



# CITY OF LAWDALE

14717 Burin Avenue, Lawndale, California 90260  
Phone (310) 973-3200 – www.lawndalecity.org

## AGENDA LAWDALE CITY COUNCIL REGULAR MEETING Monday, August 19, 2019 - 6:30 p.m. Lawndale City Hall Council Chamber 14717 Burin Avenue

Any person who wishes to address the City Council regarding any item listed on this agenda or any other matter that is within its subject matter jurisdiction is invited, but not required, to fill out a public meeting speaker card and submit it to the city clerk prior to the oral communications portion of the meeting. The purpose of the card is to ensure that speakers' names are correctly recorded in the meeting minutes and, where appropriate, to provide contact information for later staff follow-up.

Copies of this agenda may be obtained prior to the meeting in the Lawndale City Hall foyer. Copies of staff reports or other written documentation relating to each agenda item are available for public inspection in the Lawndale City Hall foyer and the public library. Interested parties may contact the City Clerk Department at (310) 973-3213 for clarification regarding individual agenda items.

*This agenda is subject to revision up to 72 hours before the meeting.*

- A. **CALL TO ORDER AND ROLL CALL**
- B. **CEREMONIALS** (Flag Salute and Inspiration)
- C. **PUBLIC SAFETY REPORT**
- D. **ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA** (Public Comments)
- E. **COMMENTS FROM COUNCIL**
- F. **CONSENT CALENDAR**

The consent calendar, agenda items 1 through 7, will be considered and acted upon under one motion unless a councilmember removes individual items for further council consideration or explanation.

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that the City Council approve.
2. **Authorizing Submittal of Application for the CalRecycle Rubberized Pavement Grant Program and all CalRecycle Grants**  
Recommendation: that the City Council adopt Resolution No. CC-1908-042, authorizing submittal of application for all CalRecycle Grants for which the City of Lawndale is eligible.

3. **2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Funds**  
Recommendation: that the City Council (a) approve receiving the 2019 JAG funds; (b) direct staff to submit the online application for use of the funds; and (c) direct the Finance Department to prepare a budget adjustment for \$1,304 in the above accounts.
4. **Authorization to Dispose of Compressed Natural Gas (CNG) Vehicles at Auction**  
Recommendation: that the City Council authorize three CNG Trucks, listed in the staff report, be sold at auction.
5. **Accounts Payable Register**  
Recommendation: that the City Council adopts Resolution No. CC-1908-041, authorizing the payment of certain claims and demands in the amount of \$400,101.63.
6. **Minutes of the Lawndale City Council Regular Meeting – August 5, 2019**  
Recommendation: that the City Council approve.
7. **Federally Funded Employment and Job Training – South Bay Workforce Investment Board Activities Summary**  
Recommendation: that the City Council receive and file the report.

#### **G. ADMINISTRATION**

8. **Amending the Lawndale Municipal Code Chapter 3.12, Updating the Process of Payment for Routine Claims and Demands**  
Recommendation: that the City Council approve the first reading to introduce Ordinance No. 1163-19, amending Chapter 3.12 of the Municipal Code updating the process of payment for routine claims and demands (warrants or checks drawn).
9. **Selection and Franchise Agreement Award for Integrated Solid Waste Collection and Recycling Services Contractor**  
Recommendation: that the City Council (a) adopt and approve the “Integrated Solid Waste Management Services Franchise Agreement” (the “Agreement”) with Consolidated Disposal Service, LLC, dba Republic Services, for the provision of refuse and recycling collection services to the City’s commercial and residential customers; (b) authorize the City Manager and City Attorney to process the Agreement in a form that is final and substantially similar to the agreement found in the staff report; and (c) authorize the Mayor to execute the agreement.  
(Note: The Maximum Rate Schedules attached to the Agreement shall be approved by separate action of the Council in accordance with Proposition 218; the action proposed now would approve only the balance of the Agreement’s terms subject to approval as to final form by the City Manager and City Attorney.)

#### **H. ITEMS FROM COUNCILMEMBERS**

10. **Request to Agendize a Discussion of the Proposed Desalination Plant Being Evaluated by West Basin Water District– requested by Councilmember Kearney**  
Recommendation: that the City Council discuss this request to place an item on a future agenda, to discuss the possible opposition of the proposed El Segundo desalination plant being studied by the West Basin Municipal Water District.
11. **Request to Agendize a Discussion of the City’s Residential Property Report Program – Title 8 of Lawndale Municipal Code. – requested by Councilmember Reid**  
Recommendation: that the City Council discuss this request to add to a future agenda, the City’s Residential Property Report program for a review of its continuation and/or modification and provide direction to staff.
12. **Mayor/Councilmember Report of Attendance at Meetings and/or Events**

**I. CLOSED SESSION**

13. **Conference with Labor Negotiator**  
The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager, the city attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.
14. **Public Employee Performance Evaluation**  
The City Council will hold a closed session, pursuant to Government Code section 54957(b), to conduct an employee evaluation concerning the Interim City Manager.

**J. ADJOURNMENT**

City Hall will be closed for the Labor Day holiday on the next regular meeting date. Therefore, the next meeting of the City Council will be held at 6:30 p.m. on TUESDAY, September 3, 2019 in the Lawndale City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

It is the intention of the City of Lawndale to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance beyond what is normally provided, we will attempt to accommodate you in every reasonable manner. Please contact the City Clerk Department (310) 973-3213 prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

I hereby certify under penalty of perjury under the laws of the State of California that the agenda for the regular meeting of the City Council to be held on August 19, 2019 was posted not less than 72 hours prior to the meeting.

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Matthew Ceballos, Assistant City Clerk



**CITY OF LAWNDALE**  
14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 19, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *ml*  
SUBJECT: Motion Pertaining to the Reading of Ordinances

BACKGROUND

California Government Code reads, in part, as follows:

"Except when, after reading the title, further reading is waived by regular motion adopted by majority vote, all ordinances shall be read in full either at the time of introduction or passage."

RECOMMENDATION

Staff recommends that the City Council read by title only and waive further reading of all ordinances listed on the agenda.



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager *[Signature]*

PREPARED BY: Kahono Oei, Interim Public Works Director / City Engineer *K.O.*  
Grace Huizar, Administrative Analyst *gh.*

SUBJECT: Authorizing Submittal of Application for the CalRecycle Rubberized Pavement Grant Program and all CalRecycle Grants

## BACKGROUND

The California Department of Resources Recycling and Recovery (CalRecycle) provides the Rubberized Pavement Grant Program, formerly called the Rubberized Asphalt Concrete Grant Program, to promote markets for recycled-content surfacing products derived from waste tires and decrease environmental impacts created by unlawful disposal. This road paving material is made by blending ground tire rubber with asphalt binder which is then mixed with conventional aggregate materials.

The grants are awarded on a competitive basis to encourage first-time or limited users to public entities for funding of public works projects and are paid on a reimbursement basis. Fiscal year 2018-19 grant applications are due in October 2019, and grant awards will be announced in December 2019. The term begins on the date of the Notice to Proceed and ends on April 1, 2021.

## STAFF REVIEW

CalRecycle requires that the applicant certify by resolution, approval of the application to be submitted. Staff will prepare an application to fund the Redondo Beach Boulevard (Prairie Avenue to Artesia Blvd) Street Improvement Project for a total amount of \$150,000. Staff will submit Resolution No. 1908-042 which is an attachment to this report.

In addition to the grant application and Council Resolution, the City is required to provide a copy of the Environmentally Preferable Purchasing Policy. Staff will submit Council Policy No. 92-09, adopted February 17, 2009 regarding the procurement of services and products that reduce toxicity and conserve natural resources, materials and energy, and maximize recyclability and use of recycled content.

LEGAL REVIEW

The City Attorney has reviewed and approved Resolution No. CC-1908-042 as to form.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC-1908-042 authorizing submittal of application for all CalRecycle Grants for which the City of Lawndale is eligible.

Attachments:      Resolution No. CC-1908-042  
                            Environmentally Preferable Purchasing Policy No. 92-09

**RESOLUTION NO. CC-1908-042**

**A RESOLUTION OF THE CITY COUNCIL  
AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR ALL CALRECYCLE  
GRANTS FOR WHICH CITY OF LAWNSDALE IS ELIGIBLE**

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE,  
CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That City staff is authorized submit of application(s) to CalRecycle for all grants for which City of Lawnsdale is eligible.

SECTION 2. That the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Lawnsdale all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

SECTION 3. That these authorizations are effective for five (5) years from the date of adoption of this resolution.

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of August, 2019.

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Robert Pullen-Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )        SS  
City of Lawndale             )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No. CC-1908-042 at a regular meeting of said Council held on the 19<sup>th</sup> day of August, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney

## COUNCIL POLICY

<b><u>SUBJECT:</u></b> Environmentally Preferable Purchasing Policy	<b><u>POLICY NO.:</u></b> 92-09	<b><u>DATE ADOPTED:</u></b> 2/17/09
	<b><u>AUTHORITY:</u></b> Resolution No. CC-0902-014	

### **PURPOSE:**

To establish an Environmentally Preferable Purchasing Policy that will minimize the negative environmental impacts of the City's activities by making it a priority to procure services and products that reduce toxicity, conserve natural resources, materials and energy, and maximize recyclability and use of recycled content.

### **POLICY:**

The City:

- Recognizes the need to strengthen markets for materials collected in local recycling collection systems,
- Desires to maximize reduction of discarded materials,
- Desires to ensure that every department purchases environmentally-preferred products and services without compromising overall budgetary or performance requirements,
- Desires to implement policies that limit waste and promote environmental responsibility, and
- Complies with California state law, which requires local agencies to buy recycled products and which allows local agencies to adopt purchasing preferences for recycled products (SB 1106).

### **Definitions**

The following terms shall have the assigned definitions for all purposes under this policy:

- A. "Environmentally preferable product" means a product that has a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
- B. "Post-consumer" means only those products generated by a business or consumer which have served their intended end uses, and which have been separated or diverted from the solid waste stream for the purposes of collection, recycling and disposition.
- C. "Practicable" means sufficient in performance and available at a reasonable price.
- D. "Recycled material" means material and byproducts that have been recovered or diverted from solid waste that can be utilized in place of raw or virgin material in the manufacturing of a product. It is derived from post-consumer recycled material, manufacturing waste, industrial scrap, agricultural waste, and other waste material, but does not include material or byproducts generated from, and commonly reused within, an original manufacturing process.
- E. "Recycled product" means a product containing recycled material.

- F. "Virgin material" means any material occurring in its natural form. Virgin material is used in the form of raw material in the manufacture of new products.

## **Policy**

The City commits to taking all of the following actions:

- A. Procuring environmentally preferable products and services where criteria have been established by governmental or other widely recognized authorities (e.g. Energy Star and EPA Eco Purchasing Guidelines).
- B. Integrating environmental factors into the City's buying decisions where external authorities have not established criteria. Examples:
- Replacing disposables with reusables or recyclables.
  - Supporting eco-labeling practices by buying products bearing such labels in preference to others, where they are available and provide value for the money.
  - Taking into account life cycle costs and benefits.
  - Evaluating, as appropriate, the environmental performance of vendors in providing products and services.
- C. Complying with all environmental legislative and regulatory requirements in the procurement of products and services.
- D. Requiring any requests for proposals or bids for services requested by the City to include a standard statement that the City has implemented an environmentally responsible purchasing policy and that the City encourages other businesses to adhere to similar principles. It shall further be requested that submitted proposals be printed two-sided on recycled content paper. Any consultants or contractors producing reports for the City will submit such on (post-consumer) recycled and recyclable paper.

Nothing in this policy shall be construed as requiring a department or contractor to procure products that do not perform adequately for their intended use or are not available at a reasonable price in a reasonable period of time.

## **Responsibilities of all City Departments**

- A. Purchase recycled products with the maximum amount of recycled material practicable.
- B. Ensure that contracts issued by the department require recycled and environmentally preferable products whenever practicable.
- C. Ensure that contracts issued by the department for recycled products require the maximum practicable amount of recycled material and that contractors provide certification of this content and report amounts used.
- D. Ensure that, whenever practical, all printing by City departments uses recycled paper.
- E. Use both sides of paper sheets whenever practicable in printing and copying.
- F. Ensure that requests for bids and proposals issued by the City require that contractors and consultants use recycled paper and both sides of paper sheets whenever practicable.
- G. Ensure that, whenever practical, re-refined oil is purchased and used in the City's vehicles.
- H. Ensure that, whenever practical, low or no volatile organic compound ("VOC") paints are used on the interior or exterior of City buildings, as well as during graffiti abatement.
- I. Ensure that, whenever practical, rubberized asphalt is used for the development of new thoroughfares, and for the replacement of traditional asphalt when replacing existing thoroughfare surfaces.



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DATE: August 19, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager *SM*  
PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/City Treasurer *Marla L. Pendleton CPA*  
SUBJECT: 2019 Edward Byrne Memorial Justice Assistance Grant Program Funds

## BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system. JAG funded projects may address crime through the provision of services directly to individuals and/or communities, and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

## STAFF REVIEW

The Federal Bureau of Justice Statistics calculates funding allocations to the States and local governments based on a federally mandated formula that includes crime statistics and population. For the 2019 year the City of Lawndale is eligible to receive an estimated \$13,304. The 2019 JAG program funding may be used for the following purposes:

- Law enforcement programs;
- Prosecution and court programs;
- Prevention and education programs;
- Corrections and community corrections programs;
- Drug treatment and enforcement programs;
- Planning, evaluation, and technology improvement programs; and
- Crime victim and witness programs.

In previous award years, the City has used JAG funds for Independence Day fireworks suppression and Youth Day Parade enforcement (both law enforcement efforts). We recommend Council accept the \$13,304 funding available from the 2019 JAG funds and utilize the grant money for enforcement efforts at the annual Youth Day Parade.

## LEGAL REVIEW

Not Applicable

FISCAL IMPACT

The 2019-20 budget was prepared with revenue and expenditures estimated at \$12,000 for JAG grant revenue and expenditures for the Youth Day Parade in Fund 234, Justice Assisted Grant. Actual grant funding available for the fiscal year is \$13,304; therefore, we recommend a budget adjustment for the \$1,304 difference:

Increase estimated revenue:		
234-000-465.250	Justice Assisted Grant	\$1,304
Increase appropriations:		
234-210-530.700	County Sheriff Services (Youth Day Parade)	\$1,304

RECOMMENDATION

1. City Council should approve receiving the 2019 JAG funds and direct staff to submit the online application for use of the funds.
2. City Council should direct the Finance Department to prepare a budget adjustment for \$1,304 in the above accounts.

**2019 CALIFORNIA LOCAL JAG ALLOCATIONS**

Listed below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: <https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf> and current JAG Frequently Asked Questions here: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction:

- (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.
- (2) Direct allocations are listed alphabetically below the shaded, disparate groupings.
- (3) Counties that have an asterisk (\*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
CA	DALY CITY	Municipal	\$17,403	
CA	DELANO CITY	Municipal	\$17,122	
CA	DINUBA CITY	Municipal	\$12,836	
CA	DOWNEY CITY	Municipal	\$25,531	
CA	EAST PALO ALTO CITY	Municipal	\$10,002	
CA	EL CAJON CITY	Municipal	\$27,733	
CA	EL CENTRO CITY	Municipal	\$12,976	
CA	EL DORADO COUNTY	County	\$17,544	
CA	EL MONTE CITY	Municipal	\$30,427	
CA	ELK GROVE CITY	Municipal	\$39,655	
CA	ESCONDIDO CITY	Municipal	\$38,882	
CA	EUREKA CITY	Municipal	\$15,576	
CA	GARDENA CITY	Municipal	\$24,173	
CA	GILROY CITY	Municipal	\$13,632	
CA	GLENDALE CITY	Municipal	\$16,302	
CA	HAWTHORNE CITY	Municipal	\$43,778	
CA	HUMBOLDT COUNTY	County	\$18,809	
CA	HUNTINGTON PARK CITY	Municipal	\$29,888	
CA	IMPERIAL COUNTY	County	\$12,110	
CA	INGLEWOOD CITY	Municipal	\$55,981	
CA	KERN COUNTY	County	\$159,863	
CA	LA MESA CITY	Municipal	\$12,953	
CA	LAKE COUNTY	County	\$14,054	
CA	LAKEWOOD CITY	Municipal	\$17,872	
CA	LANCASTER CITY	Municipal	\$77,929	
CA	LAWNDALE CITY	Municipal	\$13,304	
CA	LEMON GROVE CITY	Municipal	\$11,032	
CA	LODI CITY	Municipal	\$24,618	
CA	LOMPOC CITY	Municipal	\$14,475	
CA	LONG BEACH CITY	Municipal	\$204,085	
CA	LYNWOOD CITY	Municipal	\$31,410	
CA	MADERA CITY	Municipal	\$31,223	
CA	MADERA COUNTY	County	\$28,553	
CA	MANTECA CITY	Municipal	\$16,701	
CA	MENDOCINO COUNTY	County	\$21,643	
CA	MERCED CITY	Municipal	\$42,513	
CA	MERCED COUNTY	County	\$35,018	
CA	MONTEBELLO CITY	Municipal	\$13,468	

### **Budget Detail Worksheet Estimate**

Lawndale was awarded an estimated \$13,304 from the Edward Byrne Memorial Justice Assistance Grant Program. The grant will be utilized for the Youth Day Parade.

#### Personnel

Name/Position	Computation	Cost
Sergeant	1 @ \$102.74 (overtime rate) per hour x 8 hours	\$822
Deputy	17 @ \$86.36 (overtime rate) per hour x 136 hours	\$11,745
Deputy Motor	1 @ \$93.73 (overtime rate) per hour x 3.6 hours	\$337
NIBRS 3%	Set aside for NIBRS	\$400

**Total: \$13,304**

### **Budget Narrative**

Lawndale has been awarded \$13,304 from the Edward Byrne Memorial Justice Assistance Grant Program.

The proposed law enforcement programs that will be funded by the 2019 JAG Program will consist of implementing additional enforcement personnel for the Youth Day Parade during the grant period.

\$13,304 of JAG funds will be used for Youth Day Parade enforcement activities to cover the cost of; 1 sergeant, 17 deputies and 1 motor deputy. The funds will cover the costs associated with staffing the operation, including supervisors and personnel. \$400 will be set aside for the required 3% NIBRS

### **NIBRS Update**

Los Angeles County Sheriff's Department is expected to be NIBRS compliant as of January 2021. The department is going through the planning process now of changing the records management system to accommodate NIBRS reporting. Part of the funding will be from JAG funds set-aside.



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 19, 2019  
TO: Honorable Mayor and City Council  
FROM: Stephen N. Mandoki, City Manager   
PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer   
SUBJECT: Authorization to Dispose of CNG Vehicles at Auction

## BACKGROUND

The Lawndale Municipal Code Section 3.08.110B requires items sold at auction to first be approved by city council.

## STAFF REVIEW

To leave a smaller footprint on the earth, the city has invested in compressed natural gas (CNG) vehicles over the years. These vehicles produce lower amounts of emissions and qualify for use of Air Quality Management District (AQMD) funding. The problem with these vehicles is the tanks have an expiration date of approximately ten years and tank replacement and recertification costs is between \$5,000 to \$6,500 per vehicle. Based on the significant cost to continue operating, the vehicles are no longer used by the city once the tanks expire.

At this time the city owns two CNG vehicles which can no longer be used in operations and the tank of a third CNG vehicle will expire in December 2019. Approval is being requested to dispose of all three vehicles at auction. One vehicle was replaced last fiscal year and two are budgeted for replacement in fiscal year 2019-2020. Traditionally, the city has utilized Ken Porter Auctions, who provides auction services at no cost to the city. Therefore, 100% of auction sale proceeds will be returned to the city. Below are the three vehicles in which approval is being sought to auction off for sale:

- ✓ 2004 Ford F150 CNG Truck; VIN 2FDPF17M84CA74322; License 1223361; Asset 466
- ✓ 2007 Chevrolet CNG Truck; VIN 1GCHC24U17E178127; License 1298311; Asset 481
- ✓ 2005 Chevrolet CNG Truck; VIN 1GBGC24U55E309301; License 1254677; Asset 470

## LEGAL REVIEW

Not applicable.

FISCAL IMPACT

When received, the proceeds from the sale of the vehicles will be recognized as General Fund revenue in account 435.300, Sale of City Property.

RECOMMENDATION

1. City Council should approve the three CNG trucks list above to be sold at auction.

**RESOLUTION NO. CC-1908-041**

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF LAWDALE, CALIFORNIA  
AUTHORIZING CERTAIN CLAIMS AND DEMANDS  
IN THE SUM OF \$400,101.63**

THE CITY COUNCIL OF THE CITY OF LAWDALE, CALIFORNIA, DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

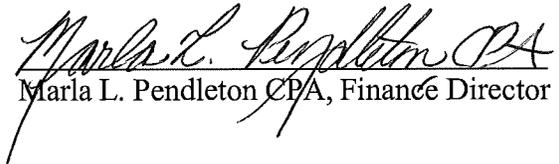
SECTION 1. That in accordance with Sections 37202 and 37209 of the Government Code, the Finance Director, as certified below, hereby attests to the accuracy of these demands and to the availability of funds for the payment thereof.

SECTION 2. That the following claims and demands have been audited as required by law, and that appropriations for these claims and demands are included in the annual budget as approved by the City Council.

SECTION 3. That the following claims and demands are hereby authorized in the accounts herein after set forth.

Effective Date: August 19, 2019

Certified by:

  
Marla L. Pendleton CPA, Finance Director

PASSED, APPROVED AND ADOPTED this 19<sup>th</sup> day of August, 2019.

\_\_\_\_\_  
Robert Pullen-Miles, Mayor

ATTEST:

State of California            )  
County of Los Angeles        )        SS  
City of Lawndale                )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council of the City of Lawndale duly approved and adopted the foregoing Resolution No.

CC-1908-041 at a regular meeting of said Council held on the 19th day of August, 2019, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

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Rhonda Hofmann Gorman, City Clerk

Check Register Report

Date: 08/14/2019  
 Time: 3:04 pm  
 Page: 1

BANK: WELLS FARGO BANK N.A

City of Lawndale

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
198042	08/01/2019	Printed		3228	ALLIANT INSURANCE SERVICES	SPEC EVENT 04/01/19-06/30/19	2,461.00
198043	08/01/2019	Reconciled		0116	ALONDRA COUNTRY CLUB	BAL DUE VOLUNTEER/SPON 8/8/19	4,450.00
198044	08/01/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 7/19-08/18/19	81.39
198045	08/01/2019	Reconciled		0441	GOLDEN STATE WATER CO.	UTILITIES WATER SERVICES	48.00
198046	08/01/2019	Printed		0319	LAWDALE ELEM SCH DIST	BOLLINGER GYM USE FEE	5,375.00
198047	08/01/2019	Reconciled		6428	MINUTEMAN PRESS OF GARDENA	2019-20 BUDGET	1,612.30
198048	08/01/2019	Reconciled		6015	LAYNE NATALE	INSTRUCTOR FEES-JULY 2019	325.00
198049	08/01/2019	Reconciled		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	830.17
198050	08/01/2019	Reconciled		0440	SOUTHERN CALIFORNIA GAS CO.	UTILITY GAS CHARGES	88.52
198051	08/01/2019	Reconciled		4142	TIME WARNER CABLE	CABLE BROADCAST CITY HALL	191.77
198052	08/01/2019	Reconciled		4142	TIME WARNER CABLE	PWD FIBER METRO 07/24-08/23/19	2,131.99
198053	08/01/2019	Reconciled		4142	TIME WARNER CABLE	PW-FIBER OPTICS 07/20-08/19/19	105.23
198054	08/01/2019	Reconciled		3672-CSD	U.S. BANK	REPLACEMENT WATER FILTER	1,740.21
198055	08/01/2019	Reconciled		3672-MSD	U.S. BANK	OFFICE SUPPLIES/SPEC. EXPENSES	2,556.73
198056	08/01/2019	Reconciled		3672-PWD	U.S. BANK	SLEDGE HAMMERS	2,360.33
198057	08/01/2019	Reconciled		3672-RSD	U.S. BANK	SDC CRAFTS	764.30
198058	08/08/2019	Reconciled		0115	AT & T	LONG DISTANCE SVCS JULY 2019	14.67
198059	08/08/2019	Reconciled		0613	BERICOM IT & DESIGN	NTWK MAINT & COMPUTER SUPPORT	12,633.12
198060	08/08/2019	Printed		6122	PAUL ELLIS	ENTERTAINMENT DINNER 8/8/19	200.00
198061	08/08/2019	Reconciled		6636	FRONTIER COMMUNICATIONS	PHONE CHARGES 5/28/19-7/27/19	170.87
198062	08/08/2019	Printed		0323	LEGACY TRAVEL & TOURS	SENIOR TRAVEL CLUB 8/16/19	3,833.00
198063	08/08/2019	Printed		5068	MAILFINANCE INC	LEASE MAIL MACH 7/1/19-9/30/19	712.16
198064	08/08/2019	Reconciled		3709	NAGASAKI & ASSOCIATES	APPRAISAL REPORT-4019 W 169TH	900.00
198065	08/08/2019	Reconciled		2862	MARC SALDANA	INSTRUCTOR FEES JULY 2019	650.00
198066	08/08/2019	Printed		7309	CUTBERTO SANDOVAL	SPR 19-49 DEPOSIT 5/28/19	1,578.65
198067	08/08/2019	Printed		0439	SOUTHERN CALIFORNIA EDISON CO.	UTILITIES ELECTRICITY	18,067.73
198068	08/08/2019	Printed		7322	THE HEART OF THE ISLANDS	POLY PERFORMER SR LUNCH 8/15	350.00
198069	08/08/2019	Reconciled		7321	THE PRO DJ NETWORK	DISC JOCKEY SERVICES 8/6/19	300.00
198070	08/08/2019	Printed		5319	THREE BROTHERS PARTY	TABLES&CHAIRS NAT'L NIGHT OUT	266.25
198071	08/08/2019	Reconciled		7303	AISHA BIBI AKBER TOOTLA	REFUND SECURITY DEP 7/31/19	500.00
198072	08/08/2019	Printed		7313	TORRANCE DAILY BREEZE	SUBSCRIPTION RENEWAL-52WKS	449.01
198073	08/08/2019	Reconciled		4444	TYLER TECHNOLOGIES INC	PERVASIVE SERVER ENGINE UPGRAD	3,000.00
198074	08/08/2019	Reconciled		3672-FLEET	U.S. BANK VOYAGER FLEET SYS	FLEET VEH FUEL-PWD	2,431.73
198075	08/08/2019	Printed		3672-CDD	U.S. BANK	CREDIT CARD CHARGES-CDD	3,836.58
198076	08/08/2019	Printed		4944	U.S. POSTMASTER	CITY NEWSLETTER MAILING	5,400.00
198077	08/08/2019	Reconciled		7278	MARTHA ZAMBRANO	INSTRUCTOR FEES SUMM SESS 1	1,764.00
198078	08/19/2019	Printed		7263	ACCOUNTING PRINCIPALS INC	TEMP SVCS-WK END 8/04/19	3,283.20
198079	08/19/2019	Printed		1541	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	6,937.50
198080	08/19/2019	Printed		1541A	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	20.50
198081	08/19/2019	Printed		1541C	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	13,821.62
198082	08/19/2019	Printed		1541FC	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	4,165.00
198083	08/19/2019	Printed		1541H	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	61.50
198084	08/19/2019	Printed		1541P	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30-19	4,264.00
198085	08/19/2019	Printed		1541PLNG	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	8,977.90

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BANK: WELLS FARGO BANK N.A

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
198086	08/19/2019	Printed		1541REIM	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	1,086.50
198087	08/19/2019	Printed		1541RF	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	4,243.50
198088	08/19/2019	Printed		1541SP	ALESHIRE & WYNDER, LLP	LEGAL SVCS 06/01/19-06/30/19	126.00
198089	08/19/2019	Printed		6369	AM-TEC SECURITY	INSTALL NEW PANIC BUTTON	1,324.76
198090	08/19/2019	Printed		7315	AMERICAN GENERAL ROOFING, INC.	REFUND DEBRIS DEPOSIT 7/15/19	135.00
198091	08/19/2019	Printed		4185	AMERICAN STRUCTURAL PEST	CITY HALL & MSD QTRLY PEST SVC	940.00
198092	08/19/2019	Printed		0472	AMERINAT	MHTLY SVC FEES-APRIL 2019	8.50
198093	08/19/2019	Printed		0372C	AT & T - CALNET3	PHONE SERVICE 6/13/19-7/12/19	37.94
198094	08/19/2019	Printed		0372C	AT & T - CALNET3	PHONE SERVICE 6/13/19-7/12/19	1,563.39
198095	08/19/2019	Printed		6922	SVETLANA AVERBUKH	INSTRUCTOR SVCS-JULY 2019	585.00
198096	08/19/2019	Printed		7252	REYNA BATRES	SPR DEPOSIT 18-138AG 12/26/18	867.23
198097	08/19/2019	Printed		7003	RON BENTLEY	REFUND DEPOSIT FLATWK 7/30/19	236.75
198098	08/19/2019	Printed		2669	BLUE DIAMOND MATERIALS	HOT MIX / ASPHALT REPAIR	146.62
198099	08/19/2019	Printed		6876	ROSA LEE BROOKS	LAWDALE ROCKIN BLUES FESTIVAL	600.00
198100	08/19/2019	Printed		0158	CALIFORNIA J P I A	RISK PROP INS 7/1/19-7/1/20	87,949.00
198101	08/19/2019	Printed		7046	ROBERT CARILLO	LAWDALE ROCKIN BLUES FESTIVAL	800.00
198102	08/19/2019	Printed		0190	COLONIAL LIFE & ACCIDENTS, INC	SECTION 125 POST TAX-AUG 2019	2,772.80
198103	08/19/2019	Printed		0219	COUNTY OF LA DEPT OF PUBLIC WK	BUILDING & SAFETY SVCS JUN-19	39,771.24
198104	08/19/2019	Printed		4177	CROWN TROPHY	2019 SUMMER BASKETBALL	1,406.14
198105	08/19/2019	Printed		7306	GUSTAVO DEL CID	SPR 19-50 DEPOSIT 5/28/19	1,647.12
198106	08/19/2019	Printed		0216	DELTA DENTAL	DENTAL INSURANCE PREMIUM-REG	2,658.26
198107	08/19/2019	Printed		0389	DELTA DENTAL INS	HMO DENTAL INS	147.91
198108	08/19/2019	Printed		6886	EMPIRE CLEANING SUPPLIES	MAINTENANCE CLEANING SUPPLIES	754.55
198109	08/19/2019	Printed		6684	FARMER BROTHERS CO.	COFFEE SERVICES 7/30/19	162.57
198110	08/19/2019	Printed		1509	FIRST AID 2000	FIRST AID SUPPLIES FOR P.W.D.	582.51
198111	08/19/2019	Printed		7052	AMALEA FISHER	SR INSTRUCTOR FEES-JULY 2019	390.00
198112	08/19/2019	Printed		6530	GENERAL INDUSTRIAL TOOL & SUPP	BUCKLES	141.67
198113	08/19/2019	Printed		0441	GOLDEN STATE WATER CO.	HISTORICAL SOCIETY SUPPLIES	332.37
198114	08/19/2019	Printed		7316	ERIC GONZALEZ	WATER SVCS 7/05/19-08/01/19	16,473.62
198115	08/19/2019	Printed		7311	JUSTIN GOTT	REFUND SECURITY DEP 7/20/19	500.00
198116	08/19/2019	Printed		3377	H F & H CONSULTANTS, LLC	REFUND SPR DEPOSIT 3/13/19	877.05
198117	08/19/2019	Printed		7314	JULIEN HARO	SOLID WASTE PROCUREMENT RFP	11,650.10
198118	08/19/2019	Printed		0831	HILTON FARKOPF & HOBSON	REFUND SPR 19-48 DEPOSIT	1,211.70
198119	08/19/2019	Printed		6051	INFANTE BROS LAWNMOVER SHOP	SOLID WASTE PROCUREMENT	7,646.90
198120	08/19/2019	Printed		5746	INTL ELECTRONIC ENTERPRISES IN	HATS FOR P.W. CREW	20.95
198121	08/19/2019	Printed		7327	JUNIOR'S CONSTRUCTION INC.	APACE SVC AGREEMENT S/N 1807	2,300.00
198122	08/19/2019	Printed		7312	KEGAN KAWAMURA	BLDG PERMIT PR20190000751	800.29
198123	08/19/2019	Printed		4629	L.A COUNTY AUDITOR CONTROLLER	REFUND CONST/DEMO 5/21/19	15.00
198124	08/19/2019	Printed		6577	L.A. COUNTY SHERIFF'S DEPT	LAFCO NET OPERATING COST19/20	576.25
198125	08/19/2019	Printed		0211	L.A. NEWSPAPER GROUP	SECURITY SVC COMM CTR 6/1/19	1,718.72
198126	08/19/2019	Printed		7323	FRANCISCA VERONICA LOPEZ	LEGAL AD 7/19/19-7/26/19	625.68
198127	08/19/2019	Printed		0308	LOS ANGELES COUNTY	REFUND SECURITY DEP 7/27/19	500.00
198128	08/19/2019	Printed		3775	LOS ANGELES COUNTY FIRE DEPT	REFUND SECURITY SVC 5/24/2019	693.03
198129	08/19/2019	Printed				HAZARDOUS MATERIAL DISCLOSURE	458.00

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BANK: WELLS FARGO BANK N.A

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Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>WELLS FARGO BANK N.A Checks</b>							
198130	08/19/2019	Printed		7307	BRUCE MACGREGOR	REFUND FOR HOSE SHOTTOFF	7.70
198131	08/19/2019	Printed		7308	JESSICA MARTINEZ	REFUND SECURITY DEP 7/19/19	500.00
198132	08/19/2019	Printed		6428	MINUTEMAN PRESS OF GARDENA	BUSINESS CARDS JOB # 33106	169.97
198133	08/19/2019	Printed		6879	MONTES MEDICAL GROUP	REFUND SECURITY DEP. 07/19/19	1,250.00
198134	08/19/2019	Printed		6144	MV TRANSPORTATION INC	LAWDALE BEAT TRANSPORTATION	40,506.78
198135	08/19/2019	Printed		5112A	NEOFUNDS BY NEOPOST	POSTAGE REFILL 7/10,11,24/19	1,288.53
198136	08/19/2019	Printed		6602	ALAN V. NGUYEN	REFUND CONST/DEMO 7/30/18.	6,180.00
198137	08/19/2019	Printed		7328	RAY NGUYEN	REFUND CONST/DEMO DEP 8/28/19	4,700.00
198138	08/19/2019	Printed		0367	OFFICE DEPOT	OFFICE SUPPLIES MSD	879.46
198139	08/19/2019	Printed		1140	PACIFIC TIRE SERVICE	REPAIR FRONT TIRE RAV 4	25.00
198140	08/19/2019	Printed		1583	PCM-G INC	BACK UP DATA CARTRIDGES	261.29
198141	08/19/2019	Printed		0391	POSITIVE PROMOTIONS INC	2019 VOLUNTEER DINNER GIFTS	40.28
198142	08/19/2019	Printed		5216	POWERSTRIDE BATTERY	NEW BATTERY REPLACEMENT #504	128.83
198143	08/19/2019	Printed		6123	PRUDENTIAL OVERALL SUPPLY	BLUE WET MOP 24OZ	158.08
198144	08/19/2019	Printed		6193	RAMCO REFRIGERATION & AIR INC	MATERIAL & LABOR FOR COMM. CTR	1,554.85
198145	08/19/2019	Printed		5895	RICOH USA INC	RICOH COPIER BILL 7/1/7/31/19	3,065.37
198146	08/19/2019	Printed		6499	RJS CONSTRUCTION SUPPLIES	MARKING PAINT P.W. INSPECTOR	44.85
198147	08/19/2019	Printed		6698	SHIRLEY RUDOLPH	PPRSC MEETING STIPEND 7/8/19	100.00
198148	08/19/2019	Printed		7329	FRANK SABATASSO	REFUND CONST/DEMO DEP 10/9/18	2,317.80
198149	08/19/2019	Printed		5204	JOSE SANCHEZ	REFUND SECURITY DEP. 7/20/2019	2,000.00
198150	08/19/2019	Printed		1071	SHOETERIA	STEEL TOE WORK BOOTS P.W.D.	2,811.37
198151	08/19/2019	Printed		2051	MADONNA SITKA	PRSSC MEETING STIPEND 7/8/19	50.00
198152	08/19/2019	Printed		7325	SMACKDADDY BLUES BAND	LAWDALE BLUES FESTIVAL 2019	600.00
198153	08/19/2019	Printed		0440	SOUTHERN CALIFORNIA GAS CO.	GAS CHARGES 7/02/19-07/31/19	1,378.70
198154	08/19/2019	Printed		6238	SOUTHERN COMPUTER WAREHOUSE	SYMANTEC ENDPOINT PROTECTION	145.04
198155	08/19/2019	Printed		7324	VARAPRASAD SRIRAMBHATLA	REFUND SECURITY DEP. 7/20/2019	500.00
198156	08/19/2019	Printed		7310	DANIEL TALAMENTES	SPR 19-04 DEPOSIT 1/8/19	845.99
198157	08/19/2019	Printed		0462	TODD PIPE & SUPPLY-HAWTHORNE	PLUMBING SUPPLIES FOR C.CTR	322.61
198158	08/19/2019	Printed		5475	JOSUE M. TORRES	REFUND SECURITY DEP. 08/3/2019	1,750.00
198159	08/19/2019	Printed		4096	TOTAL COMPENSATION SYSTEMS INC	GASB 75 VALUATION SERVICES	1,980.00
198160	08/19/2019	Printed		3672-ASD	U.S. BANK	CREDIT CARD CHARGES-7/22/19	898.12
198161	08/19/2019	Printed		3062A	UNITED RENTALS	SCISSOR LIFT RENTAL	458.29
198162	08/19/2019	Printed		0479	VISION SERVICE PLAN	VISION PREMIUM AUG. 2019	951.82
198163	08/19/2019	Printed		0480	VISTA PAINT	GRAFFITI PAINT	770.35
198164	08/19/2019	Printed		7320	WEATHERPROOF RFG	REFUND CONST/DEMO DEP7/17/19	165.00
198165	08/19/2019	Printed		6697	DANIEL T WOODS	PRSSC MEETING STIPEND 7/8/19	100.00

