujunga Ave., 2nd Floor
Sun Valley, CA 91352

4. Specifications:

a. Permitted Operations:

- Composting Facility (mixed wastes)
- Composting Facility (yard wastes)
- Landfill Disposal Site
- Materials Recovery Facility
- Processing Facility
- Transfer Station (Large Volume)
- Transformation Facility
- Other: _____

b. Permitted Hours of Operation:

Material Acceptance 12:00 am - 10:00 pm, Monday - Sunday
Material Processing/Refuse Transfer 24 Hours per Day, Monday - Sunday

c. Permitted Tons per Operating Day:

	Total:	1,785	Tons/Day
Non-hazardous - Refuse		1,785	Tons/Day
Non-hazardous - Sludge		N/A	Tons/Day
Non-hazardous - Separated or Commingled Recyclables		Included	Tons/Day
Non-hazardous - Other (See Section 14 of Permit)		N/A	Tons/Day
Designated Waste (See Section 14 of Permit)		N/A	Tons/Day
Hazardous Waste (See Section 14 of Permit)		N/A	Tons/Day

d. Permitted Traffic Volume: (Allowed in the August 18, 1988 Traffic Study)

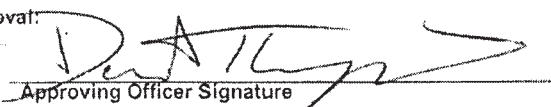
	Total:	324	Vehicles/Day
Incoming Waste Materials			Vehicles/Day
Outgoing Waste Materials (for disposal)			Vehicles/Day
Outgoing Materials from the materials recovery operations:			Vehicles/Day

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	Transfer	MRF	Composting	Transformation
Permitted Area (acres)	3.5 a	N/A	3.5 a	included	N/A	N/A
Design Capacity		N/A	1,785 tons per day (t/d)	included	N/A	N/A
Max. Elevation (ft. MSL)		N/A				
Max. Depth (ft. BGS)		N/A				
Estimated Closure Date		N/A				

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature
David Thompson, LEA Program Manager
Name/Title

6. Local Enforcement Agency Name and Address:

City of Los Angeles
Department of Building & Safety
221 N. Figueroa Street, Suite 1250
Los Angeles, California 90012

7. Received by CIWMB: January 24, 2012

8. CIWMB Concurrence Date: January 30, 2012

10. Permit Issue Date: January 30, 2012

10. Permit Review Date: November 28, 2021

11. Owner/Operator Transfer Date:

VALID PERMIT

SOLID WASTE FACILITY PERMIT

Facility Name: MISSION ROAD RECYCLING & TRANSFER STATION

SWFP No. 19-AR-1183

Page 2 of 5

12. Legal Description of Facility:

13. Findings:

- a. This Permit is consistent with the County Solid Waste Management Plan and a Finding of Conformance was approved on October 15, 1992 by the Los Angeles County Solid Waste Management Committee/Integrated Waste Management Task Force. [Public Resources Code (PRC), Section 50000 (a)(1)].
- b. The facility is identified in the City of Los Angeles Non-Disposal Facility Element, dated June 2001. [Public Resources Code (PRC), Section 50001 (a)(2)].
- c. This Permit is consistent with standards adopted by the California Department of Resources Recycling and Recovery (CalRecycle). [PRC, Section 44010].
- d. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA).
- e. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in PRC, Section 44151.
- f. This facility will comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the Public Resources Code, Section 21081.6.
- g. The operator will comply with all of the requirements of all applicable laws pertaining to employee health and safety.
- h. A Negative Declaration (SCH #1988122128) dated December 1988 and finalized in March 1989 has been filed with the State Clearinghouse pursuant to PRC, Section 21081. On June 18, 2004, the Department of City Planning adopted a Mitigated Negative Declaration (ENV-2003-7893-MND) for an increase in daily tonnage and limited outside operations at the facility.
- i. Zoning Variance No. ZA 88-0869 (ZV) was issued to this facility and approved by the Zoning Administrator on November 4, 1988. At this time the facility was deemed consistent with the City of Los Angeles General Plan and meets the zoning requirements, as verified by the City of Los Angeles Planning Department. [PRC, Section 50000.5 (a)].
- j. The facility is located in an area of the City of Los Angeles, which is designated as an M-3-2 zone, heavy industrial. Operation of a solid waste transfer station is allowed in M-3 zones. Land within 1,000 feet of this facility is zoned M-2 and M-3, and is compatible with the facility. [PRC, Section 50000.5 (a) and 50000.5 (b)].
- k. Based on the current Transfer/Processing Report (TPR), revised July 1, 2011, the LEA is satisfied that this facility will provide measures to adequately control noise levels, gas/odor nuisances, traffic congestion, litter nuisances, and vectors such that there will be no significant impact on the local residences.
- l. Wastes which can be received at this facility are "Nonhazardous Solid Waste" as defined by California Code of Regulations, Title 27, Division 2, Chapter 3, Section 20220, which includes: Residential, Commercial, Industrial, Greenwaste, Recyclables and Construction and Demolition waste. These wastes are currently disposed of at Lancaster Landfill, Antelope Valley Landfill, or Chandler's Landfill, however, waste can be disposed of at alternative permitted landfills.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits. In the event that hazardous or suspected hazardous wastes are brought into the facility the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the TPR.

The permittee is additionally prohibited from the following items or activities:

- Acceptance of Liquid Waste, containerized or not,
- Acceptance of Radioactive Wastes
- Scavenging or Open Burning,
- Acceptance of Sewage Sludge, or Septic Tank Pumpings, Slurries, Untreated Medical Waste, Dead Animals,
- Acceptance of waste between the hours of 10:00 pm and 12:00 am Monday through Sunday unless otherwise authorized by the Local Enforcement Agency. Should circumstances arise beyond control of the operators, extended hours for accepting refuse may be granted on an as needed basis but must be requested from the LEA at least 24 hours before the day of said extension.

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
Report of Transfer/Processing Facility Information	July 1, 2011	Identification in Non-Disposal Facility Element	June 2001
Amendments to TPR	N/A	Finding of Conformance - LA Co SWTF	April 1989
Land Use Permits and Zone Variance (1988-0869ZV)	November 1988	Local & County Ordinances	Municipal Code
Zone Variance Amendment (ZA 98-0325ZV (PA1))	June 18, 2004	Final Closure & Post Closure Maintenance Plan	N/A
Negative Declaration (SCH #88122128)	March 1989	Summary of Contract Agreements	N/A
Mitigated Negative Declaration (ENV-2003-7893-MND)	Adopted June 18, 2004	Storm Water Discharge Permit (#4B19S002666)	October 1992

VALID PERMIT

January 30, 2012

SOLID WASTE FACILITY PERMIT	Facility Name: MISSION ROAD RECYCLING & TRANSFER STATION	
	SWFP No. 19-AR-1183	Page 3 of 5

16. Self-Monitoring: Results of all self-monitoring programs as described in the TPR will be reported as follows:
 (The monitoring reports are delinquent 30 days after the end of the reporting period)

Program:	Reporting Frequency:	Agency Reported To:
The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.	Monthly (Due two weeks after the end of each month)	LEA
All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.		
Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is also required.)		
The types and quantities of decomposable and inert wastes, including separated or commingled recyclables, received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.		
Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.		
Final disposal site for transferred wastes.		
The number and type of vehicles using the facility per day.		
Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.		
Weekly reports from a rodent and insect control program conducted by a licensed pest control company.		
Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA <u>at once</u> following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility which have been received by other agencies.		
Notify the LEA and CoSWMC, in writing, of any change in name of operator or in control of ownership of land.	45 Days Before Any Change	LEA, CoSWMC
Notify any new owner or operator by letter, a copy of which shall be filed with the LEA of the existence and terms of the Solid Waste Facility Permit.		LEA and New Owner

VALID PERMIT

17. LEA Conditions:**A. Requirements:**

1. This facility shall comply with all the State Minimum Standards for Solid Waste Handling and Disposal.
2. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
3. The operator shall maintain a copy of this permit at the facility so as to be available at all times to facility personnel and to Enforcement Agencies' personnel.
4. Signs shall be provided to ensure orderly and safe operation of the facility. The operator shall install and maintain signs at the entrance indicating the type of materials that are accepted.
5. The operator shall comply with the established Litter Control Program as outlined in the TPR, and the April 1989, approved Finding of Conformance. This program includes tarping requirements, containment of litter, site and facility clean-up and monitoring procedures. It is the responsibility of the operator to keep all surrounding streets, within a 1,000 foot radius used for ingress and egress, free of litter resulting from the facility operation.
6. The operator must provide additional dust control measures upon the request of the LEA if such measures, as provided in the TPR, prove to be inadequate.

B. Provisions:

1. This permit is subject to review by the LEA and may be suspended, revoked or modified at any time for sufficient cause.
2. The LEA reserves the right to suspend or modify this permit when deemed necessary due to an emergency, a potential health hazard, or the creation of a public nuisance.
3. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA would require a revision of this permit.
4. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
5. The operator must notify the LEA 45 days in advance of any proposed change in ownership or operator.
6. In the event that any landfill proposed for final disposal of this facility's waste closes, denies, or limits access, the facility operator/owner must immediately notify the LEA and submit a plan to address the issue of handling and disposing of the permitted waste tonnage limit. This plan must be reviewed by the LEA prior to implementation.

C. LEA Specifications:

1. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Hazardous Waste Load Checking Program as described in the TPR. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (a) The minimum number of random waste vehicle loads to be inspected daily at this facility is one (1).
 - (b) The number of random incoming vehicle loads to be inspected each day is determined by the LEA and shall be related to the permitted daily volume of refuse received by the facility. A random load check shall be performed at a rate of 1 truck per every 1,000 tons of waste received. The LEA reserves the right to increase the required number of incoming waste load inspections.
 - (c) The personnel training and load check procedures necessary for the program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must review and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (d) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the TPR (Hazardous Waste Load Check Program).
 - (e) Suspected hazardous wastes must be stored in the hazardous waste containment area if they are stored overnight.

- (f) It is the responsibility of the facility operator to legally dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, radioactive or medical wastes).
- (g) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
- (1) Los Angeles County Fire Prevention Bureau, Hazardous Materials Division
 - (2) Environmental Crimes Division, L.A. County District Attorney
 - (3) California Highway Patrol
2. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, that day's entry shall read "none". This log shall include, but is not necessarily limited to:
- Any loads refused entry into the facility, potentially live ammunition, fires, explosions, earthquakes, discharge of hazardous liquids or gases to the ground or the atmosphere, or significant injuries, accidents, or property damage.
- Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. The facility operator shall notify the LEA by phone or email within 24 hours of the specified special occurrence. Only authorized personnel can make entries into this log. A summary of the Log of Special Occurrences shall be submitted to the LEA in an Annual Report. If a situation arises that cannot be handled by facility personnel then call 911 or another outside emergency agency appropriate for the situation as outlined in the TPR. The LEA shall be notified immediately after the appropriate outside emergency agency has been notified.
3. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of refuse received. These records shall be made available to the LEA and the CalRecycle for inspection and shall be maintained on site for a period of at least three years.
4. The permitted daily capacity of this facility has been determined to be 1,785 tons per day. On no day shall more than 1,785 tons of non-hazardous solid wastes, including recyclable materials, be received at this facility, unless permission is obtained from the LEA.
5. The operator shall provide daily sweeping of the entire transfer facility and all wastes shall be removed from the facility within 24 hours of acceptance. If water is used as the cleaning agent, runoff from such wash downs shall not leave the site and must only go to the drain and clarifier provided.
6. The permitted facility operator is responsible to ensure that all subcontractors working onsite are in compliance with all permit conditions.
7. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponded water within 48 hours of rainfall.
8. All recyclables shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vectors or pose a nuisance.

<END OF DOCUMENT>

VALID PERMIT

SOLID WASTE FACILITY PERMIT

Facility Permit Number: **19-AR-1224**

1. Name and Street Address of Facility:

Looney Bins / Downtown Diversion
2424 East Olympic Boulevard
Los Angeles, California 90021

2. Name and Mailing Address of Operator:

Looney Bins
USA Waste of California, Inc.
9081 Tujunga Ave
Sun Valley, California 91352

3. Name and Mailing Address of Owner:

Southern California Gas Co.
c/o Sempra Energy Utilities
8335 Century Park Court, CP11D
San Diego, CA 92123-1569

4. Specifications:

a. Permitted Operations:

- Solid Waste Disposal Site
- Transfer/Processing Facility (MRF)
- Transformation Facility
- Composting Facility (yard wastes)
- Large Volume Construction and Demolition/Inert Debris Processing Facility**

b. Permitted Hours of Operation:

Material Acceptance 24 Hours per Day, Monday - Sunday
Material Processing/Transfer 24 Hours per Day, Monday - Sunday

c. Permitted Tons per Operating Day:

Total: 1,500 Tons/Day
Total: 10,500 Tons/Week

d. Permitted Traffic Volume:

Total: 400 Vehicles/Day

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	CDI Processing	Composting	Transformation
Permitted Area (acres)	15 Acres	N/A	15 Acres	N/A	N/A
Design Capacity		N/A	1,500 tons per day (tpd)	N/A	N/A
Max. Elevation (ft. MSL)		N/A			
Max. Depth (ft. BGS)		N/A			
Estimated Closure Date		N/A			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature

David Thompson, Program Manager
Name/Title

6. Local Enforcement Agency Name and Address:

City of Los Angeles
Department of Building and Safety
221 N. Figueroa Street, Suite 1250
Los Angeles, California 90012

7. Received by CIWMB:

December 19, 2006

8. CIWMB Concurrence Date:

February 13, 2007

9. Permit Issue Date:

February 20, 2007

10. Permit Review Date:

March 24, 2022

11. Owner/Operator Transfer Date:

VALID PERMIT

February 20, 2007

SOLID WASTE FACILITY PERMIT

Facility Name: Looney Bins / Downtown Diversion

SWFP No. 19-AR-1224

Page 2 of 5

12. Legal Description of Facility:

M B 122-36/37, Track 8769, Lot LT-C, Mod FR (APN 5168-002-800)

13. Findings:

- a. The facility is identified in the City of Los Angeles Non-Disposal Facility Element, amended November 2004. [*Public Resources Code (PRC), Section 50001 (a)(2)*].
- b. This Permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). [*PRC, Section 44010*].
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA). [*PRC, Section 44009*].
- d. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in *PRC, Section 44151*.
- e. In July of 2003, Looney Bins commenced development of the Downtown Diversion as a large volume construction and demolition / inert processing facility at 2424 East Olympic Boulevard in Los Angeles, California. The facility was designed with a capacity of 1,500 tons per day and 10,500 tons per week of incoming construction and demolition / inert debris. The facility is located in an M-3-1 zone in which sorting of recyclable materials including construction debris is permitted. This determination was confirmed by Mr. Peter Kim of the City of Los Angeles, Department of Building and Safety in a letter to Mr. Mike Hammer, dated July 24, 2003.
- f. In August 2003, the State's new Construction and Demolition and Inert Debris Transfer/Processing Regulations went into effect that required Looney Bins to obtain a permit to continue operations of the Downtown Diversion facility. Pursuant to 14 CCR 17385, the facility was classified as a Pre-Existing facility. On December 17, 2004, after a public information meeting was conducted, the LEA issued a Temporary Registration Permit to Looney Bins for the operation of a 1,500 ton per day and 10,500 ton per week construction and demolition/inert debris processing facility. Since the issuance of the temporary permit, the facility has been operating within the permit limit with no expansion of use or negligible changes in operations.
- g. The Los Angeles City Planning Department prepared and filed a Notice of Exemption – General Exemption for the continued operation of the existing Downtown Diversion. The Notice of Exemption was filed with the Los Angeles County Clerk's Office on October 17, 2003 and with the Los Angeles City Clerk's Office on November 5, 2003.
- h. Based on the CDI Debris Processing Facility Report (Facility Report), dated March 2006, the LEA is satisfied that this facility will provide measures to adequately control noise levels, gas/odor nuisances, traffic congestion, litter nuisances, and vectors such that there will be no significant impact on the local residences.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits. In the event that hazardous or suspected hazardous wastes are brought into the facility the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the Hazardous, Liquid, Electronic, and Special Wastes section of the Facility Report.

The permittee is additionally prohibited from the following items or activities:

- Acceptance of non-source separated construction and demolition/inert debris
- Acceptance of Municipal Solid Waste (MSW) or greenwaste (except for small incidental amounts with the source separated construction and demolition loads)
- Acceptance of friable or non-friable asbestos
- Acceptance of chromated copper arsenate (CCA) pressure treated wood or other pressure treated wood.
- Acceptance of lead painted wood or creosote treated wood.
- Acceptance of liquid waste, containerized or not,
- Acceptance of radioactive wastes
- Scavenging or open burning,
- Acceptance of sewage sludge, or septic tank pumpings, slurries, untreated medical waste, dead animals,

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
CDI Debris Processing Facility Report	February 2017	Identification in Non-Disposal Facility Element	November 2004
Amendments to Facility Report	N/A	Finding of Conformance - LA Co SWTF	N/A
Land Use and/or Conditional Use Permit Building & Safety Determination Letter	July 24, 2003	Local & County Ordinances	Municipal Code
Notice of Exemption – General Exemption (2003-7335-CE)	County Clerk Filed 10/17/03 City Clerk Filed 11/5/03		

VALID PERMIT

February 20, 2007

SOLID WASTE FACILITY PERMIT	Facility Name: Looney Bins / Downtown Diversion	
	SWFP No. 19-AR-1224	Page 3 of 5

16. Self-Monitoring: Results of all self-monitoring programs as described in the Facility Plan will be reported as follows: (The monitoring reports are delinquent 30 days after the end of the reporting period)		
Program:	Reporting Frequency:	Agency Reported To:
The types and quantities of construction and demolition / inert wastes, including separated or commingled recyclables, received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.	Monthly (Due by the 15th of each month)	LEA
Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.		
The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.		
All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.		
Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is also required.)		
Final disposal site for transferred wastes.		
The number and type of vehicles using the facility per day.		
Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.		
Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA at once following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility, which have been received by other agencies.		
Notify the LEA and CoSWMC, in writing, of any change in name of operator or in control of ownership of land.		
Notify any new owner or operator by letter, a copy of which shall be filed with the LEA of the existence and terms of the Solid Waste Facility Permit.	LEA and New Owner	

VALID PERMIT

17. LEA Conditions:

- a. This facility shall comply with all the State Minimum Standards for Solid Waste Handling and Disposal as specified in Title 14 and Title 27, California Code of Regulations.
- b. This facility shall comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the *Public Resources Code*, Section 21081.6.
- c. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
- d. The operator shall comply with all of the requirements of all applicable laws pertaining to employee health and safety.
- e. This permit is subject to review by the LEA and may be suspended, revoked, revised, or modified at any time for sufficient cause.
- f. The LEA reserves the right to suspend or modify this permit when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance or for nonpayment of LEA permit fees.
- g. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA would require a revision of this permit.
- h. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
- i. The operator must notify the LEA 45 days in advance of any proposed change in ownership or operator.
- j. The operator shall maintain a copy of this permit and Facility Report at the facility so as to be available at all times to facility personnel and to Enforcement Agencies' personnel.
- k. The facility operator shall ensure that only construction and demolition/inert debris as defined in California Code of Regulations, Title 14, Division 7, Chapter 3.0, Article 5.9 are accepted for handling, processing and/or storage.
- l. The site must be supervised by trained individuals with relevant experience at all times during operating hours. Supervisors and managers must have the authority to commit company resources to resolve emergency and non-emergency health, safety and environmental issues, if such action is necessary to protect the health and safety of site employees and the nearby community. A description of training requirements by job classification and examples of appropriate authorities is described in the IIPP.
- m. The operator shall ensure that all incoming construction and demolition/inert debris will be processed within 15 days of acceptance and that all residual waste be removed from the site within 48 hours.
- n. The operator shall conduct CDI processing operations within the onsite building. The operator may not conduct CDI processing activities outside unless permission is first obtained from the LEA. The debris piles and other piles of materials on site must be stable and otherwise configured so as to protect public health and safety.
- o. Signs shall be provided to ensure orderly and safe operation of the facility. The operator shall install and maintain signs at the entrance pursuant to the signage requirements found in 14 CCR 17409.4.
- p. Dust and noise generation must be minimized to the maximum practical extent feasible through work practices, maintenance and engineering controls, if needed. Dust control measures are specified in the Facility Report that was reviewed and approved jointly by the LEA and a representative of the South Coast Air Quality Management District (SCAQMD). The operator shall ensure the existing dust control systems are operational and adequate at all times. If the existing dust and odor control measures are determined to be inadequate, the LEA may require additional control measures be implemented.
- q. Limited and reasonable monitoring for dust, noise or other environmental impacts or conditions will be conducted by qualified firms or individuals, if determined to be necessary by the LEA and results will be provided to the LEA by the facility operator at the operator's expense.
- r. The operator shall comply with the established Litter Control Program as outlined in the Facility Report. This program includes tarping requirements, containment of litter, site and facility clean-up. The site supervisor is required to conduct routine monitoring of the facility and adjacent streets and properties to ensure that litter is being controlled. It is the responsibility of the operator to keep all surrounding streets used for ingress and egress and adjacent properties free of litter resulting from the facility operation.
- s. The operator shall provide daily sweeping of the entire facility and the street and sidewalk adjacent to the site's entrance. If water is used for clean up, runoff from such wash downs shall not leave the site.
- t. The operator will maintain a professional vector control service at all times.