**Total Checks: 124**      **Checks Total (excluding void checks): 400,101.63**

**Total Payments: 124**      **Bank Total (excluding void checks): 400,101.63**

**Total Payments: 124**      **Grand Total (excluding void checks): 400,101.63**

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
71402	ALLIANT INSURANCE SERVICES	F/71019	08/01/2019		07/10/2019	SPEC EVENT 04/01/19-06/30/19	2,461.00
						Vendor Total:	2,461.00
71415	ALONDRA COUNTRY CLUB	DBAUG082019	08/01/2019	00017231	07/29/2019	BAL DUE VOLUNTEER/SPON 8/8/	4,450.00
						Vendor Total:	4,450.00
71439	FRONTIER COMMUNICATIONS	07/09/19	08/01/2019		07/19/2019	PHONE CHARGES 7/19-08/18/19	81.39
						Vendor Total:	81.39
71403	GOLDEN STATE WATER CO.	08/01/2019	08/01/2019		07/11/2019	UTILITIES WATER SERVICES	48.00
						Vendor Total:	48.00
71414	LAWNDALE ELEM SCH DIST	4025	08/01/2019	00017232	06/17/2019	BOLLINGER GYM USE FEE	5,375.00
						Vendor Total:	5,375.00
71404	MINUTEMAN PRESS OF GARDENA	17547	08/01/2019		07/16/2019	2019-20 BUDGET	1,612.30
						Vendor Total:	1,612.30
71416	LAYNE NATALE	7-2019	08/01/2019		07/30/2019	INSTRUCTOR FEES-JULY 2019	325.00
						Vendor Total:	325.00
71405	SOUTHERN CALIFORNIA EDISON CO.	06/11/19-07/11/19	08/01/2019		07/31/2019	UTILITIES ELECTRI 6/11-7/19	75.76
71442	SOUTHERN CALIFORNIA EDISON CO.	06/26/19-07/26/19	08/01/2018		06/26/2019	UTILITIES ELECTRICITY	754.41
						Vendor Total:	830.17
71406	SOUTHERN CALIFORNIA GAS CO.	06/14/19-07/16/19	08/01/2019		07/18/2019	UTILITY GAS CHARGES	88.52
						Vendor Total:	88.52
71407	TIME WARNER CABLE	0004993071819	08/01/2019		07/18/2019	CABLE BROADCAST CITY HALL	191.77
71440	TIME WARNER CABLE	0234046072419	08/01/2019		07/20/2019	PW-FIBER OPTICS 07/20-08/19/19	105.23
71441	TIME WARNER CABLE	0033083072019	08/01/2019		07/24/2019	PWD FIBER METRO 07/24-08/23/1	2,131.99
						Vendor Total:	2,428.99
71417	U.S. BANK	247	08/01/2019		06/28/2019	YOUTH MOVIE NIGHT	41.59
71418	U.S. BANK	1151	08/01/2019		06/27/2019	WALMARTMOVIE NIGHT SUPPLIE	82.76
71419	U.S. BANK	9471828	08/01/2019		06/27/2019	STATIONARY DINNER INVITATION	299.78
71429	U.S. BANK	169	08/01/2019		07/22/2019	SR PIZZA PARTY SUPPLIES	142.49
71430	U.S. BANK	864	08/01/2019		07/22/2019	SR BIRTHDAY PIZZA PARTY	98.73
71431	U.S. BANK	064507	08/01/2019		07/22/2019	SR LUNCHEON RAFFLE GIFTS	33.08
71432	U.S. BANK	93742	08/01/2019		07/22/2019	SENIOR LUNCH SUPPLIES	359.46
71433	U.S. BANK	346	08/01/2019		07/22/2019	GIFT CARDS FOR BUNCO WINNE	55.00

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PO Number	Invoice Date	Invoice Description	Invoice Amount
71434	U.S. BANK		08/01/2019		06/28/2019	WATER,ICE & SNACKS FOR PRS	
		224					201.36
71435	U.S. BANK		08/01/2019		07/12/2019	FESTIVAL'S POSTCARD MAILING	
		308916					69.06
71436	U.S. BANK		08/01/2019		06/19/2019	REPLACEMENT WATER FILTER	
		434952					356.90
						Vendor Total:	1,740.21
71437	U.S. BANK		08/01/2019		07/22/2019	OFFICE SUPPLIES/VEH MAINT.	
		7-22-2019					1,882.31
71438	U.S. BANK		08/01/2019		07/22/2019	OFFICE SUPPLIES/SPEC. EXPEN	
		7-22-2019A					674.42
						Vendor Total:	2,556.73
71396	U.S. BANK		08/01/2019		07/22/2019	WET MOP REFILL-HOME DEPOT	
		9302627					12.11
71397	U.S. BANK		08/01/2019		07/22/2019	BILL SOCKET-HOME DEPOT	
		4525746					5.23
71398	U.S. BANK		08/01/2019		07/22/2019	SOCKET SET, MOP HEADS	
		4544367					66.78
71399	U.S. BANK		08/01/2019		07/22/2019	BOTTLE BRUSH - HOME DEPORT	
		6304300					35.15
71400	U.S. BANK		08/01/2019		07/22/2019	DEGREASER - HOME DEPOT	
		4133189					47.31
71401	U.S. BANK		08/01/2019		07/22/2019	P.W.D. VEHICLE WASH VIP DETA	
		07/22/2019					17.74
71408	U.S. BANK		08/01/2019		06/26/2019	ICE MAKER REPAIR @ CITY HALL	
		06/26/19					120.00
71409	U.S. BANK		08/01/2019		06/29/2019	OIL-ABSORBENT SHEETS W MAF	
		06/29/19					1,145.17
71410	U.S. BANK		08/01/2019		07/02/2019	OFFICE CHAIRS FOR FRONT OFF	
		7/2/19					793.71
71411	U.S. BANK		08/01/2019		07/22/2019	SCOUR PADS & SPONGES	
		8612615					15.03
71412	U.S. BANK		08/01/2019		07/22/2019	PLASTIC BUCKETS	
		7143395					24.97
71413	U.S. BANK		08/01/2019		07/22/2019	SLEDGE HAMMERS	
		6750447					77.13
						Vendor Total:	2,360.33
71420	U.S. BANK		08/01/2019		07/22/2019	NEON PLASTIC WRISTBANDS	
		5005					20.99
71421	U.S. BANK		08/01/2019		07/22/2019	HOME PLATE FOR PARK	
		5005A					141.50
71422	U.S. BANK		08/01/2019		07/22/2019	SUMMER CAMP TISSUE PAPER	
		102021					19.83
71423	U.S. BANK		08/01/2019		07/22/2019	MICHAEL'S SDC CRAFTS	
		6992					51.27
71424	U.S. BANK		08/01/2019		07/22/2019	PARK CLEANING SUPPLIES	
		1329					29.40
71425	U.S. BANK		08/01/2019		07/22/2019	FIELD TRIP FEE FOR SUMMER C/	
		1006					246.00
71426	U.S. BANK		08/01/2019		07/22/2019	50 FOOT TUG OF WAR ROPE SDC	
		1426					93.70
71427	U.S. BANK		08/01/2019		07/22/2019	SDC CLEANING SUPPLIES	
		0003					89.52
71428	U.S. BANK		08/01/2019		07/22/2019	SDC CRAFTS	
		0341					72.09
						Vendor Total:	764.30

Grand Total: 25,121.94

Less Credit Memos: 0.00

Net Total: 25,121.94

Less Hand Check Total: 0.00

Outstanding Invoice Total: 25,121.94

Total Invoices: 47

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71519	AT & T	030*303-2084-001	08/08/2019		07/25/2019	LONG DISTANCE SVCS JULY 2019	14.67
						Vendor Total:	14.67
71521	BERICOM IT & DESIGN	630	08/08/2019	00017218	08/05/2019	NTWK MAINT & COMPUTER SUPP	12,633.12
						Vendor Total:	12,633.12
71454	PAUL ELLIS	1	08/08/2019	00017236	07/22/2019	ENTERTAINMENT DINNER 8/8/19	200.00
						Vendor Total:	200.00
71518	FRONTIER COMMUNICATIONS	07/28/19	08/08/2019		07/28/2019	PHONE CHARGES 5/28/19-7/27/19	170.87
						Vendor Total:	170.87
71542	LEGACY TRAVEL & TOURS	B0509	08/08/2019		08/05/2019	SENIOR TRAVEL CLUB 8/16/19	3,833.00
						Vendor Total:	3,833.00
71470	MAILFINANCE INC	N7808268	08/08/2019		08/02/2019	LEASE MAIL MACH 7/1/19-9/30/19	712.16
						Vendor Total:	712.16
71562	NAGASAKI & ASSOCIATES	19-1246	08/08/2019		08/07/2019	APPRAISAL REPORT-4019 W 169'	900.00
						Vendor Total:	900.00
71532	MARC SALDANA	JULY 2019	08/08/2019		07/30/2019	INSTRUCTOR FEES JULY 2019	650.00
						Vendor Total:	650.00
71495	CUTBERTO SANDOVAL	F/73276	08/08/2019		05/28/2019	SPR 19-49 DEPOSIT 5/28/19	1,578.65
						Vendor Total:	1,578.65
71520	SOUTHERN CALIFORNIA EDISON CO.	07/01/19-08/01/19	08/08/2019		07/30/2019	UTILITIES ELECTRICITY	18,067.73
						Vendor Total:	18,067.73
71531	THE HEART OF THE ISLANDS	30225	08/08/2019		07/19/2019	POLY PERFORMER SR LUNCH 8/	350.00
						Vendor Total:	350.00
71530	THE PRO DJ NETWORK	145	08/08/2019		08/06/2019	DISC JOCKEY SERVICES 8/6/19	300.00
						Vendor Total:	300.00
71529	THREE BROTHERS PARTY	2596	08/08/2019		08/06/2019	TABLES&CHAIRS NAT'L NIGHT OL	266.25
						Vendor Total:	266.25
71533	AISHA BIBI AKBER TOOTLA	F/73432	08/08/2019		06/06/2019	REFUND SECURITY DEP 7/31/19	500.00
						Vendor Total:	500.00
71506	TORRANCE DAILY BREEZE	900546790	08/08/2019		07/17/2019	SUBSCRIPTION RENEWAL-52WK.	449.01
						Vendor Total:	449.01

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71522	TYLER TECHNOLOGIES INC	025-267718	08/08/2019	00017150	07/27/2019	PERVASIVE SERVER ENGINE UP	3,000.00	
						Vendor Total:	<u>3,000.00</u>	
71523	U.S. BANK VOYAGER FLEET SYS		08/08/2019		07/24/2019	FLEET VEH FUEL-PWD	386.91	
71528	U.S. BANK VOYAGER FLEET SYS		08/08/2019		07/24/2019	FLEET VEH FUEL-MSD	811.40	
71560	U.S. BANK VOYAGER FLEET SYS		08/08/2019		07/24/2019	FLEET VEH FUEL-CSD	285.40	
71566	U.S. BANK VOYAGER FLEET SYS		08/08/2019	00017194	07/24/2019	FLEET VEH FUEL-PWD	948.02	
						Vendor Total:	<u>2,431.73</u>	
71525	U.S. BANK		08/08/2019		07/22/2019	CREDIT CARD CHARGES-CDD	3,836.58	
						Vendor Total:	<u>3,836.58</u>	
71561	U.S. POSTMASTER		08/08/2019	00017233	08/08/2019	CITY NEWSLETTER MAILING	5,400.00	
						Vendor Total:	<u>5,400.00</u>	
71526	MARTHA ZAMBRANO		08/08/2019	00017235	07/16/2019	INSTRUCTOR FEES SUMM SESS	1,764.00	
						Vendor Total:	<u>1,764.00</u>	
							Grand Total:	57,057.77
							Less Credit Memos:	<u>0.00</u>
							Net Total:	57,057.77
							Less Hand Check Total:	<u>0.00</u>
							Outstanding Invoice Total:	57,057.77
Total Invoices: 23								

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71472	ACCOUNTING PRINCIPALS INC		08/19/2019	00017217	07/21/2019	TEMP SVCS WK END 7/21/2019	
		10648567					1,094.40
71473	ACCOUNTING PRINCIPALS INC		08/19/2019	00017217	07/28/2019	TEMP SVCS WK END 07/28/2019	
		10662464					1,094.40
71578	ACCOUNTING PRINCIPALS INC		08/19/2019	00017217	08/04/2019	TEMP SVCS-WK END 8/04/19	
		10677078					1,094.40
						Vendor Total:	3,283.20
71545	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52638					6,937.50
						Vendor Total:	6,937.50
71550	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52400					20.50
						Vendor Total:	20.50
71549	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52399					13,821.62
						Vendor Total:	13,821.62
71554	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52403					4,165.00
						Vendor Total:	4,165.00
71551	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52401					61.50
						Vendor Total:	61.50
71547	ALESHIRE & WYNDER, LLP		08/19/2019		08/18/2019	LEGAL SVCS 06/01/19-06/30-19	
		52397					4,264.00
						Vendor Total:	4,264.00
71548	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52398					8,977.90
						Vendor Total:	8,977.90
71553	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52404					1,086.50
						Vendor Total:	1,086.50
71552	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52402					4,243.50
						Vendor Total:	4,243.50
71546	ALESHIRE & WYNDER, LLP		08/19/2019		07/18/2019	LEGAL SVCS 06/01/19-06/30/19	
		52396					126.00
						Vendor Total:	126.00
71443	AMERICAN GENERAL ROOFING, INC.		08/19/2019		07/15/2019	REFUND DEBRIS DEPOSIT 7/15/1	
		F73810					135.00
						Vendor Total:	135.00
71544	AMERICAN STRUCTURAL PEST		08/19/2019		08/07/2019	CSD MONTHLY PEST CONTROL	
		11488					125.00
71586	AMERICAN STRUCTURAL PEST		08/19/2019		08/07/2019	CITY HALL MONTHLY PEST CONT	
		11487					45.00
71587	AMERICAN STRUCTURAL PEST		08/19/2019		08/07/2019	W.GREEN MONTHLY PEST CONT	
		11489					189.00
71588	AMERICAN STRUCTURAL PEST		08/19/2019		08/07/2019	J. ADDAMS QTRLY PEST SERVI	
		11490					114.00
71589	AMERICAN STRUCTURAL PEST		08/19/2019		08/07/2019	MSD QTRLY PEST CONTROL SVC	
		11491					88.00

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71590	AMERICAN STRUCTURAL PEST	11492	08/19/2019		08/07/2019	CITY HALL & MSD QTRLY PEST S'	379.00
						Vendor Total:	<u>940.00</u>
71444	AMERINAT	19-3027	08/19/2019		07/09/2019	MHTLY SVC FEES-APRIL 2019	8.50
						Vendor Total:	<u>8.50</u>
71445	AM-TEC SECURITY	601234	08/19/2019	00017223	06/11/2019	ALARM SERVICES 7/1-10/01/2019	924.00
71583	AM-TEC SECURITY	602235	08/19/2019		08/08/2019	INSTALL NEW PANIC BUTTON	400.76
						Vendor Total:	<u>1,324.76</u>
71446	AT & T - CALNET3	000013331256	08/19/2019		07/13/2019	PHONE SERVICE 6/13/19-7/12/19	37.94
71447	AT & T - CALNET3	000013331276	08/19/2019		07/13/2019	PHONE SERVICE 6/13/19-7/12/19	1,563.39
						Vendor Total:	<u>1,601.33</u>
71534	SVETLANA AVERBUKH	2019-07	08/19/2019		07/31/2019	INSTRUCTOR SVCS-JULY 2019	585.00
						Vendor Total:	<u>585.00</u>
71448	REYNA BATRES	F/71262	08/19/2018		12/05/2018	SPR DEPOSIT 18-138AG 12/26/18	867.23
						Vendor Total:	<u>867.23</u>
71449	RON BENTLEY	F/73986	08/19/2019		07/30/2019	REFUND DEPOSIT FLATWK 7/30/'	236.75
						Vendor Total:	<u>236.75</u>
71450	BLUE DIAMOND MATERIALS	1561017	08/19/2019		07/17/2019	HOT MIX / ASPHALT REPAIR	146.62
						Vendor Total:	<u>146.62</u>
71565	ROSA LEE BROOKS	72919	08/19/2019		07/29/2019	LAWNDALE ROCKIN BLUES FEST	600.00
						Vendor Total:	<u>600.00</u>
71451	CALIFORNIA J P I A	PROP01849	08/19/2019		05/15/2019	RISK PROP INS 7/1/19-7/1/20	87,949.00
						Vendor Total:	<u>87,949.00</u>
71564	ROBERT CARILLO	072919	08/19/2019		07/29/2019	LAWNDALE ROCKIN BLUES FEST	800.00
						Vendor Total:	<u>800.00</u>
71597	COLONIAL LIFE & ACCIDENTS, INC	E7421597-AUG 2019	08/19/2019		07/22/2019	SECTION 125 PRE TAX-AUG 2019	1,214.39
71598	COLONIAL LIFE & ACCIDENTS, INC	E7421597-AUG 2019A	08/19/2019		07/22/2019	SECTION 125 POST TAX-AUG 201	1,558.41
						Vendor Total:	<u>2,772.80</u>
71452	COUNTY OF LA DEPT OF PUBLIC WK	IN190000980	08/19/2019		07/18/2019	BUILDING & SAFETY SVCS JUN-1	39,771.24
						Vendor Total:	<u>39,771.24</u>
71567	CROWN TROPHY	14461	08/19/2019	00017238	07/24/2019	2019 SUMMER BASKETBALL	1,406.14

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						Vendor Total:	1,406.14
71453	GUSTAVO DEL CID	F/73277	08/19/2019		05/28/2019	SPR 19-50 DEPOSIT 5/28/19	1,647.12
						Vendor Total:	1,647.12
71593	DELTA DENTAL INS	BE00 3498919	08/19/2019		08/01/2019	HMO DENTAL INS	147.91
						Vendor Total:	147.91
71591	DELTA DENTAL	BE00 3500106	08/19/2019		08/01/2019	DENTAL INSURANCE PREMIUM-R	2,658.26
						Vendor Total:	2,658.26
71584	EMPIRE CLEANING SUPPLIES	1127701	08/19/2019	00017175	08/05/2019	MAINTENANCE CLEANING SUPPI	754.55
						Vendor Total:	754.55
71455	FARMER BROTHERS CO.		08/19/2019		08/05/2019	COFFEE SERVICES 7/30/19	162.57
						Vendor Total:	162.57
71456	FIRST AID 2000	7/23/2019	08/19/2019		07/23/2019	FIRST AID KIT SUPPLIES	339.35
71457	FIRST AID 2000	99367	08/19/2019		07/15/2019	FIRST AID SUPPLIES FOR P.W D.	243.16
						Vendor Total:	582.51
71535	AMALEA FISHER	JUL-19	08/19/2019		07/31/2019	SR INSTRUCTOR FEES-JULY 2019	390.00
						Vendor Total:	390.00
71458	GENERAL INDUSTRIAL TOOL & SUPP	1170124-01	08/19/2019	00017185	07/15/2019	4.5 GALLON WATER CONTAINERS	33.85
71555	GENERAL INDUSTRIAL TOOL & SUPP	1170124-02	08/19/2019		07/29/2019	BUCKLES	107.82
						Vendor Total:	141.67
71459	JANICE GIVENS	7/22/019	08/19/2019		07/22/2019	HISTORICAL SOCIETY SUPPLIES	332.37
						Vendor Total:	332.37
71601	GOLDEN STATE WATER CO.	08/05/2019	08/19/2019		08/14/2019	WATER SVCS 7/05/19-08/01/19	16,473.62
						Vendor Total:	16,473.62
71460	ERIC GONZALEZ	F/72575	08/19/2019		04/02/2019	REFUND SECURITY DEP 7/20/19	500.00
						Vendor Total:	500.00
71461	JUSTIN GOTT	F/67894	08/19/2019		03/13/2018	REFUND SPR DEPOSIT 3/13/19	877.05
						Vendor Total:	877.05
71463	H F & H CONSULTANTS, LLC	9716494A	08/19/2019	0016974A	07/12/2019	SOLID WASTE PROCUREMENT R	11,650.10
						Vendor Total:	11,650.10
71464	JULIEN HARO	F/73274	08/19/2019		05/28/2019	REFUND SPR 19-48 DEPOSIT	1,211.70

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						Vendor Total:	1,211.70
71462	HILTON FARNKOPF & HOBSON	9716494	08/19/2019	00016974	07/12/2019	SOLID WASTE PROCUREMENT	7,646.90
						Vendor Total:	7,646.90
71465	INFANTE BROS LAWNMOVER SHOP	36534	08/19/2019		07/23/2019	HATS FOR P.W. CREW	20.95
						Vendor Total:	20.95
71572	INTL ELECTRONIC ENTERPRISES IN	190705	08/19/2019	00017248	07/09/2019	APACE SVC AGREEMENT S/N 18C	2,300.00
						Vendor Total:	2,300.00
71581	JUNIOR'S CONSTRUCTION INC.	F/73757	08/19/2019		07/09/2019	BLDG PERMIT PR20190000751	800.29
						Vendor Total:	800.29
71466	KEGAN KAWAMURA	F/73217	08/19/2019		05/21/2019	REFUND CONST/DEMO 5/21/19	15.00
						Vendor Total:	15.00
71474	L.A COUNTY AUDITOR CONTROLLER	07/17/2019	08/19/2019		07/17/2019	LAFCO NET OPERATIONG COST1	576.25
						Vendor Total:	576.25
71342	L.A. COUNTY SHERIFF'S DEPT	194329CY	08/05/2019		07/02/2019	SECURITY SVC COMM CTR 6/15/'	657.28
71343	L.A. COUNTY SHERIFF'S DEPT	194330CY	08/05/2019		07/02/2019	SECURITY SVC COMM CTR 6/22/'	627.48
71344	L.A. COUNTY SHERIFF'S DEPT	194268CY	08/05/2019		06/26/2019	SECURITY SVC COMM CTR 6/1/19	433.96
						Vendor Total:	1,718.72
71498	L.A. NEWSPAPER GROUP	0011300864	08/19/2019	00017162	08/06/2019	DB-8-8 LEGAL AD ORD#1162-19	120.00
71576	L.A. NEWSPAPER GROUP	AD #11291956	08/19/2019	00017210	08/01/2019	LEGAL AD 7/12/2019	210.00
71577	L.A. NEWSPAPER GROUP	AD #11292415	08/19/2019	00017210	08/01/2019	LEGAL AD 7/19/19-7/26/19	295.68
						Vendor Total:	625.68
71536	FRANCISCA VERONICA LOPEZ	F/73286	08/19/2019		05/22/2019	REFUND SECURITY DEP 7/27/19	500.00
						Vendor Total:	500.00
71467	LOS ANGELES COUNTY FIRE DEPT	IN0304874	08/19/2019		08/05/2019	HAZARDOUS MATERIAL DISCLOS	458.00
						Vendor Total:	458.00
71527	LOS ANGELES COUNTY	194605CY	08/19/2019		05/09/2019	REFUND SECURITY SVC 5/24/201	693.03
						Vendor Total:	693.03
71468	BRUCE MACGREGOR	960757	08/19/2019		06/14/2019	REFUND FOR HOSE SHOTTOFF	7.70
						Vendor Total:	7.70
71471	JESSICA MARTINEZ	F/73515	08/19/2019		06/17/2019	REFUND SECURITY DEP 7/19/19	500.00

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						Vendor Total:	500.00
71469	MINUTEMAN PRESS OF GARDENA	17586	08/19/2019	00017200	07/29/2019	BUSINESS CARDS JOB # 33106	169.97
						Vendor Total:	169.97
71475	MONTES MEDICAL GROUP	F/72764	08/19/2019		04/16/2019	REFUND SECURITY DEP. 07/19/19	1,000.00
71476	MONTES MEDICAL GROUP	F/72764A	08/19/2019		04/16/2019	REFUND SECURITY DEP. 07/19/19	250.00
						Vendor Total:	1,250.00
71543	MV TRANSPORTATION INC	102357	08/19/2019	00017179	08/01/2019	LAWNDALE BEAT TRANSPORTAT	40,506.78
						Vendor Total:	40,506.78
71571	NEOFUNDS BY NEOPOST	7900044080194966A	08/19/2019	0017021A	07/28/2019	POSTAGE REFILL 7/10,11,241/19	1,288.53
						Vendor Total:	1,288.53
71477	ALAN V. NGUYEN	F/69510	08/19/2019		07/30/2019	REFUND CONST/DEMO 7/30/18.	6,180.00
						Vendor Total:	6,180.00
71595	RAY NGUYEN	F/69803	08/19/2019		08/28/2018	REFUND CONST/DEMO DEP 8/28/	4,700.00
						Vendor Total:	4,700.00
71478	OFFICE DEPOT	348454271001	08/19/2019		07/25/2019	OFFICE SUPPLIES P.W.D.	27.56
71479	OFFICE DEPOT	343086194001	08/19/2019		07/17/2019	OFFICE SUPPLIES CSD	308.68
71480	OFFICE DEPOT	342803634001	08/19/2019		07/17/2019	OFFICE SUPPLIES FINANCE	33.93
71481	OFFICE DEPOT	342929123001	08/19/2019		07/17/2019	OFFICE SUPPLIES FINANCE	186.83
71568	OFFICE DEPOT	352319182001	08/19/2019		07/31/2019	OFFICE SUPPLIES CSD	81.46
71594	OFFICE DEPOT	353332550001	08/19/2019		08/02/2019	OFFICE SUPPLIES MSD	241.00
						Vendor Total:	879.46
71537	PACIFIC TIRE SERVICE	112879	08/19/2019		07/29/2019	FORD E450 BUS#480 FLAT REPAI	15.00
71579	PACIFIC TIRE SERVICE	19684	08/19/2019		08/08/2019	REPAIR FRONT TIRE RAV 4	10.00
						Vendor Total:	25.00
71482	PCM-G INC	900498225	08/19/2019		07/19/2019	BACK UP DATA CARTRIDGES	261.29
						Vendor Total:	261.29
71539	POSITIVE PROMOTIONS INC	06350455	08/19/2019		07/29/2019	2019 VOLUNTEER DINNER GIFTS	40.28
						Vendor Total:	40.28
71559	POWERSTRIDE BATTERY	H413708	08/19/2019		08/05/2019	NEW BATTERY REPLACEMENT #	128.83
						Vendor Total:	128.83
71483	PRUDENTIAL OVERALL SUPPLY	42420652	08/19/2019		07/02/2019	BLUE WET MOP 24OZ BAR TOWE	8.00

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71484	PRUDENTIAL OVERALL SUPPLY		08/19/2019		07/09/2019	BLUE WET MOP 24OX BAR TOWE	
		42422582					8.00
71485	PRUDENTIAL OVERALL SUPPLY		08/19/2019		07/16/2019	BLUE WET MOP 24OZ BAR TOWE	
		42424731					8.00
71486	PRUDENTIAL OVERALL SUPPLY		08/19/2019		08/30/2019	BLUE WET MOP 24OZ BAR TOWE	
		42428958					8.00
71487	PRUDENTIAL OVERALL SUPPLY		08/19/2019	00017174	07/30/2019	UNIFORM CLEANING SVC JULY 2	
		42428959					39.36
71488	PRUDENTIAL OVERALL SUPPLY		08/19/2019	00017174	07/23/2019	UNIFORM CLEANING SVC JULY 2	
		42426798					39.36
71558	PRUDENTIAL OVERALL SUPPLY		08/19/2019	00017174	08/06/2019	UNIFORM CLEANING SVC 8/6/201	
		42431034					39.36
71599	PRUDENTIAL OVERALL SUPPLY		08/19/2019		07/02/2019	BLUE WET MOP 24OZ	
		42426797					8.00
						Vendor Total:	158.08
71538	RAMCO REFRIGERATION & AIR INC		08/19/2019		08/01/2019	MATERIAL & LABOR FOR COMM.	
		S22180					1,554.85
						Vendor Total:	1,554.85
71490	RICOH USA INC		08/19/2019	00017228	07/13/2019	COPIER LEASE / MAINTENANCE :	
		9027501383					2,142.66
71491	RICOH USA INC		08/19/2019	00017228	07/23/2019	STAPLE CARTRIDGE TYPE V REF	
		1081857446					52.95
71580	RICOH USA INC		08/19/2019	00017228	08/01/2019	RICOH COPIER BILL 7/01-7/31/19	
		5057244346					173.77
71582	RICOH USA INC		08/19/2019	00017228	08/01/2019	RICOH COPIER BILL 7/1/-7/31/19	
		5057244218					695.99
						Vendor Total:	3,065.37
71489	RJS CONSTRUCTION SUPPLIES		08/19/2019		07/23/2019	MARKING PAINT P.W. INSPECTOI	
		3139348					44.85
						Vendor Total:	44.85
71492	SHIRLEY RUDOLPH		08/19/2019	00017188	06/24/2019	PRSSC MEETING STIPEND 6/24/1	
		062419					50.00
71493	SHIRLEY RUDOLPH		08/19/2019	00017188	07/08/2019	PPRSSC MEETING STIPEND 7/8/1	
		070819					50.00
						Vendor Total:	100.00
71596	FRANK SABATASSO		08/19/2019		10/09/2018	REFUND CONST/DEMO DEP 10/9/	
		F/70212					2,317.80
						Vendor Total:	2,317.80
71494	JOSE SANCHEZ		08/19/2019		07/20/2019	REFUND SECURITY DEP. 7/20/20	
		72019					2,000.00
						Vendor Total:	2,000.00
71496	SHOETERIA		08/19/2019	00017180	07/10/2019	STEEL TOE WORK BOOTS FOR P	
		0143407-IN					777.49
71497	SHOETERIA		08/19/2019	00017180	07/06/2019	STEEL TOE WORK BOOTS P.W.D	
		0143622-IN					902.64
71499	SHOETERIA		08/19/2019	00017180	07/26/2019	STEEL TOE WORK BOOTS FOR P	
		0143951-IN					752.85
71585	SHOETERIA		08/19/2019	00017180	07/26/2019	STEEL TOE WORK BOOTS P.W.D	
		0144381-IN					378.39
						Vendor Total:	2,811.37
71500	MADONNA SITKA		08/19/2019	00017191	07/08/2019	PRSSC MEETING STIPEND 7/8/19	
		070819					50.00
						Vendor Total:	50.00
71563	SMACKDADDY BLUES BAND		08/19/2019		11/14/2019	LAWNDALE BLUES FESTIVAL 201	
		9304					600.00

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Ref. No.	Vendor Name	Invoice No.	Posting Date	PONumber	Invoice Date	Invoice Description	Invoice Amount
						Vendor Total:	600.00
71600	SOUTHERN CALIFORNIA GAS CO.		08/19/2019		08/06/2019	GAS CHARGES 7/02/19-07/31/19	
		07/02/19-07/31/19					1,378.70
						Vendor Total:	1,378.70
71501	SOUTHERN COMPUTER WAREHOUSE		08/19/2019		07/17/2019	SYMANTEC ENDPOINT PROTECT	
		IN-000588415					145.04
						Vendor Total:	145.04
71541	VARAPRASAD SRIRAMBHATLA		08/19/2019		07/24/2019	REFUND SECURITY DEP. 7/20/20	
		73927					500.00
						Vendor Total:	500.00
71502	DANIEL TALAMENTES		08/19/2019		01/18/2019	SPR 19-04 DEPOSIT 1/8/19	
		F/71482					845.99
						Vendor Total:	845.99
71503	TODD PIPE & SUPPLY-HAWTHORNE		08/19/2019	00017187	07/24/2019	PLUMBING SUPPLIES PIPE PLUG	
		S003197400.001					37.22
71504	TODD PIPE & SUPPLY-HAWTHORNE		08/19/2019	00017187	07/15/2019	PLUMBING SUPPLIES FOR P.W.D	
		S003187899.001					24.76
71505	TODD PIPE & SUPPLY-HAWTHORNE		08/19/2019	00017187	07/17/2019	PLUMBING SUPPLIES FOR C.CTR	
		S0031903036.001					260.63
						Vendor Total:	322.61
71540	JOSUE M. TORRES		08/19/2019		05/30/2019	REFUND SECURITY DEP. 08/3/20	
		73325					1,750.00
						Vendor Total:	1,750.00
71507	TOTAL COMPENSATION SYSTEMS INC		08/19/2019		07/01/2019	VALUATION SVCS 1ST INSTALLMI	
		7468					990.00
71508	TOTAL COMPENSATION SYSTEMS INC		08/19/2019		07/25/2019	GASB 75 VALUATION SERVICES	
		7590					990.00
						Vendor Total:	1,980.00
71570	U.S. BANK		08/19/2019		07/22/2019	CREDIT CARD CHARGES-7/22/19	
		4246044602355259-HR					898.12
						Vendor Total:	898.12
71509	UNITED RENTALS		08/19/2019		07/26/2019	SCISSOR LIFT RENTAL	
		171904121-001					458.29
						Vendor Total:	458.29
71592	VISION SERVICE PLAN		08/19/2019		07/19/2019	VISION PREMIUM AUG. 2019	
		807201108					951.82
						Vendor Total:	951.82
71510	VISTA PAINT		08/19/2019	00017183	07/20/2019	GRAFFITI SUPPLIES	
		2019-979997-00					126.71
71511	VISTA PAINT		08/19/2019		07/19/2019	PAINT SUPPLIES FOR M.S.D.	
		2019-978219-00					11.04
71512	VISTA PAINT		08/19/2019		07/19/2019	PAINT SUPPLIES FOR M.S.D.	
		2019-977703-00					21.96
71513	VISTA PAINT		08/19/2019		07/24/2019	PAINT FLUIDS P.W.D. SPRAYER	
		2019-985955-00					18.83
71514	VISTA PAINT		08/19/2019	00017183	07/27/2019	GRAFFITI SUPPLIES WHITE RAG:	
		2019-991731-00					30.54
71556	VISTA PAINT		08/19/2019	00017183	08/05/2019	GRAFFITI SUPPLIES RED PAINT	
		2019-005967-00					355.19
71557	VISTA PAINT		08/19/2019	00017183	08/03/2019	GRAFFITI PAINT	
		2019-004400-00					206.08