17. LEA Conditions

- u. The operator shall make periodic evaluations of handling operations and incoming wastes to promote increasing the materials diversion rate, as feasible.
- v. All recyclables shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vectors or pose a nuisance.
- w. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of construction and demolition/inert debris received. These records shall be made available to the LEA's personnel and to the CIWMB's personnel for inspection and shall be maintained on site for a period of at least one year.
- x. The permitted daily capacity of this facility is 1,500 tons per day. The permitted daily tonnage shall be limited to 1,500 tons per day and may not exceed 10,500 tons per week, Monday - Sunday.
- y. The operator may request the LEA for a temporary increase (exception) from the daily tonnage limit of 1,500 tons per day, but shall not exceed 2,000 tons per day. The operator must receive prior approval from the LEA. The operator shall not be granted more than 15 exceptions per calendar year.
- z. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponded water within 48 hours of rainfall.
- aa. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Hazardous Waste Load Checking Program as described in the Facility Report. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (1) The minimum number of random waste vehicle loads to be inspected daily at this facility is two (2). The LEA reserves the right to increase the required number of incoming waste load inspections.
 - (2) The personnel training and load check procedures necessary for the program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must review and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (3) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Facility Report.
 - (4) Suspected hazardous wastes must be properly labeled and stored in the hazardous waste containment area.
 - (5) It is the responsibility of the facility operator to dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, radioactive or medical wastes) in accordance with all local, state and federal regulations.
 - (6) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately, after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
 - I. Los Angeles County Fire Prevention Bureau, Hazardous Materials Division
 - II. Environmental Crimes Division, L.A. County District Attorney
 - III. California Highway Patrol
- bb. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, that day's entry shall read "none". This log shall include, but are not necessarily limited to:

Any loads refused entry into the facility and the basis for the refusal, i.e., potentially live ammunition, fires, explosions, earthquakes, discharge of hazardous liquids or gases to the ground or the atmosphere, or significant injuries, accidents, or property damage.

Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. Call the duty officer, City of Los Angeles, Environmental Affairs Department, at (213) 978-0892, Monday through Friday 8:00 AM to 5:00 PM. For after hours incidents, the operator shall call the pager number provided to them by the LEA. Only authorized personnel can make entries into this log. If a situation arises that cannot be handled by facility personnel then call 911 or another outside emergency agency appropriate for the situation as listed in the Facility Report. The LEA shall be notified immediately after the appropriate outside emergency agency has been notified.
- cc. In the event of a declared local emergency involving demolition and recovery activities, this facility will cooperate to the maximum extent feasible with the City of Los Angeles Emergency Operations Organization in coordination with the Environmental Affairs Department.
- dd. The operator shall comply with the CIWMB Disposal Reporting System regulations and the Los Angeles County Department of Public Works Disposal Reporting requirements, including tracking diversion by jurisdiction of origin, and providing requesting jurisdictions with requested data.

<END OF DOCUMENT>

February 20, 2007

VALID PERMIT

SOLID WASTE FACILITY PERMIT

Facility Permit Number: **19-AR-1223**

1. Name and Street Address of Facility:

Looney Bins / East Valley Diversion
11616 Sheldon Street
Sun Valley, California 91352

2. Name and Mailing Address of Operator:

Looney Bins
USA Waste of California, Inc.
9081 Tujunga Ave
Sun Valley, California 91352

3. Name and Mailing Address of Owner:

Los Angeles Department of Water and Power
PO Box 51111
Los Angeles, CA 90051

4. Specifications:

a. Permitted Operations:

- Solid Waste Disposal Site
- Transfer/Processing Facility (MRF)
- Transformation Facility
- Composting Facility (yard wastes)
- Large Volume Construction and Demolition/Inert Debris Processing Facility**

b. Permitted Hours of Operation:

Material Acceptance 24 Hours per Day, Monday - Sunday
Material Processing/Transfer 24 Hours per Day, Monday - Sunday

c. Permitted Tons per Operating Day:

Total: 750 Tons/Day

d. Permitted Traffic Volume:

Total: 250 Vehicles/Day

e. Key Design Parameters (detailed parameters are shown on site plans):

	Total	Disposal	CDI Processing	Composting	Transformation
Permitted Area (acres)	2 Acres	N/A	2 Acres	N/A	N/A
Design Capacity		N/A	750 tons per day (tpd)	N/A	N/A
Max. Elevation (ft. MSL)		N/A			
Max. Depth (ft. BGS)		N/A			
Estimated Closure Date		N/A			

Upon a significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

5. Approval:



Approving Officer Signature

David Thompson, LEA Program Manager
Name/Title

6. Local Enforcement Agency Name and Address:

City of Los Angeles
Department of Building and Safety
221 N. Figueroa Street, Suite 1250
Los Angeles, California 90012

7. Received by CIWMB: August 17, 2006

8. CIWMB Concurrence Date: September 12, 2006

9. Permit Issue Date:

September 19, 2006

10. Permit Review Date:

September 25, 2022

11. Owner/Operator Transfer Date:

April 16, 2008

VALID PERMIT

September 19, 2006

SOLID WASTE FACILITY PERMIT	Facility Name: Looney Bins / East Valley Diversion	
	SWFP No. 19-AR-1223	Page 2 of 5

12. Legal Description of Facility:

LOS ANGELES LAND AND WATER CO'S SUBDIVISION OF A PART OF MACLAY RANCHO, M B 3-17/18, Lot 11, Block 13,

13. Findings:

- a. The facility is identified in the City of Los Angeles Non-Disposal Facility Element, amended November 2004. [Public Resources Code (PRC), Section 50001 (a)(2)].
- b. This Permit is consistent with standards adopted by the California Integrated Waste Management Board (CIWMB). [PRC, Section 44010].
- c. The design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the Local Enforcement Agency (LEA). [PRC, Section 44009].
- d. The local fire protection agency, the Los Angeles City Fire Department, has determined that the facility is in conformance with applicable standards as required in PRC, Section 44151.
- e. In 1999, Looney Bins began operating the East Valley Diversion as a large volume construction and demolition / inert processing facility at 11616 Sheldon Street, Sun Valley, California. The facility was designed with a capacity of 750 tons per day of incoming construction and demolition / inert debris. The facility is located in an M-2-1 zone in which sorting of recyclable materials including construction debris is permitted. This determination was confirmed by Mr. Peter Kim of the City of Los Angeles Department of Building and Safety in a letter to Mr. Mike Hammer, dated August 13, 2003.
- f. In August 2003, the State's new Construction and Demolition and Inert Debris Transfer/Processing Regulations went into effect that required Looney Bins to obtain a permit to continue operations of the East Valley Diversion facility. Pursuant to 14 CCR 17385, the facility was classified as a Pre-Existing facility. On December 23, 2004, after a public information meeting was conducted, the LEA issued a Temporary Registration Permit to Looney Bins for the operation of a 750 ton per day construction and demolition/inert debris processing facility. Since the issuance of the temporary permit, the facility has been operating within the permit limit of 750 ton per day of construction and demolition / inert debris with no expansion of use or negligible changes in operations.
- g. The Los Angeles City Planning Department prepared and filed a Notice of Exemption – General Exemption for the continued operation of the existing East Valley Diversion. The Notice of Exemption was filed with the Los Angeles County Clerk's Office on October 17, 2003 and with the Los Angeles City Clerk's Office on November 5, 2003.
- h. Based on the CDI Debris Processing Facility Report (Facility Report), dated March 2006, the LEA is satisfied that this facility will provide measures to adequately control noise levels, gas/odor nuisances, traffic congestion, litter nuisances, and vectors such that there will be no significant impact on the local residences.

14. Prohibitions:

The permittee is prohibited from accepting any liquid waste sludge, non-hazardous wastes requiring special handling, designated waste or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits. In the event that hazardous or suspected hazardous wastes are brought into the facility the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in the Hazardous, Liquid, Electronic, and Special Wastes section of the Facility Report.