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						Vendor Total:	770.35	
71515	WEATHERPROOF RFG	F/73857	08/19/2019		07/17/2019	REFUND CONST/DEMO DEP7/17/	165.00	
						Vendor Total:	165.00	
71516	DANIEL T WOODS	062419	08/19/2019	00017193	06/24/2019	PRSSC MEETING STIPEND 6/24/1	50.00	
71517	DANIEL T WOODS	070819	08/19/2019		07/08/2019	PRSSC MEETING STIPEND 7/8/19	50.00	
						Vendor Total:	100.00	
							Grand Total:	317,921.92
							Less Credit Memos:	0.00
							Net Total:	317,921.92
							Less Hand Check Total:	0.00
							Outstanding Invoice Total:	317,921.92
Total Invoices: 134								

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Fund: 100 General Fund</b>							
<b>Dept: 000</b>							
100-000-421.100	Planning Fees - (						
	BATRES/REYNA//	F771262	SPR DEPOSIT 18-138AG 12/26.	198096	08/19/2019	08/19/2019	-946.38
	BENTLEYRON//	F773986	REFUND DEPOSIT FLATWK 7/:	198097	08/19/2019	08/19/2019	236.75
	DEL CID/GUSTAVO//	F773277	SPR 19-50 DEPOSIT 5/28/19	198105	08/19/2019	08/19/2019	-166.49
	GOTT/JUSTIN//	F767894	REFUND SPR DEPOSIT 3/13/1:	198116	08/19/2019	08/19/2019	-936.56
	HARO/JULIEN//	F773274	REFUND SPR 19-48 DEPOSIT	198118	08/19/2019	08/19/2019	-601.91
	SANDOVAL/CUTBERTO//	F773276	SPR 19-49 DEPOSIT 5/28/19	198066	08/08/2019	08/08/2019	-234.96
	TALAMENTES/DANIEL//	F771482	SPR 19-04 DEPOSIT 1/8/19	198156	08/19/2019	08/19/2019	-967.62
							<u>-3,617.17</u>
100-000-422.100	Building Permit F						
	JUNIOR'S CONSTRUCTION I	F773757	BLDG PERMIT PR20190000751	198122	08/19/2019	08/19/2019	799.29
							<u>799.29</u>
100-000-425.101	Community Cent						
	MONTES MEDICAL GROUP//	F772764A	REFUND SECURITY DEP. 07/1:	198133	08/19/2019	08/19/2019	250.00
							<u>250.00</u>
							<b>Total Dept. 000: -2,567.88</b>
<b>Dept: 110 City Council</b>							
100-110-510.100	Office Supplies						
	U.S. BANK//	4246044602355259-HR	CREDIT CARD CHARGES-7/22.	198160	08/19/2019	08/19/2019	113.64
							<u>113.64</u>
100-110-510.400	Subscriptions/Pul						
	TORRANCE DAILY BREEZE	900546790	SUBSCRIPTION RENEWAL-52	198072	08/08/2019	08/08/2019	449.01
							<u>449.01</u>
100-110-510.620	Travel/Meetings						
	U.S. BANK//	4246044602355259-HR	CREDIT CARD CHARGES-7/22.	198160	08/19/2019	08/19/2019	50.00



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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
100-150-510.800	Recruitment						
	U.S. BANK///	4246044602355259-HR	CREDIT CARD CHARGES-7/22/	198160	08/19/2019	08/19/2019	494.60
							<u>494.60</u>
							<u>494.60</u>
<b>Dept: 160 General Operations</b>							
100-160-510.100	Office Supplies						
	FARMER BROTHERS CO.///		COFFEE SERVICES 7/30/19	198109	08/19/2019	08/19/2019	162.57
	MINUTEMAN PRESS OF GAF	17586	BUSINESS CARDS JOB # 3310	198132	08/19/2019	08/19/2019	169.97
							<u>332.54</u>
100-160-510.300	Postage						
	NEOFUNDS BY NEOPOST	7900044080194966A	POSTAGE REFILL 7/10,11,24/1/	198135	08/19/2019	08/19/2019	1,288.53
							<u>1,288.53</u>
100-160-515.100	Telecommunicati						
	AT & T	030*303-2084-001	LONG DISTANCE SVCS JULY 2	198058	08/08/2019	08/08/2019	14.67
	AT & T - CALNET3	000013331256	PHONE SERVICE 6/13/19-7/12/	198093	08/19/2019	08/19/2019	37.94
	AT & T - CALNET3	000013331276	PHONE SERVICE 6/13/19-7/12/	198094	08/19/2019	08/19/2019	1,563.39
	FRONTIER COMMUNICATIO	07/09/19	PHONE CHARGES 7/19-08/18/1	198044	08/01/2019	08/01/2019	81.39
	FRONTIER COMMUNICATIO	07/28/19	PHONE CHARGES 5/28/19-7/27	198061	08/08/2019	08/08/2019	170.87
	TIME WARNER CABLE	0004993071819	CABLE BROADCAST CITY HAL	198051	08/01/2019	08/01/2019	191.77
	TIME WARNER CABLE	0234046072419	PW-FIBER OPTICS 07/20-08/19	198053	08/01/2019	08/01/2019	105.23
	TIME WARNER CABLE	0033083072019	PWD FIBER METRO 07/24-08/2	198052	08/01/2019	08/01/2019	2,131.99
							<u>4,297.25</u>
100-160-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	06/26/19-07/26/19	UTILITIES ELECTRICITY	198049	08/01/2019	08/01/2019	83.50
	SOUTHERN CALIFORNIA ED	07/01/19-08/01/19	UTILITIES ELECTRICITY	198067	08/08/2019	08/08/2019	87.74
							<u>171.24</u>
100-160-515.300	Natural Gas						



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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 180 Information Systems</b>							
100-180-510.400	Subscriptions/Pu						
	SOUTHERN COMPUTER WA	IN-000588415	SYMANTEC ENDPOINT PROTE	198154	08/19/2019	08/19/2019	145.04
							<u>145.04</u>
100-180-530.100	Contract Services						
	BERICOM IT & DESIGN	630	NTWK MAINT & COMPUTER SI	198059	08/08/2019	08/08/2019	12,633.12
							<u>12,633.12</u>
100-180-550.400	Other Equipment						
	PCM-G INC	900498225	BACK UP DATA CARTRIDGES	198140	08/19/2019	08/19/2019	261.29
							<u>261.29</u>
							<u>13,039.45</u>
<b>Dept: 190 Finance</b>							
100-190-510.100	Office Supplies						
	OFFICE DEPOT	342803634001	OFFICE SUPPLIES FINANCE	198138	08/19/2019	08/19/2019	33.93
	OFFICE DEPOT	342929123001	OFFICE SUPPLIES FINANCE	198138	08/19/2019	08/19/2019	186.83
							<u>220.76</u>
100-190-510.200	Reprographics						
	MINUTEMAN PRESS OF GAF	17547	2019-20 BUDGET	198047	08/01/2019	08/01/2019	1,612.30
							<u>1,612.30</u>
100-190-530.100	Contract Services						
	L A COUNTY AUDITOR CONTI	07/17/2019	LAFCO NET OPERATIONG CO:	198124	08/19/2019	08/19/2019	576.25
	TOTAL COMPENSATION SYS	7468	VALUATION SVCS 1ST INSTAL	198159	08/19/2019	08/19/2019	990.00
	TOTAL COMPENSATION SYS	7590	GASB 75 VALUATION SERVICE	198159	08/19/2019	08/19/2019	990.00
	TYLER TECHNOLOGIES INC	025-267718	PERVASIVE SERVER ENGINE	198073	08/08/2019	08/08/2019	3,000.00







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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
100-320-520.100	Maintenance Sup.						
	EMPIRE CLEANING SUPPLIE	1127701	MAINTENANCE CLEANING SUI	198108	08/19/2019	08/19/2019	754.55
	PRUDENTIAL OVERALL SUP	42420652	BLUE WET MOP 24OZ BAR TO	198143	08/19/2019	08/19/2019	8.00
	PRUDENTIAL OVERALL SUP	42422582	BLUE WET MOP 24OX BAR TO	198143	08/19/2019	08/19/2019	8.00
	PRUDENTIAL OVERALL SUP	42424731	BLUE WET MOP 24OZ BAR TO	198143	08/19/2019	08/19/2019	8.00
	PRUDENTIAL OVERALL SUP	42428958	BLUE WET MOP 24OZ BAR TO	198143	08/19/2019	08/19/2019	8.00
	PRUDENTIAL OVERALL SUP	42426797	BLUE WET MOP 24OZ	198143	08/19/2019	08/19/2019	8.00
	TODD PIPE & SUPPLY-HAWT	S003197400.001	PLUMBING SUPPLIES PIPE PL	198157	08/19/2019	08/19/2019	37.22
	TODD PIPE & SUPPLY-HAWT	S003187899.001	PLUMBING SUPPLIES FOR P.V	198157	08/19/2019	08/19/2019	24.76
	TODD PIPE & SUPPLY-HAWT	S0031903036.001	PLUMBING SUPPLIES FOR C.C	198157	08/19/2019	08/19/2019	260.63
	U.S. BANK//	9302627	WET MOP REFILL-HOME DEPC	198056	08/01/2019	08/01/2019	12.11
	U.S. BANK//	4525746	BILL SOCKET-HOME DEPOT	198056	08/01/2019	08/01/2019	5.23
	U.S. BANK//	4544367	SOCKET SET, MOP HEADS	198056	08/01/2019	08/01/2019	44.03
	U.S. BANK//	6304300	BOTTLE BRUSH - HOME DEPC	198056	08/01/2019	08/01/2019	35.15
	U.S. BANK//	4133189	DEGREASER - HOME DEPOT	198056	08/01/2019	08/01/2019	47.31
	U.S. BANK//	8612615	SCOUR PADS & SPONGES	198056	08/01/2019	08/01/2019	15.03
	U.S. BANK//	7143395	PLASTIC BUCKETS	198056	08/01/2019	08/01/2019	24.97
							<b>1,300.99</b>
100-320-520.120	Building Equipme						
	AM-TEC SECURITY	602235	INSTALL NEW PANIC BUTTON	198089	08/19/2019	08/19/2019	400.76
	U.S. BANK//	06/26/19	ICE MAKER REPAIR @ CITY H	198056	08/01/2019	08/01/2019	120.00
							<b>520.76</b>
100-320-520.200	Small Tools						
	GENERAL INDUSTRIAL TOO	1170124-01	4.5 GALLON WATER CONTAINI	198112	08/19/2019	08/19/2019	33.85
	GENERAL INDUSTRIAL TOO	1170124-02	BUCKLES	198112	08/19/2019	08/19/2019	107.82
							<b>141.67</b>
100-320-520.300	Grounds Mainten						



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	U.S. BANK//	4544367	SOCKET SET, MOP HEADS	198056	08/01/2019	08/01/2019	13.75
	U.S. BANK//	4544367	SOCKET SET, MOP HEADS	198056	08/01/2019	08/01/2019	9.00
							<u>22.75</u>

**Total Dept. Grounds Maintenance: 29,094.50**

**Dept: 330 Street Maintenance**

100-330-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	06/11/19-07/11/19	UTILITIES ELECTRI 6/11-7/19	198049	08/01/2019	08/01/2019	75.76
	SOUTHERN CALIFORNIA ED	06/26/19-07/26/19	UTILITIES ELECTRICITY	198049	08/01/2019	08/01/2019	349.28
	SOUTHERN CALIFORNIA ED	07/01/19-08/01/19	UTILITIES ELECTRICITY	198067	08/08/2019	08/08/2019	1,221.91
							<u>1,646.95</u>

100-330-515.400	Water						
	GOLDEN STATE WATER CO.	08/05/2019	WATER SVCS 7/05/19-08/01/19	198114	08/19/2019	08/19/2019	11,271.06
							<u>11,271.06</u>

100-330-540.200	Special Expense:						
	LOS ANGELES COUNTY FIRI	IN0304874	HAZARDOUS MATERIAL DISCL	198129	08/19/2019	08/19/2019	458.00
							<u>458.00</u>

**Total Dept. Street Maintenance: 13,376.01**

**Dept: 340 Engineering**

100-340-510.100	Office Supplies						
	U.S. BANK//	7/2/19	OFFICE CHAIRS FOR FRONT C	198056	08/01/2019	08/01/2019	198.44
							<u>198.44</u>

**Total Dept. Engineering: 198.44**

**Dept: 410 Planning/Building Adm**

100-410-530.600	Building Safety S						
	COUNTY OF LA DEPT OF PU	IN190000980	BUILDING & SAFETY SVCS JU	198103	08/19/2019	08/19/2019	39,771.24
							<u>39,771.24</u>

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<b>Dept: 510 Community Services P</b>							
100-510-501.200	Salaries - Electec WOODS/DANIEL T//	062419	PRSSC MEETING STIPEND 6/2	198165	08/19/2019	08/19/2019	50.00
<b>Total Dept. Planning/Building Admin:</b>							<b>39,771.24</b>
<hr/>							
100-510-510.100	Office Supplies						<b>50.00</b>
	OFFICE DEPOT	343086194001	OFFICE SUPPLIES CSD	198138	08/19/2019	08/19/2019	308.68
	OFFICE DEPOT	352319182001	OFFICE SUPPLIES CSD	198138	08/19/2019	08/19/2019	81.46
							<b>390.14</b>
<hr/>							
100-510-515.300	Natural Gas						
	SOUTHERN CALIFORNIA GA	06/14/19-07/16/19	UTILITY GAS CHARGES	198050	08/01/2019	08/01/2019	3.07
							<b>3.07</b>
							<b>443.21</b>
<b>Dept. Community Services Programs:</b>							
<b>Total Fund General Fund:</b>							<b>274,884.97</b>
<hr/>							
<b>Fund: 201 Gas Tax Fund</b>							
<b>Dept: 330 Street Maintenance</b>							
201-330-515.200	Electricity						
	SOUTHERN CALIFORNIA ED	06/26/19-07/26/19	UTILITIES ELECTRICITY	198049	08/01/2019	08/01/2019	263.81
	SOUTHERN CALIFORNIA ED	07/01/19-08/01/19	UTILITIES ELECTRICITY	198067	08/08/2019	08/08/2019	1,179.52
							<b>1,443.33</b>
<hr/>							
201-330-520.400	Street Maintainan						
	BLUE DIAMOND MATERIALS	1561017	HOT MIX / ASPHALT REPAIR	198098	08/19/2019	08/19/2019	146.62
	RJS CONSTRUCTION SUPPI	3139348	MARKING PAINT P.W. INSPEC	198146	08/19/2019	08/19/2019	44.85

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
	VISTA PAINT	2019-979997-00	GRAFFITI SUPPLIES	198163	08/19/2019	08/19/2019	126.71
	VISTA PAINT	2019-991731-00	GRAFFITI SUPPLIES WHITE R	198163	08/19/2019	08/19/2019	30.54
	VISTA PAINT	2019-005967-00	GRAFFITI SUPPLIES RED PAINT	198163	08/19/2019	08/19/2019	5.12
	VISTA PAINT	2019-005967-00	GRAFFITI SUPPLIES RED PAINT	198163	08/19/2019	08/19/2019	350.07
	VISTA PAINT	2019-004400-00	GRAFFITI PAINT	198163	08/19/2019	08/19/2019	206.08
							<b>909.99</b>
201-330-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	07/01/19-07/23/19	FLEET VEH FUEL-PWD	198074	08/08/2019	08/08/2019	948.02
							<b>948.02</b>
							<b>3,301.34</b>
							<b>3,301.34</b>

**Fund: 206 Prop A - Local Transit I**

**Dept: 510 Community Services P**

206-510-520.600	Vehicle Maintena						
	PACIFIC TIRE SERVICE	112879	FORD E450 BUS#480 FLAT REI	198139	08/19/2019	08/19/2019	15.00
							<b>15.00</b>

206-510-520.610	Vehicle Fuel						
	U.S. BANK VOYAGER FLEET	6/27/19-7/15/19	FLEET VEH FUEL-CSD	198074	08/08/2019	08/08/2019	-14.48
	U.S. BANK VOYAGER FLEET	6/27/19-7/15/19	FLEET VEH FUEL-CSD	198074	08/08/2019	08/08/2019	299.88
							<b>285.40</b>

206-510-530.100	Contract Services						
	MV TRANSPORTATION INC	102357	LAWDALE BEAT TRANSPORT	198134	08/19/2019	08/19/2019	40,506.78
							<b>40,506.78</b>
							<b>40,807.18</b>
							<b>40,807.18</b>

**Fund: 216 Used Oil Recycling Gr**

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<b>Dept: 310 Public Works Admin.</b>							
216-310-540.200	Special Expense: U.S. BANK//	06/29/19	OIL-ABSORBENT SHEETS W/M	198056	08/01/2019	08/01/2019	1,145.17
							<u>1,145.17</u>
							<b>Total Dept. Public Works Admin.: 1,145.17</b>
<b>Fund: 277 Community Serv Fund.</b>							
<b>Dept: 510 Community Services P</b>							
277-510-501.200	Salaries - Electec RUDOLPH/SHIRLEY//	062419	PRSSC MEETING STIPEND 6/2	198147	08/19/2019	08/19/2019	50.00
	RUDOLPH/SHIRLEY//	070819	PPRSC MEETING STIPEND 7	198147	08/19/2019	08/19/2019	50.00
	SITKA/MADONNA//	070819	PRSSC MEETING STIPEND 7/E	198151	08/19/2019	08/19/2019	50.00
	WOODS/DANIEL T//	070819	PRSSC MEETING STIPEND 7/E	198165	08/19/2019	08/19/2019	50.00
							<u>200.00</u>
277-510-510.300	Postage U.S. POSTMASTER	08/08/2019	CITY NEWSLETTER MAILING	198076	08/08/2019	08/08/2019	5,400.00
							<u>5,400.00</u>
277-510-515.400	Water GOLDEN STATE WATER CO.	08/05/2019	WATER SVCS 7/05/19-08/01/19	198114	08/19/2019	08/19/2019	420.73
							<u>420.73</u>
277-510-520.510	Equipment Maint RAMCO REFRIGERATION & U.S. BANK//	S22180	MATERIAL & LABOR FOR COM	198144	08/08/2019	08/19/2019	1,554.85
		434952	REPLACEMENT WATER FILTEI	198054	08/01/2019	08/01/2019	356.90
							<u>1,911.75</u>
277-510-530.100	Contract Services AMERICAN STRUCTURAL PE	11488	CSD MONTHLY PEST CONTRC	198091	08/19/2019	08/19/2019	125.00

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ELLIS/PAUL//		1	ENTERTAINMENT DINNER 8/8/	198060	08/08/2019	08/08/2019	200.00
LAWDALE ELEM SCH DIST		4025	BOLLINGER GYM USE FEE	198046	08/01/2019	08/01/2019	5,375.00
ZAMBRANO/MARTHAI//		001	INSTRUCTOR FEES SUMM SE	198077	08/08/2019	08/08/2019	1,764.00
							<b>7,464.00</b>
277-510-540.100	Community Even						
ALONDRA COUNTRY CLUB		DBAUG082019	BAL DUE VOLUNTEER/SPON E	198043	08/01/2019	08/01/2019	4,450.00
BROOKS/ROSA LEE//		72919	LAWDALE ROCKIN BLUES FE	198099	08/19/2019	08/19/2019	600.00
CARILLO/ROBERT//		072919	LAWDALE ROCKIN BLUES FE	198101	08/19/2019	08/19/2019	800.00
SIMACKDADDY BLUES BANC		9304	LAWDALE BLUES FESTIVAL :	198152	08/19/2019	08/19/2019	600.00
U.S. BANK//		247	YOUTH MOVIE NIGHT	198054	08/01/2019	08/01/2019	41.59
U.S. BANK//		1151	WALMARTMOVIE NIGHT SUPP	198054	08/01/2019	08/01/2019	82.76
U.S. BANK//		9471828	STATIONARY DINNER INVITAT	198054	08/01/2019	08/01/2019	299.78
U.S. BANK//		308916	FESTIVAL'S POSTCARD MAILI	198054	08/01/2019	08/01/2019	69.06
							<b>6,943.19</b>
277-510-540.120	Recreation Activi						
CROWN TROPHY		14461	2019 SUMMER BASKETBALL	198104	08/19/2019	08/19/2019	1,406.14
U.S. BANK//		5005	NEON PLASTIC WRISTBANDS	198057	08/01/2019	08/01/2019	20.99
U.S. BANK//		5005A	HOME PLATE FOR PARK	198057	08/01/2019	08/01/2019	141.50
U.S. BANK//		102021	SUMMER CAMP TISSUE PAPE	198057	08/01/2019	08/01/2019	19.83
U.S. BANK//		6992	MICHAEL'S SDC CRAFTS	198057	08/01/2019	08/01/2019	51.27
U.S. BANK//		1329	PARK CLEANING SUPPLIES	198057	08/01/2019	08/01/2019	29.40
U.S. BANK//		1006	FIELD TRIP FEE FOR SUMMEF	198057	08/01/2019	08/01/2019	246.00
U.S. BANK//		1426	50 FOOT TUG OF WAR ROPE :	198057	08/01/2019	08/01/2019	93.70
U.S. BANK//		0003	SDC CLEANING SUPPLIES	198057	08/01/2019	08/01/2019	89.52
U.S. BANK//		0341	SDC CRAFTS	198057	08/01/2019	08/01/2019	72.09
							<b>2,170.44</b>
277-510-540.200	Special Expense:						
MACGREGOR/BRUCE//		960757	REFUND FOR HOSE SHOTTOFF	198130	08/19/2019	08/19/2019	7.70



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<b>Dept: 410 Planning/Building Adm</b>							
279-410-510.100	Office Supplies	07/22/19	CREDIT CARD CHARGES-CDD	198075	08/08/2019	08/08/2019	40.00
	U.S. BANK//						<u>40.00</u>
<b>279-410-510.610 Memberships/Du</b>							
	U.S. BANK//	07/22/19	CREDIT CARD CHARGES-CDD	198075	08/08/2019	08/08/2019	1,148.00
							<u>1,148.00</u>
<b>279-410-510.620 Travel/Meetings</b>							
	U.S. BANK//	07/22/19	CREDIT CARD CHARGES-CDD	198075	08/08/2019	08/08/2019	2,648.58
							<u>2,648.58</u>
<b>279-410-530.500 Legal Ads</b>							
	L.A. NEWSPAPER GROUP	AD #11291956	LEGAL AD 7/12/2019	198126	08/19/2019	08/19/2019	210.00
	L.A. NEWSPAPER GROUP	AD #11292415	LEGAL AD 7/19/19-7/26/19	198126	08/19/2019	08/19/2019	295.68
							<u>505.68</u>
<b>Total Dept. Planning/Building Admin:</b>							<u>4,342.26</u>
<b>Community Development:</b>							<u>4,342.26</u>
<b>Fund: 300 Lawndale Housing Aut</b>							
<b>Dept: 610 Redevelopment</b>							
300-610-530.200	Professional Sen	19-3027	MHTLY SVC FEES-APRIL 2019	198092	08/19/2019	08/19/2019	8.50
	AMERINAT						
	NAGASAKI & ASSOCIATES	19-1246	APPRAISAL REPORT-4019 W 1	198064	08/08/2019	08/08/2019	900.00
							<u>908.50</u>
<b>Total Dept. Redevelopment:</b>							<u>908.50</u>
<b>Lawndale Housing Authority:</b>							<u>908.50</u>
<b>Fund: 304 Succ Agency Projects</b>							

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
<b>Dept: 120 City Attorney</b>							
304-120-530.320	Legal - Litigation ALESHIRE & WYNDER, LLP	52400	LEGAL SVCS 06/01/19-06/30/19	198080	08/19/2019	08/19/2019	20.50
							<u>20.50</u>
			<b>Total Dept. City Attorney:</b>				<u>20.50</u>
<b>Dept: 610 Redevelopment</b>							
304-610-530.310	Legal - Retainer ALESHIRE & WYNDER, LLP	52401	LEGAL SVCS 06/01/19-06/30/19	198083	08/19/2019	08/19/2019	61.50
							<u>61.50</u>
			<b>Total Dept. Redevelopment:</b>				<u>61.50</u>
			<b>icc Agency Projects Fund:</b>				<u>82.00</u>
<b>Fund: 501 Deposit/Donations</b>							
<b>Dept: 000</b>							
501-000-200.303	Travel Club LEGACY TRAVEL & TOURS//	B0509	SENIOR TRAVEL CLUB 8/16/19	198062	08/08/2019	08/08/2019	3,323.00
							<u>3,323.00</u>
501-000-200.307	Community Cent ALLIANT INSURANCE SERVI GONZALEZ/ERIC// L.A. COUNTY SHERIFF'S DEI L.A. COUNTY SHERIFF'S DEI L.A. COUNTY SHERIFF'S DEI LOPEZ/FRANCISCA VERONI LOS ANGELES COUNTY MARTINEZ/JESSICA// MONTES MEDICAL GROUP// SANCHEZ/JOSE//	F771019 F772575 194329CY 194330CY 194268CY F773286 194605CY F773515 F772764 72019	SPEC EVENT 04/01/19-06/30/19 REFUND SECURITY DEP 7/20/ SECURITY SVC COMM CTR 6/ SECURITY SVC COMM CTR 6/ SECURITY SVC COMM CTR 6/ REFUND SECURITY DEP 7/27/ REFUND SECURITY SVC 5/24/ REFUND SECURITY DEP 7/19/ REFUND SECURITY DEP. 07/1/ REFUND SECURITY DEP. 7/20,	198042 198115 198125 198125 198125 198127 198128 198131 198133 198149	08/01/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019	08/01/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019 08/19/2019	2,461.00 500.00 657.28 627.48 433.96 500.00 693.03 500.00 1,000.00 2,000.00

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	SRIRAMBHATLAVARAPRAS.	73927	REFUND SECURITY DEP. 7/20,	198155	08/19/2019	08/19/2019	500.00
	TOOTLA/AISHA BIBI/AKBER//	F73432	REFUND SECURITY DEP 7/31/	198071	08/08/2019	08/08/2019	500.00
	TORRES/JOSUE M.//	73325	REFUND SECURITY DEP. 08/3,	198158	08/19/2019	08/19/2019	1,750.00
							<b>12,122.75</b>
501-000-200.314	Const Demo Deb						
	AMERICAN GENERAL ROOF	F73810	REFUND DEBRIS DEPOSIT 7/1	198090	08/19/2019	08/19/2019	135.00
	KAWAMURA/KEGAN//	F73217	REFUND CONST/DEMO 5/21/1;	198123	08/19/2019	08/19/2019	15.00
	NGUYEN/ALAN V.//	F/69510	REFUND CONST/DEMO 7/30/1;	198136	08/19/2019	08/19/2019	6,180.00
	NGUYEN/RAY//	F/69803	REFUND CONST/DEMO DEP 8,	198137	08/19/2019	08/19/2019	4,700.00
	SABATASSO/FRANK//	F70212	REFUND CONST/DEMO DEP 1,	198148	08/19/2019	08/19/2019	2,317.80
	WEATHERPROOF RFG	F73857	REFUND CONST/DEMO DEP7/	198164	08/19/2019	08/19/2019	165.00
							<b>13,512.80</b>
501-000-200.315	Green Bldg Stan						
	JUNIOR'S CONSTRUCTION I	F73757	BLDG PERMIT PR20190000751	198122	08/19/2019	08/19/2019	1.00
							<b>1.00</b>
501-000-200.410	Planning Deposit						
	BATRES/REYNA//	F771262	SPR DEPOSIT 18-138AG 12/26,	198096	08/19/2019	08/19/2019	1,813.61
	DEL CID/GUSTAVO//	F73277	SPR 19-50 DEPOSIT 5/28/19	198105	08/19/2019	08/19/2019	1,813.61
	GOTT/JUSTIN//	F/67894	REFUND SPR DEPOSIT 3/13/1;	198116	08/19/2019	08/19/2019	1,813.61
	HARO/JULIEN//	F73274	REFUND SPR 19-48 DEPOSIT	198118	08/19/2019	08/19/2019	1,813.61
	SANDOVAL/CUTBERTO//	F73276	SPR 19-49 DEPOSIT 5/28/19	198066	08/08/2019	08/08/2019	1,813.61
	TALAMENTES/DANIEL//	F771482	SPR 19-04 DEPOSIT 1/8/19	198156	08/19/2019	08/19/2019	1,813.61
							<b>10,881.66</b>
							<b>Total Dept. 000: 39,841.21</b>
							<b>I Fund Deposit/Donations: 39,841.21</b>

Fund: 502 Employee Benefit Trus

Dept: 000

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Check Date	Amount
502-000-200.205	Dental Insurance						
	DELTA DENTAL	BE00 3500106	DENTAL INSURANCE PREMIUM	198106	08/19/2019	08/19/2019	2,658.26
	DELTA DENTAL INS	BE00 3498919	HMO DENTAL INS	198107	08/19/2019	08/19/2019	147.91
							<u>2,806.17</u>
502-000-200.219	Colonial Life Pay:						
	COLONIAL LIFE & ACCIDENT	E7421597-AUG 2019	SECTION 125 PRE TAX-AUG 2019	198102	08/19/2019	08/19/2019	1,214.39
							<u>1,214.39</u>
502-000-200.220	Colonial Life Pay:						
	COLONIAL LIFE & ACCIDENT	E7421597-AUG 2019A	SECTION 125 POST TAX-AUG 2019	198102	08/19/2019	08/19/2019	1,558.41
							<u>1,558.41</u>
502-000-200.228	Vision Care Paya						
	VISION SERVICE PLAN	807201108	VISION PREMIUM AUG. 2019	198162	08/19/2019	08/19/2019	951.82
							<u>951.82</u>
						<b>Total Dept. 000:</b>	<u>6,530.79</u>
						<b>Employee Benefit Trust Fund:</b>	<u>6,530.79</u>
<b>Fund: 503 PRSSC Trust Fund</b>							
<b>Dept: 000</b>							
503-000-200.310	PRSSC- Firework						
	U.S. BANK//						
	224 WATER,ICE & SNACKS FOR PI	198054	08/01/2019	08/01/2019			201.36
							<u>201.36</u>
						<b>Total Dept. 000:</b>	<u>201.36</u>
						<b>I Fund PRSSC Trust Fund:</b>	<u>201.36</u>
						<b>Grand Total:</b>	<u>400,101.63</u>

**MINUTES OF THE  
LAWNDALE CITY COUNCIL REGULAR MEETING  
August 5, 2019**

**A. CALL TO ORDER AND ROLL CALL**

Mayor Pullen-Miles called the meeting to order at 6:00 p.m. in the City Hall council chamber, 14717 Burin Avenue, Lawndale, California.

Councilmembers Present: Mayor Robert Pullen-Miles, Mayor Pro Tem James H. Osborne, Councilmember Daniel Reid, Councilmember Bernadette Suarez

Councilmembers Absent: Councilmember Pat Kearney

Other Participants: City Clerk Rhonda Hofmann Gorman, Interim City Manager Stephen N. Mandoki, City Attorney Tiffany J. Israel, Los Angeles County Sheriff's Department Captain Duane Allen, Community Services Director Mike Estes, Assistant to the City Manager/Human Resources Director Raylette Felton, Municipal Services Director Michael Reyes, Finance Director Marla Pendleton, Community Development Director Sean Moore, Assistant City Clerk Matthew Ceballos and approximately 15 audience members.

**B. CEREMONIALS**

Mayor Pro Tem Osborne led the flag salute and Pastor George Magdalany, Hope Chapel, provided the inspiration.

**C. PUBLIC SAFETY REPORT**

Lieutenant Lio summarized recent law enforcement activities.

**D. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA**

- Jessica Romero, Lawndale Librarian, spoke about upcoming library programs.
- Randal Abram, Resident, spoke about non-profit groups potentially using single family homes for homelessness, potential rental inspection program, and housing issues throughout the City.
- Pam London, Resident, spoke about a rental inspection program within the City, the residential property report, necessity for increased effort in code enforcement, and municipal code amendments.

**E. COMMENTS FROM COUNCIL**

The City Council and staff responded generally to the comments, but did not request placement of any issues on a future meeting agenda.

A dialogue ensued between City Council and Community Development Director Sean Moore regarding care facilities and affordable homes within the City.

City Attorney Tiffany Israel clarified the processing time of code enforcement cases and the issues that affect it such as due process and the court system bogged down with an overflow of cases. A dialogue ensued between the City Council and City Attorney Israel regarding abatement of code enforcement cases.

The dialogue continued between City Council and Director Moore regarding affordable homes and working with developers to increase housing throughout the City.

**F. CONSENT CALENDAR**

1. **Motion to read by title only and waive further reading of all ordinances listed on the agenda**  
Recommendation: that the City Council approve.
2. **Cable Commission Dissolution and Creation of the Media and Technology Advisory Committee**  
Recommendation: that the City Council approve the second reading and adopt Ordinance No.1162-19, amending Chapter 2.40 of the Municipal Code dissolving the Lawndale Cable Commission.
3. **First Amendment to the Contract Services Agreement for Staff Augmentation Services with KOA Corporation**  
Recommendation: that the City Council approve the first amendment to the Contract Services Agreement for Staff Augmentation Services with KOA Corporation.
4. **Authorization to Bid for Traffic Signal Installation and Modification Projects**  
Recommendation: that the City Council approve the project scope of work and authorize staff to advertise project and to solicit bids.
5. **Rescind Mobile Source Reduction Committee Funding Agreement with South Coast Air Quality Management District**  
Recommendation: that the City Council terminate the agreement for the Mobile Source Reduction Committee Grant between the City of Lawndale and the South Coast Air Quality Management District for Compressed Natural Gas (CNG) project funding.
6. **Agreement with Willdan Financial Services for a Development Impact Fee Nexus Study**  
Recommendation: that the City Council authorize and approve an agreement with Willdan Financial Services, in order to allow the completion of a Development Impact Fee Nexus Study, for an amount not to exceed \$31,360.
7. **Updated Authorization to participate in the State Local Agency Investment Fund (LAIF)**  
Recommendation: that the City Council adopt Resolution No. CC-1908-040, authorizing investment of monies in the Local Agency Investment Fund.

**8. Accounts Payable Register**

Recommendation: that the City Council adopts Resolution No. CC-1908-038, authorizing the payment of certain claims and demands in the amount of \$1,013,497.16.

**9. Minutes of the Lawndale City Council Regular Meeting – July 15, 2019**

Recommendation: that the City Council approve.

LAWNDALE HOUSING AUTHORITY

**10. Updated Authorization to participate in the State Local Agency Investment Fund (LAIF)**

Recommendation: that the City Council adopt Resolution No. LHA-1908-01, authorizing investment of monies in the Local Agency Investment Fund.

**11. Minutes of the Housing Authority Regular Meeting – June 17, 2019**

Recommendation: that the Commissioners approve.

**A motion by Mayor Pro Tem Osborne to approve the consent calendar was seconded by Mayor Pullen-Miles and carried by a vote of 4-0 following City Attorney Israel's reading of the title of Ordinance No. 1162-09. Councilmember Kearney was absent.**

**G. PUBLIC HEARINGS**

**12. Update to the Building and Safety Fees for Development for Fiscal Year 2019-2020**

Recommendation: that the City Council: (a) conduct a public hearing to receive testimony regarding the City's Building Code Fee Schedule; and (b) adopt Resolution No. CC-1908-039, Updating the Building and Safety Fees for Development for Fiscal Year 2019-2020.

Mayor Pullen Miles opened the public hearing at 6:53 p.m.

Community Development Director Sean Moore reported on the proposed.

Mayor Pullen Miles closed the public hearing at 6:56 p.m., there being no one wishing to testify.

**A motion by Mayor Pro Tem Osborne to adopt Resolution No. CC-1908-039, Updating the Building and Safety Fees for Development for Fiscal Year 2019-2020 was seconded by Councilmember Reid and carried by a vote of 4-0. Councilmember Kearney was absent.**

**H. ITEMS FROM COUNCILMEMBERS**

**13. Mayor/Councilmember Report of Attendance at Meetings and/or Events**

Councilmember Reid noted the National Night Out event taking place August 6<sup>th</sup> in the civic plaza of the Lawndale City Hall.

Councilmember Suarez attended the L.A. Division Installation Banquet for the League of California Cities, the Centinela Youth Services Board of Directors meeting, and South Bay Cities Council of Governments Directors meeting.

Mayor Pro Tem Osborne spoke about the lack of notification of work being done in the public right-of-way. Requested staff to look into the work being done by third parties and their noticing requirements.

Mayor Pullen-Miles attended the L.A. County Sanitation District meeting, California Joint Insurance Authority annual meeting, and Assemblywoman Autumn Burke's Back-to-School event.

Mayor Pullen-Miles inquired about the progress of the Inglewood Avenue Street Improvement Project, Interim City Manager Stephen Mandoki provided an update.

**I. CLOSED SESSION**

At 7:03 p.m. the City Council entered into closed session.

**14. Conference with Labor Negotiator**

The City Council will conduct a closed session, pursuant to Government Code section 54957.6, with the city manager, the city attorney and the City's negotiators, regarding labor negotiations with Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees.

At 7:21 p.m. the City Council entered back into open session.

**City Attorney Tiffany Israel reported the City Council met in Closed Session to discuss the one item listed on the Closed Session agenda. The City Council was updated on the item number 14 and there was no reportable action taken.**

**J. ADJOURNMENT**

There being no further business to conduct, the mayor adjourned the meeting at 7:22 p.m.

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Robert Pullen-Miles, Mayor

ATTEST:

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Rhonda Hofmann Gorman, City Clerk

Approved: 8/19/2019

## **SOUTH BAY WORKFORCE INVESTMENT BOARD**

11539 Hawthorne Blvd., Suite 500, Hawthorne, CA 90250

Office 310-970-7700; Fax 310-970-7712

### Quarterly Summary of the July 18, 2019 South Bay Workforce Investment Board of Directors Meeting Lawndale

This report summarizes the July 18, 2019, South Bay Workforce Investment Board (SBWIB) meeting activities and program accomplishments during the 4<sup>th</sup> Quarter of Program Year 2018-2019. As you are aware, the South Bay WIB is comprised of representatives from the eleven participating Cities of Lawndale, Inglewood, El Segundo, Hermosa Beach, Hawthorne, Redondo Beach, Carson, Manhattan Beach, Torrance, Lomita and Gardena for the delivery of employment and training services through its One-Stop Business and Career Centers.

\*The SBWIB's 19<sup>th</sup> Annual Blueprint for Workplace Success Youth and Young Adults Job Fair was held on Thursday, May 2, 2019. The Job Fair was open to Young Adults between the ages of 16-24. There were over 80 employers with job openings in attendance. In preparation for the Job Fair, SBWIB staff conducted various Blueprint for Workplace Success workshops at SBWIB One-Stops and Teen Centers. There was more than 800 youth in attendance, 148 were offered employment that day, and 211 were scheduled for second interviews.

\*The South Bay One-Stop Business & Career Center held 7 recruitment fairs during the 4<sup>th</sup> quarter for the following employers: Blue Crew, Inglewood Park Cemetery, Oh My Green, The Serving Spoon, Roscoe's Chicken and Waffles, The Caring Connection and Walmart. Over 163 job seekers attended the recruitment fairs resulting in 35 individuals being offered employment.

\*In the last quarter, South Bay One Stop Business & Career Centers were successfully able to enroll a total of 5 Lawndale residents in both adult and dislocated worker programs, making the year-end total 22.

\*The SBWIB in partnership with Hawthorne High School, Centinela Valley Union High School District, El Camino College and other education and industry partners hosted the 5<sup>th</sup> Annual AMETLL Maker Faire in May at Hawthorne High School. More than 700 students, educators, and community members attended the event. South Bay students joined with

representatives from high tech companies and technical schools to showcase advanced manufacturing techniques, robotics competitions, and STEM related exhibits.

\*Last quarter, the South Bay Workforce Investment Board was awarded \$488,000 by the State of California Employment Development Department through the Veterans' Employment-Related Assistance Program (VEAP). The funding will be utilized to assist unemployed and underemployed veterans with securing rewarding civilian jobs through employment assistance that will include job readiness workshops, on-the-job training, paid work experience, direct job placement, and vocational training that will result in industry recognized certificates.

\*7 youth from the City of Lawndale were enrolled in the WIOA year-round Youth Program this quarter which makes the year-end total 21; these individuals received pre-employment Blueprint for Workplace Success training and access to free occupational training based on their career interest. Other services included paid work experience at a worksite in and around the City of Lawndale.

\*The SBWIB has officially begun the implementation of the Bio-Flex initiative, which is a new innovative project to develop pre-apprenticeship and registered apprenticeship career pathways for the Bioscience industry. Bio-Flex is one component of the Los Angeles County Bioscience Initiative championed by Supervisor Mark Ridley-Thomas. In fact, Supervisor Ridley-Thomas has provided the SBWIB with \$200,000 in funding to develop apprenticeships and implement the program. Additionally, the Los Angeles County Workforce Development, Aging, and Community Services Department along with the California Workforce Development Board both provided \$150,000 to support apprenticeship training, develop additional apprenticeship occupations, and attract participants. Bio-Flex is a cooperative partnership between the SBWIB, the County of Los Angeles, educational institutions, associations, and Bioscience employers that include Bachem, Polypeptide, Protomer Technologies, Sakura, Thermo Fisher Scientific, Takeda, and Freudenberg Medical, to name a few.

\*2 Lawndale Cadets were honored last quarter during the SBWIB's 16<sup>th</sup> Annual Fit for Gold Tutoring and Fitness Academy. During the ceremony the cadets received certificates and medals for their participation and growth. Through the Fit for Gold program, youth had the opportunity to earn \$1,600 by engaging 3<sup>rd</sup>-8<sup>th</sup> grade students in enrichment, mentoring and college-readiness activities after completing 36 hours of training on mentoring,

nutrition, playground activities, as well as homework assistance.

\*South Bay One-Stop Business & Career Centers exited 5 Lawndale residents with employment during the fourth quarter making the year-end total 12.

\*In July, the South Bay WIB once again joined forces with the California Department of Corrections and Rehabilitation's Parole Department and the Employment Development Department to conduct a weeklong Career Pathways 180 Job Preparation Academy, for thirty-seven recently paroled men and women. During the Academy the parolees were provided with intensive pre-employment instruction through the SBWIB's Blueprint for Workplace Success curriculum with an emphasis on overcoming their barriers and preparing for job interviews. The participants also received information on the labor market, housing and child support services and donations of suits and business attire to help prepare them for job interviews. The Academy culminated with a graduation ceremony and a mini job fair with employers that included LA Apparel, Terranea Resort First Transit, CONNEXX Cleaning Services, Aerotek, Los Angeles World Airports, Blue Crew, Rotex and Blue Crew.

\*Last quarter, 6 additional soon to graduate disabled individuals were enrolled in the Disability Employment Accelerator (DEA) program making the year-end total 17. Those enrolled will receive 100 hours of paid work experience and assistance transitioning into employment. In partnership with the Uniquely Aabled Project an additional training in CNC Machining will be provided in the Fall at El Camino College for 18 individuals with high-functioning autism.

\*The SBWIB was awarded a \$1 million grant by EDD to provide job training and employment services to displaced workers who lost their jobs in industries affected by new trade, automation or technological advances. Affected workers will be provided with career counseling, skills assessments, occupational training, paid on-the-job training and other employment services to help them develop the job skills necessary to compete for current and sustainable careers in high-growth and in-demand industries. During the 4<sup>th</sup> quarter 6 displaced workers were enrolled making the year-end total 15.

\*Last quarter, the SBWIB facilitated for 15 South Bay middle and high school students, 3 of whom were from Lawndale High School, to partake in a 2-week program with the National Summer Transportation Institute (NSTI), offered by California State University of Los Angeles' College of Engineering,

Computer Science, and Technology. The NSTI program offered instruction related to STEM and the transportation industry, including three days at Flabob Airport. Of the 15 students, 7 were extended the opportunity to attend a 1-week program at the National Flight Academy (NFA) in Pensacola, Florida. Only 32 students from California and around 200 in the Country are selected to participate in the NFA.

\*As part of the Youth at Work Jobs Program, 6 Lawndale students were recruited for an opportunity to receive paid pre-employment training and 120 hours of paid work experience. Youth had a chance to earn up to \$1,590.

\*16 middle school students participated in the South Bay Workforce Investment Board's 6<sup>th</sup> Annual "A Day in the Life of a College Student" field trip which was held at California State University of Dominguez Hills in July. During the field trip students were provided with a campus tour, informational workshops and also allowed to stay overnight in the dormitories.

\*Last quarter, the U.S. Department of Labor awarded a \$12 million grant to the West Los Angeles College/SBWIB led collaborative to prepare and place 5,000 individuals into pre-apprenticeship and apprenticeship roles in advanced manufacturing with a focus on the Aerospace and Bioscience industries over the next four years nationally under the Growing Advanced Manufacturing Apprenticeships Across America (GAMAAA) program. This grant was the only one awarded to a California applicant and will support training of new hires and incumbent workers. Locally the collaborative will be tasked with placing 1,500 apprentices and pre-apprenticeships. The SBWIB's role will be to generate awareness of the GAMAAA program locally as well as with workforce and employment development organizations in other parts of the nation such as South Carolina and Florida. Companies and participants interested in this opportunity may contact the SBWIB at (310) 970-7700 for additional information.

\*Our totals for the fiscal year reflect 116,102 visits to our South Bay One-Stop Business and Career Centers.

\*On June 21<sup>st</sup>, 14 Local South Bay youth were honored during the SBWIB YouthBuild commencement ceremony for gaining their high school diplomas. SBWIB YouthBuild, is a second chance program designed to assist youth and young adults with obtaining a high school diploma while receiving vocational training in the field of construction.

\*Rapid Response services were provided to 23 South Bay companies that

employ 3,351 individuals who were affected by layoffs/closures during the 4<sup>th</sup> Quarter of Program Year 2018-2019. Staff completed orientations to One-Stop services in addition to information regarding unemployment insurance benefits.

\*During the 4<sup>th</sup> quarter, the South Bay One-Stop Business & Career Center reached out to 21 Lawndale-based employers which resulted in the Center successfully executing 2 on-the-job training contracts. The employers included M3 Services, El Super, Centinela Valley Union High School District, City of Lawndale, Nordstrom's and New Opportunities Charter School. The South Bay One-Stop Business & Career Center will continuously conduct monthly outreach to Lawndale businesses to market SBWIB services available to meet their hiring and business needs.

\*230 Lawndale and Hawthorne youth visited the Hawthorne Teen Center during the fourth quarter.

\*The Hawthorne Teen Center offers Lawndale and Hawthorne Youth Job Club every Thursday from 4pm-6pm to Lawndale youth and young adults between the ages of 16-24. During Job Club participants receive assistance with resume preparation, filling out applications and job leads.

This concludes my oral report. A written summary, along with a report of Program Year 2018-2019's 4<sup>th</sup> quarter activities and accomplishments is being provided for your personal review.

**Committees Activity Report**  
**(Based upon the July 18, 2019, South Bay Workforce Investment Board Meeting)**

**\*Rapid Response Summary of Activity from July 2018 – June 2019:**

Number of Companies Affected	Number of Employees Affected	Number of companies utilizing services	Number of companies not receiving service
23	3,351	23	0

City	Number of Companies Affected	Number of Employees Affected
Inglewood	2	172
Hawthorne	2	603
Lawndale		
El Segundo	6	447
Gardena	1	72
Carson	2	213
Redondo Beach	1	7
Hermosa Beach		
Manhattan Beach		
Torrance	6	304
Lomita		
Los Angeles	3	1,553

**Youth Development Council (YDC) Committee Meeting, May 7, 2019:**

The May 7, 2019, Youth Development Council meeting was called to order at 9:06 a.m. The following information was discussed or acted upon:

The Committee took action to approve the February 5, 2019 Meeting Minutes and the Youth Activity and Performance Report.

Ms. Leni Boorstin provided the Committee with a presentation on the LA Philharmonic YOLA Project and announced that the new facility located in the City of Inglewood should be complete by the Fall of 2020.

The Committee also received a brief presentation regarding the April Army Educator Tour in San Antonio, Texas which was attended by 5 educators representing the South Bay Region.

During the meeting, SBWIB staff members provided updates on activities conducted at the Hawthorne and Inglewood Teen Centers, both Bridge to Work Programs, the Fit for Gold Program, the YouthBuild Program, the LAP3 Initiative and the South Bay Promise Program.

Mr. Robert Chavez shared a slideshow with the Committee that displayed photos taken during the Annual Blueprint for Workplace Success Youth and Young Adults Job Fair held on May 2, 2019 at the Carson Community Center. There was more than 800 youth in attendance, 148 were offered employment that day, and 211 were scheduled for second interviews.

In regards to the Fit for Gold Program, Ms. Elizabeth Belden reported that 45 cadets across the SBWIB 11-city consortium have completed the Tutoring and Fitness Academy and received certificates and medals for their participation and growth during the May 30th Closing Ceremony.

Presidents, Superintendents and Representatives from CSU, Dominguez Hills, El Camino College, West Los Angeles College, Los Angeles Southwest College, the Southern California Regional Occupation Center, Marymount California University, El Segundo, Hawthorne, Centinela Valley, Lennox, and Wiseburn school districts provided the Committee with brief updates on things happening in their districts.

The meeting was adjourned at 10:36 a.m.

**One Stop Policy Committee Meeting, May 28, 2019:**

The May 28, 2019, One Stop Policy Committee meeting was called to order at 9:03 a.m. The following items were discussed or acted upon.

The February 20, 2019 meeting minutes and the 3rd Quarter Summary for Classroom Training Providers Activity reports were approved.

The 4th Quarter Self-Service Activity Report through April 30, 2019 was presented by Mr. Jan Vogel and approved by the Committee as well.

Mr. Michael Trogan provided the disability services update by informing the Committee that a total of 12 individuals out of the enrollment goal of 60 have been enrolled in the Disability Employment Accelerator (DEA) Program. Mr. Trogan stated that enrollments have been difficult due to the strict eligibility requirements so the SBWIB has expanded outreach efforts to post-secondary partners in the area that include El Camino College, Harbor College, LA South West College, West LA College and CSU, Dominguez Hills to ensure that the enrollment goals are met. Under the DEA grant, those enrolled must have a disability and either be a college graduate or on track to graduate. Mr. Trogan also informed the Committee that SBWIB staff meet with the Director of the Westside Regional Center last month to discuss referring clients and merging the DEA program with their paid internship program which will result in the participants being able to earn 800 hours of paid work experience.

The Committee was presented with the SBWIB affiliate sites One-Stop/America's Job Center of California (AJCC) Certification results and recommendations. The certification team consisted of board members, SBWIB staff, and the SBWIB One-Stop Operator. The process included reviewing the affiliate AJCC site applications and performance reports and an on-site review to ensure that the Centers are meeting the Hallmarks of Excellence criteria. Being that the South Bay One-Stop Business and Career Centers achieved the minimum standard of at least a 3 in each of the Hallmarks of Excellence categories, the Committee unanimously approved the AJCC Certification results and recommendations for the affiliate sites.

The South Bay Workforce Investment Board (SBWIB) released a Request for Proposal (RFP) on April 25, 2019, to solicit competitive and qualified proposals to provide Dislocated Worker services, which include Rapid Response & Lay-Off Aversion activities. The SBWIB received one proposal to provide these services from ProPath, Inc./Regenerate California Innovation (RCI) which met the minimum criteria and scored an overall proposal rating of 98%. Being that only one response to the RFP was submitted to the SBWIB, it is considered to be a sole source procurement. Based upon rating results, organizational capacity, and demonstrated performance history, SBWIB staff recommended pursuing the respondent ProPath, Inc./Regenerate California Innovation (RCI) as the selected provider for Dislocated Worker, Rapid Response,

and Layoff Aversion services and activities. After review and discussion, the Committee unanimously approved staff recommendations regarding the Dislocated Worker, Rapid Response, and Layoff Aversion services and activities RFP.

Ms. Justina Munoz provided the Committee with an update on the progress and submission of the amended One-Stop/AJCC Partner Memorandums of Understanding (MOUs).

SBWIB One-Stop Operator Mr. Don Nakamoto provided a brief report on his role as the Operator and the Comprehensive One-Stop partner meetings.

The meeting was adjourned at 9:52 a.m.

**Performance & Evaluation Committee Meeting, May 14, 2019:**

The May 14, 2019, Performance & Evaluation Committee meeting was called to order at 9:00 a.m. The following items were discussed or acted upon:

The February 26, 2019, meeting minutes were reviewed and approved by the Committee.

The WIOA FY 2018/19 3rd quarter expenditure report through March 31, 2019 was approved unanimously, as well as the PY 2018/19 Self-Service and Activity report through March 31st.

Staff member Justina Munoz presented the 3rd Quarter One-Stop Service Providers Report. Ms. Munoz informed the Committee that a Letter of Concern will be issued to the Gardena One-Stop Business and Career Center for low performance outcomes attained under the Adult and Dislocated Worker Programs. After review and discussion, the 3rd Quarter Service Provider and Operating Cities Report was approved unanimously by the Committee.

Ms. Catherine Blaylock presented the 3rd Quarter Vendor Performance Report. Staff recommendations were to place 36 training providers on probation and to place 26 training course on hold. SBWIB staff will send an inquiry letter to the training providers who have demonstrated a placement rate less than 50% in order to allow them an opportunity to work out any discrepancies. Providers that are placed on hold will not receive any more referrals until their placement numbers have improved. After a discussion the 3rd Quarter Vendor Performance Report was approved unanimously by the Committee.

The meeting was adjourned at 9:36 a.m.

**Business & Economic Development Committee Meeting, July 3, 2019:**

The July 3, 2019, Business, Technology and Economic Development Committee meeting was called to order at 9:05 a.m.

The Committee approved the April 3, 2019, Meeting Minutes.

Staff member Catherine Blaylock presented the PY 18-19 4th quarter Rapid Response Activity Report. 23 companies received Rapid Response services through June 30, 2019, with a total of 3,351 employees

affected by layoffs/closures. After review and discussion, the report was approved unanimously by the Committee.

During the meeting the Committee was provided with updates on the Aero-Flex and Bio-Flex Pre-Apprenticeship and Apprenticeship Programs, the Employment Training Panel (ETP) Multiple Employer Contract (MEC), updates made to the Local and Regional Plans, the Blockchain study, and the Broadband initiative.

South Bay Workforce Investment Board (SBWIB) staff also provided the Committee with a brief update on the P3 initiative, the SBWIB will be working on in partnership with 6 other Workforce Development Boards in the region under the Los Angeles Basin Regional Planning Unit (LARPU).

The latest Construction and Utilities Preparation Program (CUPP) report was reviewed by the Committee and reflected that over 875 individuals were hired to work on a construction site or enrolled in an apprenticeship program since the program began in January of 2017.

The meeting was adjourned at 9:58 a.m.

### **Executive Committee Meetings:**

The following are highlights of the May 16, 2019, June 13, 2019, and July 11, 2019, Executive Committee Meetings:

The Executive Committee approved all committee reports and meeting minutes this quarter.

During the May 16th meeting the Executive Committee authorized for staff to reengage with Paylocity, Inc. regarding contract negotiations for payroll services and possibly engaging with ADP, LLC if the Paylocity, Inc. contract negotiations were unsuccessful.

Last quarter, the Executive Committee ratified the One Stop Policy Committee's decision to pursue the respondent ProPath, Inc./Regenerate California Innovation (RCI) as the selected provider for Dislocated Worker, Rapid Response, and Layoff Aversion services and activities,

During the June 13th meeting the Committee approved the AJCC Certification results and recommendations for the affiliate sites.

Last quarter, the Executive Committee unanimously voted to change the Executive Committee meeting time from 10:00 a.m. to 9:30 a.m.

The Executive Committee approved the South Bay Workforce Investment Board July 18, 2019, Meeting Agenda during the July 11th meeting.

During the June 25th Inglewood City Council meeting the Mayor and City Council ratified the following appointments/re-appointments to the Board: Mohammad Naser, Mr. Jamin Gallman, Mr. Muhamad Awadallah, Mr. Tod Sword, Ms. Melissa Jean, Mr. Faisal Hashmi, Ms. Tami Lorenzen-Fanselow, Ms. Tamala Lewis, Ms. Janice Jimenez, Mr. Gregg McClain, Mr. Glenn Grindstaff, Ms. Ellenmary Michel, Ms. Fran Fulton, Michael Brenk, Chris Hannan, Mr. Walter Ahhaitty, and Mr. Wayne Diulio.

This concludes the Executive Committee Report.

# **SOUTH BAY WORKFORCE INVESTMENT BOARD**

## **PY 2018-2019**

### **NUMBER OF INDIVIDUALS SERVED - INFORMATIONAL/SELF SERVICE ONLY**

	<b>PREVIOUS CUMULATIVE REPORT</b>	<b>PREVIOUS MONTH</b>	<b>MONTH OF JUNE</b>	<b>CUMULATIVE PY 18/19</b>
<b>INGLEWOOD, HAWTHORNE, LAWDALE, EL SEGUNDO ONE-STOP BUSINESS AND CAREER CENTER</b>	62682	4406	4344	67026
<b>GARDENA ONE-STOP BUSINESS AND CAREER CENTER</b>	16666	1413	1323	17989
<b>TORRANCE ONE-STOP BUSINESS AND CAREER CENTER</b>	23931	2487	2089	26020
<b>CARSON BUSINESS AND CAREER CENTER</b>	4438	541	629	5067
<b>TOTAL</b>	<b>107717</b>	<b>8847</b>	<b>8385</b>	<b>116102</b>

**ADULT PROGRAM (G201)**

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.			Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		
I. TOTAL CLIENTS	45	46	98%	46	98%	327	222	147%	222	147%	79	60	132%	60	132%	79	79	100%	79	100%	530	407	130%	407	130%	
A. CARRIED IN	21	21		21		94	94		94		16	16		16		23	23		23		154	154		154		
B. NEW	24	25	96%	25	96%	233	128	182%	128	182%	63	44	143%	44	143%	56	56	100%	56	100%	376	253	149%	253	149%	
II. TOTAL EXITS	16					119					45					28					208					
A. UNSUBSIDIZED EMPLOYMENT	13					94					40					26					173					
B. ALSO ATTAINED CREDENTIAL	0					60					8					0					68					
C. % OF PLACEMENT		81%				79%					89%					93%					83%					
D. AVERAGE PLACEMENT WAGE		\$18.37				\$19.64					\$23.55					\$16.86					\$19.61					

Grant (201)

Serving economically disadvantaged adults 18 years and over in the nine cities that comprise the South Bay Workforce Investment Area.

**YOUTH PROGRAM (G301)**

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.			Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		
I. TOTAL CLIENTS	25	25	100%	25	100%	159	156	102%	156	102%	51	49	104%	49	104%	73	77	95%	77	95%	308	307	100%	307	100%	
A. CARRIED IN	11	11		11		73	73		73		25	25		25		44	44		44		153	153		153		
B. NEW ENROLLEES	14	14	100%	14	100%	86	83	104%	83	104%	26	24	108%	24	108%	29	33	88%	33	88%	155	154	101%	154	101%	
II. TOTAL EXITS	11					84					20					7					122					
A. UNSUBSIDIZED EMPLOYMENT	4					45					14					7					70					
B. ENT. TRAINING/POST-SECONDARY	7					32					5					0					44					
C. ATTAINED RECOGNIZED DEGREE	3					20					2					0					25					
D. AVERAGE PLACEMENT WAGE		\$12.24				\$14.18					\$15.19					\$12.46					\$13.52					
YOUTH POSITIVE EXIT RATE		100%				92%					95%					100%					93%					

Grant (301)

Serving low income, in school and out of school youth between the ages of 14 and no more than 21 years of age in the nine cities that comprise the South Bay Workforce Investment Area.

**DISLOCATED WORKER (G501)**

	Gardena					Inglewood					Torrance					Carson				SBWIB TOTAL	Qtr.			Year-End		
	Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		Plan	% Plan	Plan	% Plan		
I. TOTAL CLIENTS	40	40	100%	40	100%	172	167	103%	167	103%	279	191	146%	191	146%	57	53	108%	53	108%	548	451	122%	451	122%	
A. CARRIED IN	20	20		20		84	84		84		103	103		103		22	22		22		229	229		229		
B. NEW	20	20	100%	20	100%	88	83	106%	83	106%	176	88	200%	88	200%	35	31	113%	31	113%	319	222	144%	222	144%	
II. TOTAL EXITS	9					53					109					38					209					
III. TOTAL UNSUBSIDIZED EMPLOYMENT	7					42					88					30					167					
A. RETRAINING	0					18					43					15					76					
ALSO ATTAINED CREDENTIAL	0					19					43					15					77					
B. CALLED BACK WITH EMPLOYER	0					0					0					0					0					
IV. % PLACEMENT (INCL. CALL BACKS)		78%				79%					81%					79%					80%					
V. % PLACEMENT (EXCL. CALL BACKS)		78%				79%					81%					79%					80%					
AVERAGE PLACEMENT WAGE		\$22.00				\$30.73					\$39.18					\$23.54					\$28.86					

Grant (501)

Serving laid off workers; with priority given to those individuals that have been laid-off from employers located in the nine cities that comprise the South Bay Workforce Investment Area.

**ADULT PROGRAM (G201)**

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	45	46	282	155	34	47	9	19	2	1	10	12	1	1	3	2	57	37	8	8	79	79	530	407
A. CARRIED IN	21	21	71	71	16	16	7	7	0	0	3	3	0	0	1	1	11	11	1	1	23	23	154	154
B. NEW	24	25	211	84	18	31	2	12	2	1	7	9	1	1	2	1	46	26	7	7	56	56	376	253
II. TOTAL EXITS	16	16	92	92	18	18	8	8	1	1	4	4	0	0	2	2	35	35	4	4	28	28	208	208
A. UNSUBSIDIZED EMPLOYMENT	13	13	75	75	12	12	6	6	1	1	3	3	0	0	2	2	33	33	2	2	26	26	173	173
ALSO ATTAINED CREDENTIAL	0	0	51	51	7	7	2	2	0	0	1	1	0	0	0	0	7	7	0	0	0	0	68	68
B. OTHER TERMINATION	3	3	17	17	6	6	2	2	0	0	1	1	0	0	0	0	2	2	2	2	2	2	35	35

**YOUTH PROGRAM (G301)**

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	25	25	76	76	58	55	21	21	4	4	8	8	3	2	1	2	35	33	4	4	73	77	308	307
A. CARRIED IN	11	11	23	23	33	33	14	14	3	3	4	4	1	1	1	1	18	18	1	1	44	44	153	153
B. NEW	14	14	53	53	25	22	7	7	1	1	4	4	2	1	0	1	17	15	3	3	29	33	155	154
II. TOTAL EXITS	11	11	48	48	24	24	9	9	3	3	7	7	0	0	1	1	10	10	2	2	7	7	122	122
A. UNSUBSIDIZED EMPLOYMENT	4	4	27	27	13	13	3	3	2	2	5	5	0	0	0	0	7	7	2	2	7	7	70	70
ALSO ATTAINED CREDENTIAL	3	3	11	11	8	8	0	0	1	1	0	0	0	0	0	0	2	2	0	0	0	0	25	25
B. ENT. TRAINING/POST-SECONDARY	7	7	17	17	10	10	5	5	0	0	2	2	0	0	1	1	2	2	0	0	0	0	44	44
C. ATTAINED RECOGNIZED DEGREE	0	0	3	3	1	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5
D. RETURNED TO SCHOOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
E. OTHER EXITS	0	0	1	1	0	0	0	0	1	1	0	0	0	0	0	0	1	1	0	0	0	0	3	3

**DISLOCATED WORKER (G501)**

	Gardena	Year Plan	Inglewood	Year Plan	Hawthorne	Year Plan	Lawndale	Year Plan	El Segundo	Year Plan	Redondo	Year Plan	Hermosa	Year Plan	Manhattan	Year Plan	Torrance	Year Plan	Lomita	Year Plan	Carson	Year Plan	TOTAL SBWIB	Year Plan
I. TOTAL CLIENTS	40	40	103	90	48	53	13	14	8	10	57	57	13	14	21	20	168	80	20	20	57	53	548	451
A. CARRY IN	20	20	50	50	24	24	5	5	5	5	33	33	7	7	10	10	41	41	12	12	22	22	229	229
B. NEW	20	20	53	40	24	29	8	9	3	5	24	24	6	7	11	10	127	39	8	8	35	31	319	222
II. TOTAL EXITS	9	9	29	29	18	18	5	5	1	1	27	27	6	6	7	7	62	62	7	7	38	38	209	209
III. TOTAL UNSUBSIDIZED EMPLOYMENT	7	7	20	20	16	16	5	5	1	1	23	23	6	6	5	5	49	49	5	5	30	30	167	167
A. RETRAINING	0	0	12	6	6	6	0	0	0	0	8	8	2	2	2	2	28	3	3	3	15	15	76	76
ALSO ATTAINED CREDENTIAL	0	0	12	6	6	6	1	1	0	0	8	8	2	2	2	2	28	3	3	3	15	15	77	77
B. READJUSTMENT SERVICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
C. CALLED BACK WITH EMPLOYER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IV. ALL OTHER TERMINATIONS	2	2	9	2	2	2	0	0	0	0	4	4	0	0	2	2	13	2	2	2	8	8	42	42



I. TOTAL CLIENTS	20	73	5	2	12					11	8	1
A. CARRIED IN	0	0	0	0	0					0	0	0
B. NEW	20	73	5	2	12					11	8	1
II. TOTAL EXITS	3	1	3	0	0					5	0	3
UNSUBSIDIZED EMPLOYMENT	1	1	3	0	0					3	0	1
OTHER TERMINATIONS	2	0	0	0	0					2	0	2
I. TOTAL CLIENTS	8	10	0	3	0	17	0	5	0	0	6	2
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0
B. NEW	8	10	0	3	0	17	0	5	0	0	6	2
II. TOTAL EXITS	2	7	0	0	0	0	0	1	0	0	2	0
UNSUBSIDIZED EMPLOYMENT	2	2	0	0	0	0	0	1	0	0	2	0
OTHER TERMINATIONS	0	5	0	0	0	0	0	0	0	0	0	0
I. TOTAL CLIENTS	0	4	16	11	10	19						
A. CARRIED IN	0	0	0	0	0	0						
B. NEW	0	4	16	11	10	19						
II. TOTAL EXITS	0	1	0	0	0	0						
UNSUBSIDIZED EMPLOYMENT	0	1	0	0	0	0						
OTHER TERMINATIONS	0	0	0	0	0	0						
I. TOTAL CLIENTS	0	3	0	0	0	0						
A. CARRIED IN	0	0	0	0	0	0						
B. NEW	0	3	0	0	0	0						
II. TOTAL EXITS	0	2	0	0	0	0						
UNSUBSIDIZED EMPLOYMENT	0	1	0	0	0	0						
OTHER TERMINATIONS	0	1	0	0	0	0						
I. TOTAL CLIENTS	112	11	8	1	111	3		246	PLANNED ENROLLMENT	PERCENT OF PLAN		
A. CARRIED IN	0	0	0	0	0	0		0				
B. NEW	112	11	8	1	111	3		246	499	49%		
II. TOTAL EXITS	7	5	0	3	11	2		28				
UNSUBSIDIZED EMPLOYMENT	5	3	0	1	8	1		18				
OTHER TERMINATIONS	2	2	0	2	5	1		12				
% OF PLACEMENT	71%	60%		33%	73%	50%		64%				
AVERAGE PLACEMENT WAGE	\$15.69	\$12.42	\$0.00	\$16.00	\$13.18	\$16.00		\$14.66				

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

I. TOTAL CLIENTS	0	21	21	12						8		
A. CARRIED IN	0	0	0	0						0		
B. NEW	0	21	21	12						8		
II. TOTAL EXITS	0	0	0	0						0		
UNSUBSIDIZED EMPLOYMENT	0	0	0	0						0		
OTHER TERMINATIONS	0	0	0	0						0		
I. TOTAL CLIENTS	4	0	10	0	0	5	20					
A. CARRIED IN	0	0	0	0	0	0	0					
B. NEW	4	0	10	0	0	5	20					
II. TOTAL EXITS	0	0	0	0	0	0	0					
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0					
OTHER TERMINATIONS	0	0	0	0	0	0	0					
I. TOTAL CLIENTS												
A. CARRIED IN												
B. NEW												
II. TOTAL EXITS												
UNSUBSIDIZED EMPLOYMENT												
OTHER TERMINATIONS												
I. TOTAL CLIENTS	0											
A. CARRIED IN	0											
B. NEW	0											
II. TOTAL EXITS	0											
UNSUBSIDIZED EMPLOYMENT	0											
OTHER TERMINATIONS	0											
I. TOTAL CLIENTS	54	8			39	0				101	50	202%
A. CARRIED IN	0	0			0	0				0		
B. NEW	54	8			39	0				101		
II. TOTAL EXITS	0	0			0	0				0		
UNSUBSIDIZED EMPLOYMENT	0	0			0	0				0		
OTHER TERMINATIONS	0	0			0	0				0		
% OF PLACEMENT												
AVERAGE PLACEMENT WAGE	\$0.00	\$0.00			\$0.00	\$0.00				\$0.00		

Targets Temporary Assistance to Needy Families, TANF participants; and places them into Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.

GRANT PERIOD: 07/01/2018 TO 06/30/19

REPORT PERIOD: 07/01/18 TO 6/30/2019

HOMELESS INITIATIVE

<b>I. TOTAL CLIENTS</b>	<b>METRO NORTH WORKSOURCE CTR</b>	<b>102</b>	<b>UNION STATION HOMELESS SRVS</b>	<b>38</b>	<b>LAI/SOUTHEAST LA CRENSHAW</b>	<b>65</b>	<b>JVS ANTELOPE VALLEY</b>	<b>21</b>	<b>JVS PALMDALE</b>	<b>6</b>	<b>PAGE TOTALS</b>	<b>232</b>	<b>0</b>	<b>232</b>	<b>116%</b>		
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0						0	0
B. NEW	102	38	65	21	6	6	6	6	6	6						6	6
<b>II. TOTAL EXITS</b>	<b>7</b>	<b>3</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>PAGE TOTALS</b>	<b>36</b>	<b>7</b>	<b>5</b>	<b>19%</b>		
UNSUBSIDIZED EMPLOYMENT	2	3	2	0	0	0	0	0	0	0						0	0
OTHER TERMINATIONS	5	3	24	0	0	0	0	0	0	0						0	0
% OF PLACEMENT	29%	100%	8%	0	0	0	0	0	0	0						19%	19%
AVERAGE PLACEMENT WAGE	\$ 16.63	\$ 13.00	\$ 16.60													\$ 11.08	\$ 11.08

The program is part of a countywide homeless initiative to target eligible CalWORKs families to participate in the Transitional Subsidized Employment (TSE) programs to improve their ability to become self-sufficient and retain housing. Program services will include paid work experience, specialized work experience, on-the-job training and classroom training.

GRANT PERIOD: 07/01/2018 TO 06/30/19

REPORT PERIOD: 07/01/18 TO 6/30/2019

SHORT TERM VOCATIONAL TRAINING SPECIAL (TECHNICAL)

<b>I. TOTAL CLIENTS</b>	<b>GARDENA</b>	<b>0</b>	<b>INGLEWOOD</b>	<b>14</b>	<b>CARSON</b>	<b>18</b>	<b>CENTRAL SAN GABRIEL VALLEY GOODWILL</b>	<b>9</b>	<b>FOOTHILL</b>	<b>10</b>	<b>HUB CITIES CONSORTIUM</b>	<b>26</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>PAGE TOTALS</b>	<b>77</b>	<b>0</b>	<b>77</b>	<b>154%</b>			
A. CARRIED IN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0						0	0	0
B. NEW	0	14	18	9	10	26	0	0	0	0	0	0	0	0	0	0	0						0	0	0
<b>II. TOTAL EXITS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>PAGE TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>				
UNSUBSIDIZED EMPLOYMENT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					0	0	0	
OTHER TERMINATIONS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0					0	0	0	
AVERAGE PLACEMENT WAGE																						\$ -			

Targets Temporary Assistance to Needy Families, TANF participants; and places them into short-term vocational training programs in an effort to obtain employment and long term self-sufficiency. Planned Enrollments are based on individual need and available funds.