The permittee is additionally prohibited from the following items or activities:

- Acceptance of non-source separated construction and demolition/inert debris
- Acceptance of Municipal Solid Waste (MSW) or greenwaste (except for small incidental amounts with the source separated construction and demolition loads)
- Acceptance of friable or non-friable asbestos
- Acceptance of chromated copper arsenate (CCA) pressure treated wood or other pressure treated wood.
- Acceptance of lead painted wood or creosote treated wood.
- Acceptance of liquid waste, containerized or not,
- Acceptance of radioactive wastes
- Scavenging or open burning,
- Acceptance of sewage sludge, or septic tank pumpings, slurries, untreated medical waste, dead animals,

15. The following documents also describe and/or restrict the design and operation of this facility:

	Date:		Date:
CDI Debris Processing Facility Report	March 2006	Identification in Non-Disposal Facility Element	November 2004
Amendments to Facility Report	N/A	Finding of Conformance - LA Co SWTF	N/A
Land Use and/or Conditional Use Permit Building & Safety Determination Letter	August 13, 2003	Local & County Ordinances	Municipal Code
Notice of Exemption – General Exemption (2003-7335-CE)	County Clerk Filed 10/17/03 City Clerk Filed 11/5/03		

VALID PERMIT

TIMOTHY G. HAY

September 19, 2006

SOLID WASTE FACILITY PERMIT	Facility Name: Looney Bins / East Valley Diversion	
	SWFP No. 19-AR-1223	Page 3 of 5

16. Self-Monitoring: Results of all self-monitoring programs as described in the Facility Report will be reported as follows:
(The monitoring reports are delinquent 30 days after the end of the reporting period)

Program:	Reporting Frequency:	Agency Reported To:
The types and quantities of construction and demolition / inert wastes, including separated or commingled recyclables, received <u>each day</u> . The operator shall maintain these records on the facility's premises for a minimum of one year and made available to any Enforcement Agencies' personnel on request.	Monthly (Due by the 15th of each month)	LEA
Quantity and types of wastes salvaged/recycled per month and the final destination of these diverted materials.		
The quantities and types of hazardous wastes, untreated medical wastes, or otherwise prohibited wastes found in the waste stream and the disposition of these materials.		
All incidents of unlawful disposal of prohibited materials and the operator's actions taken. Indicate those incidents which occurred as a result of the random load checking program.		
Copies of all written complaints regarding this facility and the operator's actions taken to resolve these complaints. (Notification to the LEA within one day following the complaint is also required.)		
Final disposal site for transferred wastes.		
The number and type of vehicles using the facility per day.		
Reports of all special/unusual occurrences and the operator's actions taken to correct these problems.		
Record of receipt of a Notice of Violation from any regulatory agency. In addition, the operator shall notify the LEA <u>at once</u> following receipt of a Notice of Violation or upon receipt of notification of complaints regarding the facility, which have been received by other agencies.		
Notify the LEA and CoSWMC, in writing, of any change in name of operator or in control of ownership of land.	45 Days Before Any Change	LEA, CoSWMC
Notify any new owner or operator by letter, a copy of which shall be filed with the LEA of the existence and terms of the Solid Waste Facility Permit.		LEA and New Owner

VALID PERMIT

17. LEA Conditions:

- a. This facility shall comply with all the State Minimum Standards for Solid Waste Handling and Disposal as specified in Title 14 and Title 27, California Code of Regulations.
- b. This facility shall comply with all federal, state, and local requirements and enactments including all mitigation measures given in any certified environmental document filed pursuant to the *Public Resources Code*, Section 21081.6.
- c. Information concerning the design and operation of this facility shall be furnished, in a timely manner, on request to the LEA.
- d. The operator shall comply with all of the requirements of all applicable laws pertaining to employee health and safety.
- e. This permit is subject to review by the LEA and may be suspended, revoked, modified, or revised at any time for sufficient cause.
- f. The LEA reserves the right to suspend or modify this permit when deemed necessary due to an emergency, a potential health hazard or the creation of a public nuisance or for nonpayment of LEA permit fees.
- g. The operator shall notify the LEA, in writing, of any proposed significant changes in the routine facility operation or changes in facility design during the planning stages. In no case shall the operator undertake any changes unless the operator first submits to the LEA a notice of said changes at least 180 days before said changes are undertaken, and those changes are approved by the LEA. Any significant change as determined by the LEA would require a revision of this permit.
- h. A summary of all pilot projects must be submitted to the LEA in writing prior to the implementation of that pilot project. The LEA must approve all pilot projects before they can be implemented.
- i. The operator must notify the LEA 45 days in advance of any proposed change in ownership or operator.
- j. The operator shall maintain a copy of this permit and Facility Report at the facility so as to be available at all times to facility personnel and to Enforcement Agencies' personnel.
- k. The facility operator shall ensure that only construction and demolition/inert debris as defined in California Code of Regulations, Title 14, Division 7, Chapter 3.0, Article 5.9 are accepted for handling, processing and/or storage.
- l. The site must be supervised by trained individuals with relevant experience at all times during operating hours. Supervisors and managers must have the authority to commit company resources to resolve emergency and non-emergency health, safety and environmental issues, if such action is necessary to protect the health and safety of site employees and the nearby community. A description of training requirements by job classification and examples of appropriate authorities is described in the IIPP.
- m. The operator shall ensure that all incoming construction and demolition/inert debris will be processed within 15 days of acceptance and that all residual waste be removed from the site within 48 hours.
- n. All debris, waste or storage piles shall not exceed 20 feet in height or the height of the adjacent wall. The debris piles and other piles of materials on site must be stable and otherwise configured so as to protect public health and safety.
- o. Signs shall be provided to ensure orderly and safe operation of the facility. The operator shall install and maintain signs at the entrance pursuant to the signage requirements found in 14 CCR 17409.4.
- p. Dust and noise generation must be minimized to the maximum practical extent feasible through work practices, maintenance and engineering controls, if needed. Dust control measures are specified in the Facility Report that was reviewed and approved jointly by the LEA and a representative of the South Coast Air Quality Management District (SCAQMD). The operator shall ensure the existing dust control systems are operational and adequate at all times. If the existing dust and odor control measures are determined to be inadequate, the LEA may require additional control measures be implemented.
- q. Limited and reasonable monitoring for dust, noise or other environmental impacts or conditions will be conducted by qualified firms or individuals, if determined to be necessary by the LEA and results will be provided to the LEA by the facility operator at the operator's expense.
- r. The operator shall comply with the established Litter Control Program as outlined in the Facility Report. This program includes tarping requirements, containment of litter, site and facility clean-up. The site supervisor is required to conduct routine monitoring of the facility and adjacent streets and properties to ensure that litter is being controlled. It is the responsibility of the operator to keep all surrounding streets used for ingress and egress and adjacent properties free of litter resulting from the facility operation.
- s. The operator shall provide daily sweeping of the entire facility and the street and sidewalk adjacent to the site's entrance. If water is used for clean up, runoff from such wash downs shall not leave the site.
- t. The operator shall provide and maintain rumble strips at the facility exit to control the track out of dirt and debris onto the adjacent street. If it is determined that these control measure are inadequate, the LEA may require additional mitigations measures to be implemented.
- u. The operator will maintain a professional vector control service at all times.

VALID PERMIT

September 19, 2006

17. LEA Conditions

- v. The operator shall make periodic evaluations of handling operations and incoming wastes to promote increasing the materials diversion rate, as feasible.
- w. All recyclables shall be stored within designated areas in a neat and orderly manner so as not to generate litter, harbor vectors or pose a nuisance.
- x. The operator shall maintain, at the facility, accurate daily records of the weight and/or volume of construction and demolition/inert debris received. These records shall be made available to the LEA's personnel and to the CIWMB's personnel for inspection and shall be maintained on site for a period of at least one year.
- y. The permitted daily capacity of this facility has been determined to be 750 tons per day. On no day shall more than 750 tons of construction and demolition/inert debris, be received at this facility, unless permission is first obtained from the LEA.
- z. The entire area within the permitted boundaries of the site must have adequate drainage control and be free of ponded water within 48 hours of rainfall.
- aa. Operational controls shall be established to preclude the receipt and disposal of hazardous waste and volatile organic chemicals or other types of prohibited wastes. The operator shall comply with the approved Hazardous Waste Load Checking Program as described in the Facility Report. Any changes in this program must be approved by the LEA prior to implementation. The following Solid Waste Facility Permit conditions supplement those conditions:
 - (1) The minimum number of random waste vehicle loads to be inspected daily at this facility is two (2). The LEA reserves the right to increase the required number of incoming waste load inspections.
 - (2) The personnel training and load check procedures necessary for the program must be submitted and approved by the LEA. Visual inspections are to be performed by trained spotters and equipment operators. The LEA must review and approve this program and operation. Additional measures may be required upon the request of the LEA.
 - (3) In the event that hazardous or suspected hazardous wastes are brought into the facility, the operator is required to follow procedures for obtaining information, notification, handling and disposal as outlined in Facility Report.
 - (4) Suspected hazardous wastes must be properly labeled and stored in the hazardous waste containment area.
 - (5) It is the responsibility of the facility operator to dispose of any prohibited materials (hazardous or suspected hazardous materials, liquid, sludges, radioactive or medical wastes) in accordance with all local, state and federal regulations.
 - (6) Incidents of unlawful disposal of prohibited materials shall be reported to the LEA monthly as described in the monitoring section of this permit. In addition, the following agencies shall be notified immediately, after each occurrence, if applicable, of any incidents of illegal hazardous materials disposal:
 - I. Los Angeles County Fire Prevention Bureau, Hazardous Materials Division
 - II. Environmental Crimes Division, L.A. County District Attorney
 - III. California Highway Patrol
- bb. The operator shall maintain a daily log of special/unusual occurrences. If there are no special occurrences for a given day, that day's entry shall read "none". This log shall include, but are not necessarily limited to:

Any loads refused entry into the facility and the basis for the refusal, i.e., potentially live ammunition, fires, explosions, earthquakes, discharge of hazardous liquids or gases to the ground or the atmosphere, or significant injuries, accidents, or property damage.

Each of these log entries shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. The operator shall maintain this log at the facility so as to be available at all times to site personnel and to the Enforcement Agencies' personnel. Any of these specified entries made in this log must be promptly reported to the LEA. Call the duty officer, City of Los Angeles, Environmental Affairs Department, at (213) 978-0892, Monday through Friday 8:00 AM to 5:00 PM. For after hours incidents, the operator shall call the pager number provided to them by the LEA. Only authorized personnel can make entries into this log. If a situation arises that cannot be handled by facility personnel then call 911 or another outside emergency agency appropriate for the situation as listed in the Facility Report. The LEA shall be notified immediately after the appropriate outside emergency agency has been notified.
- cc. In the event of a declared local emergency involving demolition and recovery activities, this facility will cooperate to the maximum extent feasible with the City of Los Angeles Emergency Operations Organization in coordination with the Environmental Affairs Department.
- dd. The operator shall comply with the CIWMB Disposal Reporting System regulations and the Los Angeles County Department of Public Works Disposal Reporting requirements, including tracking diversion by jurisdiction of origin, and providing requesting jurisdictions with requested data.