I. TOTAL CLIENTS	L.A. CITY COLLEGE	54	EAST L.A. COLLEGE	45	EL CAMINO /COMPTON	17	L.A. MISSION COLLEGE	20	L.A. PIERCE COLLEGE	27	L.A. SOUTHWEST COLLEGE	11	LONG BEACH CITY COLLEGE	19	WEST L.A. COLLEGE	17		0	0	0	0
A. CARRIED IN		0		0		0		0		0		0		0		0		0	0	0	0
B. NEW		54		45		17		20		27		11		19		17		0	0	0	0
II. TOTAL EXITS		0		0		0		0		0		0		0		0		0	0	0	0
UNSUBSIDIZED EMPLOYMENT		0		0		0		0		0		0		0		0		0	0	0	0
OTHER TERMINATIONS		0		0		0		0		0		0		0		0		0	0	0	0

I. TOTAL CLIENTS	0	0	0
A. CARRIED IN	0	0	0
B. NEW	0	0	0
II. TOTAL EXITS	0	0	0
OTHER TERMINATIONS	0	0	0

<b>PAGE TOTALS</b>	I. TOTAL CLIENTS	210	PLANNED ENROLLMENT	75	PERCENT OF PLAN	280%
	A. CARRIED IN	0				
	B. NEW	210				
	II. TOTAL EXITS	0				
	UNSUBSIDIZED EMPLOYMENT	0				
	OTHER TERMINATIONS	0				
% OF PLACEMENT	0%					
AVERAGE PLACEMENT WAGE	\$0.00					

Targets Calworks participants/Individuals whose families are on Public Assistance; enrolled in Community Colleges; and places them into a Paid Work Experience activity. Participants are placed at worksites that are either Public or Non-Profit in an effort to obtain unsubsidized employment and long term self-sufficiency.





LA COUNTY PROBATION EMPLOYMENT SERVICES - GRANT 962

REPORT PERIOD: 07/01/18 TO 6/30/2019

GRANT TERM: 07/01/18 TO 6/30/2019

ENROLLMENTS/ASSESSMENTS  
 BLUEPRINT/EMPLOYMENT  
 RETENTION MONTHS

CLUSTER 2/AREA1 INGLEWOOD/LOS ANGELES	Enrolled	Qrt Plan	% Plan	Year Plan	% of Plan
	23	36	64%	48	48%
4	23	17%	31	13%	
7	40	18%	55	13%	

Serving Probation Youth, 16-18 years of age, in Area 1 (Inglewood/Culver City/Florence) and Area 2 (Gardena/Carson/Compton/Lynwood).

YOUTHBUILD

REPORT PERIOD: 08/01/17 TO 6/30/2019

GRANT TERM: 09/01/2017 TO 12/31/2020

ENROLLMENTS  
 EDUCATION & EMPLOYMENT  
 -Education (Obtained High School Diploma)  
 -Entered Employment  
 ATTAINMENT OF DEGREE/CERTIFICATE  
 LITERACY & NUMERACY ATTAINMENT  
 RETENTION  
 RECIDIVISM

YOUTHBUILD	Enrolled	Planned Services	% of Plan
	60	62	97%
27	43	62%	
19			
8			
29	47	62%	
18	36	50%	

Effective 9/1/18, the South Bay WIB, Inc., is both the administration/fiscal agent and program operator to the YouthBuild Programs and Partnerships. The program partnerships include the Century Center for Economic Opportunity, Inc. (CCEO) which has now merged under the SBWIB, Inc. and Habitat for Humanity of Greater Los Angeles as the housing partner. The SBWIB YouthBuild program will provide educational, occupational skills training in construction and leadership skills to disadvantaged youth ages 16-24 years residing in targeted

**CONSTRUCTION WORKFORCE PILOT (CALTRANS)**

**GRANT TERM: 9/1/2018 TO 8/31/2019**

**REPORT PERIOD: 09/01/2018 - 6/30/2019**

Enrollment into Construction Pre-Apprentice Program Training  
Completion of Construction Pre-Apprentice Program Training  
Placements

CALTRANS	Enrolled	Year Plan	% of Plan
	52	50	104%
52	40	130%	
38	37	103%	

Pilot project with Caltrans to connect classroom training in construction, supportive services and job development activities; co-enrollment with WIOA programs to maximize services and outcomes.

**CAI #2 – WEST LA COLLEGE (pre apprenticeship)**

**GRANT TERM: 01/18/2018 TO 01/31/2020**

**REPORT PERIOD: 07/18/2018 - 6/30/2019**

ENROLLMENTS (100%)  
ENROLLED INTO EDUCATION OR TRAINING  
ATTAINMENT OF CREDENTIAL/CERTIFICATE  
PENDING COMPLETION

CAI - WLA PA	Enrolled	Year Plan	% of Plan
	86	100	86%
86	100	86%	
32	100	32%	
54	100	54%	

To design, develop and implement the Aero-Flex Apprenticeship Program and to enroll 100 pre apprentices.

## YEAR-ROUND YOUTH EMPLOYMENT PROGRAM

GRANT TERM: 7/1/2018 TO 6/30/2019

REPORT PERIOD: 7/01/18 TO 6/30/2019

	TOTAL	Enrolled	Plan	% of
				Grant Plan
<b>TOTAL ENROLLMENTS</b>		297	325	91%
CALWORKS		95	135	
NCC (Low Income)		103	95	
FOSTER YOUTH		23	16	
PROBATION YOUTH		7	15	
SYSTEM INVOLVED YOUTH (New)		69	64	

The Youth Employment Program (also referred to as the Summer Jobs Programs) provides eligible youth ages 14-21 with paid work experience and education support year-round and during school breaks.

## FAMILIES FIRST

GRANT TERM: 7/1/2018 TO 6/30/2019

REPORT PERIOD: 7/01/2018 TO 6/30/2019

	PY18-19	Enrolled	Year Plan	% of Plan
<b>ORIENTATIONS/WORKSHOPS (GROUP)</b>		10	10	100%
<b>INDIVIDUAL MEETINGS</b>		20	20	100%
<b>JOB REFERRALS / INTERVIEWS</b>		22	15	147%
<b>JOB READINESS / RESUME COMPLETION</b>		16	20	80%

The South Bay WIB, Inc., will provide job development staff support and services to Family First Charter School students at the Century Regional Detention Facility. Job Development services will include job readiness workshops, one-on-one interviewing and counseling, job match and referrals to employment and worksites, progress monitoring and follow-up.

## DISABILITY EMPLOYMENT ACCELERATOR (DEA)

GRANT TERM: 4/01/2018 TO 12/31/2019

REPORT PERIOD: 04/01/2018 TO 6/30/2019

	Enrolled	Year	% of
		Plan	Plan
REFERRALS (100%)	24	24	100%
PENDING INTAKE/ASSESSMENT (100%)	3	3	100%
ENROLLMENTS (100%)	11	60	18%
ENROLLED INTO EDUCATION OR TRAINING	11	42	26%
ATTAINMENT OF CREDENTIAL/CERTIFICATE	0	30	0%
ENTERED EMPLOYMENT RATE	0	30	0%
AVERAGE WAGE AT EMPLOYMENT	0	\$ 12.00	0

In partnership with El Camino College (ECC) and Los Angeles Harbor College (LAHC), the project will target individuals with disabilities including, but not limited to, the following: mobility impaired, developmentally delayed learner, learning disabled, and other disabilities including Autism, Attention Deficit Hyperactivity Disorder, Tourette's Syndrome, and others. From the target population a total of 60 Persons with Disabilities (PWD) will be enrolled and receive a pre and registered apprenticeship, PWEX, OJT or training as a CNC (Computer Numerical Control) Machine Operator.

## CALIFORNIA VIOLENCE INTERVENTION &amp; PREVENTION (CaVIP)

GRANT TERM: 5/01/2018 TO 4/30/2020

REPORT PERIOD: 05/01/2018 TO 6/30/2019

	Enrolled	Year	% of
		Plan	Plan
REFERRALS (100%)	83	83	100%
RISK ASSESSMENT (100%)	35	35	100%
PENDING INTAKE/PARENT APPT. (100%)	0	0	#DIV/0!
ENROLLMENTS (100%)	35	100	35%
INTEVENTION WORKSHOPS/WORK READINESS PREPARATION	28	50	56%
PAID WORK EXPERIENCE, INTERNSHIP OR OJT	14	50	28%
FOLLOW-UP SERVICES FOR 12 MONTHS	2	80	3%

This project will provide services to Inglewood youth that are disproportionately affected by violence and will receive evidence-based services for diversion, restorative justice, and employment opportunities through the Inglewood Community and Regional Engagement Violence Intervention and Prevention (I-CARE VIP) collaboration. The project will serve 100 youth ages 14-18 and provide preventive and diversion activities, case management along with paid pre-employment training, paid work experience and job search assistance.

CALIFORNIA CAREER PATHWAYS GRANTS  
GRANT TERM: 09/01/2018 TO 6/30/2019

REPORT PERIOD: 09/01/2018 TO 6/30/2019

	Activities	Qrt.	%	Year	% of
		Plan	Plan	Plan	Plan
OPPORTUNITIES OFFERED COMPANY TOURS GUEST SPEAKERS INTERNSHIP EVENT VENDORS	103	85	121%	85	121%
	11	4	275%	24	46%
	16	4	400%	39	41%
	3	15	20%	20	15%
	134	85	158%	85	158%

SBWIB will provide work-based learning support to Centinela Valley Union High School District's nine academies and two career pathways. SBWIB will outreach to employers, engage in work based learning activities, which include guest speaking, providing opportunities for job shadowing, company tours, hosting interns, or serving as an advisory board member. Other activities will include participation in activities such as Career Day and Maker Faire.

HOMELESS LA RISE (REGIONAL)

GRANT TERM: 07/01/2018 TO 6/30/2019

REPORT PERIOD: 07/01/2018 TO 6/30/2019

	Activities	Qrt.	%	Year	% of
		Plan	Plan	Plan	Plan
ENROLLMENTS EMPLOYMENT EMPLOYMENT RATE - 2ND QRT AFTER EXIT EMPLOYMENT RATE - 4TH QRT AFTER EXIT	34	27	126%	27	126%
	6	6	100%	6	100%
	0	10	0%	20	0%
	0	3	0%	12	0%

Effective 10/01/18, SBWIB will serve 18 and over Homeless Individuals through a Transitional Subsidized Employment Program leading towards Unsubsidized employment in the competitive marketplace that is along an articulated career pathway.

ETP - MEC

GRANT TERM: 08/01/2018 TO 07/31/2020

REPORT PERIOD: 08/01/2018 TO 6/30/2019

EMPLOYER PARTNERS  
ENROLLMENTS (100%)  
RETENTION IN EMPLOYMENT  
AVERAGE WAGE AFTER EMPLOYMENT

ETP - MEC	Enrolled	Year Plan	% of Plan
	15	15	100%
486	216	225%	
91	97	94%	

To reimburse training costs to employers from the Employment Training Panel Fund.

LA County WDACS (Bio-Flex)

GRANT TERM: 09/14/2018 TO 12/31/2019

REPORT PERIOD: 09/14/2018 TO 6/30/2019

PRE APPRENTICE ENROLLMENTS  
ENROLLED INTO EDUCATION OR TRAINING  
ATTAINMENT OF CREDENTIAL/CERTIFICATE

WDACS BIO-FLEX	Enrolled	Year Plan	% of Plan
	0	30	0%
0	30	0%	
0	30	0%	

For training and On the Job Training (OJT) services to support participants involved in the Bio-Flex Pre Apprenticeship Pilot

BOS Mark Ridley Thomas (Bio-Flex)

GRANT TERM: 10/01/2018 TO 12/31/2019

REPORT PERIOD: 10/01/2018 TO 5/31/2019

ENROLLMENTS (100%)  
ENROLLED INTO EDUCATION OR TRAINING  
ATTAINMENT OF CREDENTIAL/CERTIFICATE

MRT BIO-FLEX	Enrolled	Year Plan	% of Plan
	42	10	420%
42	10	420%	
1	10	10%	

Grant funds received from the District Supervisor Mark Ridley-Thomas to develop Bio-Flex Apprenticeship career pathways

**25% WIOA DISLOCATED WORKER ADDITIONAL ASSISTANCE GRANT**

**GRANT TERM: 10/01/18 TO 4/30/20**

**REPORT PERIOD: 10/01/2018 TO 6/30/2019**

	Grant Plan	
I. TOTAL CLIENTS		181
A. ENROLLED	72	40%
B. NEW	0	
C. TRAINING	45	
D. OJT	3	
E. Pre-Apprenticeship/Apprenticeship	0	
SBWIB TOTALS	6	
II. TOTAL EXITS	3	
III. TOTAL UNSUBSIDIZED EMPLOYMENT	0	
A. RETRAINING	0	
ALSO ATTAINED CREDENTIAL	0	
B. CALLED BACK WITH EMPLOYER	0	
IV. % PLACEMENT (INCL. CALL BACKS)	50%	
V. % PLACEMENT (EXCL. CALL BACKS)	50%	
AVERAGE PLACEMENT WAGE	\$ 28.75	

The South Bay Rapid Reemployment project has been approved to assist 181 dislocated workers and veterans who have been laid off or separated from military to receive employment and job training services. Dislocated workers have been identified from selected employers faced with substantial layoffs or closure.

**TRADE & ECONOMIC TRANSITION NDWG (TET)**

**GRANT TERM: 10/01/18 TO 9/30/20**

**REPORT PERIOD: 10/01/2018 TO 6/30/2019**

	Grant Plan	
I. TOTAL CLIENTS		130
A. ENROLLED	90	69%
B. NEW	0	
C. TRAINING	49	
D. OJT	3	
E. Pre-Apprenticeship/Apprenticeship	0	
SBWIB TOTALS	3	
II. TOTAL EXITS	3	
III. TOTAL UNSUBSIDIZED EMPLOYMENT	0	
A. RETRAINING	0	
ALSO ATTAINED CREDENTIAL	0	
B. CALLED BACK WITH EMPLOYER	0	
IV. % PLACEMENT (INCL. CALL BACKS)	100%	
V. % PLACEMENT (EXCL. CALL BACKS)	100%	
AVERAGE PLACEMENT WAGE	\$ 49.49	

The South Bay TET project has been approved to assist 130 dislocated workers that have been laid off due to economic conditions to receive employment and job training services.

## Teen Center Attendance Report -4th Quarter

### April 1, 2019- April 30, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	1	111	112
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>111</b>	<b>112</b>

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	1	1
Hawthorne	0	60	60
Lawndale	0	2	2
Gardena	0	2	2
Torrance	0	1	1
<b>TOTAL</b>	<b>0</b>	<b>66</b>	<b>66</b>

### May 1, 2019- May 31, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	0	100	100
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>100</b>	<b>100</b>

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	0	0
Hawthorne	0	84	84
Lawndale	0	3	3
Gardena	0	5	5
Torrance	0	0	0
<b>TOTAL</b>	<b>0</b>	<b>92</b>	<b>92</b>

### June 1, 2019- June 30, 2019

Inglewood Teen Center	New	Returning	Total
Inglewood	3	67	70
Hawthorne	0	0	0
Lawndale	0	0	0
Gardena	0	0	0
<b>TOTAL</b>	<b>3</b>	<b>67</b>	<b>70</b>

Hawthorne Teen Center	New	Returning	Total
Inglewood	0	68	68
Hawthorne	1	0	1
Lawndale	0	2	2
Gardena	0	1	1
Torrance	0	0	0
<b>TOTAL</b>	<b>1</b>	<b>71</b>	<b>72</b>

<b>QUARTER TOTAL VISITS</b>	<b>Qurater 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	<b>Total</b>
Inglewood Teen Center	243	342	348	282	1045
Hawthorne Teen Center	172	206	186	230	630

# DAILY BREEZE

Local News

## South Bay students soar high for National Summer Transportation Institute program



South Bay students fly airplanes as part of their program in the National Summer Transportation Institute after learning about the transportation industry. Program concluded with graduation dinner Monday, July 15, 2019. (Courtesy of National Summer Transportation Institute)

By [Staff report](#) |

PUBLISHED: July 23, 2019 at 11:18 am | UPDATED: July 25, 2019 at 8:59 am

A select group of South Bay middle and high school students took to the skies at the Flabob Airport in Riverside earlier this month during a two-week program with the National Summer Transportation Institute.

The program — put on by Cal State Los Angeles' College of Engineering, Computer Science, and Technology from June 27 to July 15 — offered instructional classes on STEM and the transportation industry to students from the Inglewood Unified and Centinela Valley Union High school districts, in partnership with the South Bay Workforce Investment Board.

The program included a three-day visit to Flabob Airport.

STEM stands for science, technology, engineering and math.

Students learned about the necessary forces for flight, such as wind adjustments, plane components and understanding flight instruments. Demonstrating what they've learned, students joined with an instructor to fly an airplane around the airport's adjacent mountain.

SBWIB's Executive Director, Jan Vogel said, "Their experience doesn't end here, eight of these students will be going to Pensacola, Florida for the National Flight Academy. They were selected among 200 other students in the Country, that's really big!"

The program ended with a graduation dinner July 15 to congratulate students for their efforts and to present them with certificates for competing the program.

*Editor's note: The name of the airport is Flabob Airport. An earlier version of this story incorrectly spelled the airport's name. The story has been updated.*

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# EMPLOYMENT PROGRAMS FOR VETERANS

**\*Call for eligibility criteria**

Providing career services, industry based training and employment programs to those who have served in the military in need of employment and transition support into high growth well paid careers.

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- Transition Assistance
- Job Search Assistance
- Interview Techniques
- Access to computers
- Resume Preparation
- Job Placement
- Computer Training
- Career Counseling
- Hands-on work experience
- Workshops
- Recruitments
- Assessments

**\*Additional services for the homeless and Spouses**



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110 S. La Brea Ave.  
Inglewood, CA 90301  
(310) 680-3700

Torrance One Stop  
1220 Engracia Ave.  
Torrance, CA 90501  
(310) 680-3830

Gardena One Stop  
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Gardena, CA 90247  
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801 E. Carson St.  
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# South Bay One-Stop Business & Career Centers



**No Cost Services**

**Be Our Next Success Story**

## **Business Services**

- Hiring Support
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- Customized Training
- Rapid Response
- Layoff Aversions
- Apprenticeships

## **Adult Services**

- Job Placement
- On-the-Job Training
- Veteran Transition
- Apprenticeship
- Career Pathways 180
- Dislocated Worker

## **Youth Services**

- Summer Jobs Program
- Teen Centers
- Pre-Apprenticeship
- College Preparation
- Blueprint for Workplace Success Training



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Gardena, CA 90247  
(310) 538-7070

### **Torrance One-Stop**

1220 Engracia Ave.  
Torrance, CA 90501  
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# SBWIB YouthBuild



**Earn  
While You  
Learn**

## Empower Yourself and Build A Stronger Community To Apply

Visit: [sbwib.org/youthbuild](http://sbwib.org/youthbuild)

Phone: (310) 225-3060; 5021 Lennox Blvd. Lennox, CA 90304

Are you between the **ages of 16 and 24 years old** and need a high school diploma?

### Are you interested in:

- 🔺 Learning the skills necessary to enter the workforce and go to college?
- 🔺 Continuing your education after high school and completing college?
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### Receive:

- 🔺 Job readiness and training in construction
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- 🔺 Leadership development/life skills training
- 🔺 Job placement and college placement



**South Bay One-Stop Business & Career Centers**

Email: [info@sbwib.org](mailto:info@sbwib.org)



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This project is funded in part (75%) by a \$1,100,000 grant awarded under the U.S Department of Labor-Employment & Training Administration's YouthBuild programs. This program is an equal opportunity employer. Auxiliary aids and services available upon request by calling in advance to CRS 1-800-735-2922.



# SBWIB YouthBuild



**Gana \$\$  
Mientras  
Aprendes**

## Empodérate y Construye Una Comunidad Más Fuerte Para Aplicar

Visita: [sbwib.org/youthbuild](http://sbwib.org/youthbuild)

Teléfono: (310) 225-3060; 5021 Lennox Blvd. Lennox, CA 90304

¿Tienes entre **16 y 24 años** y necesitas un diploma de escuela secundaria?

### Te interesa:

- 🔸 ¿Aprender las habilidades necesarias para ingresar a la fuerza laboral e ir a la universidad?
- 🔸 Continuar tu educación después de la secundaria y completando la universidad?
- 🔸 Oportunidades de Pre-aprendizajes

### Recibe:

- 🔸 Preparación laboral y capacitación en construcción
- 🔸 Habilidades de preparación universitaria
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**South Bay One-Stop Business & Career Centers**

Correo electrónico: [info@sbwib.org](mailto:info@sbwib.org)



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Este proyecto está financiado en parte (75%) por una subvención de \$ 1,100,000 otorgada bajo los programas YouthBuild de la Administración del Departamento de Trabajo-Empleo y Capacitación de EE. UU. Este programa es un empleador que ofrece igualdad de oportunidades. Ayudas y servicios auxiliares disponibles a pedido llamando por adelantado al CRS 1-800-735-2922.

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### Aero-Flex Pre-Apprenticeship

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- Connect with top employers ready to hire
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- Continue to college, a registered apprenticeship, and/or employment

### Aerospace Engineering Apprenticeship

- Gain on-the-job training
- Get **paid employment**
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- Complete a baccalaureate degree
- Opportunity to graduate employed

**First in the Nation!**

### Employers

- Build your workforce pipeline of engineers
- Flex curriculum to your needs
- Build a flexible, dynamic workforce with common skill base
- A Nationwide Program
- Access to pool of candidates with work-readiness and entry-level technical skills
- Employer-defined training plan
- Obtain funding to support training
- Scale program throughout the organization

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**Contact us:** [info@sbwib.org](mailto:info@sbwib.org); (310) 970-7700 • **Visit:** [www.sbwib.org/aero-flex](http://www.sbwib.org/aero-flex)

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## Priority services for:

- ★ Four year college juniors, seniors and recent college graduates
- ★ Community college students and recent AA graduates

## Eligibility Requirements:

- ★ Have the right to work in the U.S.
- ★ Persons with disabilities, seen or unseen

## Program Design:

- ★ Paid work readiness training
- ★ Up to 100 hours of paid work experience
- ★ Resume assistance and job placement

SKILLS

OPPORTUNITY

GOAL

MENTOR

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\$1,500!**



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## For more information contact

**Shanna Frappier**

South Bay Workforce Investment Board

Email: [sfrappier@sbwib.org](mailto:sfrappier@sbwib.org)

Phone: (310) 970-7700



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# South Bay Watch

Summer 2019

A quarterly bulletin to inform local leaders of subregional progress and alert them to emerging issues

Published by the South Bay Cities Council of Governments

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## SBCCOG PROUDLY ANNOUNCES THE CREATION OF THE SOUTH BAY FIBER NETWORK

For the last three years and with the help of funding from the South Bay Workforce Investment Board and Supervisor Mark Ridley-Thomas' office, the SBCCOG has led an initiative to bring a fiber network to the South Bay that would allow cities to get faster internet access at lower prices. With the technical assistance of Magellan Advisors, a feasibility study was conducted and a request for proposals (RFP) was issued in June 2018.

Four (4) firms responded to the RFP. With the involvement of the city Information Technology Directors, the American Dark Fiber team (ADF) was unanimously selected. They proposed providing a ring passing all of the South Bay City Halls as well as laterals connecting each site to the ring. ADF surveyed 52 sites based on city interest in order to develop a cost for the ring and laterals.

Two costs were identified, including a monthly recurring cost for internet service, and a capital cost to assemble the fiber-optic ring from wholesale providers, close fiber-optic gaps with new construction, and build laterals for cities/agencies.

The SBCCOG did not believe that, as interested as the cities were in this project, they would have the funding to cover the capital cost. Since a fiber network will be required for real-time traffic

management, a range of road sensors, connected vehicles and many other important transportation applications, SBCCOG applied to Metro for Measure M Sub-regional funds to cover all of the capital costs for agencies participating in the initial "Phase 1" part of the project. SBCCOG has been allocated approximately \$250 million in Measure M Sub-regional funds for the next 5 years and after the cities made their requests for projects, there was still approximately \$125 million available

for the network. The SBCCOG request for the capital construction of the fiber network was for \$4.4 million, which included additional funding for legal services and program management. After several months of negotiating with Metro, SBCCOG's request was approved at the April Metro Board meeting. Additionally, Metro has asked that our fiber ring network be connected to the regional traffic network so that agencies on the ring will be able to have real-time traffic data as soon as the project is implemented - an additional bonus!

The monthly cost for the SBCCOG network is the same or lower than cities are currently paying for less service. A minimum of 1 gigabit of service will cost \$1000/month but this price will go down if more than 55 sites participate. Service is also available for 2, 5 and 10 gigabits. A minimum of 35 sites are required for the project to move forward.

SBCCOG is now confirming the final sites and addresses with each city and several outside agencies - the South Bay Workforce Investment Board, Beach Cities Health District, LA BioMed, West Basin Municipal Water District, LA Metro and the County Department of Public Works.

**Continued on Page 2**



# Food for Thought

## THE IMPACTS OF BLOCKCHAIN ON THE SOUTH BAY ECONOMY

By Chris Cagle – Regional Affairs Manager, South Bay Workforce Investment Board

Most people have heard of Bitcoin and maybe even own some cryptocurrency themselves. Few, however, know much about the underlying technology called Blockchain.

Not only is Blockchain the underlying technology behind cryptocurrencies, it also provides solutions for many other applications that are having global impacts. Blockchain is basically software that keeps track of things. Keeping track of information is a primary function of business and because Blockchain can accomplish this in a way that can be transparent, immutable and secure, the technology offers many powerful solutions for business and society.

Recently the South Bay Workforce Investment Board (SBWIB) with Cal State University - Dominguez Hills, did a study of Blockchain and potential impacts on the South Bay Economy. The report outlined many uses of the technology and highlighted several areas that governments could potentially use it, from managing voting records, to accepting tax payments with cryptocurrencies, to emergency management. Blockchain technology has the potential to reduce the cost and increase the accuracy, speed, and safety of recordkeeping at all levels of government, while providing transparency to the public. South Bay governments have the opportunity to be early adopters of this technology and hence benefit, while other regions lag behind.

Some interesting use cases are emerging now that may offer additional advantages to the South Bay region and are worth considering. In Europe for example at Jaguar Land Rover, they are working on a solution that would offer crypto tokens as rewards to drivers who participate in a transportation traffic calming program. Drivers earn cryptocurrency tokens while they drive. Cars are outfitted with a device that monitors their driving habits, it also detects road hazards and provides information about traffic jams, potholes and other details. The data is transmitted to a location where it can be analyzed to provide statistics for transportation planning or used in real time to synchronize signals to improve traffic flow. Drivers earn rewards for participation in the form of crypto tokens that can be redeemed to pay for various things such as toll road expenses, parking fees, car pool lane costs or possibly a train ticket or a bus pass or even to pay for charging fees for their electric vehicle.

It is usually a challenge to get the public at large to cooperate with new traffic calming initiatives and various other things such as telecommuting and ride sharing, but a system providing incentives to participate may produce positive results. Earning tokens and paying for tolls happens automatically and consumers can track their reward earnings and debits with an app on their phone. Using Blockchain to create a crypto token to transfer value in the form of a reward may be one of the more interesting and practical uses of the technology that could be used by local governments and regional agencies.

A system like the above is possible because Blockchain and token technology allow transfers in small micro payments at little to no cost. Cryptocurrencies make this possible. The system above also ties into the idea of Smart Cities and includes the vehicle itself playing a role in the gathering of traffic data. The South Bay Fiber Network (SBFN) project the SBCCOG is developing could provide the infrastructure the system would run on. SBFN aims to ensure the South Bay region has the Broadband infrastructure needed to stay globally competitive and to facilitate Smart-City services.

To ensure the South Bay region remains at the forefront of innovation, it is important that we understand the dynamics of Blockchain and prepare for the future happening now.

To view the SBWIB Blockchain report and find links to information referenced above please visit [www.sbwib.org/blockchain](http://www.sbwib.org/blockchain)

## CALENDAR

All meetings are open to the public

### August

- 6 GIS Working Group
- 12 Transportaton Committee Steering Committee
- 14 Infrastructure Working Group
- 22 **Board of Directors\***

### September

- 3 GIS Working Group
- 4 Homeless Services Task Force
- 9 Transportaton Committee Steering Committee
- 11 Infrastructure Working Group
- 24 Seniors Services Working Group
- 26 **Board of Directors\***  
Energy Management Working Group

### October

- 1 GIS Working Group
- 9 Infrastructure Working Group
- 10 Legislative Briefing
- 14 Transportaton Committee Steering Committee
- 24 **Board of Directors\***  
Energy Management Working Group

Contact [Jacki@southbaycities.org](mailto:Jacki@southbaycities.org) for further information.

\*For Board meeting location see SBCCOG website:  
<http://southbaycities.org/committees>  
(Board of Directors)

Published 7/25/19

**The quarterly South Bay Watch is available electronically by email or at [www.southbaycities.org](http://www.southbaycities.org). To receive by email, please send your email address to [sbccog@southbaycities.org](mailto:sbccog@southbaycities.org)**



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Home » Business » This Article

# West L.A. College Part of \$12 Million Grant for Apprentice Program

POSTED BY CONTRIBUTING EDITOR ON JULY 15, 2019 IN BUSINESS | 56 VIEWS | LEAVE A RESPONSE

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West Los Angeles College in Culver City and the South Bay Workforce Investment Board in Hawthorne have received a \$12 million grant from the U.S. Department of Labor for a program to prepare and place nearly 1,500 workers into apprenticeship roles in advanced manufacturing with a focus on the Aerospace and Bioscience industries, it was announced Monday.

The grant was the only one awarded to a California applicant, and is part of a national effort under the Growing Advanced Manufacturing Apprentices Across America program, which aims to place a total of about 5,000 workers into apprenticeship roles.

“This very significant grant award reflects the effectiveness of the apprenticeship programs we have collectively created here in the greater South Bay area,” SBWIB Executive Director Jan Vogel said. “Our Aero-Flex and Bio-Flex pre-apprentice and apprenticeship models are now being looked at and implemented nationally.”

Included among the local collaborative partners are El Camino College, College of the Canyons, Los Angeles Workforce Development Board, Los Angeles Economic Development Corporation, Project Lead the Way, Training Funding Partners, Goodwill of Southern California and the Aero-Flex Unilateral Apprenticeship Committee.

Companies and participants interested in this opportunity were asked to contact Deborah Shepard at 310-970-7700 for more information on how to participate.

The SBWIB operates four One Stop Business & Career Center in the South Bay, plus two Teen Centers in Inglewood and Hawthorne. All employment services

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**WEST LOS ANGELES COLLEGE RECEIVES RECORD \$12 MILLION FEDERAL GRANT FOR NATIONWIDE JOBS TRAINING, APPRENTICESHIP PROGRAM**

LOS ANGELES—West Los Angeles College (WLAC), [www.wlaac.edu](http://www.wlaac.edu), has been awarded a \$12 million federal grant—the single largest grant in the college’s history—to develop and oversee a variety of apprenticeship programs across the country for as many as 5,000 students during the next four years. WLAC will be the lead college on the grant from the U.S. Department of Labor and will work with five other colleges, the South Bay Workforce Investment Board, plus numerous private-sector employers and professional organizations.

“The Los Angeles Community College District (LACCD), which includes WLAC, has a strong commitment to educating the workforce of tomorrow and to providing equal opportunities for all who want to pursue their dreams of higher education and well-paying jobs. This grant positions our community colleges to continue to be responsive to employer needs and help build strong regional economies,” Chancellor Francisco C. Rodriguez, Ph.D., said.

The grant is part of a larger, \$183 million effort by the U.S. Department of Labor to work with more than 20 academic institutions and other public-private partnerships across the country to create as many as 85,000 internships and on-the-job training opportunities via apprenticeships, according to the department’s announcement, <https://www.dol.gov/newsroom/releases/eta/eta20190624>.

“This is a remarkable achievement for West that aligns with the Board of Trustees’ vision that the District should do everything in its power to help career pathway development for Californians,” LACCD Board of Trustees President Andra Hoffman said.

WLAC will work with five other colleges including College of the Canyons, [www.canyons.edu](http://www.canyons.edu), El Camino College, [www.elcamino.edu](http://www.elcamino.edu), both in California; Truckee Meadows Community College, Reno, Nevada, [www.tmcc.edu](http://www.tmcc.edu); Columbia College of South Carolina, [www.columbiasc.edu](http://www.columbiasc.edu), and Onondaga Community College in Syracuse, N.Y., [www.sunyocc.edu](http://www.sunyocc.edu). In addition to the Hawthorne, Calif.-based South Bay Workforce Investment Board (SBWIB), [www.sbwib.org](http://www.sbwib.org), WLAC will partner with the Aerospace Industries Association, Society of Manufacturing Engineers, Institute for American Apprenticeships and about 17 private sector employers.

U.S. Rep. Karen Bass, 37<sup>th</sup> Congressional District, <https://bass.house.gov>, whose district includes WLAC, said “Community colleges help ensure that quality education is accessible to everyone, and they work hard to meet their students’ needs wherever they are in their career and education. I am delighted that West Los Angeles College has won this significant grant to increase access to local job and internship opportunities. In order to invest in our future, we must invest in our students. Congratulations to West Los Angeles College on this award.”

Aracely Aguiar, WLAC Vice President of Academic Affairs, said the program will provide many different student-focused “career on-ramps” for jobs, education, internships and apprenticeship opportunities. The program should begin in Fall 2019, Aguiar said.

-MORE-

“Some students will enter the program through an employer or agency referrals. Others will enter through one of the participating colleges. Some will be entry-level students who can explore a field and receive instruction in work readiness skills, occupational skills and possibly a two- to three-month internship,” she said. “Others will have the option of temporary employment; entering an apprenticeship program at a higher level and completing a certificate or degree possibly leading back to employment in the industry in which they already interned.”

For WLAC, the program actually expands on a pilot program launched in 2017 that was created through a collaboration with Northrup Grumman and the SBWIB called the “Aero-Flex Manufacturing Apprenticeship” program that was also approved by the U.S. Department of Labor, according to WLAC President James M. Limbaugh, Ph.D.

“WLAC is proud to partner with an outstanding array of educational institutions and businesses across the country to expand access to industry-recognized apprenticeship programs in aerospace and defense, energy storage, and bioscience fields,” Dr. Limbaugh said.

SBWIB Executive Director Jan Vogel also commended the partnership. “West L.A. College has been a valuable partner for many years, our collaboration on apprenticeship development has been very successful, and we are excited that our work is now getting national attention and will put thousands of people to work.” Vogel said the SBWIB helped provide funding for the grant application and will now help fill as many as 1,200 of the apprenticeships.

Apprenticeships positions will include work as an Aerospace Engineer; Aircraft Structural, Surfaces, Rigging, and Systems Assemblers; Avionics Technicians; Biomedical Engineers; Chemical Technicians; CNC Machine Tool Programmer; CNC Machine Tool Operators for metal and plastics; Manufacturing Production Technician; Medical and Clinical Laboratory Technicians; Metal Worker; Quality Control Technician/Inspector; Regulatory Affairs and Compliance Specialist; Robotics Engineers; Software Developers and Tool & Die Maker.

Dennis Fitzgerald, Vice President of Operations for Impresa Aerospace, of West Compton, Calif., <http://impresaaerospace.com>, one of the private sector companies involved in the program, said his company sees great value in the apprenticeships. “Impresa Aerospace is pleased to continue its partnership with West L.A. College and its Aero-Flex partners. Apprenticeships are a valuable workforce development model for new and incumbent workers and is something that would not be a reality for our firm without the support of grant funding and the support of the workforce system.”

LACCD Trustee David Vela, who currently chairs the Board’s Legislative and Public Affairs Committee, said the \$12 million federal grant is “fantastic news” for the District and WLAC. “The Board’s efforts to ensure the District and our colleges receive adequate federal funding is key to carrying out our mission as one of the nation’s premier two-year higher education institutions and it is certainly gratifying to learn of this record grant for WLAC.”