<END OF DOCUMENT>

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

BOARD OF
BUILDING AND SAFETY
COMMISSIONERS

VAN AMBATIELOS
PRESIDENT

E. FELICIA BRANNON
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JOSELYN GEAGA-ROSENTHAL
GEORGE HOVAGUIMIAN
JAVIER NUNEZ

DEPARTMENT OF
BUILDING AND SAFETY
201 NORTH FIGUEROA STREET
LOS ANGELES, CA 90012

FRANK M. BUSH
GENERAL MANAGER

OSAMA YOUNAN, P.E.
EXECUTIVE OFFICER

September 25, 2017

Mr. Michael Hammer, Director of Recycling
Waste Management Recycling and Disposal, Inc.
9227 Tujunga Avenue,
Sun Valley, CA 91352

Subject: East Valley Diversion C & D Debris Processing Facility (SWIS No. 19-AR-1223)
Transmittal of Five-Year Permit Review Report.

Dear Mr. Hammer,

On August 4, 2016, the City of Los Angeles Local Enforcement Agency (LEA) received an application package for a Five-Year Permit Review for the East Valley Diversion C & D Debris Processing Facility. In evaluating the application package, the LEA reviewed the following documents:

- Completed Application for Solid Waste Facility Permit (CIWMB E-1-77), signed August 3, 2016
- CDI Debris Processing Facility Report, dated July, 2016
- Solid Waste Facility Permit (SWIS No. 19-AR-1223), issued September 19, 2006
- Weight and Volume Records
- LEA Inspection Reports

After reviewing the above documents, the LEA found that the facility is operating in compliance with the solid waste facility permit (SWFP) and state minimum standards. The LEA has determined that no significant changes have occurred since the previous permit review and that the existing permit adequately governs the continued operations at the facility. Pursuant to LEA Advisory #52, the LEA is transmitting an updated Solid Waste Facility Permit with the next 5-year permit review date of September 25, 2022.

The SWFP and the Facility Plan must reflect current operating conditions at all times. If changes in facility design or operation are to be made which are not included in current governing documents, they must be submitted to the LEA for review prior to the implementation of the proposed plan.

If you have any questions regarding the Five-Year Permit Review Report, please contact me at (213) 252-3936.

Sincerely,

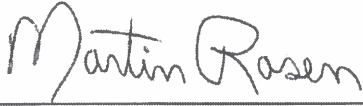
Martin Rosen, Program Supervisor
Local Enforcement Agency

cc: David Thompson, LEA
Sue Markie, Cal Recycle

Jose Gutierrez, LEA
Jeff Hackett, Cal Recycle

Megan Lee, LEA
Megan Emslander, Cal Recycle

5 Year Permit Review Report

East Valley Diversion	19-AR-1223	September 25, 2017
Facility Name	Facility Number	Review Date
City of Los Angeles Department of Building & Safety Local Enforcement Agency	Martin Rosen	
Local Enforcement Agency	Reviewer's Name (Type or Print)	Reviewer's Signature

Documents Reviewed

Document Name	Document Code*	Date	Updates
Solid Waste Facility Permit	SWFP	9/19/06	4/16/08 12/12/11
Report of CDI Debris Processing Facility Report	TPR	July 2016	
Facility Weight and Volume Records	WVR	January 2012 to Present	
Inspection Reports	IR	January 2012 to Present	

Findings

Document Code	Page Number	Finding
SWFP	All	The operator is in conformance with the terms and conditions of the SWFP, therefore, the current permit is in good standing with the LEA.
RFI	All	The RFI information is satisfactory. The operator has made minor modifications to the RFI to update contact information and better describe processing operations.
WVR	All	Weight and volume records indicate that the facility has been operating within their stated permit conditions.
IR	All	Since January 2012, the LEA has conducted 86 inspections of this facility and has determined that it is operating in compliance with state minimum standards. One violation and one area of concern (A/C) have been issued during this time. Violation for PRC 44014(b) – Operator Complies with Conditions was issued on 6-3-2014. This violation was brought back into compliance during the next inspection on 7-21-2014. An A/C for CCR 17410.1 – Solid Waste Removal was issued on 3-16-2015. This A/C was brought back into compliance during the next inspection on 7-21-2014.

*The Document Code is any symbol you choose to represent the name of a document (e.g. EIR,RDSI, CUP, etc.)

Check here if additional pages have been attached to this form.

Conclusions Re: Permit Status (Modification/Revision/Suspension/Revocation)

After reviewing the listed documents, the LEA has determined that no significant operational changes have occurred since the previous permit review. There was some confusion weather the operator was required to have the land owners signature on the application for 5-year permit review or not which delayed its completion. However, it was agreed upon by all parties that the land owners signature on the application for 5-year permit review was not required since there were no changes. Pursuant to LEA Advisory #52, the LEA will be updating the SWFP with the next 5-year permit review date.

Directives Given to Operator

Permit Action Required: (Check One Box)	Documents to be Submitted: (Check all applicable boxes)
<input type="checkbox"/> Submit Application for Permit Revision	<input type="checkbox"/> Updated RFI
<input type="checkbox"/> Submit Application for Permit Modification	<input type="checkbox"/> Financial Assurances
<input type="checkbox"/> Permit Suspension	<input type="checkbox"/> Periodic Site Review
<input type="checkbox"/> Permit Revocation	<input type="checkbox"/> CEQA Compliance
<input type="checkbox"/> Other (specify below)	<input type="checkbox"/> Preliminary Closure Plan
	<input type="checkbox"/> Final Closure Plan
	<input type="checkbox"/> Other (specify below)

EXHIBIT Q
SUN VALLEY RECYCLING PARK HOST FEE

Exhibit Q – Sun Valley Recycling Park Host Fee

1. **03/16/2021** – Council Motion:

The City Clerk be directed/authorized to establish a new Account in the Council District 6 Real Property Trust Fund No. 688-14 entitled “Sun Valley Recycling Park Trust Fund” to be used pursuant to Condition 2.4 c of an Agreement adopted under Case No. CPC 2007-3888-CU-ZV-SPR.

2. **08/23/2018** – Master Covenant and Agreement recorded:

Condition 16-D of Conditions of Approval, Case CPC-2007-3888-CU-ZV-SPR, covenant regarding Host Fee Fund.

3. **01/10/2017** – Council File 10-0468:

Motion to request the City Attorney to prepare and present an ordinance to create the Sun Valley Recycling Trust Fund for the receipt and disbursement of all Host Fees.

Council File 10-0468
CPC 2007-3888 CU-ZV-SPR

C-5

b.

Waste Management Sun Valley Recycling Park Clean Air Incentive/Host Fee Schedule (\$/ton)			
Types of Material	Clean Fuel Trucks (a)	CARB-Compliant, Retrofitted Trucks (b)	Non-CARB Compliant Trucks (c)
Types of Trucks			
Municipal Solid Waste	\$1.00	\$1.50	\$3.00
Sorted Recyclables	\$0.25	\$0.25	\$0.50
Sorted Green & Wood Waste	\$0.25	\$0.25	\$0.25
Cost of Living Adjustment	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside

TO CITY CLERK FOR PLACEMENT ON NEXT
REGULAR COUNCIL AGENDA TO BE POSTED

#61

MOTION

I MOVE that the City Clerk be directed / authorized to establish a new Account in the Council District 6 Real Property Trust Fund No. 688-14 entitled "Sun Valley Recycling Park Trust Fund" to be used pursuant to Condition 2.4 c of an Agreement adopted under Case No. CPC 2007-3888-CUZV-SPR, for the below quoted purposes and under the indicated conditions:

2.4. Condition for Approval A.16(c) provides:

- c. **Sun Valley Recycling Park Trust Fund. The applicant shall contribute all Host Fees collected from haulers into Sun Valley Recycling Park Trust Fund Account. All funds in such account shall be disbursed locally in Sun Valley or nearby neighborhoods for such programs as determined by Council District No. 6 with input from a locally constituted advisory committee and others as deemed appropriate by Council District No. 6. Such programs may include the following:**
- **Health care - examples include retaining experts to conduct health studies and to educate the community on local healthcare issues, to educate and provide preventative health care services, and to subsidize prescription drugs for respiratory related ailments in local non-profit medical facilities in the Sun Valley area.**
 - **Environmental - examples include retaining experts to study local environmental issues and to implement improvements such as clean truck education and incentive programs, tree plantings, stormwater management, eliminating litter and graffiti, and supporting environmental beautification programs in the Sun Valley area.**
 - **Transportation - examples include retaining experts to conduct studies and to implement improvements related to traffic and road conditions in the Sun Valley area.**
 - **Other measures - such as employment and job training programs that are not already required by existing laws and regulations that further environmental justice or mitigate environmental impacts from the Sun Valley Recycling Park.**

Funds not disbursed in a fiscal year shall remain in the Fund and shall be devoted to the purposes of the Fund. All interest and other earnings attributable to monies in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund.

PRESENTED BY:


NURY MARTINEZ
Councilwoman, 6th District

MAR 16 2021

SECONDED BY:



ak



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Pages:
0016

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/23/18 AT 03:24PM

FEES :	62.00
TAXES :	0.00
OTHER :	0.00
SB2 :	75.00
PAID :	137.00



LEADSHEET



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SEQ:
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DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY
Los Angeles Department of City Planning

When Recorded Mail to:

Name: ASTEGHUK KHAJETOORIAN, Esq.
1/1 Arm Jones
Address: WASTE MANAGEMENT
9081 TUJUNGA AVENUE
SUN VALLEY, CA 91352



Space Above This Line Reserved For Recorder's Use

MASTER COVENANT AND AGREEMENT

The undersigned hereby certifies I am (we are) the owner(s) of the hereinafter legally described property located in the City of Los Angeles, County of Los Angeles, State of California. Please complete the following; if the property has a complex legal description or contains a Lot Cut reference (i.e. "ARB." number) attach the legal description on a separate page(s)):

Legal Description (lot, block, tract) See Exhibit A' _____;
Site Address _____

That in consideration of the Approval of Case Number: CPC-2007-3888-CU-ZV-SPR
by the Department of City Planning, I (we) do hereby promise, covenant and agree to and with the City of Los Angeles and the Department of City Planning of said City that to the extent of our interest, I (we) acknowledge and will comply with Conditions Numbers: 16-D (Exhibit B) (see attached).

This covenant and agreement shall run with the land and shall be binding upon any future owners, encumbrancers, their successors, heirs or assigns and shall continue in effect until the Department of City Planning of the City of Los Angeles approves its termination.