###

### **About the Los Angeles Community College District**

LACCD ([www.laccd.edu](http://www.laccd.edu)) is the nation’s largest community college district, educating about 250,000 students annually at its nine colleges that serve the residents of more than 36 cities and communities from 900 square miles of Los Angeles County. Since 1969, the District has been providing an important learning pathway for students seeking transfer to four-year colleges or universities while also offering two-year degrees and certificated training programs to Southern California’s diverse workforce in many specialized trades and professions. Follow us on Facebook, <https://www.facebook.com/LACCD>, @LACCD, and on Twitter, [@laccd](https://twitter.com/laccd) and Instagram, [https://www.instagram.com/laccd\\_edu/](https://www.instagram.com/laccd_edu/) @laccd\_edu.

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**PRESS RELEASE**

May 02, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact: 310-970-7700

**South Bay Workforce Investment Board Hosts the 19<sup>th</sup> Annual Blueprint for Success Job Fair in Partnership with the City of Carson for the South Bay Region**

**HAWTHORNE** – The 19<sup>th</sup> Annual Blueprint for Workplace Success Youth & Young Adults Job Fair drew hundreds of students from high schools, colleges, charter schools and adult schools throughout the South Bay. The job fair was hosted by the City of Carson, presented by the South Bay Workforce Investment Board (SBWIB) and took place at the Congresswoman Juanita Millender McDonald Community Center in Carson on May 02, 2019.

Students gathered for Carson Mayor Albert Robles’ welcoming speech as he shared stories of distinguished authors who’ve never given up, he stated “you too, whether it’s your first time or third time, don’t give up” and he added “don’t get discouraged, remember to be respectful and confident.” The mayor wished everyone good luck in their job search.

The job fair brought in many dignitaries including Carson Councilmember Jim Dear and Centinela Valley Union High School District Superintendent Gregory O’Brien. Amongst the attendees were 84 employers from private and public sectors who interviewed students; 148 students were hired on-the-spot and 211 were invited back for second interviews. It is expected many more will be hired and called in for interviews in the coming days.

“This remarkable event attracts students, and job seekers every year looking to get started on their career and to gain valuable work experience, that is why we continue it,” stated Jan Vogel, SBWIB Executive Director.

The SBWIB operates four One-Stop Business and Career Centers that provide no cost job search and educational services for youth, adults and business services in 11 South Bay communities. It also operates two Teen Centers in Inglewood and Hawthorne. For more information visit [www.sbwib.org](http://www.sbwib.org) or telephone 310-970-7700.

# # #



www.sbwib.org

## 19<sup>th</sup> Annual Blueprint for Success Job Fair



The 19<sup>th</sup> Annual Blueprint for Workplace Success Youth & Young Adults Job Fair drew more than 800 students from the South Bay to the Congresswoman Juanita Millender McDonald Community Center in Carson on May 02, 2019. 148 students were hired on-the-spot and 211 were invited back for second interviews.

# # #



**PRESS RELEASE**

May 31, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact Jan Vogel: 310-970-7700

**South Bay Workforce Investment Board Receives Veterans Grant**

**HAWTHORNE** – The South Bay Workforce Investment Board (SBWIB) was awarded nearly \$500,000 to assist unemployed and underemployed veterans find rewarding civilian jobs through employment assistance programs. Funding was awarded through the Veterans’ Employment-Related Assistance Program (VEAP) offered by the State of California Employment Development Department (EDD) under the Workforce Innovation Opportunity Act (WIOA).

“The grant will be utilized for vocational programming for at least 100 veterans, mostly in the fields of advanced manufacturing and construction,” said Executive Director, Jan Vogel. For veteran job seekers that may not fit within the manufacturing and construction sector, the SBWIB will assist them to find jobs in other industries.

Training will include pre-employment and job-readiness workshops, on-the-job training, paid work experience and industry recognized, certified vocational training leading to credentials, certificates and direct job placement. Outreach and recruitment will be supported by existing, proven partnerships with local area employers, military installations and community partners. Training will be provided by local training agencies, community colleges, and employers.

The SBWIB previously served 115 veterans with a prior grant from the state and has been certified by the Department of Labor for its aerospace engineering apprenticeship program. This new South Bay VEAP program fits perfectly to open the doors and serve as many veterans to succeed in the fields of advanced manufacturing and construction.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne. All employment services provided are offered at no cost to the public. For further information, call 310-970-7700 or go to SBWIB.org.

# # #



**FOR IMMEDIATE RELEASE**

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact: Jan Vogel 310-970-7700

May 31, 2019

## **South Bay Workforce Investment Board Honors 40 Cadet Graduates During 16<sup>th</sup> Annual Fit For Gold Tutoring & Fitness Academy Award Ceremony**

**HAWTHORNE** – Forty high school students were honored May 30<sup>th</sup> during the 16<sup>th</sup> Annual Fit For Gold Tutoring & Fitness Academy Graduation Ceremony held at Rogers Park in Inglewood. The program is presented by the South Bay Workforce Investment Board (SBWIB).

Family members, training partners, educators and local elected officials attended the ceremony including: Inglewood Mayor James T. Butts Jr and Councilman Alex Padilla; Gardena Mayor Tasha Cerda and Councilman Dan Medina; Hawthorne Councilmembers Olivia Valentine and Alex Monteiro; Lawndale Mayor Robert Pullen Miles and Councilman Pat Kearney. Dr. Nicole Robertson represented Congresswoman Maxine Waters. Centinela Valley Union High School District Superintendent Dr. Greg O’Brien also participated in the awards presentations, as well as Linal Harada who represented the El Segundo School District, and Dr. Michael Romero from the Los Angeles Unified School District.

SBWIB Executive Director Jan Vogel opened the ceremony and thanked the training and business partners who annually provide financial support and tutoring. “The effectiveness of this program is shown in the fact that of the 98 percent of the students who complete the program, 90 percent of them go onto post - secondary education,” he said.

Mayor Butts joined with Mr. Vogel in presenting two \$500 scholarships provided by West Basin Water District and the SBWIB to Cadets Ledeya Tesfaye, from the Hawthorne Math and Science Academy, and Jayla Williams of Inglewood.

The Fit For Gold Tutoring & Fitness Academy is an after-school program that trains high school seniors to provide homework assistance, nutrition information and physical fitness activities to students, grades 3 - 8, while participating in 36 hours of enrichment and mentoring training and college – readiness activities.

Fit For Gold was established in 2003 as an intervention program to help raise declining student test scores and reduce the rate of cardio vascular disease among elementary and high school age students living in the SBWIB’s service area that includes the cities of Carson, Gardena, El Segundo, Hawthorne, Hermosa Beach, Inglewood, Lawndale, Lomita, Manhattan Beach, Redondo Beach and Torrance.

# # #

SBWIB Fit For Gold Photo Caption



Fit For Gold Cadets were honored by educators and civic leaders May 30th during graduation ceremony conducted by the South Bay Workforce Investment Board at Rogers Park in Inglewood.

# # #



www.sbwib.org

SOUTH BAY WORKFORCE INVESTMENT BOARD  
**SBWIB**

**PRESS RELEASE**

June 25, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact: 310-970-7700

**Fourteen Local Youth Gain Their High School Diplomas Through  
South Bay Workforce Investment Board's Second Chance YouthBuild Program**

**HAWTHORNE** – The first class of students to graduate from the South Bay Workforce Investment Board (SBWIB) YouthBuild Program were honored during their commencement ceremony June 21st at the Centinela Valley Center for the Arts on the campus of Lawndale High School. The YouthBuild Program enables those who did not finish high school, ages 16-24, to have a second chance to earn their diploma or G.E.D. and gain occupational skills training in construction as well as leadership development.

Family members and friends of the graduates attended the ceremony along with YouthBuild faculty members and representatives from partnering organizations including AmeriCorps, YouthBuild Charter School of California and California STEAM.

“We are extremely proud of these young adults who set aside their fears and overcame some very tough obstacles to complete this program,” said SBWIB Jan Vogel. “Many of them have already set their sights even higher and enrolled in local community colleges and trade schools this Fall.”

The SBWIB had been a partner with the program's founding organization, Century Center for Economic Opportunity (CCEO) based in Lennox, for more than 30 years before merging it into the Youth Services offerings of the SBWIB in the Fall of 2018. CCEO established one of the first YouthBuild Programs in the country, which was the result of a YouthBuild Grant made possible by the U.S. Department of Labor.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit sbwib.org.

# # #



www.sbwib.org

YouthBuild Photo Caption



Some of the graduates of the South Bay Workforce Investment Board YouthBuild Program wait for commencement ceremony to begin June 21st at the Centinela Valley Center for the Arts at Lawndale High School.

# # #



**PRESS RELEASE**

July 15, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact Jan Vogel: 310-970-7700

**South Bay Teen Centers Youth Participate in “A Day in the Life of a College Student” Tour and Overnight Stay at California State University, Dominguez Hills**

**HAWTHORNE, CA** – Sixteen South Bay Area seventh to ninth graders participated in the 6th Annual “A Day in the Life of a College Student” field trip at California State University, Dominguez Hills (CSUDH). Students got a tour of the campus, attended workshops and experienced an overnight stay at the dorms from July 9th to July 10th, 2019. This ongoing event is part of the South Bay Promise, made possible through the partnerships of the Hawthorne and Inglewood Teen Centers, the South Bay Workforce Investment Board (SBWIB) and CSUDH.

The event started at the Hawthorne Teen Center as students gathered, received mock college packets with acceptance letters and participated in activities to get to know one another. Some activities included questionnaires for college housing and a game of power rock paper scissors where students were taught the importance of cheering for others despite challenges in life. This year, participating students were from three South Bay area school districts (Hawthorne School District, Torrance Unified School District and Inglewood Unified School District).

Participating student, Kayla, expressed her expectations, “I’ve been to a few campuses, but none like this and I haven’t spent the night. I’m looking forward to learning more about what college is like and asking different questions,” she stated.

The South Bay Promise, aims to help area students with college preparation. Developed by leaders from California State University, Dominguez Hills (CSUDH), El Camino College (ECC), Inglewood Unified School District (IUSD), Centinela Valley Union High School District (CVUHSD) and the SBWIB, the South Bay Promise is now open to students from all school districts. This program enables students to have access to higher education and services such as tutoring, counseling and other support programs they need to be successful and transfer or graduate and enter the workforce. “More students are learning and experiencing the college path by getting the opportunity to visit campuses, we want to continue showing them the opportunities and support they have from their communities,” stated SBWIB’s Executive Director, Jan Vogel.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit sbwib.org.

# # #



**Photo caption:** South Bay Area students participate in 6<sup>th</sup> Annual “A Day in the Life of a College Student” at California State University, Dominguez Hills with an overnight stay from July 9<sup>th</sup> to July 10<sup>th</sup>, 2019.





**PRESS RELEASE**

July 15, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact: 310-970-7700

**U.S. Department of Labor Awards \$12 Million Grant to West LA College/  
South Bay Workforce Investment Board (SBWIB) Led Collaborative to Prepare  
Apprentices for Advanced Manufacturing & Bioscience Careers**

**HAWTHORNE** – The U.S. Department of Labor (DOL) has awarded a \$12 million grant to a West Los Angeles College/SBWIB collaborative that will be part of a national effort under its Growing Advanced Manufacturing Apprentices Across America (GAMAAA) program to prepare and place 5,000 workers into pre-apprenticeship and apprenticeship roles in advanced manufacturing with a focus on the Aerospace and Bioscience industries over the next four years. The grant was the only one awarded to a California applicant and will support training of new hires and incumbent workers.

While the local program will focus on placing nearly 1,500 apprentices and pre-apprentices around the Southland, the collaborative will be participating nationally in Employment & Training apprenticeship conferences to strengthen working relationships between local and national professional trade associations, educators, employers and elected officials that can help determine emerging skill sets and employer needs.

The SBWIB will be directly responsible for generating an awareness of the GAMAAA objectives locally as well as with workforce and employment development organizations in other parts of the nation such as South Carolina and Florida, where partnerships are being formed.

“This very significant grant award reflects the effectiveness of the apprenticeship programs we have collectively created here in the greater South Bay area,” said SBWIB Executive Director Jan Vogel. “Our Aero-Flex and Bio-Flex pre-apprentice and apprenticeship models are now being looked at and implemented nationally.”

Included among the local collaborative partners are El Camino College, College of the Canyons, Los Angeles Workforce Development Board, Los Angeles Economic Development Corporation, Project Lead the Way, Training Funding Partners, Goodwill of Southern California and the Aero-Flex Unilateral Apprenticeship Committee.

Companies and participants interested in this opportunity may contact Deborah Shepard at (310) 970-7700 for more information and details on how to participate.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne. All employment services provided are offered at no cost to the public, visit [www.SBWIB.org](http://www.SBWIB.org) to learn more about available programs.

# # #



**PRESS RELEASE**

July 15, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact: 310-970-7700

**South Bay Workforce Investment Board Implements  
Bio-Flex Apprenticeship Initiative for the Bioscience Industry**

**HAWTHORNE** - The South Bay Workforce Investment Board (SBWIB) has implemented the Bio-Flex Initiative, a new innovative project to develop pre-apprenticeship and registered apprenticeship career pathways for the Bioscience industry and job seekers looking for careers in Bioscience. Bio-Flex is a cooperative partnership between SBWIB, the County of Los Angeles, educational institutions, associations and many Bioscience employers.

Supervisor Mark Ridley Thomas, who has led the effort to create BioLA (Bioscience Los Angeles County) and signal that the County is committed to becoming a global leader in Bioscience, provided the SBWIB with \$200,000 in grants to develop apprenticeships and implement the program. The Los Angeles County Workforce Development, Aging and Community Services Department provided an additional \$150,000 for apprentice training. And, more recently the California Workforce Development Board and Economic Development Department awarded the SBWIB a \$150,000 from the Workforce Accelerator Fund to attract participants into the new Bio-Flex apprenticeship program and to develop additional apprenticeship occupations.

“We are very excited to partner with the supervisor in his effort to make L.A. County a significant hub for Bioscience. We are prepared to do our part in preparing the local workforce to take advantage of these exciting employment opportunities,” said Jan Vogel, SBWIB Executive Director.

The SBWIB will develop an employer driven apprenticeship model that will meet the workforce development needs common to Bioscience industry partners, while providing a framework to allow each employer to design and “flex” their own program. Employers will be able to tailor the curriculum to meet their individual training needs around a specific occupation or department.

Bio-Flex is modeled after the SBWIB’s successful Aero-Flex Initiative, which brought together various industry partners in advanced manufacturing to provide career development and apprenticeship opportunities in the aerospace industry.

Apprenticeship is a proven way to connect employers to a diverse future workforce. This collaboration with employers and other stakeholders aims to create a flexible yet structured career pathway for high school and college level students, veterans, underserved populations, new hires, and incumbent workers who might otherwise have challenges accessing opportunities within this industry. Bio-Flex will support a regional network of partners that will ensure employment opportunities in Bioscience are widely available to all.

The local Bioscience industry currently generates more than \$40 billion in economic activity annually and supports 70,000 direct jobs and 160,000 indirect jobs, but has the potential to create even more, at all skill levels. Resilient against economic downturns, Bioscience was the only industry sector that continued to grow during the Great Recession.



www.sbwib.org

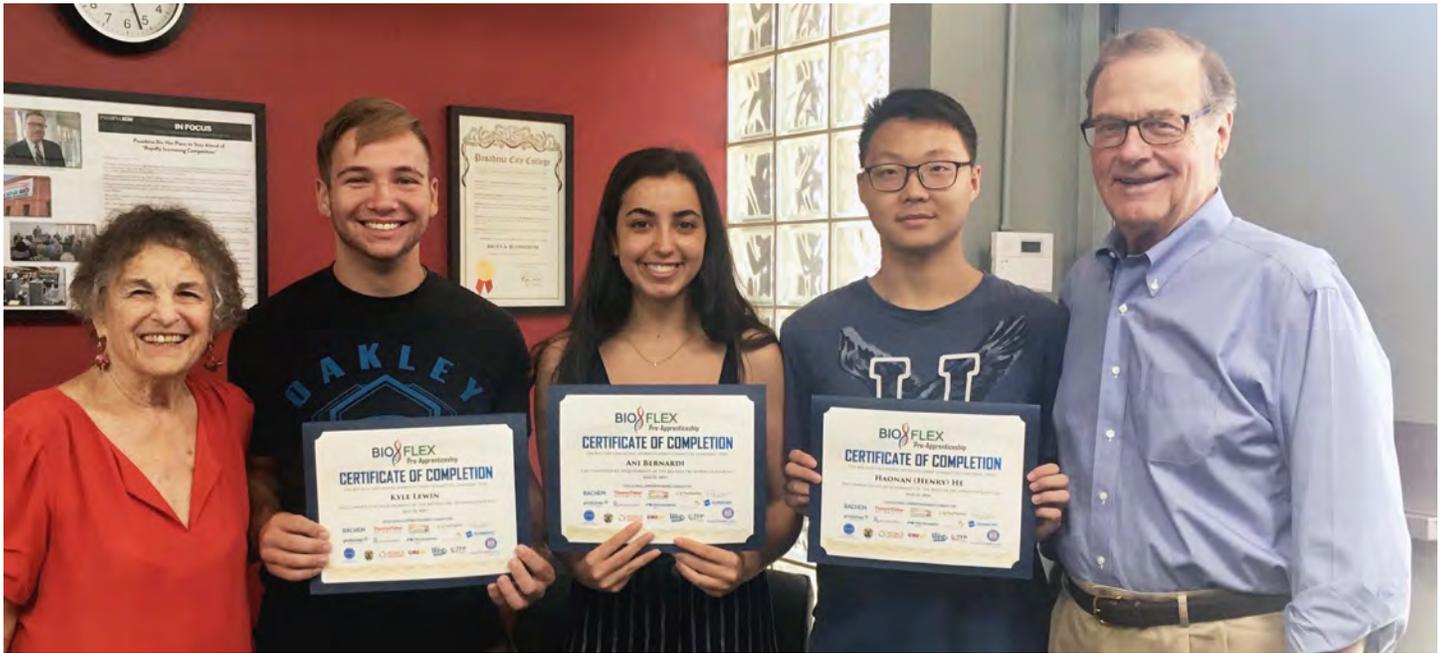
A number of Southland Bioscience employers are involved in Bio-Flex including Bachem, Polypeptide, Protomer Technologies, Sakura, Pasadena Bio, Thermo Fisher Scientific, Takeda, Oak Crest Institute of Science, and Freudenberg Medical, to name a few. Other partners include BioCom, Los Angeles Economic Development Corporation, Training Funding Partners, Rx Foundation, West LA College and Cal State University Dominguez Hills.

The vision for Bio-Flex is to deliver an effective and proven employer-directed career development tool, which can be used to attract new talent to the Bioscience industry. The program will provide an important resource to employers and increase job seekers' access to well-paid careers within this exciting industry.

Companies and participants interested in this opportunity may contact Deborah Shepard at (310) 970-7700 for more information and details on how to participate.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne. All employment services provided are offered at no cost to the public, visit SBWIB.org to learn more about available programs.

# # #



**Photo caption:** Recent Bio-Flex Pre-Apprentices pose for photo after receiving their certificates. Pictured from left to right; Dr. Wendie Johnston, Lab Director, Pasadena Bio Collaborative incubator, Kyle Lewin, Ani Bernardi, Haonan (Henry) He and Robert C. Bishop, Ph.D., President, Pasadena Bio Collaborative incubator.



**PRESS RELEASE**

July 31, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact Jan Vogel: 310-970-7700

**Twenty-three Hawthorne High School Manufacturing & Engineering Students Graduate from South Bay Workforce Investment Board’s Aero-Flex Pre-Apprenticeship Program**

**HAWTHORNE, CA** – Twenty-three students from Hawthorne High School Manufacturing & Engineering graduated from the South Bay Workforce Investment Board’s (SBWIB) Aero-Flex Pre-Apprenticeship program on Friday, July 26, 2019. Students and parents/guardians were celebrated during graduation held at the SBWIB offices in Hawthorne.

Present to congratulate the pre-apprentices were; Dr. Gregory O’Brien, Centinela Valley Union High School District (CVUHSD) Superintendent; Mrs. Mejia, Associate Principal, Hawthorne H.S.; Dr. Pamela Brown, Principal, Hawthorne H.S.; Mr. Lucas Pacheco, Hawthorne H.S. Manufacturing & Engineering Coordinator; Hatha Parrish, Director of Federal and State Programs, CVUHSD and Kacie Yoshida, Career Technical Education Pathway Specialist, Hawthorne H.S. Dr. O’Brien commended the students for finishing the program during their summer. “Take pride in what you are doing and be grateful for the SBWIB and all those individuals that took their time to recruit you for this experience,” Dr. O’Brien expressed. “Always be grateful to those individuals because they have helped to provide you with opportunities for your future careers and lives,” he added.

As part of the three track Aero-Flex Pre-Apprenticeship program requirements, students successfully completed and earned certificates for Track I - work readiness training called, “Blueprint for Workplace Success”, Track II - SME ToolingU occupational skills training and Track III - work experience training. “We are proud of the dedication of these students; 23 enrolled and all of them completed the requirements,” stated SBWIB Executive Director, Jan Vogel. Students also received a \$500 stipend at graduation for their successful work.

The Aero-Flex program is an employer directed earn and learn model for engineering, allowing each individual employer to design and “flex” the program’s curriculum. Program participants gain career knowledge in manufacturing, obtain valuable training and work experience, gain industry association membership and more.

The SBWIB operates four One Stop Business & Career Centers within the South Bay service area plus two Teen Centers in Inglewood and Hawthorne, and provides adult, youth and business services. Companies and students interested in being a part of the program or for more information on the Aero-Flex Pre-Apprenticeship, please contact Deborah Shepard at [dshepard@sbwib.org](mailto:dshepard@sbwib.org) or call (310) 970-7700.

# # #



www.sbwib.org

**Photo caption:** Hawthorne High School Manufacturing & Engineering students graduate from South Bay Workforce Investment Board Aero-Flex Pre-Apprenticeship program on July 26<sup>th</sup>, 2019 at the SBWIB.





**PRESS RELEASE**

July 22, 2019

South Bay Workforce Investment Board  
11539 Hawthorne Blvd., Suite 500  
Hawthorne, CA 90250  
Contact Jan Vogel: 310-970-7700

**South Bay Students Graduate Take Flight Through Summer Transportation Program**

**HAWTHORNE, CA** – Selected South Bay middle and high school students from the Inglewood Unified School District (IUSD) and Centinela Valley Union High School District (CVUHSD), partook in a 2-week program with the National Summer Transportation Institute (NSTI), offered by the College of Engineering, Computer Science, and Technology at Cal State LA from June 27th through July 15<sup>th</sup>. Students visited Flabob Airport in Riverside, CA on Saturday, July 13, 2019, where they each got to fly an airplane with an instructor for 20-30 minutes. The program concluded with a graduation dinner on Monday, July 15, 2019.

The NSTI program offered classroom instruction related to S.T.E.M. and the transportation industry, including three days at Flabob Airport. During their time at the airport, students learned about the forces needed for planes to fly, the adjustment to winds, different airplane parts, and how to read the different instruments meters in order to fly. Students practiced what they learned by flying an airplane with an instructor over and around a mountain adjacent to the airport.

To end the program, students were congratulated with certificates during a graduation dinner. Present were NSTI director, Dr. Hashemian, students and teachers. Participating student Ruth Hamilton from City Honors College Preparatory Academy spoke about her experience during the ceremony.

SBWIB’s Executive Director, Jan Vogel said, “Their experience doesn’t end here, eight of these students will be going to Pensacola, Florida for the National Flight Academy. They were selected among 200 other students in the Country, that’s really big!”

The NSTI program is provided at no cost to students and is a transportation-focused, career awareness initiative designed to introduce disadvantaged secondary school students to all modes of transportation-related careers. The program provides academic enhancement activities and encourages students to pursue transportation-related courses of study at the college/university level.

The National Flight Academy is the world’s largest virtual aircraft carrier and the nations #1 themed learning adventure that allows students to experience the sound, smell and feel of a real aircraft carrier. Students live for 6 days in a multi-story facility experiencing theme-park style thrills surrounded by advanced technology, flight simulators, and virtual reality games that ignite imagination and encourage learning.

The SBWIB operates four One Stop Business & Career Centers within its South Bay service area plus two Teen Centers in Inglewood and Hawthorne providing no cost adult, youth and business services. For further information, please call (310) 970-7700 or visit [www.sbwib.org](http://www.sbwib.org).

# # #



[www.sbwib.org](http://www.sbwib.org)

**Photo caption:** South Bay students fly airplanes as part of their program in the National Summer Transportation Institute after learning about the transportation industry. Program concluded with graduation dinner Monday, July 15, 2019.





# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Stephen N. Mandoki, City Manager 

PREPARED BY: Marla L. Pendleton, CPA, Director of Finance/ City Treasurer 

SUBJECT: Ordinance No 1163-19 Amending the Lawndale Municipal Code Chapter 3.12  
Claims and Demands – First Reading

## BACKGROUND

The Lawndale Municipal Code Chapter 3.12 Claims and Demands details the requirements primarily for tort claims. As currently written, the process is also being utilized for routine accounts payable claims. Checks are being drawn on the City Treasury and the majority are being held for sometimes up to one month for Council approval before being mailed to vendors for payment of services. When timeliness of payment is critical, such as utility bills, checks are processed multiple times a week and mailed to vendors to ensure continuance of service. These checks are then included on the check register presented at the first Council meeting following payment for Council ratification. Current practices are inefficient with the number of check processing batches beginning generated weekly and results in sometimes untimely payment to the vendors awaiting Council approval before receiving payment.

Government Code Section 37208 allows warrants or checks drawn in payment of demands certified or approved by the city clerk (duties transferred to the director of finance per GC 37209) as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment. It further allows ratification and approval of demands paid in the form of an audited comprehensive annual financial report.

## STAFF REVIEW

To streamline claims and demands paid in the routine course of City business, Ordinance No. 1163-19 is being presented for Council consideration to allow checks conforming to an approved budget to be paid prior to audit by city council. The Ordinance establishes department, finance director and council authority in the payment process.

If approved, the process for payment of routine claims and demands within each department's budget authority will be changed thirty days after final passage and adoption of this Ordinance. It is the desire of the director of finance to process claims and issue checks on a one week cycle. A check register detailing weekly paid claims will be attached with a summary of all claims paid since the previous council meeting and presented to council for ratification by Resolution. The summary will also include any wire transfers or electronic Automated Clearing House (ACH) payments, which were not previously

presented to council for approval. The ratification process will continue to exclude payments related to employee salaries and benefits.

LEGAL REVIEW

Ordinance 1163-19 has been reviewed and approved as to form by the City Attorney.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

1. After introduction, it is recommend that City Council approve and adopt Ordinance 1163-19 amending the LMC Chapter 3.12 Claims and Demands.

**ORDINANCE NO. 1163-19**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF LAWNSDALE, CALIFORNIA  
AMENDING THE LAWNSDALE MUNICIPAL CODE CHAPTER 3.12  
UPDATING PROCESS OF CLAIMS AND DEMANDS**

SUMMARY: The proposed ordinance is intended to create a streamlined process by which routine (non-tort claim) warrants and demands can be processed and paid by the city in a timely fashion. The proposed process would include internal department head review of routine goods and services, finance director review, and finally enrollment on an audited check register presented to the council.

WHEREAS, California Government Code Section 37203 allows city council, by ordinance or resolution, to prescribe a method of drawing warrants and checks; and

WHEREAS, California Government Code Section 37208 allows checks conforming to a budget approved by ordinance or resolution to be paid prior to audit by city council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAWNSDALE, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 3.12.010 is hereby amended to read, in its entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

**“3.12.010 Claims—Compliance with state requirements.**

Pursuant to the authority contained in Section 935 of the Government Code of the state, those claims against the city for money, damages, or refunds of money erroneously or illegally collected or paid which are exempted by Government Code Section 905 and which are not governed by other statutes or regulations expressly related thereto, shall be governed by this chapter. ***Where specifically indicated, some provisions of this chapter also pertain to routine claims and demands such as those placed on the city’s warrant register and/or governed by Government Code Sections 37200 et seq.***

SECTION 2. Sections 3.12.060 through 3.12.090 of the Lawnsdale Municipal Code are amended to read, in their entirety, as follows (deletions in ~~strike through~~, additions in ***bold and italics***):

**“3.12.060 Initiation of claims-Procedure *within normal course of business.***

***A. For those claims and demands pertaining to actions identified in Section 3.12.030, above, presentation of such claim shall comply with all procedures and requirements set forth in Division 3.6, Title 1, of the Government Code.***

***B. Claims and demands against the city, which are in the ordinary course of business and just obligations of the city, such as routine salaries and wages, principal and interest on loans and bonds, payment for purchases and expenditures for which council-approved budget appropriations exist, and in which there is no dispute as to the obligation and amount being paid, are within the***

*authority of Section 37208 of the California Government Code to be paid upon the authorization of the director of finance prior to being presented to City Council for ratification. All claims and demands against the city shall be submitted to the city clerk, who, after a review thereof, shall forward them to the council for that body's action.*

**3.12.070 Departmental approval of routine claims. ~~Itemization required.~~**

*Except for tort claims subject to the procedures set forth in Division 3.6, Title 1, of the Government Code, every claim and demand received against the city shall be first presented to, and approved in writing by, the department receiving the goods or services eliciting such claim or demand. The department shall certify to the actual delivery of supplies, materials, capital assets or performance of services for which payment is claimed; that the quality, quantity and prices correspond with the original specifications and contracts, if any, upon which the claim is based; that the demand in all other respects is a proper, valid claim against the city to be charged against identified budgetary accounts. ~~The council shall not hear, consider, allow or approve any claim, bill or demand against the city unless it is itemized, giving names, dates and particular services rendered, character of process served and upon whom, distance traveled, character of work done and number of days engaged, materials and supplies furnished, when and to whom, in what quantity furnished and the price therefor, and any other pertinent details, as the case may be.~~*

**3.12.080 Approval by director of finance. ~~Allowance or rejection by council.~~**

*Each routine demand approved by the department receiving goods or services as described in Section 3.12.070 above shall be presented to the director of finance, who shall determine:*

- A. Evidence exists to support validity of the claim against the city. For example, purchase requisitions, purchase orders, contracts, packing slips, invoices, and other related documentation are consistent and support a valid city liability. ~~If the council finds that any claim or demand is not a proper charge against the city, the claim or demand shall be rejected by resolution or minute action, and the fact of rejection shall be plainly endorsed upon the claim by the city clerk or the clerk's authorized representative.~~*
- B. Appropriated funds are available to pay the claim. ~~If any claim or demand is determined to be a proper charge against the city, the claim or demand shall be allowed only by resolution setting forth as to each claim the name of the claimant, a brief statement of the claim and the amount allowed.~~*
- C. Prices and computations on the claim are accurate. ~~Any claim may be allowed in part and rejected in part by the council.~~*
- D. Based on the nature of the claim, identified budgetary accounts properly classify the charge.*
- E. Claim includes appropriate department approval.*

**3.12.090 City council ~~Disapproval~~for want of funds.**

*Following an audit of routine demands as described in Section 3.12.080, the director of finance shall submit a register(s) of audited demands to the city manager for review and*

***presentation to the city council for ratification. Such register shall include name of claimant, description of claim, check number and date, if paid by check, and amount of claim. In addition, to claims paid by check, wire transfer and electronic Automated Clearing House (ACH) payments shall also be presented in the audited register of demands.***

***The register of demands shall be presented to city council at the next regular meeting. By resolution, council shall ratify or reject any claim or demand, in whole or in part. Following approval of the register of demands by the city council, the mayor shall endorse the resolution approving the register of audited demands and the city clerk will attest to the action.”***

~~When an order or demand authorized by this chapter is not approved for want of funds and its amount does not exceed the income and revenue for the year in which the indebtedness was incurred, the director of finance shall endorse on it: “Not approved for want of funds” with the date of presentation and his or her signature.~~

SECTION 3. Sections 3.12.100 through 3.12.130 of the Lawndale Municipal Code are hereby repealed in their entirety.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this ordinance, and shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted. This ordinance shall be in full force and effect thirty (30) days after its final passage and adoption, and within fifteen (15) days after its final passage, the City Clerk shall cause it to be published in a newspaper of general circulation and shall post the same at the City Hall.

PASSED, APPROVED, AND ADOPTED this 5th day of August, 2019.

---

Robert Pullen-Miles, Mayor

ATTEST:

State of California )  
County of Los Angeles ) SS  
City of Lawndale )

I, Rhonda Hofmann Gorman, City Clerk of the City of Lawndale, California, do hereby certify that the City Council duly introduced the foregoing Ordinance No. 1163-19 at its regular meeting held on the 19th day of August, 2019, and duly approved and adopted said ordinance at its regular meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by the following roll call vote:

Name	Voting		Present, Not Voting		Absent
	Aye	No	Abstain	Not Participating	
Robert Pullen-Miles, Mayor					
James H. Osborne, Mayor Pro Tem					
Pat Kearney					
Daniel Reid					
Bernadette Suarez					

\_\_\_\_\_  
Rhonda Hofmann Gorman, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Tiffany J. Israel, City Attorney



# CITY OF LAWDALE

14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ www.lawndalecity.org

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Steven Mandoki, City Manager *SM*

PREPARED BY: Kahono Oei, Interim Director of Public Works *K.O.*  
Grace Huizar, Administrative Analyst *GH*

SUBJECT: Integrated Solid Waste Collection and Recycling Services  
Contractor Selection and Franchise Agreement Award

## BACKGROUND

Solid waste collection services in the City of Lawndale are currently provided under an exclusive franchise agreement with Republic Services (Republic). The original term of Republic's franchise agreement was seven years, commencing on January 1, 2011, with the City's sole option to extend such agreement for twenty-four months. On June 20, 2016, the City Council approved the Fourth Amendment to the agreement with Republic which, among other items, enacted the City's option to extend the agreement to December 31, 2019.

On March 22, 2019, the City of Lawndale released a Request for Proposals for Integrated Solid Waste Management Services (RFP). Key provisions of the RFP are described in the attached summary provided by HF&H Consultants (HF&H), the City's consultant for this RFP process. Highlights include the following:

- Seven year term with an extension of up to 24 additional months, at the City's sole option.
- Solid waste diversion programs to assist the City with meeting State-mandated regulatory compliance.
- Weekly abandoned item sweeps.
- Residential and commercial organics recycling program to comply with State mandates.
- Annual compost giveaway and shredding events.
- Implementation of residential food waste recycling by 2022.

On February 20, 2019, the City held a pre-proposal meeting with eleven waste haulers in attendance. On April 22, 2019, the City received proposals from six solid waste collection companies:

- Consolidated Disposal Service, LLC, dba Republic Services (Republic);
- NASA Services (NASA);
- Universal Waste Systems (UWS);

- Ware Disposal (Ware);
- Waste Resources Technologies (WRT); and,
- Waste Management (WM).

Copies of the proposals are available for download on the City's Public Works website:  
<http://www.lawndalecity.org/html/DEPTHTML/PW/Bids&RFPs.htm>

## STAFF REVIEW

The City's consultant, HF&H, conducted a comprehensive review of each proposal. Key elements included:

- An overview of each company's general and financial information;
- Experience review;
- Review of proposed facilities;
- Customer service and call center procedures;
- Review of the proposed vehicles and containers to be used;
- Minimum diversion guarantees;
- Requested exceptions to the City's template agreement;
- Legal disclosures;
- Unique proposal features; and
- Customer rates.

The Evaluation Committee comprised of the City Manager, the Interim Public Works Director, Public Works Administrative Analyst, HF&H, and the Council Subcommittee (Councilmembers Kearney and Reid), reviewed the preliminary evaluation results and interviewed all six proposers. Subsequent to the interviews conducted on June 19, 2019, the Subcommittee recommended three companies for further consideration (Republic, UWS, and WRT), and requested that HF&H contact these companies to finalize terms. As a result, signed franchise agreements were obtained from the three companies confirming acceptance of the negotiated terms.