DOUGLAS CORCORAN
Print Name of Property Owner

[Signature]
Signature of Property Owner

Print Name of Property Owner

Signature of Property Owner

Print Name of Property Owner

Signature of Property Owner

Dated this 23RD day of AUGUST, 20 18.

For Los Angeles Department of City Planning Use Only

Case Number: CPC-2007-3888-CU-ZV-SPR Condition Number(s): 16-D (Exhibit B)

and/or Ordinance Number: _____

Approved For Recording By The Undersigned On This Date: 8/21/18

Print Name: Ivony Chamberski Signature: [Signature]



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Asteghik Khajetoorians, Esq.
Senior Legal Counsel
Waste Management Recycling and Disposal
Services of California, Inc.
9081 Tujunga Ave.
Sun Valley, CA 91351

(Space above for recorder's use only)

**ENVIRONMENTAL RESTRICTION
And
COVENANT REGARDING HOST FEE FUND
And
WAIVER OF RIGHT TO CONTEST CONDITION OF APPROVAL**

1. Parties. This Environmental Restriction, Covenant Regarding Host Fee Fund, and Waiver Agreement ("**Agreement**"), is executed as of August 17, 2018 by Waste Management Recycling and Disposal Services of California, Inc., a California corporation ("**Waste Management**") in favor of the City of Los Angeles, California (the "**City**").

2. Recitals.

2.1. Waste Management is the sole owner in fee simple of that certain real property located at 9227 N. Tujunga Avenue, Los Angeles, California, which is legally described on Exhibit "A," attached hereto and made a part hereof (the "**Property**"). Waste Management has applied to the City for various approvals under Case No. CPC 2007-3888-CU-ZV-SPR (the "**Entitlements**") to develop and operate at the Property a state-of-the-art enclosed Transfer Station/Materials Recycling Facility to, in part, receive, sort, consolidate and prepare municipal solid waste and commercial/residential recyclable materials for transport to other regional landfills and processing facilities (the "**Project**").

2.2. In connection with the City's approval of the Entitlements, on or about May 21, 2010, the City issued a document entitled "Conditions of Approval" ("**Conditions of Approval**") which set forth certain construction and operational conditions related to the Project.

2.3. Condition for Approval A.16 (a) provides that "The applicant shall collect a Host Fee in accordance with the following schedule from all third party haulers depositing refuse, green waste or wood waste at the subject site. These fees shall be adjusted for inflation in accordance with the Consumer Price Index each year."

2.4. Condition for Approval A.16(c) provides:

c. Sun Valley Recycling Park Trust Fund. The applicant shall contribute all Host Fees collected from haulers into Sun Valley Recycling Park Trust Fund Account. All funds in such account shall be disbursed locally in Sun Valley or nearby neighborhoods for such programs as determined by Council District No. 6 with input from a locally constituted advisory committee and others as deemed appropriate by Council District No. 6. Such programs may include the following:

- Health care - examples include retaining experts to conduct health studies and to educate the community on local health care issues, to educate and provide preventative health care services, and to subsidize prescription drugs for respiratory related ailments in local non-profit medical facilities in the Sun Valley area.
- Environmental - examples include retaining experts to study local environmental issues and to implement improvements such as clean truck education and incentive programs, tree plantings, stormwater management, eliminating litter and graffiti, and supporting environmental beautification programs in the Sun Valley area.
- Transportation - examples include retaining experts to conduct studies and to implement improvements related to traffic and road conditions in the Sun Valley area.
- Other measures - such as employment and job training programs that are not already required by existing laws and regulations that further environmental justice or mitigate environmental impacts from the Sun Valley Recycling Park.

Funds not disbursed in a fiscal year shall remain in the Fund and shall be devoted to the purposes of the Fund. All interest and other earnings attributable to monies in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund.

(the “**Host Fee Fund**”).

2.5. Waste Management has agreed to certain conditions of approval regarding operation of the Project, including, but not limited to Conditions A.16(a)-A.16(c) which direct Waste Management to impose a Host Fee and establish a Host Fee Fund. The particular conditions of approval referenced in this Agreement, Conditions A.16 (a)-A.16(c), and each act that Waste Management will do or refrain from doing pursuant to this Agreement,

relates to the use of the Property and each act is reasonably necessary to protect present or future human health or safety or the environment and to further environmental justice in the Sun Valley area surrounding the Property.

2.6. Waste Management desires to (a) set forth the specific terms and conditions of the Host Fee Condition in this Agreement and cause the Property to be bound by the same, (b) confirm that the Host Fee Condition is acceptable to Waste Management, and (c) agree that the Host Fee Condition is fully enforceable by the City against the Property, Waste Management and, future operators of the Project on the Property.

In consideration of the City's approval of the requested Entitlements and the City's adoption of a statement of overriding considerations in connection therewith, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Waste Management makes all of the covenants and agreements set forth below in this Agreement.

3. Host Fee Condition. Waste Management, and its successors and assigns, shall at all times during operation of the Project comply with the Host Fee Condition as set forth in Condition Nos. A.16.a, A16.b and A16.c of the Entitlements.

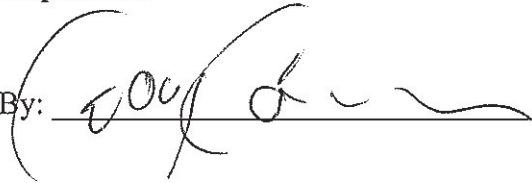
4. Waiver of Right to Contest Host Fee Condition. Waste Management agrees to be bound by the Host Fee Condition during operation of the Project and that the City may enforce any failure to comply with such condition in accordance with applicable law, including, but not limited to, LAMC Sections 12.24 Z and 12.27.1. Waste Management, on behalf of itself and its directors, officers, employees, agents, shareholders, successors, assigns and affiliates hereby fully and forever waives and releases all rights, claims, actions, causes of action (at law, in equity or otherwise), and remedies of any nature whatsoever to contest or challenge the constitutionality, validity or enforceability of the Host Fee Condition based on a claim that the Host Fee Condition does not meet the legal requirements of *Nolan v. California Coastal Commission*, 483 U.S. 825 (1987), *Dolan v. City of Tigard* 512 U.S. 374 (1994), and similar case law.

5. Successors and Assigns. This Agreement complies in all respects with the provisions of California Civil Code Section 1471(a). Accordingly, this Agreement runs with the land, encumbers the Property, and shall bind and apply to all successors and assigns of Waste Management, including without limitation all subsequent owners of the Property and operators of the Project. All such successors and assigns of Waste Management and all subsequent owners of the Property and operators of the Project are expressly bound by the terms of this Agreement for the benefit of the City.

6. This Agreement shall be recorded pursuant to California Civil Code Section 1471(a) (4) in the Office of the Recorder of Los Angeles County, California.

IN WITNESS WHEREOF, intending to be legally bound, Grantor has executed and delivered this Agreement as of the date first above written.

Waste Management Recycling and Disposal
Services of California, Inc., a California
corporation

By: 

Name: Doug Corcoran

Title: Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

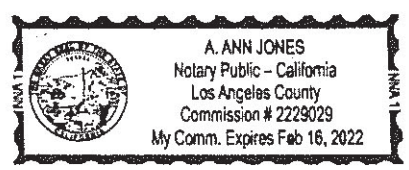
State of California }
 } SS.
County of Los Angeles }

On August 16, 2018 before me, A. Ann Jones, Notary Public
(Insert Name of Notary Public and Title)
personally appeared Doug Corcoran

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

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

WITNESS my hand and official seal.



A. Ann Jones (Seal)
Signature of Notary Public

Exhibit "A"
Legal Description

EXHIBIT "A"
PROJECT AREA

THAT PORTION OF MACLAY RANCHO PER MAP RECORDED IN BOOK 3 OF MAPS, AT PAGES 17 & 18, TOGETHER WITH THAT PORTION OF TRACT 10646 RECORDED IN BOOK 174 OF MAPS, AT PAGES 34 & 35, TOGETHER WITH THAT PORTION OF TRACT 13080 RECORDED IN BOOK 253 OF MAPS, AT PAGE 36, ALL OFFICIAL RECORDS OF LOS ANGELES COUNTY, STATE OF CALIFORNIA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF BRADLEY STREET AND TUJUNGA AVENUE (FORMERLY FARMDALE AVENUE), A 60.00 FOOT WIDE ROAD, AS SHOWN ON SAID TRACT 10646;

THENCE ALONG THE CENTERLINE OF TUJUNGA AVENUE, NORTH 03°31'23" EAST (SHOWN AS NORTH 03°33'15" EAST ON SAID TRACT 10646), A DISTANCE OF 547.21 FEET;

THENCE LEAVING SAID CENTERLINE NORTH 86°28'37" WEST, A DISTANCE OF 43.00 FEET TO A LINE PARALLEL WITH AND 43.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID CENTERLINE, SAID LINE ALSO BEING THE WESTERLY LINE OF THAT CERTAIN EASEMENT DEDICATED TO THE CITY OF LOS ANGELES FOR STREET AND HIGHWAY PURPOSES PER DOCUMENT RECORDED NOVEMBER 6, 1979 AS INSTRUMENT No. 1979-1252170, OFFICIAL RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE POINT OF POINT OF BEGINNING;

THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO COURSES;

SOUTH 03°31'23" WEST, A DISTANCE OF 504.04 FEET;

THENCE SOUTH 41°22'00" EAST, A DISTANCE OF 18.42 FEET TO THE WESTERLY RIGHT OF WAY OF SAID TUJUNGA AVENUE;

THENCE SOUTH 03°31'23" WEST, A DISTANCE OF 382.05 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN PARCEL DESCRIBED IN DEED RECORDED DECEMBER 31, 1987 AS INSTRUMENT No. 87-2062566, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL THE FOLLOWING 12 COURSES:

NORTH 89°59'57" WEST, A DISTANCE OF 407.73 FEET (SHOWN AS NORTH 89°53'46" WEST, 407.65 FEET IN SAID DEED);

THENCE NORTH 44°59'28" WEST, A DISTANCE OF 294.98 FEET (SHOWN AS NORTH 44°53'46" WEST, 295.00 FEET IN SAID DEED);

THENCE NORTH 50°35'11" WEST, A DISTANCE OF 120.13 FEET (SHOWN AS NORTH 50°25'46" WEST, 120.23 FEET IN SAID DEED);

THENCE NORTH 42°46'00" WEST, A DISTANCE OF 234.79 FEET (SHOWN AS NORTH 42°40'49" WEST, 234.79 FEET IN SAID DEED);

THENCE SOUTH 36°06'17" WEST, A DISTANCE OF 103.14 FEET (SHOWN AS SOUTH 36°11'28" WEST, 103.10 FEET IN SAID DEED);

THENCE SOUTH 34°10'06" WEST, A DISTANCE OF 169.06 FEET (SHOWN AS SOUTH 34°16'03" WEST, 169.07 FEET IN SAID DEED);

THENCE SOUTH 41°27'52" WEST, A DISTANCE OF 233.43 FEET (SHOWN AS SOUTH 41°33'37" WEST, 233.44 FEET IN SAID DEED);

THENCE SOUTH 55°47'41" WEST, A DISTANCE OF 166.70 FEET (SHOWN AS SOUTH 55°54'32" WEST, 166.75 FEET IN SAID DEED);

THENCE SOUTH 60°49'39" WEST, A DISTANCE OF 130.64 FEET (SHOWN AS SOUTH 60°57'12" WEST, 130.65 FEET IN SAID DEED);

THENCE NORTH 76°25'24" WEST, A DISTANCE OF 81.18 FEET (SHOWN AS NORTH 76°22'48" WEST, 81.08 FEET IN SAID DEED);

THENCE SOUTH 54°00'18" WEST, A DISTANCE OF 99.22 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAN FERNANDO ROAD (NOW VACATED) AS SHOWN ON SAID TRACT 13080 (SHOWN AS SOUTH 54°08'42" WEST, 99.31 FEET IN SAID DEED);

THENCE SOUTH 48°28'59" WEST AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE, A DISTANCE OF 60.00 FEET (SHOWN AS SOUTH 48°43'31" WEST, 60.00 FEET IN SAID DEED) TO THE NORTHEASTERLY RIGHT OF WAY OF THE SOUTHERN PACIFIC RAILROAD COMPANY, A 100 FOOT WIDE RIGHT OF WAY, AS SHOWN ON SAID TRACT 13080;

THENCE ALONG SAID RIGHT OF WAY NORTH 41°23'04" WEST, A DISTANCE OF 1143.61 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 102.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 37°15'02" EAST, SAID POINT BEING ON THE WESTERLY PROLONGATION OF THE SOUTHEASTERLY RIGHT OF WAY OF THAT CERTAIN EASEMENT DEDICATED TO THE CITY OF LOS ANGELES FOR STREET AND HIGHWAY PURPOSES PER DOCUMENT RECORDED MAY 15, 1986 AS INSTRUMENT No. 1986-606508, OFFICIAL RECORDS OF SAID COUNTY;

THENCE ALONG SAID PROLONGATION AND RIGHT OF WAY THE FOLLOWING 5 COURSES:

THENCE EASTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 108°36'57", A DISTANCE OF 193.36 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE EASTERLY, HAVING A RADIUS OF 48.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30°00'00", A DISTANCE OF 25.13 FEET;

THENCE NORTH 48°38'05" EAST, A DISTANCE OF 375.06 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°43'51", A DISTANCE OF 17.22 FEET TO A POINT OF REVERSE CURVATURE, CONCAVE WESTERLY, HAVING A RADIUS OF 117.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°41'26", A DISTANCE OF 93.30 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 67°19'30" EAST;

THENCE NORTH 48°38'05" EAST, A DISTANCE OF 87.80 FEET;

THENCE SOUTH 32°54'13" EAST, A DISTANCE OF 132.27 FEET;

THENCE SOUTH 21°59'09" EAST, A DISTANCE OF 130.44 FEET;

THENCE SOUTH 13°43'51" EAST, A DISTANCE OF 67.14 FEET;

THENCE SOUTH 04°30'47" EAST, A DISTANCE OF 67.13 FEET;

THENCE SOUTH 33°14'31" EAST, A DISTANCE OF 59.12 FEET;

THENCE SOUTH 41°55'52" EAST, A DISTANCE OF 371.81 FEET;

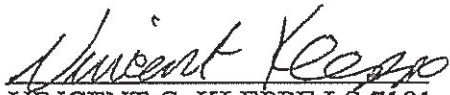
THENCE SOUTH 39°58'29" EAST, A DISTANCE OF 279.59 FEET;

THENCE SOUTH 71°05'11" EAST, A DISTANCE OF 34.78 FEET;

THENCE NORTH 70°39'46" EAST, A DISTANCE OF 45.24 FEET;
THENCE NORTH 41°24'07" EAST, A DISTANCE OF 96.91 FEET;
THENCE NORTH 34°43'30" EAST, A DISTANCE OF 167.14 FEET;
THENCE NORTH 43°46'21" EAST, A DISTANCE OF 52.21 FEET;
THENCE NORTH 71°18'25" EAST, A DISTANCE OF 67.81 FEET;
THENCE SOUTH 89°27'54" EAST, A DISTANCE OF 162.15 FEET;
THENCE NORTH 83°11'40" EAST, A DISTANCE OF 32.24 FEET;
THENCE NORTH 18°10'59" EAST, A DISTANCE OF 298.99 FEET;
THENCE NORTH 17°05'48" EAST, A DISTANCE OF 191.25 FEET;
THENCE NORTH 21°43'07" EAST, A DISTANCE OF 220.40 FEET;
THENCE NORTH 16°21'59" EAST, A DISTANCE OF 45.76 FEET;
THENCE NORTH 06°45'25" EAST, A DISTANCE OF 742.82 FEET;
THENCE NORTH 04°41'04" EAST, A DISTANCE OF 102.18 FEET;
THENCE NORTH 07°14'56" EAST, A DISTANCE OF 122.91 FEET;
THENCE NORTH 07°07'14" EAST, A DISTANCE OF 579.65 FEET;
THENCE NORTH 04°10'46" EAST, A DISTANCE OF 46.38 FEET;
THENCE NORTH 12°43'29" EAST, A DISTANCE OF 73.14 FEET;
THENCE SOUTH 74°45'33" EAST, A DISTANCE OF 122.17 FEET
THENCE NORTH 76°37'52" EAST, A DISTANCE OF 437.30 FEET;
THENCE SOUTH 41°27'21" EAST, A DISTANCE OF 326.30 FEET;
THENCE SOUTH 00°19'23" WEST, A DISTANCE OF 196.86 FEET;
THENCE SOUTH 13°19'58" WEST, A DISTANCE OF 64.97 FEET;
THENCE SOUTH 47°01'39" WEST, A DISTANCE OF 187.93 FEET;
THENCE SOUTH 51°01'43" WEST, A DISTANCE OF 334.68 FEET;
THENCE SOUTH 43°25'36" WEST, A DISTANCE OF 146.35 FEET;
THENCE SOUTH 16°42'29" WEST, A DISTANCE OF 111.82 FEET;
THENCE NORTH 62°52'22" WEST, A DISTANCE OF 132.06 FEET;
THENCE SOUTH 89°03'58" WEST, A DISTANCE OF 163.99 FEET;
THENCE SOUTH 07°00'55" WEST, A DISTANCE OF 348.81 FEET;
THENCE SOUTH 06°29'56" WEST, A DISTANCE OF 387.57 FEET;

THENCE SOUTH 19°12'36" WEST, A DISTANCE OF 88.57 FEET;
THENCE SOUTH 22°37'08" WEST, A DISTANCE OF 148.29 FEET;
THENCE SOUTH 19°32'27" WEST, A DISTANCE OF 91.42 FEET;
THENCE SOUTH 16°07'41" WEST, A DISTANCE OF 251.58 FEET;
THENCE SOUTH 18°03'54" WEST, A DISTANCE OF 161.31 FEET
THENCE NORTH 83°11'40" EAST, A DISTANCE OF 11.05 FEET;
THENCE SOUTH 55°39'45" EAST, A DISTANCE OF 72.33 FEET;
THENCE NORTH 86°18'42" EAST, A DISTANCE OF 35.81 FEET;
THENCE NORTH 64°19'29" EAST, A DISTANCE OF 178.05 FEET;
THENCE NORTH 30°16'20" EAST, A DISTANCE OF 55.70 FEET;
THENCE NORTH 28°50'25" EAST, A DISTANCE OF 123.10 FEET;
THENCE NORTH 48°18'36" EAST, A DISTANCE OF 95.38 FEET;
THENCE NORTH 43°59'29" EAST, A DISTANCE OF 80.66 FEET;
THENCE NORTH 56°18'02" EAST, A DISTANCE OF 71.17 FEET;
THENCE NORTH 71°43'38" EAST, A DISTANCE OF 112.61 FEET MORE OR LESS TO THE POINT
OF BEGINNING.

CONTAINS 1,877021.66 SF (43.09 ACRES) MORE OR LESS.


VINCENT G. KLEPPE LS 7181
EXP. 12-31-17

4-13-17
DATE



PREPARED FOR AND ON BEHALF OF THE PRIZM GROUP

07-025 TRANS STATION LEGAL.doc

EXHIBIT "B"

16-D

Council File 10-0468
CPC 2007-3888 CU-ZV-SPR

C-4

13. **Greenhouse Gases.** The project, including all new construction shall meet or exceed 2008 Title 24 building energy efficiency requirements.

14. **Community Plan Design Guidelines:**

- a. Designing the site and building(s) to convey visual interest and to be visually compatible with adjacent uses.
- b. Treating large expanses of blank walls and tilt-up concrete walls visible from the public right-of-way with contrasting complementary colors, building plane variation, murals, planters and/or other landscape elements to create visual interest.
- c. Screening of mechanical and electrical equipment from public view.
- d. Screening of all rooftop equipment and building appurtenances from public view.
- e. Requiring the enclosure of trash areas for all projects.
- f. Requiring freestanding walls to conform to the requirements of Section A.2b above.
- g. Directing exterior lighting onto the project site and locating flood lighting so as not to impact any surrounding residential uses.