On July 30, 2019, the Council Subcommittee recommended that the agreement with Republic be brought forward for the full Council consideration on August 19, 2019. The Council Subcommittee's recommendation is based on the following:

- The overall total costs are similar, with less than a 5% difference in the proposed total 7-year cost between the WRT, UWS, and Republic proposals;
- Continuing with the incumbent hauler will avoid service transition issues. Service transitions from an incumbent hauler to new hauler can cause significant disruptions to solid waste services and the need for costly public education programs due to potential route and schedule changes. Thus, there is an appreciable value to maintaining an incumbent hauler and avoiding transition issues;
- Republic was the only proposer to offer an "All-in-One" commercial rate structure. The "All-in-One" rate includes refuse, recycling, and organics collection services which will provide a financial incentive for customers to participate in state-mandated recycling

programs, and will minimize commercial rates for most customers that maximize participation in the proposed recycling and organics programs;

- While all three finalists own material recovery facilities, only Republic owns a landfill which assures disposal capacity;
- Republic has significantly larger financial and operational resources to provide financial stability and an array of resources during a local emergency or unforeseen natural disasters such as an earthquake; and
- The City is pleased with Republic's service and past performance.

If approved, the term of this new agreement will be seven years, commencing January 1, 2020, through December 31, 2026, with the City's option to extend the agreement for another 24 months.

### LEGAL REVIEW

The City Attorney's office has reviewed the agreement and has approved as to form.

### FUNDING

N/A

### RECOMMENDATION

That the City Council: (1) ADOPT and APPROVE the "Integrated Solid Waste Management Services Franchise Agreement" (the "Agreement") with CONSOLIDATED DISPOSAL SERVICES LLC, dba REPUBLIC SERVICES, for the provision of refuse and recycling collection services to the City's commercial and residential customers, (2) AUTHORIZE the City Manager and City Attorney to process the Agreement in a form that is final and substantially similar to Attachment 2 for purposes of execution, and (3) AUTHORIZE the Mayor to execute the Agreement.

The Maximum Rate Schedules attendant to the Agreement shall be approved by separate action of the Council in accordance with Proposition 218; the action proposed now would approve only the balance of the Agreement's terms subject to approval as to final form by the City Manager and City Attorney.

Attachments:

Attachment 1: HF&H Proposal Evaluation Report

Attachment 2: Franchise Agreement with Consolidated Disposal Services LLC, dba Republic Services



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August 8, 2019  
Mr. Kahono Oei  
Interim Director of Public Works  
City of Lawndale  
4722 Manhattan Beach Boulevard  
Lawndale, California 90260

**CITY OF LAWDALE  
EVALUATION OF SOLID WASTE SERVICES PROPOSALS**

Dear Mr. Oei:

Attached please find our evaluation report for the solid waste services proposals for the City of Lawndale.

Please call me at (949) 251-8902 if you have any questions.

Very truly yours,

A handwritten signature in black ink that reads 'Laith Ezzet'.

Laith Ezzet, CMC  
Senior Vice President

A handwritten signature in blue ink that reads 'Debbie Morris'.

Debbie Morris, CMC  
Senior Manager

Enclosure – As stated

**CITY OF LAWNSDALE**  
**Evaluation of Solid Waste Services Proposals**

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**Attachments**

1. Summary of Key Services and Contract Terms Requested in the RFP
2. Summary of Proposals – All Proposers
3. Proposed Rate Revenue – All Proposals
4. Proposal Summary – Consolidated Disposal Service, LLC dba Republic Services
5. Proposal Summary – NASA Services
6. Proposal Summary – Universal Waste Systems
7. Proposal Summary – Ware Disposal
8. Proposal Summary – Waste Resources Technology
9. Proposal Summary – Waste Management
10. Seven Year Customer Cost in 2020 Dollars – Republic, UWS, and WRT Updated Rate Proposals
11. Proposed Rate Revenue – Republic, UWS, and WRT Updated Rate Proposals

## CITY OF LAWNSDALE

### REVIEW OF SOLID WASTE SERVICES PROPOSALS

This memorandum summarizes the results of the solid waste proposal review performed by HF&H Consultants, LLC (HF&H) for the City of Lawndale (City).

#### **Background and RFP Process**

Solid waste collection services in the City of Lawndale are currently provided under an exclusive agreement with Republic Services (Republic). The original term of the agreement was seven years with the City's sole option to extend the agreement for twenty-four months. On June 20, 2016, the City Council approved the Fourth Amendment to the agreement with Republic which, among other items, enacted the City's option to extend the agreement to December 31, 2019. On March 22, 2019, the City of Lawndale released a Request for Proposals for Integrated Solid Waste Management Services (RFP). A summary of the key services and contract terms requested by the City in its RFP is provided in Attachment 1. On April 22, 2019, the City received six proposals from the following companies:

- Consolidated Disposal Service, LLC, dba Republic Services (Republic);
- NASA Services (NASA);
- Universal Waste Systems (UWS);
- Ware Disposal (Ware);
- Waste Resources Technologies (WRT); and,
- Waste Management (WM).

#### **Proposals Reviewed**

HF&H performed a preliminary review of all submitted proposals and prepared a summary of each proposal. Written questions clarifying the proposals were sent to each proposer on May 16, 2019, and each proposer was also provided an opportunity to review and comment on the accuracy of the written proposal summary. Written responses from proposers were due by May 24, 2019. All proposers were interviewed by the City's Evaluation Committee consisting of two City Councilmembers, two representatives from the Public Works Department, the City Manager, two representatives from HF&H, and an observer from the City Attorney's office on June 19, 2019.

A brief overview of the proposals is provided in Attachment 2.

#### **Key Terms**

The initial term of the agreement is seven years beginning January 1, 2020, with a City option to extend the agreement for up to 24 additional months at the City's sole discretion. The exclusive scope of this agreement includes residential, commercial, temporary bin, and roll-off box collection services. Construction and demolition roll-off box collection is excluded from the Agreement.

The City's RFP included the draft franchise agreement that the successful proposer would be expected to execute. The agreement identified in significant detail the various solid waste collection and recycling services to be provided. The scope of services contained in the agreement is comprehensive, specific, and tailored to meet the needs of the customers within the City of Lawndale. Therefore, unless significant exceptions were proposed or significant enhancements added to the City's desired terms, all of the proposals would offer similar services.

### **Proposer Summaries**

HF&H prepared a summary for each proposer (Attachments 4 through 9) that includes the following information obtained from the proposals:

1. "Proposer Overview," including the company's corporate headquarters, guaranteeing entity, type of financial statements, and contract revenue as a percentage of total company revenues.
2. "Experience," including a summary of each proposer's experience, including transition experience, in other jurisdictions.
3. "Facilities," describing the proposed operating yard, disposal site, transfer stations, and processing facilities.
4. "Customer Service/Call Center Procedures," including the call center location, procedures to ensure that Lawndale customers will be provided accurate information, complaint resolution processes, and ability to provide onsite customer service for the first three months of service transition.
5. "Equipment," describing the carts and vehicles proposed.
6. "Scavenging Efforts," describing proposed recommendations to deter scavenging of recyclables.
7. "Minimum Diversion Rate," including proposed minimum overall diversion rates.
8. "Processing of Mixed Waste," including the name and location of the processing facility to process mixed waste from business and multi-family customers that do not participate in a source-separated recycling program.
9. "Organics Recycling Program," describing the methods proposed to comply with organics requirements under SB 1383.
10. "Food Rescue and Donation Program," describing proposed efforts to assist the City and its customers to coordinate a food rescue and donation program to comply with SB 1383.

11. "Employment of Prior Contractor Employees," in accordance with Labor Code Sections 1070, 1072, 1075, and 1076, proposers to confirm if they will offer employment for available positions to existing employees of the current contractor that may be displaced if the current contractor is not retained.
12. "Optional: Door-to-Door Household Hazardous Waste Collection," describing the proposed program, including any limits on customer participation.
13. "Proposer Exceptions to Franchise Agreement," identifying any terms in the City's franchise agreement that proposers desired to negotiate.
14. "Legal Disclosures," indicating any legal issues that the RFP required the proposer to disclose.
15. "Unique Proposal Features," identifying proposed terms that exceed the minimum requirements of the RFP.

### **Proposed Rate Revenue**

Proposed rate revenue represents all customer charges that would be paid by residential and commercial customers in the City to the contractor based on the proposed rates. This is the best method to compare overall costs.

Proposers were asked to propose monthly rates for various services to be provided under the new agreement. The rates will be fixed for the first 12 months, with the first rate adjustment effective January 1, 2021. Subsequent annual rate adjustments will be based on the average annual change in the Consumer Price Index for Trash and Garbage Collection, U.S. City average, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Total proposed first-year rate revenues were calculated by multiplying the proposed rates for each type of service by the number of customers receiving that service.

Table 1 below shows the proposed first-year rate revenue excluding the residential food waste program. Detailed calculations are provided in Attachment 3.

**Table 1: Proposed Total First-Year Proposed Rate Revenue  
Excluding Residential Food Waste Program  
(Sorted lowest to highest)**

Line	Hauler	Estimated First Year Rate Revenue <u>without</u> Residential Food Waste Program	Percentage Difference from Current Estimated Lawndale Rate Revenue
	Current Rates	\$ 2,458,000	0%
1	Ware Disposal	\$ 3,275,000	33%
2	Waste Resources - Updated*	\$ 3,823,000	56%
3	Waste Management	\$ 4,008,000	63%
4	Universal Waste Systems	\$ 4,113,000	67%
5	Republic Services	\$ 4,196,000	71%
6	NASA	\$ 5,408,000	120%

Beginning January 1, 2022, SB 1383 requires jurisdictions to implement a residential food waste program. Table 2 below shows the proposed first-year rate revenue including the residential food waste program.

**Table 2: Proposed Total First-Year Proposed Rate Revenue  
Including Residential Food Waste Program  
(Sorted lowest to highest)**

Line	Hauler	Estimated First Year Rate Revenue <u>with</u> Residential Food Waste Program	Percentage Difference from Current Estimated Lawndale Rate Revenue
	Current Rates	\$ 2,458,000	0%
1	Ware Disposal	\$ 3,491,000	42%
2	Waste Resources - Updated*	\$ 3,936,000	60%
3	Waste Management	\$ 4,166,000	69%
4	Republic Services	\$ 4,233,000	72%
5	Universal Waste Systems	\$ 4,234,000	72%
6	NASA	\$ 5,694,000	132%

\*Initial proposed first year rate revenue was \$3,799,000 and was subsequently updated to include omitted auditing costs. WRI submitted two alternative proposals: (1) 2- Cart Residential Program with split-body trucks (\$3,662,000); (2) Reduced Residential Rates from cost redistribution to commercial sector (\$3,822,000). The alternative proposals are not shown above.

WRI customers must purchase compostable food waste bags from WRI, or 3rd party sources - cost of bags is not included in this table.

Table 3 below shows the estimated seven-year total rate revenue in 2019 dollars.

**Table 3: 7-Year Rate Revenue in 2020 Dollars <sup>(1)</sup>**  
**(Sorted lowest to highest)**

Line	Hauler	Annual Rate Revenue							Total 7-Year Rate Revenue
		Without Residential Food Waste Program		With Residential Food Waste Program					
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
		2020	2021	2022	2023	2024	2025	2026	
1	Ware	\$3,275,000	\$3,275,000	\$3,491,000	\$3,491,000	\$3,491,000	\$3,491,000	\$3,491,000	\$ 24,005,000
2	WRT <sup>(2)</sup>	\$3,823,000	\$3,823,000	\$3,936,000	\$3,936,000	\$3,936,000	\$3,936,000	\$3,936,000	\$ 27,326,000
3	WM	\$4,008,000	\$4,008,000	\$4,166,000	\$4,166,000	\$4,166,000	\$4,166,000	\$4,166,000	\$ 28,846,000
4	UWS	\$4,113,000	\$4,113,000	\$4,234,000	\$4,234,000	\$4,234,000	\$4,234,000	\$4,234,000	\$ 29,396,000
5	Republic	\$4,196,000	\$4,196,000	\$4,233,000	\$4,233,000	\$4,233,000	\$4,233,000	\$4,233,000	\$ 29,557,000
6	NASA	\$5,408,000	\$5,408,000	\$5,694,000	\$5,694,000	\$5,694,000	\$5,694,000	\$5,694,000	\$ 39,286,000

<sup>(1)</sup> In 2020 dollars. Excludes future rate adjustments.

<sup>(2)</sup> Excludes cost of food waste bags which was not identified in initial proposal.

Key proposed rates for selected services are shown in Tables 4A, 4B, and 4C below.

**Table 4A: Proposed First-Year Residential Monthly Rate**  
**Excluding Residential Food Waste Program**  
**(Sorted lowest to highest)**

Line	Proposer	Single-Family 60-Gallon Residential Rate (per month)	Increase to Current Rate
Existing Rate January 1, 2019		\$ 15.51	N/A
1	WM	\$ 21.75	\$ 6.24
2	Ware	\$ 23.75	\$ 8.24
3	UWS	\$ 23.89	\$ 8.38
4	Republic	\$ 25.50	\$ 9.99
5	WRT	\$ 25.88	\$ 10.37
6	NASA	\$ 39.50	\$ 23.99

**Table 4B: Proposed First-Year Residential Monthly Rate  
Including Residential Food Waste Program  
(Sorted lowest to highest)**

Line	Proposer	Single-Family 60-Gallon Residential Rate (per month)	Increase to Current Rate
Existing Rate January 1, 2019		\$ 15.51	N/A
1	WM	\$ 23.93	\$ 8.42
2	UWS	\$ 25.56	\$ 10.05
3	Republic	\$ 26.01	\$ 10.50
4	Ware	\$ 26.72	\$ 11.21
5	WRT	\$ 27.43	\$ 11.92
6	NASA	\$ 43.45	\$ 27.94

**Table 4C: Proposed First-Year Commercial Monthly Rate  
(Sorted from lowest to highest)**

Line	Proposer	Commercial Refuse Rate Per Month for 3-Yard Bin, 1X Per Week	Commercial Recycling Rate Per Month for 2-Yard Bin, 1X Per Week	Commercial Organics Rate Per Month for 60-Gallon Cart, 1X Per Week	Total Commercial Rate Per Month Including Recycling and Organics	Increase to Current Rate
Existing Rate January 1, 2019		\$ 108.75	\$ 33.32	No additional charge	\$ 142.07	N/A
1	Republic <sup>(1)</sup>	\$ 206.25	Included	Included	\$ 206.25	\$ 64.18
2	Ware	\$ 128.00	\$ 32.80	\$ 68.00	\$ 228.80	\$ 86.73
3	WRT	\$ 145.10	\$ 60.94	\$ 42.00	\$ 248.04	\$ 105.97
4	WM	\$ 187.59	\$ 93.30	\$ 48.00	\$ 328.89	\$ 186.82
5	NASA	\$ 190.00	\$ 80.00	\$ 96.75	\$ 366.75	\$ 224.68
6	UWS	\$ 172.91	\$ 69.97	\$ 125.00	\$ 367.88	\$ 225.81

**Experience**

Proposer experience for each proposer is included in Attachments 4 through 9. Below are key service highlights:

- NASA has been a family-owned and operated business since 1955. It provides full-service solid waste hauling and recycling operations in Southern California. NASA provides services in 15 cities in Los Angeles and Orange Counties, mostly in non-exclusive commercial areas, with one exclusive contract in the City of Pico Rivera.

- Republic has served the City of Lawndale for nearly 20 years. Republic has been providing solid waste collection and recycling services in Southern California for over 60 years. Republic has exclusive contracts with 19 municipalities in Los Angeles County and 16 municipalities in Orange County. Republic also owns and/or operates several transfer stations/material recovery facilities in Los Angeles County, and owns Sunshine Canyon Landfill.
- UWS, a privately held California Corporation, has operated since 1986. UWS has six areas of exclusive residential automated and semi-automated service in the Los Angeles region. UWS has one exclusive commercial franchise in the North East franchise area of the City of Los Angeles. UWS also serves 15 cities in Los Angeles and Orange counties under non-exclusive service arrangements for commercial bin and roll-off services.
- Ware, a family-owned private company, has been providing solid waste collection and recycling services in Southern California since 1968. Ware has exclusive residential contracts with three municipalities in unincorporated Los Angeles County and one municipality in Orange County. Ware has two exclusive commercial franchises: the Southeast Zone in the City of Los Angeles comprised of approximately 2,000 accounts, and the City of Monterey Park where they were awarded one of two franchises and serve 95 of the estimated 650 commercial accounts in the City. Ware also serves several cities in Los Angeles and Orange counties under non-exclusive service arrangements for commercial bin and roll-off services. Ware has exclusive contracts with 30 school districts.
- Waste Management of California, Inc. is wholly owned by Waste Management, Inc. (WM), the largest solid waste service provider in North America. The parent company owns and operates landfills and processing/transfer facilities in surrounding counties, and throughout the country. WM has provided solid waste collection and recycling services to jurisdictions in Los Angeles County and surrounding areas for over 40 years. WM cites 20 exclusive municipal agreements throughout the greater Los Angeles area. WM owns the Antelope Valley Recycling and Disposal Facility, Azusa Transfer Station, and two C&D recycling facilities.
- WRT is a privately held California corporation since 2002. WRT provides exclusive franchise solid waste collection services to the cities of Gardena (since 2004), Lynwood (since 2013), and a portion of Carson (since 2018). WRI provides open market commercial/industrial refuse and recycling collection services within several jurisdictions in Los Angeles County. WRT owns and operates the Waste Resources Recovery (WRR) facility in Gardena.

### **Total Company Revenue**

The proposed Lawndale annual rate revenue of each company as a percentage of total company revenues are shown in Table 5. This is an indicator of the size of the Lawndale contract relative

to the company's other operations. The size of the Lawndale contract is manageable for all of the proposers relative to the size of the proposals based on their reported company revenues.

**Table 5: First-Year Rate Revenue as a Percentage of Annual Company Revenue**

<b>Proposer</b>	<b>Lawndale Contract Revenue as a Percentage of Company Revenue</b>
NASA	13%
Republic	Less than 1%
UWS	6%
Ware	10%
WM	Less than 1%
WRT	7%

**Waste Diversion**

The City's reported 2017 CalRecycle diversion rate was 58%, and the current hauler reported a hauler-collected diversion rate of 40%, as required by the contract, for calendar year 2017, including 9% achieved through transformation. The RFP required proposers to propose a diversion rate for hauler-collected waste and describe programs to be implemented to achieve this rate. Proposed diversion rates for waste collected under the agreement are summarized in Table 6.

**Table 6: Proposed Guaranteed Hauler-Collected Diversion Rates**

<b>Line</b>	<b>Proposer</b>	<b>Guaranteed Hauler Diversion Rate</b>
1	NASA	40%
2	Republic	28%
3	UWS	50%
4	Ware	41%
5	WM	41%
6	WRT	51%

If the diversion amount guaranteed is not achieved, the agreement provides for liquidated damages of \$25 per ton for each ton that the contractor falls short of the guarantee.

## Exceptions to the Franchise Agreement

**Table 7: Number of Contract Exceptions**

<b>Proposer</b>	<b># of Contract Exceptions</b>
NASA	0
Republic	4
UWS	1
Ware	0
WM	36
WRT	1

## Legal Disclosures

The RFP required the proposers to describe certain legal actions meeting the disclosure requirements that occurred in the past ten years against the entity submitting the proposal, its key personnel, or affiliated companies in the State of California. The number of legal disclosures are provided in Table 6 below. See Attachments 4 through 9 for details.

**Table 8: Number of Legal Disclosures**

<b>Proposer</b>	<b># of Legal Disclosures</b>
NASA	0
Republic	1
UWS	2
Ware	4
WM	8
WRT	0

## Equipment

### Carts

The RFP required that carts be SB 1383 compliant, proposers were to identify whether the proposed carts are new or refurbished, and the age of the carts if not new.

### Vehicles

The City requested that all collection route vehicles be less than ten years of age, use compressed natural gas (CNG) or liquefied natural gas (LNG), and comply with requirements from the South Coast Air Quality Management District and the California Air Resource Board. Roll-off vehicles and spare collection vehicles are exempt from CNG/LNG requirement.

Table 9 includes the equipment specifications included in the proposals.

**Table 9: Equipment Specifications**

Proposer	Vehicles		Carts	
	Fuel Type	Model Year	New	Used
NASA	CNG	2019	✓	
Republic	CNG	Residential - 2019 Commercial - 2013, 2015, 2017		✓
UWS	CNG	2019	✓	
Ware	CNG	2019	✓	
WM	LNG, CNG, Diesel	"New or like-new" less than 10 years	✓	
WRT	CNG, Electric	2019, 2020	✓	

**Other Unique Proposal Features**

Proposers were permitted to include contract enhancements over and above RFP and contract requirements. These are included in Attachments 4 through 9. These generally involve community support and minor diversion program enhancements; the results of the latter would be reflected in the guaranteed diversion rates.

**Workers' Compensation Experience Modifier Rate**

The Experience Modifier Rate (EMR) is a numeric representation of a business's claims history and safety record as compared to other businesses in the same industry, within the same state. The EMR states one of three things:

- This company is riskier than average (EMR > 100%)
- This company is no more or no less risky than average (EMR = 100%)
- This company is safer than average (EMR < 100%)

**Table 10: Proposer's Workers' Compensation Experience Modifier Rate**

Line	Proposer	Workers' Compensation Experience Modification Percentage			
		2016	2017	2018	3 Year Average
1	NASA	64%	78%	94%	79%
2	WM	79%	82%	79%	80%
3	Republic	84%	83%	91%	86%
4	WRT	94%	124%	125%	114%
5	UWS <sup>(1)</sup>	125%	127%	138%	130%
6	Ware <sup>(1)</sup>	159%	151%	129%	146%

(1) Reported 2017, 2018 and 2019

### **Interviews and Negotiations**

Following the preliminary proposal evaluation, the City interviewed all six proposers on June 19, 2019. Following the interviews, the Solid Waste RFP Council Subcommittee (Subcommittee) determined that NASA’s proposal was not cost effective and provided direction to perform reference checks for the remaining five companies.

**Table 11: Reference Check Summary**

<b>Line</b>	<b>Proposer</b>	<b># of Entities Responding</b>	<b>Average Overall Rating Out of 5.0 <sup>(1)</sup></b>
1	Waste Management	7	4.0
2	Waste Resources	2	4.0
3	Universal Waste	2	4.0
4	Republic Services	5	3.6
5	Ware	4	3.5

(1) Average overall rating based on a 5-point scale:

- 1 = Unsatisfactory
- 2 = Below expectations
- 3 = Satisfactory
- 4 = Above expectations
- 5 = Exceptional performance

### **Selection of Top Three Proposers**

On June 26, 2019, the Subcommittee met and selected three proposers for further discussions including:

- Republic;
- UWS; and
- WRT.

As previously noted, the Subcommittee determined that the NASA proposal was not cost effective. The WM proposal was not considered further due to the extraordinary number of contract exceptions, several of which shifted risk to the City or its ratepayers. From the remaining four proposers, the incumbent hauler, Republic, was selected for further discussions because the Subcommittee is pleased with Republic’s performance. However, Republic’s proposed diversion rate was relatively low and the Subcommittee desired for Republic to revisit the diversion guarantee. UWS and WRT were also selected as they proposed the highest waste diversion guarantee.

## Development of Draft Agreements with the Selected Companies

On July 3, 2019, emails were sent to the three selected companies requesting additional information as requested by the Subcommittee. The three proposers were provided an opportunity to review and, if possible, lower the proposed residential rate without increasing other rates, and were asked to address questions unique to their proposals.

### 1. Republic Services:

- a. Republic reduced their proposed residential rate by \$0.30/home/month without increasing other rates.
- b. The City requested that Republic revisit the proposed minimum diversion rate of 28%. Republic submitted an updated diversion plan by increasing the amount of transformation (waste-to-energy) and increased their minimum diversion guarantee to 40%.

### 2. Universal Waste Systems:

- a. UWS reduced their proposed residential rates by \$0.48/home/month without increasing other rates. UWS also included an alternative residential rate proposal in their response which would phase-in the residential rate increase over a 3-year period. However, the phase-in would result in higher residential rates over the term of the agreement, and therefore, the alternative rate proposal was not considered further.
- b. The City requested that UWS reconsider the proposed contract exception regarding extraordinary rate increases, and UWS withdrew the exception.

### 3. Waste Resources Technologies

- a. WRT submitted a lower residential rate of \$24.88 from the originally proposed rate of \$25.88. However, they proposed to increase the residential rates by \$2.00 on January 1, 2021, and they increased other rates to mostly offset the rate revenue decrease. As stated in the email request from July 3, companies were asked to not increase other rates to offset the decrease in residential rates, as such the updated rate proposal was not considered further and the previous rate proposal was used in our analysis.
- b. WRT clarified rates for ancillary services such as battery drop-off containers at City facilities and container cleaning. WRT provided the customer cost for residential and commercial bags for use in their proposed organics programs:
  - 3-gallon bags, box of 25 = \$8.19 per box (\$0.33 per bag)
  - 8-gallon bags, box of 25 = \$12.67 per box (\$0.51 per bag)
  - 13-gallon bags, box of 20 = \$15.27 per box (\$0.76 per bag)

On July 17, 2019, HF&H emailed Republic, UWS, and WRT their solid waste agreements updated to include the information specific to their proposals. The proposers were requested to review the agreements, and submit two executed copies of the agreement to the City confirming acceptance of the contract language describing the proposed terms.

**July 30, 2019 Subcommittee Meeting**

On July 30, 2019, the Subcommittee met to review the updated proposed terms based on the negotiated agreements. Updated rates and annual ratepayer costs are shown in the tables below. Residential customer rates are shown in tables 12 and 13 below, with and without residential food waste.

**Table 12: Proposed First-Year Residential Monthly Rate  
Excluding Residential Food Waste Program  
(Sorted lowest to highest)**

Line	Proposer	Single-Family 60-Gallon Residential Rate (per month)	Increase to Current Rate
Existing Rate January 1, 2019		\$ 15.51	N/A
1	UWS	\$ 23.41	\$ 7.90
2	Republic	\$ 25.20	\$ 9.69
3	WRT (included residential food waste first two years before increasing customer rate)	\$ 25.88 plus cost of food waste bags (1)	\$ 10.37

(1) Estimated at \$1.43 per month per customer (\$0.33 per bag X 4.33 weeks per month) based on one 3-gallon bag per home per week.

**Table 13: Proposed First-Year Residential Monthly Rate  
Including Residential Food Waste Program  
(Sorted lowest to highest)**

Line	Proposer	Single-Family 60-Gallon Residential Rate (per month)	Increase to Current Rate
Existing Rate January 1, 2019		\$ 15.51	N/A
1	UWS	\$ 25.05	\$ 9.54
2	Republic	\$ 25.70	\$ 10.19
3	WRT	\$ 27.43 plus cost of food waste bags (1)	\$ 11.92

(1) Estimated at \$1.43 per month per customer (\$0.33 per bag X 4.33 weeks per month) based on one 3-gallon bag per home per week.

Commercial rates are shown in Table 14. Republic proposed to provide commercial recycling and commercial organics service at no additional charge under its “All-in-One” commercial rate structure.

**Table 14: Proposed First-Year Commercial Monthly Rate – Refuse, Recycling, and Organics  
(Sorted lowest to highest)**

Line	Proposer	Commercial Refuse Rate Per Month for 3-Yard Bin, 1X Per Week	Commercial Recycling Rate Per Month for 2-Yard Bin, 1X Per Week	Commercial Organics Rate Per Month for 60-Gallon Cart , 1X Per Week	Total Commercial Rate Per Month Including Recycling and Organics
Existing Rate January 1, 2019		\$ 108.75	\$ 33.32	No additional charge	\$ 142.07
1	Republic <sup>(1)</sup>	\$ 206.25	Included	Included	\$ 206.25
2	WRT	\$ 145.10	\$ 60.94	\$ 42.00	\$ 248.04
3	UWS	\$ 172.91	\$ 69.97	\$ 125.00	\$ 367.88

<sup>(1)</sup> Monthly refuse rate includes recycling and organics collection.

Annual total costs are shown in Table 15.

**Table 15: Comparison of Proposed First-Year Customer Cost**  
**(Sorted lowest to highest)**

Line	Hauler	First Year Total Ratepayer Cost (2020)	Annual Ratepayer Cost with Residential Food Waste
Estimated 2020 Revenue Under Current Arrangements <sup>(1)</sup>		\$ 2,497,000	N/A
1	WRT <sup>(2)</sup>	\$ 3,928,000	\$ 4,041,000
2	UWS	\$ 4,078,000	\$ 4,197,000
3	Republic	\$ 4,174,000	\$ 4,211,000

<sup>(1)</sup> 1/1/2019 increase was 1.6%. Assumes 1.6% increase on 1/1/2020 under current rate adjustment formula.

<sup>(2)</sup> WRT included food waste service for the first two years without increasing the customer rate until year 3. However, customers must pay for food waste bags. Includes the estimated annual cost per residential account for organics bags required by WRT. Estimate is based on 6,092 residential accounts and \$0.33 per 3-gallon bag per week offered by WRT = \$104,539 per year for bags. Contractor first-year rate revenue without bags is \$3,823,000.

Total 7-year rate revenue is shown in Table 16 below. Detailed calculations are shown in Attachment 10.

**Table 16: Comparison of 7-Year Rate Revenue**  
**(2020 Dollars)**  
**(Sorted lowest to highest)**

<b>Line</b>	<b>Hauler</b>	<b>Total 7-Year Customer Cost <sup>(1)</sup></b>
1	WRT <sup>(2)</sup>	\$ 28,061,000
2	UWS	\$ 29,141,000
3	Republic	\$ 29,403,000

<sup>(1)</sup> Assumes residential food waste program and associated rate increase begins in Year 3, except for WRT which proposed to start residential food waste at contract inception, with contractor compensation not increasing until January 1, 2022.

<sup>(2)</sup> Includes the estimated annual cost per residential account for organics bags required by WRT. Estimate is based on 6,092 residential accounts and \$0.33 per 3-gallon bag offered by WRT.

**Solid Waste RFP Subcommittee Recommendation**

On July 30, 2019, the Subcommittee directed City staff to bring forth the agreement negotiated with Republic Services to the full City Council for consideration at the City Council meeting scheduled for August 19, 2019.

Among the three finalists, the Subcommittee based their recommendation to continue service with Republic based on:

- The overall total costs are similar, with less than a 5% difference in the proposed total 7-year cost between the WRT, UWS, and Republic proposals;
- Continuing with the incumbent hauler will avoid service transition issues;
- The “All-in-One” commercial rate structure will provide a financial incentive for customers to participate in state-mandated recycling programs, and will minimize commercial rates for most customers that maximize participation in the proposed recycling and organics programs;

- While all three finalists own material recovery facilities, only Republic owns a landfill to assure disposal capacity;
- Republic has significantly larger financial and operational resources to provide financial stability and an array of resources during a local emergency or unforeseen natural disasters such as an earthquake; and,
- The City is pleased with Republic's service and past performance.

Table 17 provides a summary of the proposals submitted by the three haulers selected for further consideration.

**Table 17: Proposal Summary for Republic, UWS, and WRT**

Row	Proposer	Lawndale Contract as % of Annual Company Revenue	Minimum Diversion Guaranty	Workers' Compensation Experience Modification Rate - 3 year average (2016-2018)	Reference Check Results		Facilities Owned		Proposed Residential Rate (Standard rate for 60-gallon Cart)		Proposed Commercial Rate: 3 CY 1X Wk Refuse Bin; 2 CY 1X Wk Recycling Bin; 60-Gallon 1X Wk Organics Cart	7-Year Rate Revenue (2020 Dollars)	Unique Enhancements
					Number of Cities Responding	Average Overall Performance Rating Out of 5.0 <sup>(1)</sup>	Landfill	Material Recovery Facility	Excluding Incremental Adjustment for Food Waste	Including Incremental Adjustment for Food Waste in 2022			
1	Republic	Less than 1%	40%	86%	5	3.6	✓	✓	\$ 25.20	\$ 25.70	\$ 206.25	\$ 29,403,000	* "All in One Rate" for commercial customers which includes refuse, recyclables and organics collection.
2	UWS	6%	50%	130%	2	4.0		✓	\$ 23.41	\$ 25.05	\$ 367.88	\$ 29,141,000	* Free portable restrooms for City events. Two HHW drop-off events per contract year.
3	Waste Resources	7%	51%	114%	2	4.0		✓	\$ 25.88 plus cost of food waste bags	\$ 27.43 plus cost of food waste bags	\$ 248.04	\$ 28,061,000	* Possibility of electric collection * Residential organics program at no additional cost (except for bags) for first two years of agreement. 6% increase in 2022.
4	Current Contract - CY 2019	N/A	2018 Minimum Diversion Guaranty - 40%	N/A	N/A	N/A	N/A	N/A	\$ 15.51	N/A	\$ 142.07	N/A	N/A

(1) Average overall rating based on a 5-point scale:

- 1 = Unsatisfactory
- 2 = Below Expectations
- 3 = Satisfactory
- 4 = Above Expectations
- 5 = Exceptional Performance

## CITY OF LAWNSDALE

## SUMMARY OF KEY SERVICES AND CONTRACT TERMS REQUESTED IN RFP

I. SERVICESA. Residential Services

- One automated 90-, 60-, or 35-gallon refuse cart. Monthly fee based on the size and number of refuse carts.
- One automated 90-, 60-, or 35-gallon recycling cart. No charge for one additional recycling cart; customers may request a third recycling cart for a monthly fee per cart of \$2.34.
- One automated 90-, or 60-gallon organics cart. Customers may request additional carts for a monthly fee per cart of \$2.34.
- Senior discounted rate: Seniors 65 years of age and older whom are considered head of household receiving cart service will receive service at a discounted rate. The current discount is 15%. Discount under new contract is proposed by proposer.
- Residential food waste collection: Proposers are required to propose a program which complies with SB 1383 beginning no later than January 1, 2022, and propose a one-time rate adjustment to provide service.
- Walk-out service for disabled residents at no additional charge.
- Holiday tree collection from all residential customers December 26 through January 31.
- On-call bulky item collection, up to six pickups per year of up to six items each pickup for residential cart customers.
- Sharps collection program for single and multi-family customers.
- Residential used oil and oil filter collection program for single and multi-family customers.
- Bi-annual clean-up weeks which include collection of up to three cubic yards of extra trash per household. Residents may also deliver extra trash to the City Yard during the clean-up week.
- Shredding event – one event per contract year.
- Compost giveaway event – one event per contract year.

B. Residential Bin and Commercial Collection Services

- Bin refuse collection.
- Refuse cart service available to businesses that cannot accommodate a bin.
- Source-separated recyclables bin and cart service provided to multi-family and commercial customers requesting such service.
- Processing of commercial/multi-family waste from customers that do not participate in source-separated recycling program.
- Commercial/multi-family organic waste recycling program compliant with SB 1383.
- Temporary bin service.
- Permanent and temporary roll-off box service. Roll-off boxes for the collection of construction and demolition may be provided and serviced by other haulers.
- On-call bulky item collection for multi-family customers. Number of annual pickups equal to the number of dwelling units in the customer's building or complex. Each pickup consists of up to six items.

**C. Other Services – at no additional charge**

- Refuse, recyclables and organics collection from City facilities.
- Refuse, recyclables and organics collection from City-sponsored events.
- Abandoned item collection at no additional charge.
- Abandoned item weekly sweeps: One vehicle with two person crew for three hours each Monday, Wednesday, and Friday.
- Special cleanups – Ninety-six, one-hour cleanups per contract year at locations requested by City.
- Green business certification program.

**D. Optional Services**

- Door-to-door household hazardous waste collection services – Proposers to propose incremental monthly cost per customer.

**II. CONTRACT TERMS**

**A. Term of Contract**

Seven-year term beginning January 1, 2020, with a City option to extend the agreement for up to twenty-four additional months.

**B. Minimum Recycling Requirements**

Minimum diversion rate for hauler-collected waste to be proposed. Liquidated damages of \$25 per ton for failure to achieve guaranteed diversion.

**C. City Fees**

- Administrative Fee – \$147,000 within 7 days of execution of Agreement (updated from \$121,000 during negotiations).
- Franchise Fee – 5% based on franchisee’s net revenue.
- AB 939 Support Fee – \$170,000 per contract year.

**D. Audits**

Biennial performance audit.