15. **Traffic and Circulation.** The project shall comply with the following conditions to the satisfaction of the Department of City Planning:

- a. Delivery of refuse, recyclable materials, green waste or wood waste shall be performed completely on the subject property within the area designated for pick-up/drop-off.
- b. Stacking for vehicles shall occur completely on site and not occur in the public right-of-way.
- c. Within the Transportation Demand Management (TDM) Plan, the applicant shall implement the following:
 - i. The applicant shall hire or assign an individual to direct traffic at the driveway entrance of the subject facility at Tujunga Avenue/Bradley Avenue. The monitor shall direct traffic entering the site to ensure no blockage occurs on the public street during the hours of 6:00 a.m. to 7:30 p.m.

2. 3

16. **Environmental Justice.** The following conditions shall be performed by the applicant in the spirit of furthering environmental justice and in an effort to reduce and off-set the significant impacts identified by the Environmental Impact Report, including project-specific and cumulative air quality impacts and to further reduce less than significant project specific and cumulative land use compatibility impacts:

- a. The applicant shall collect a Host Fee in accordance with the following schedule from all third party haulers depositing refuse, green waste or wood waste at the subject site. These fees shall be adjusted for inflation in accordance with the Consumer Price Index each year.

**Waste Management Sun Valley Recycling Park
 Clean Air Incentive/Host Fee Schedule (\$/ton)**

Types of Material Types of Trucks	Clean Fuel Trucks (a)	CARB-Compliant, Retrofitted Trucks (b)	Non-CARB Compliant Trucks (c)
Municipal Solid Waste	\$1.00	\$1.50	\$3.00
Sorted Recyclables	\$0.25	\$0.25	\$0.50
Sorted Green & Wood Waste	\$0.25	\$0.25	\$0.25
Cost of Living Adjustment	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside	CPI tied to MSA of LA, Long Beach, Riverside

2.4

c. Sun Valley Recycling Park Trust Fund. The applicant shall contribute all Host Fees collected from the third party haulers into Sun Valley Recycling Park Trust Fund Account. All funds in such account shall be disbursed locally in Sun Valley or nearby neighborhoods for such programs as determined by Council District No. 6 with input from a locally constituted advisory committee and others as deemed appropriate by Council District No. 6. Such programs may include the following:

- Health care - examples include retaining experts to conduct health studies and to educate the community on local health care issues, to educate and provide preventative health care services, and to subsidize prescription drugs for respiratory related ailments in local non-profit medical facilities in the Sun Valley area.
- Environmental - examples include retaining experts to study local environmental issues and to implement improvements such as clean truck education and incentive programs, tree plantings, stormwater management, eliminating litter and graffiti, and supporting environmental beautification programs in the Sun Valley area.
- Transportation - examples include retaining experts to conduct studies and to implement improvements related to traffic and road conditions in the Sun Valley area.
- Other measures - such as employment and job training programs that are not already required by existing laws and regulations that further environmental justice or mitigate environmental impacts from the Sun Valley Recycling Park.

Funds not disbursed in a fiscal year shall remain in the Fund and shall be devoted to the purposes of the Fund. All interest and other earnings attributable to monies in the Fund shall be credited to the Fund and shall be devoted to the purposes of the Fund.

- 16-D
- d. Covenant. Prior to issuance of a building permit, the applicant shall record a Environmental Restriction, Covenant Regarding Host Fee Fund, and Waiver Agreement satisfactory to the City Attorney to ensure that the foregoing Host Fee conditions are binding on and enforceable against the applicant and all future owners and operators of the subject facility.
- e. Fleet Replacement Plan. Aggressive program for replacing the existing diesel truck fleet with alternative clean air fuel vehicles (powered by CNG, LNG, electrical, or other clean-air vehicle). The applicant shall submit a truck fleet replacement plan to the satisfaction of the Department of City Planning which will include the following:
- i. The applicant shall replace (or retrofit) their existing fleet of vehicles each year to meet the requirements of the California Air Resources Board (CARB) Waste Collection Vehicle (WCV) Regulation. Full Compliance with this regulation for all solid waste collection vehicles in the state of California is required by the end of 2010 until the entire fleet of collection trucks are completely converted to clean air vehicles - 10 years from the issuance of the Certificate of Occupancy of the TS/MRF.
 - f. Incentives for Reducing Diesel Emissions in Sun Valley. The Applicant shall implement a program for encouraging the use of diesel trucks meeting CARB emissions requirements and vehicles powered by alternative-fuel engines, such as vehicles powered by natural gas, to bring refuse to the site and to remove refuse and other materials from the site. This program shall consist of the following components:
 - i. The applicant shall offer a reduction in the host fee charged to qualifying vehicles that transport refuse into the site. This reduction shall be 50% for vehicles meeting the requirements of the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation and 66.66 % for vehicles powered by alternative-fuel engines.
 - ii. At the time of condition clearance for the operation of the TS/MRF, the applicant shall document to the Department of City Planning that all solid waste collection vehicles in the applicant's waste hauling fleet are in compliance with the CARB WCV regulation.
 - iii. The applicant shall require that all bidders/vendors that may provide transfer truck services to transport waste and recyclables from the site demonstrate full compliance with the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation. Contractors not in compliance with this regulation shall be disqualified from consideration to provide services hauling materials from the site. The applicant shall also provide preference in the bidding process to haulers that commit to exceed the compliance requirements of the CARB On-Road Heavy Duty Vehicles (In-Use) Regulation as one, but not the only, factor for selection to provide such hauling services.
 - g. The applicant shall utilize ultra low sulfur diesel fuel or B5 biodiesel (or an equivalent CARB-approved low emission alternative fuel) in the collection and transfer trucks.
 - h. Weekly roadside cleanup of litter for typical truck access routes including but not limited to San Fernando Road, Glenoaks Boulevard, Bradley Avenue, Tujunga Avenue, Sheldon Street, Tuxford Street, and Penrose Street.

*certified copy to
be submitted to Planning.*

This is a true and correct copy of the original
if it bears the seal, mounted in purple ink,
of the Registrar-Recorder/County Clerk

AUG 23 2018

Deane Lora REGISTRAR-RECORDER/COUNTY CLERK
LOS ANGELES COUNTY, CALIFORNIA



HOLLY L. WOLCOTT
CITY CLERK

SHANNON D. HOPPE
EXECUTIVE OFFICER

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
CITY CLERK

Council and Public Services Division

200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213) 978-1040

BRIAN E. WALTERS
DIVISION CHIEF

CLERK.LACITY.ORG

When making inquiries relative to
this matter, please refer to the
Council File No.: [10-0468](#)

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

January 12, 2017

Council File No.: [10-0468](#)

Council Meeting Date: January 10, 2017

Agenda Item No.: 41

Agenda Description: MOTION (MARTINEZ - HUIZAR) relative to amending prior Council action of May 11, 2010 to request the City Attorney to prepare and present an ordinance to create the Sun Valley Recycling Trust Fund for the receipt and disbursement of all Host Fees.

Council Action: MOTION (MARTINEZ - HUIZAR) - ADOPTED

Council Vote:

YES	BOB BLUMENFIELD
YES	MIKE BONIN
YES	JOE BUSCAINO
ABSENT	GILBERT A. CEDILLO
YES	MITCHELL ENGLANDER
YES	MARQUEECE HARRIS-DAWSON
YES	JOSE HUIZAR
YES	PAUL KORETZ
ABSENT	PAUL KREKORIAN
YES	NURY MARTINEZ
ABSENT	MITCH O'FARRELL
YES	CURREN D. PRICE
YES	DAVID RYU
YES	HERB WESSON

HOLLY L. WOLCOTT
CITY CLERK

EXHIBIT R
NORMAL OPERATING HOURS

Exhibit R – Normal Operating Hours

Facility	Mon	Tues	Wed	Thu	Fri	Sat	Sun
El Sobrante Landfill	Opens at 4 am	24 hours	24 hours	24 hours	24 hours	Closes at 6 pm	Closed
Lancaster Landfill	8 am – 3:30 pm	8 am – 3:30 pm	8 am – 3:30 pm	8 am – 3:30 pm	8 am – 3:30 pm	8 am – 12 pm	Closed
Antelope Valley Landfill	6 am – 5 pm	6 am – 5 pm	6 am – 5 pm	6 am – 5 pm	6 am – 5 pm	6 am – 1 pm	Closed
Azusa Landfill	7 am – 4 pm	7 am – 4 pm	7 am – 4 pm	7 am – 4 pm	7 am – 4 pm	7 am – 12 pm	Closed
Simi Valley Landfill	6:30 am – 6 pm	6:30 am – 6 pm	6:30 am – 6 pm	6:30 am – 6 pm	6:30 am – 6 pm	7 am – 4 pm	Closed
Carson Transfer Station	6 am – 6:30 pm	6 am – 6:30 pm	6 am – 6:30 pm	6 am – 6:30 pm	6 am – 6:30 pm	8 am – 12 pm	Closed
MRF/TS at Sun Valley Recycling Park	6 am – 6 pm	6 am – 6 pm	6 am – 6 pm	6 am – 6 pm	6 am – 6 pm	6 am – 1:30 pm	Closed
Mission Road Waste Transfer Station	6 am – 5:30 pm	6 am – 5:30 pm	6 am – 5:30 pm	6 am – 5:30 pm	6 am – 5:30 pm	6 am – 1 pm	Closed
Downtown Diversion	5 am – 5 pm	5 am – 5 pm	5 am – 5 pm	5 am – 5 pm	5 am – 5 pm	5:30 am – 2 pm	Closed
East Valley Diversion	5:30 am – 4:30 pm	5:30 am – 4:30 pm	5:30 am – 4:30 pm	5:30 am – 4:30 pm	5:30 am – 4:30 pm	Open as needed.	Closed

Darshna Patel
Solid Resources Support Service Division
City of Los Angeles
1149 South Broadway Ave
Los Angeles, CA 90015

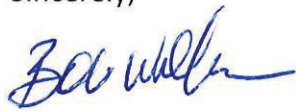
Dear Darshna,

I am writing this letter to the City of Los Angeles to give notice that CR&R Incorporate will have to pull its bid from consideration for the RFP for Transfer, Processing and/or Disposal Services for Residual Municipal Solid Waste for the City of Los Angeles. As you are aware our proposal was depended on the utilization of the importation account of another company.

It is unfortunate but we could not reach an agreement with the company in question at the city's deadline.

We apologize for any inconvenience this may have caused.

Sincerely,



Bob Williams
Director of Municipal Recycling
CR & R Incorporated
11292 Western Ave.
Stanton, CA 90680