**E. Faithful Performance Bond and Letter of Credit**

Franchisee will provide \$250,000 performance bond and a \$250,000 letter of credit. Alternatively, the franchisee may provide a \$500,000 letter of credit.

**F. Vehicles**

All route collection vehicles shall be less than ten years old (with the exception of roll-off vehicles and spare collection vehicles).

**G. Carts**

All carts shall be new or refurbished at the start of service.

**H. Rate Adjustment**

The annual rate adjustment is based on the average percentage change in the consumer price index for trash and garbage collection, U.S. City average, with the first rate adjustment effective January 1, 2021.

**I. Billing**

Hauler bills all customers.

**City of Lawndale  
Proposal Summary: All Proposers - Alphabetical Order**

Row	Proposer	Lawndale Contract as % of Annual Company Revenue	Minimum Diversion Guaranty	Number of Contract Exceptions	Number of Legal Disclosures	Proposed Residential Rate (Standard rate for 60-gallon Cart)		Incremental Rate Adjustment for Residential Organics Program in 2022	Proposed Commercial Rate for 3 CY 1X Wk Bin
						Excluding Incremental Adjustment for Food Waste	Including Incremental Adjustment for Food Waste in 2022		
1	NASA	13%	40%	0	0	\$ 39.50	\$ 43.45	10%	\$ 190.00
2	Republic	Less than 1%	28%	4	1	\$ 25.50	\$ 26.01	2%	\$ 206.25
3	UWS	6%	50%	1	2	\$ 23.89	\$ 25.56	7%	\$ 172.91
4	Ware	10%	41%	0	4	\$ 23.75	\$ 26.72	12.5%	\$ 128.00
5	Waste Management	Less than 1%	41%	36	8	\$ 21.75	\$ 23.93	10%	\$ 187.59
6	Waste Resources	7%	51%	1	0	\$ 25.88	\$ 27.43	6%	\$ 145.10
7	<b>Current Contract - CY 2019</b>					\$ 15.51			\$ 108.75

**ATTACHMENT 3  
PROPOSED RATE REVENUE - ALL PROPOSERS**

**Table of Contents**

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3 - 3	Commercial and Multi-Family Service - Rates
3 - 4	Commercial and Multi-Family Service - Revenue
3 - 5	Roll-off Box and Temporary Bin Service - Rates and Revenue
3 - 6	Other Services - Rates and Revenue

City of Lawndale  
Annual Contractor Rate Revenue Summary

Line	Service Category							
		Current Contract (CY 2019)	NASA (CY 2020)	Republic (CY 2020)	UWS (CY 2020)	Ware (CY 2020)	WM (CY 2020)	WRT (CY 2020)*
<b>Standard Services</b>								
1	Residential Service Revenue	\$ 1,152,000	\$ 2,890,000	\$ 1,876,000	\$ 1,759,000	\$ 1,754,000	\$ 1,609,000	\$ 1,903,000
2	Multi-Family and Commercial Rate Revenue	\$ 1,197,000	\$ 2,334,000	\$ 2,168,000	\$ 2,208,000	\$ 1,389,000	\$ 2,241,000	\$ 1,708,000
3	Roll-Off and Temporary Service Revenue <sup>(1)</sup>	\$ 109,000	\$ 184,000	\$ 153,000	\$ 147,000	\$ 132,000	\$ 158,000	\$ 212,000
4	Rounding Adjustment	\$ -	\$ -	\$ (1,000)	\$ (1,000)	\$ -	\$ -	\$ -
5	<b>Total Proposed Rate Revenue, Rounded</b>	<b>\$ 2,458,000</b>	<b>\$ 5,408,000</b>	<b>\$ 4,196,000</b>	<b>\$ 4,113,000</b>	<b>\$ 3,275,000</b>	<b>\$ 4,008,000</b>	<b>\$ 3,823,000</b>
6	Proposer Increase Over CY 2019 Rates	N/A	\$ 2,950,000	\$ 1,738,000	\$ 1,655,000	\$ 817,000	\$ 1,550,000	\$ 1,365,000
<b>Percent Above (Below) CY 2019 Rate Revenue</b>								
7	Residential Service Rate Revenue		151%	63%	53%	52%	40%	65%
8	Multi-Family and Commercial Rate Revenue		95%	81%	84%	16%	87%	43%
9	Roll-Off and Temporary Bin Rate Revenue		69%	40%	35%	21%	45%	94%
10	<b>Total</b>		<b>120%</b>	<b>71%</b>	<b>67%</b>	<b>33%</b>	<b>63%</b>	<b>56%</b>
<b>Other Services</b>								
<u>Residential Food Waste Program</u>								
11	Estimated Percent Increase for Residential Food Waste Program		10.00%	2.00%	7.00%	12.50%	10.00%	6.00%
12	Additional Rate Revenue for Residential Food Waste Program		\$ 286,000	\$ 37,000	\$ 121,000	\$ 216,000	\$ 158,000	\$ 113,000
13	Total Rate Revenue with Standard Services and Residential Food Waste Program		\$ 5,694,000	\$ 4,233,000	\$ 4,234,000	\$ 3,491,000	\$ 4,166,000	\$ 3,936,000
14								
<u>Optional: Door-to-Door HHW Program</u>								
15	Incremental Annual Cost per Residential Customer		\$ -	\$ -	\$ 25	\$ 36	\$ 12	\$ 36
16	Additional Rate Revenue for Door-to-Door HHW Program		\$ -	\$ -	\$ 154,000	\$ 219,000	\$ 73,000	\$ 219,000
17	Total Additional Revenue for Company to Perform Other Services		\$ 286,000	\$ 37,000	\$ 275,000	\$ 435,000	\$ 231,000	\$ 332,000
18								
19	<b>Total Additional Revenue for Company to Perform All Services</b>		<b>\$ 5,694,000</b>	<b>\$ 4,233,000</b>	<b>\$ 4,388,000</b>	<b>\$ 3,710,000</b>	<b>\$ 4,239,000</b>	<b>\$ 4,155,000</b>

(1) Excludes revenue from C&D roll-off and C&D temporary bins.

\*Initially proposed first year rate revenue was \$3,799,000 and was subsequently updated to include omitted auditing costs. WRI submitted two alternative proposals: (1) 2-Cart Residential Program with split-body trucks (\$3,662,000); (2) Reduced Residential Rates from cost redistribution to commercial sector (\$3,822,000). The alternative proposal rates are not shown in this Attachment.

WRI customers must purchase compostable food waste bags from WRI, or 3rd party sources - cost of bags is not included in this analysis.

**City of Lawndale  
Residential Service - Rates and Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rates						Billing Units (1)	Monthly Contractor Rate Revenue							
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM		WRT	Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
1	<b>Curbside Collection - 1x week, one refuse, recycling and organics cart (based on size of refuse container)</b>															
2	- 96-gallon refuse cart (2)	\$ 20.17	\$ 43.50	\$ 29.50	\$ 27.89	\$ 27.75	\$ 25.75	\$ 29.88	688	\$ 13,877	\$ 29,928	\$ 20,296	\$ 19,188	\$ 19,092	\$ 17,716	\$ 20,557
3	- 60-gallon refuse cart - Base Rate	\$ 15.51	\$ 39.50	\$ 25.50	\$ 23.89	\$ 23.75	\$ 21.75	\$ 25.88	4,422	\$ 68,585	\$ 174,669	\$ 112,761	\$ 105,642	\$ 105,023	\$ 96,179	\$ 114,441
4	- 35-gallon refuse cart (3)	\$ 10.86	\$ 35.50	\$ 21.50	\$ 19.89	\$ 19.75	\$ 17.75	\$ 21.88	619	\$ 6,722	\$ 21,975	\$ 13,309	\$ 12,312	\$ 12,225	\$ 10,987	\$ 13,544
5	<b>Senior Rate Reduction:</b>	15%	15%	15%	15%	10%	10%	15%								
6	- 96-gallon refuse cart	\$ 17.14	\$ 36.98	\$ 25.08	\$ 23.70	\$ 24.98	\$ 23.18	\$ 25.40	21	\$ 360	\$ 776	\$ 527	\$ 498	\$ 524	\$ 487	\$ 533
7	- 60-gallon refuse cart	\$ 13.18	\$ 33.58	\$ 21.68	\$ 20.30	\$ 21.38	\$ 19.58	\$ 22.00	259	\$ 3,415	\$ 8,696	\$ 5,614	\$ 5,258	\$ 5,536	\$ 5,070	\$ 5,697
8	- 35-gallon refuse cart	\$ 9.23	\$ 30.18	\$ 18.28	\$ 16.90	\$ 17.78	\$ 15.98	\$ 18.60	83	\$ 766	\$ 2,505	\$ 1,517	\$ 1,403	\$ 1,475	\$ 1,326	\$ 1,544
9	<b>Additional Cart Rates - Fixed</b>															
10	<b>Additional Refuse Carts - above one</b>															
11	- 96-gallon refuse cart	\$ 9.30	\$ 9.30	\$ 9.30	\$ 9.30	\$ 9.30	\$ 9.30	\$ 9.30	61	\$ 567	\$ 567	\$ 567	\$ 567	\$ 567	\$ 567	\$ 567
12	- 60-gallon refuse cart	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	140	\$ 977	\$ 977	\$ 977	\$ 977	\$ 977	\$ 977	\$ 977
13	- 35-gallon refuse cart	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64	94	\$ 436	\$ 436	\$ 436	\$ 436	\$ 436	\$ 436	\$ 436
14	<b>Additional Refuse Carts - above one with Senior Rate Reduction</b>															
15	- 96-gallon refuse cart	\$ 7.91	\$ 7.91	\$ 7.91	\$ 7.91	\$ 8.37	\$ 8.37	\$ 7.91	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	- 60-gallon refuse cart	\$ 5.93	\$ 5.93	\$ 5.93	\$ 5.93	\$ 6.28	\$ 6.28	\$ 5.93	2	\$ 12	\$ 12	\$ 12	\$ 12	\$ 13	\$ 13	\$ 12
17	- 35-gallon refuse cart	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	\$ 4.18	\$ 4.18	\$ 3.94	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	<b>Additional Recycling Carts - above two</b>															
19	- 96-gallon recycling cart	NA	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	- 60-gallon recycling cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	- 35-gallon recycling cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	4	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9
22	<b>Additional Recycling Carts - above two with Senior Rate Reduction</b>															
23	- 96-gallon recycling cart	NA	\$ 1.99	\$ 1.99	\$ 1.99	\$ 2.11	\$ 2.11	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	- 60-gallon recycling cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	\$ 2.11	\$ 2.11	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	- 35-gallon recycling cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	\$ 2.11	\$ 2.11	\$ 1.99	1	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2
26	<b>Additional Organics Carts - above one</b>															
27	- 96-gallon organics cart	NA	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	- 60-gallon organics cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	115	\$ 269	\$ 269	\$ 269	\$ 269	\$ 269	\$ 269	\$ 269
29	<b>Additional Organics Carts - above one with Senior Rate Reduction</b>															
30	- 96-gallon organics cart	NA	\$ 1.99	\$ 1.99	\$ 1.99	\$ 2.11	\$ 2.11	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	- 60-gallon organics cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	\$ 2.11	\$ 2.11	\$ 1.99	5	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11	\$ 11	\$ 10
32	Projected Monthly Residential Rate Revenue									\$ 96,007	\$ 240,831	\$ 156,306	\$ 146,583	\$ 146,159	\$ 134,049	\$ 158,598
33	Months per Year									12	12	12	12	12	12	12
34	Projected Annual Residential Cart Service Contractor Revenue									\$ 1,152,084	\$ 2,889,972	\$ 1,875,672	\$ 1,758,996	\$ 1,753,908	\$ 1,608,588	\$ 1,903,176
35	Projected Annual Residential Cart Service Contractor Revenue, Rounded									\$ 1,152,000	\$ 2,890,000	\$ 1,876,000	\$ 1,759,000	\$ 1,754,000	\$ 1,609,000	\$ 1,903,000

(1) Based on cart distribution as of March 2018.  
 (2) 96-gallon refuse cart rate shall be set \$4.00 per month higher than the proposed 60-gallon rate.  
 (3) 35-gallon refuse cart rate shall be set \$4.00 per month lower than the proposed 60-gallon rate.

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate							Billing Units
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT	
<b>Carts</b>									
1	<b>Refuse Cart</b>								
2	96-gallon 1x week	NA	\$ 60.00	\$ 94.57	N/A	N/A	\$ 69.30	\$ 49.79	-
3	96-gallon 2x week	NA	\$ 108.00	\$ 170.24	N/A	N/A	\$ 127.74	\$ 99.61	-
4	96-gallon 3x week	NA	\$ 153.00	\$ 246.85	N/A	N/A	\$ 180.87	\$ 149.42	-
5	96-gallon 4x week	NA	\$ 198.00	\$ 321.57	N/A	N/A	\$ 235.63	\$ 199.24	-
6	96-gallon 5x week	NA	\$ 234.00	\$ 397.21	N/A	N/A	\$ 291.05	\$ 249.02	-
7	96-gallon 6x week	NA	\$ 294.00	\$ 476.65	N/A	N/A	\$ 349.26	\$ 298.83	-
8	<b>Recycling Cart</b>								
9	96-gallon 1x week	\$ 19.04	\$ 30.00	\$ -	\$ 39.98	\$ 18.74	\$ 26.69	\$ 24.90	70
10	96-gallon 2x week	\$ 38.09	\$ 54.00	\$ -	\$ 79.99	\$ 37.49	\$ 53.39	\$ 49.81	-
11	96-gallon 3x week	\$ 57.14	\$ 76.50	\$ -	\$ 119.99	\$ 56.24	\$ 80.08	\$ 74.71	-
12	96-gallon 4x week	\$ 76.19	\$ 99.00	\$ -	\$ 160.00	\$ 74.99	\$ 106.78	\$ 99.62	-
13	96-gallon 5x week	\$ 95.23	\$ 117.00	\$ -	\$ 199.98	\$ 93.73	\$ 133.47	\$ 124.51	-
14	96-gallon 6x week	\$ 114.28	\$ 147.00	\$ -	\$ 239.99	\$ 112.48	\$ 160.16	\$ 149.42	-
15	<b>Organics Recycling Cart</b>								
16	60-gallon 1x week	NA	\$ 96.75	\$ -	\$ 125.00	\$ 68.00	\$ 48.00	\$ 42.00	-
17	60-gallon 2x week	NA	\$ 193.50	\$ -	\$ 250.00	\$ 136.00	\$ 96.00	\$ 84.00	48
18	60-gallon 3x week	NA	\$ 290.25	\$ -	\$ 375.00	\$ 204.00	\$ 144.00	\$ 126.00	-
19	60-gallon 4x week	NA	\$ 387.00	\$ -	\$ 500.00	\$ 272.00	\$ 192.00	\$ 168.00	-
20	60-gallon 5x week	NA	\$ 483.75	\$ -	\$ 625.00	\$ 340.00	\$ 240.00	\$ 210.00	-
21	<b>MF Organics Recycling Cart</b>								
22	90-gallon 1x week	NA	\$ 117.00	\$ -	\$ 150.00	\$ 81.00	N/A	\$ 60.00	4
23	90-gallon 2x week	NA	\$ 234.00	\$ -	\$ 300.00	\$ 162.00	N/A	\$ 120.00	-
24	90-gallon 3x week	NA	\$ 351.00	\$ -	\$ 450.00	\$ 243.00	N/A	\$ 180.00	-
25	90-gallon 4x week	NA	\$ 468.00	\$ -	\$ 600.00	\$ 324.00	N/A	\$ 240.00	3
26	90-gallon 5x week	NA	\$ 585.00	\$ -	\$ 750.00	\$ 405.00	N/A	\$ 300.00	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate							Billing Units
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT	
<b>Refuse Bins</b>									
27	1 Cubic Yard 1x week	\$ 73.33	\$ 120.00	\$ 139.08	\$ 116.59	\$ 72.18	\$ 138.59	\$ 95.89	27
28	1 Cubic Yard 2x week	\$ 132.00	\$ 216.00	\$ 250.35	\$ 209.88	\$ 129.92	\$ 249.48	\$ 173.45	2
29	1 Cubic Yard 3x week	\$ 191.40	\$ 306.00	\$ 363.01	\$ 304.33	\$ 188.39	\$ 361.75	\$ 250.26	1
30	1 Cubic Yard 4x week	\$ 249.34	\$ 396.00	\$ 472.90	\$ 396.45	\$ 245.41	\$ 471.25	\$ 326.00	-
31	1 Cubic Yard 5x week	\$ 307.99	\$ 468.00	\$ 584.13	\$ 489.70	\$ 303.14	\$ 582.10	\$ 402.69	-
32	1 Cubic Yard 6x week	\$ 369.59	\$ 588.00	\$ 700.96	\$ 587.65	\$ 363.77	\$ 698.53	\$ 483.23	-
33	1.5 Cubic Yard 1x week	\$ 78.14	\$ 140.00	\$ 148.20	\$ 124.24	\$ 76.91	\$ 147.68	\$ 105.17	17
34	1.5 Cubic Yard 2x week	\$ 140.62	\$ 252.00	\$ 266.70	\$ 223.59	\$ 138.41	\$ 265.77	\$ 183.66	2
35	1.5 Cubic Yard 3x week	\$ 203.91	\$ 357.00	\$ 386.73	\$ 324.22	\$ 200.70	\$ 385.39	\$ 266.61	2
36	1.5 Cubic Yard 4x week	\$ 265.60	\$ 462.00	\$ 503.74	\$ 422.30	\$ 261.42	\$ 501.98	\$ 347.27	-
37	1.5 Cubic Yard 5x week	\$ 328.13	\$ 546.00	\$ 622.33	\$ 521.73	\$ 322.96	\$ 620.17	\$ 429.02	-
38	1.5 Cubic Yard 6x week	\$ 393.74	\$ 686.00	\$ 746.77	\$ 626.05	\$ 387.54	\$ 744.17	\$ 514.81	1
39	2 Cubic Yard 1x week	\$ 91.67	\$ 160.00	\$ 173.86	\$ 145.76	\$ 90.23	\$ 173.26	\$ 121.87	95
40	2 Cubic Yard 2x week	\$ 165.00	\$ 288.00	\$ 312.94	\$ 262.35	\$ 162.40	\$ 311.85	\$ 217.73	4
41	2 Cubic Yard 3x week	\$ 239.25	\$ 408.00	\$ 453.76	\$ 380.41	\$ 235.48	\$ 452.18	\$ 312.32	3
42	2 Cubic Yard 4x week	\$ 311.65	\$ 528.00	\$ 591.07	\$ 495.52	\$ 306.74	\$ 589.02	\$ 407.48	1
43	2 Cubic Yard 5x week	\$ 384.98	\$ 624.00	\$ 730.15	\$ 612.12	\$ 378.92	\$ 727.61	\$ 503.35	-
44	2 Cubic Yard 6x week	\$ 462.00	\$ 784.00	\$ 876.23	\$ 734.58	\$ 454.72	\$ 873.18	\$ 604.05	-
45	3 Cubic Yard 1x week	\$ 108.75	\$ 190.00	\$ 206.25	\$ 172.91	\$ 128.00	\$ 187.59	\$ 145.10	166
46	3 Cubic Yard 2x week	\$ 195.75	\$ 342.00	\$ 371.26	\$ 311.24	\$ 192.67	\$ 337.67	\$ 257.74	83
47	3 Cubic Yard 3x week	\$ 283.83	\$ 484.50	\$ 538.31	\$ 450.99	\$ 279.36	\$ 489.61	\$ 369.87	58
48	3 Cubic Yard 4x week	\$ 369.75	\$ 627.00	\$ 701.27	\$ 587.90	\$ 363.93	\$ 637.82	\$ 483.07	6
49	3 Cubic Yard 5x week	\$ 456.73	\$ 741.00	\$ 866.23	\$ 726.20	\$ 449.54	\$ 787.86	\$ 597.17	1
50	3 Cubic Yard 6x week	\$ 548.08	\$ 931.00	\$ 1,039.49	\$ 871.45	\$ 539.45	\$ 945.44	\$ 716.61	6
51	4 Cubic Yard 1x week	\$ 134.99	\$ 225.00	\$ 256.02	\$ 214.63	\$ 150.00	\$ 232.86	\$ 178.49	27
52	4 Cubic Yard 2x week	\$ 243.00	\$ 405.00	\$ 460.87	\$ 386.37	\$ 239.17	\$ 419.18	\$ 319.22	21
53	4 Cubic Yard 3x week	\$ 352.34	\$ 573.75	\$ 668.25	\$ 560.22	\$ 346.79	\$ 607.79	\$ 462.58	22
54	4 Cubic Yard 4x week	\$ 458.99	\$ 742.50	\$ 870.52	\$ 729.79	\$ 451.76	\$ 791.76	\$ 600.12	1
55	4 Cubic Yard 5x week	\$ 566.98	\$ 877.50	\$ 1,075.33	\$ 901.50	\$ 558.05	\$ 978.04	\$ 741.31	1
56	4 Cubic Yard 6x week	\$ 680.37	\$ 1,102.50	\$ 1,290.39	\$ 1,081.79	\$ 669.66	\$ 1,173.64	\$ 889.57	5
57	6 Cubic Yard 1x week	\$ 152.49	\$ 295.00	\$ 289.21	\$ 242.46	\$ 175.00	\$ 263.05	\$ 202.02	1
58	6 Cubic Yard 2x week	\$ 274.48	\$ 531.00	\$ 520.58	\$ 436.45	\$ 270.16	\$ 473.48	\$ 358.88	6
59	6 Cubic Yard 3x week	\$ 398.00	\$ 752.25	\$ 754.85	\$ 632.82	\$ 391.73	\$ 686.55	\$ 519.38	-
60	6 Cubic Yard 4x week	\$ 518.49	\$ 973.50	\$ 983.37	\$ 824.40	\$ 510.32	\$ 894.40	\$ 677.90	-
61	6 Cubic Yard 5x week	\$ 640.48	\$ 1,150.50	\$ 1,214.73	\$ 1,018.36	\$ 630.39	\$ 1,104.83	\$ 837.41	-
62	6 Cubic Yard 6x week	\$ 768.57	\$ 1,445.50	\$ 1,457.67	\$ 1,222.03	\$ 756.47	\$ 1,325.78	\$ 1,004.89	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate							Billing Units
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT	
<b>Refuse Compactor Bins</b>									
63	3 Cubic Yard 1x week	\$ 218.73	\$ 295.00	\$ 414.84	\$ 347.78	\$ 215.29	\$ 328.29	\$ 285.86	-
64	3 Cubic Yard 2x week	\$ 393.74	\$ 531.00	\$ 746.77	\$ 626.05	\$ 387.54	\$ 656.58	\$ 517.02	-
65	3 Cubic Yard 3x week	\$ 570.92	\$ 752.25	\$ 1,082.80	\$ 907.76	\$ 561.93	\$ 984.87	\$ 746.47	-
66	3 Cubic Yard 4x week	\$ 573.74	\$ 973.50	\$ 1,410.57	\$ 1,182.55	\$ 732.03	\$ 1,313.16	\$ 972.43	-
67	3 Cubic Yard 5x week	\$ 918.73	\$ 1,150.50	\$ 1,742.46	\$ 1,460.78	\$ 904.26	\$ 1,641.45	\$ 1,201.22	-
68	3 Cubic Yard 6x week	\$ 1,102.50	\$ 1,445.50	\$ 2,091.00	\$ 1,752.98	\$ 1,085.14	\$ 1,969.73	\$ 1,441.50	-
69	4 Cubic Yard 1x week	\$ 249.99	\$ 350.00	\$ 474.13	\$ 397.48	\$ 245.05	\$ 407.50	\$ 326.85	-
70	4 Cubic Yard 2x week	\$ 449.99	\$ 630.00	\$ 853.45	\$ 715.48	\$ 442.90	\$ 815.00	\$ 588.35	-
71	4 Cubic Yard 3x week	\$ 652.49	\$ 892.50	\$ 1,237.51	\$ 1,037.46	\$ 642.21	\$ 1,222.50	\$ 853.11	-
72	4 Cubic Yard 4x week	\$ 849.97	\$ 1,155.00	\$ 1,612.05	\$ 1,351.45	\$ 836.58	\$ 1,630.00	\$ 1,149.36	-
73	4 Cubic Yard 5x week	\$ 1,049.98	\$ 1,365.00	\$ 1,991.39	\$ 1,669.47	\$ 1,033.44	\$ 2,037.51	\$ 1,372.82	-
74	4 Cubic Yard 6x week	\$ 1,259.96	\$ 1,715.00	\$ 2,389.63	\$ 2,001.91	\$ 1,240.12	\$ 2,445.01	\$ 1,647.37	-
<b>Organics Recycling Bins</b>									
75	1 Cubic Yard 1x week	NA	\$ 234.00	\$ -	\$ 195.00	\$ 127.00	\$ 87.50	\$ 110.00	-
76	1 Cubic Yard 2x week	NA	\$ 468.00	\$ -	\$ 390.00	\$ 254.00	\$ 175.00	\$ 220.00	3
77	1 Cubic Yard 3x week	NA	\$ 702.00	\$ -	\$ 585.00	\$ 381.00	\$ 262.50	\$ 330.00	-
78	1 Cubic Yard 4x week	NA	\$ 936.00	\$ -	\$ 780.00	\$ 508.00	\$ 350.00	\$ 440.00	-
79	1 Cubic Yard 5x week	NA	\$ 1,170.00	\$ -	\$ 975.00	\$ 635.00	\$ 437.50	\$ 550.00	-
80	1.5 Cubic Yard 1x week	NA	\$ 310.25	\$ -	\$ 245.00	\$ 146.14	\$ 131.25	\$ 120.00	-
81	1.5 Cubic Yard 2x week	NA	\$ 620.50	\$ -	\$ 490.00	\$ 292.28	\$ 262.50	\$ 240.00	1
82	1.5 Cubic Yard 3x week	NA	\$ 930.75	\$ -	\$ 735.00	\$ 438.42	\$ 393.75	\$ 360.00	-
83	1.5 Cubic Yard 4x week	NA	\$ 1,241.00	\$ -	\$ 980.00	\$ 584.56	\$ 525.00	\$ 480.00	-
84	1.5 Cubic Yard 5x week	NA	\$ 1,551.25	\$ -	\$ 1,225.00	\$ 730.70	\$ 656.25	\$ 600.00	-
85	2 Cubic Yard 1x week	NA	\$ 387.25	\$ -	\$ 295.00	\$ 194.85	\$ 175.00	\$ 140.00	-
86	2 Cubic Yard 2x week	NA	\$ 774.50	\$ -	\$ 590.00	\$ 389.70	\$ 350.00	\$ 280.00	11
87	2 Cubic Yard 3x week	NA	\$ 1,161.75	\$ -	\$ 885.00	\$ 584.55	\$ 525.00	\$ 420.00	-
88	2 Cubic Yard 4x week	NA	\$ 1,549.00	\$ -	\$ 1,180.00	\$ 779.40	\$ 700.00	\$ 560.00	-
89	2 Cubic Yard 5x week	NA	\$ 1,936.25	\$ -	\$ 1,475.00	\$ 974.25	\$ 875.00	\$ 700.00	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate							Billing Units
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT	
<b>Recycling Bins</b>									
90	1 Cubic Yard 1x week	\$ 27.78	\$ 60.00	\$ -	\$ 58.34	\$ 27.34	\$ 77.78	\$ 47.95	6
91	1 Cubic Yard 2x week	\$ 55.55	\$ 108.00	\$ -	\$ 116.66	\$ 54.68	\$ 155.54	\$ 86.73	-
92	1 Cubic Yard 3x week	\$ 83.33	\$ 153.00	\$ -	\$ 174.99	\$ 82.02	\$ 233.32	\$ 125.13	1
93	1 Cubic Yard 4x week	\$ 111.12	\$ 198.00	\$ -	\$ 233.35	\$ 109.37	\$ 311.14	\$ 163.00	-
94	1 Cubic Yard 5x week	\$ 138.88	\$ 234.00	\$ -	\$ 291.65	\$ 136.69	\$ 388.86	\$ 201.35	-
95	1 Cubic Yard 6x week	\$ 166.67	\$ 294.00	\$ -	\$ 350.01	\$ 164.05	\$ 466.68	\$ 241.62	-
96	1.5 Cubic Yard 1x week	\$ 31.25	\$ 70.00	\$ -	\$ 65.63	\$ 30.76	\$ 87.50	\$ 52.59	2
97	1.5 Cubic Yard 2x week	\$ 62.49	\$ 126.00	\$ -	\$ 131.23	\$ 61.51	\$ 174.97	\$ 91.83	-
98	1.5 Cubic Yard 3x week	\$ 93.75	\$ 178.50	\$ -	\$ 196.88	\$ 92.27	\$ 262.50	\$ 133.31	-
99	1.5 Cubic Yard 4x week	\$ 125.00	\$ 231.00	\$ -	\$ 262.50	\$ 123.03	\$ 350.00	\$ 173.64	-
100	1.5 Cubic Yard 5x week	\$ 156.24	\$ 273.00	\$ -	\$ 328.10	\$ 153.78	\$ 437.47	\$ 214.51	-
101	1.5 Cubic Yard 6x week	\$ 187.48	\$ 343.00	\$ -	\$ 393.71	\$ 184.53	\$ 524.94	\$ 257.41	-
102	2 Cubic Yard 1x week	\$ 33.32	\$ 80.00	\$ -	\$ 69.97	\$ 32.80	\$ 93.30	\$ 60.94	13
103	2 Cubic Yard 2x week	\$ 66.66	\$ 144.00	\$ -	\$ 139.99	\$ 65.61	\$ 186.65	\$ 108.87	4
104	2 Cubic Yard 3x week	\$ 100.00	\$ 204.00	\$ -	\$ 210.00	\$ 98.43	\$ 280.00	\$ 156.16	-
105	2 Cubic Yard 4x week	\$ 133.33	\$ 264.00	\$ -	\$ 279.99	\$ 131.23	\$ 373.32	\$ 203.74	-
106	2 Cubic Yard 5x week	\$ 166.67	\$ 312.00	\$ -	\$ 350.01	\$ 164.05	\$ 466.68	\$ 251.68	-
107	2 Cubic Yard 6x week	\$ 199.99	\$ 392.00	\$ -	\$ 419.98	\$ 196.84	\$ 559.97	\$ 302.03	-
108	3 Cubic Yard 1x week	\$ 35.71	\$ 95.00	\$ -	\$ 74.99	\$ 55.00	\$ 99.99	\$ 72.55	19
109	3 Cubic Yard 2x week	\$ 71.45	\$ 171.00	\$ -	\$ 150.05	\$ 70.32	\$ 200.06	\$ 128.87	9
110	3 Cubic Yard 3x week	\$ 107.15	\$ 242.25	\$ -	\$ 255.02	\$ 105.46	\$ 300.02	\$ 184.94	3
111	3 Cubic Yard 4x week	\$ 142.87	\$ 313.50	\$ -	\$ 300.03	\$ 140.62	\$ 400.04	\$ 241.54	-
112	3 Cubic Yard 5x week	\$ 178.55	\$ 370.50	\$ -	\$ 374.96	\$ 175.74	\$ 499.94	\$ 298.59	1
113	3 Cubic Yard 6x week	\$ 214.28	\$ 465.50	\$ -	\$ 449.99	\$ 210.91	\$ 599.98	\$ 358.31	-
114	4 Cubic Yard 1x week	\$ 42.88	\$ 112.50	\$ -	\$ 90.05	\$ 62.20	\$ 120.06	\$ 89.25	2
115	4 Cubic Yard 2x week	\$ 85.70	\$ 202.50	\$ -	\$ 179.97	\$ 84.35	\$ 239.96	\$ 159.61	-
116	4 Cubic Yard 3x week	\$ 128.58	\$ 286.88	\$ -	\$ 270.02	\$ 126.56	\$ 360.02	\$ 231.29	-
117	4 Cubic Yard 4x week	\$ 171.42	\$ 371.25	\$ -	\$ 359.98	\$ 168.72	\$ 479.98	\$ 300.06	1
118	4 Cubic Yard 5x week	\$ 214.28	\$ 438.75	\$ -	\$ 449.99	\$ 210.91	\$ 599.98	\$ 370.66	-
119	4 Cubic Yard 6x week	\$ 257.12	\$ 551.25	\$ -	\$ 539.95	\$ 253.07	\$ 719.94	\$ 444.79	-
120	6 Cubic Yard 1x week	\$ 50.00	\$ 147.50	\$ -	\$ 105.00	\$ 69.21	\$ 140.00	\$ 101.01	1
121	6 Cubic Yard 2x week	\$ 100.00	\$ 265.50	\$ -	\$ 210.00	\$ 98.43	\$ 280.00	\$ 179.44	-
122	6 Cubic Yard 3x week	\$ 149.99	\$ 376.13	\$ -	\$ 314.98	\$ 147.63	\$ 419.97	\$ 259.69	-
123	6 Cubic Yard 4x week	\$ 199.99	\$ 486.75	\$ -	\$ 419.98	\$ 196.84	\$ 559.97	\$ 338.95	-
124	6 Cubic Yard 5x week	\$ 249.99	\$ 575.25	\$ -	\$ 524.98	\$ 246.05	\$ 699.97	\$ 418.71	-
125	6 Cubic Yard 6x week	\$ 300.00	\$ 772.75	\$ -	\$ 630.00	\$ 295.28	\$ 840.00	\$ 502.45	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate							Billing Units
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT	
	<b>Locking Bin Service - Per Bin</b>								
126	1x week	\$ 5.69	\$ 10.00	\$ 10.79	\$ 15.00	\$ 5.60	\$ 10.00	\$ 12.18	48
127	2x week	\$ 11.40	\$ 20.00	\$ 21.62	\$ 30.00	\$ 11.22	\$ 20.00	\$ 24.35	6
128	3x week	\$ 17.10	\$ 30.00	\$ 32.43	\$ 45.00	\$ 16.83	\$ 30.00	\$ 36.53	4
129	4x week	\$ 22.78	\$ 40.00	\$ 43.20	\$ 60.00	\$ 22.42	\$ 40.00	\$ 48.71	-
130	5x week	\$ 28.48	\$ 50.00	\$ 54.02	\$ 75.00	\$ 28.03	\$ 50.00	\$ 60.89	-
131	6x week	\$ 34.19	\$ 60.00	\$ 64.84	\$ 90.00	\$ 33.65	\$ 60.00	\$ 73.06	4
132	<b>Total Commercial Containers</b>								761

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
<b>Carts</b>								
1	<b>Refuse Cart</b>							
2	96-gallon 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	96-gallon 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4	96-gallon 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5	96-gallon 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6	96-gallon 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7	96-gallon 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8	<b>Recycling Cart</b>							
9	96-gallon 1x week	\$ 1,332.80	\$ 2,100.00	\$ -	\$ 2,798.60	\$ 1,311.80	\$ 1,868.30	\$ 1,743.00
10	96-gallon 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	96-gallon 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	96-gallon 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13	96-gallon 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	96-gallon 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	<b>Organics Recycling Cart</b>							
16	60-gallon 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	60-gallon 2x week	\$ -	\$ 9,288.00	\$ -	\$ 12,000.00	\$ 6,528.00	\$ 4,608.00	\$ 4,032.00
18	60-gallon 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	60-gallon 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20	60-gallon 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	<b>MF Organics Recycling Cart</b>							
22	90-gallon 1x week	\$ -	\$ 468.00	\$ -	\$ 600.00	\$ 324.00	\$ -	\$ 240.00
23	90-gallon 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24	90-gallon 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	90-gallon 4x week	\$ -	\$ 1,404.00	\$ -	\$ 1,800.00	\$ 972.00	\$ -	\$ 720.00
26	90-gallon 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
<b>Refuse Bins</b>								
27	1 Cubic Yard 1x week	\$ 1,979.91	\$ 3,240.00	\$ 3,755.16	\$ 3,147.93	\$ 1,948.86	\$ 3,741.93	\$ 2,589.03
28	1 Cubic Yard 2x week	\$ 264.00	\$ 432.00	\$ 500.70	\$ 419.76	\$ 259.84	\$ 498.96	\$ 346.90
29	1 Cubic Yard 3x week	\$ 191.40	\$ 306.00	\$ 363.01	\$ 304.33	\$ 188.39	\$ 361.75	\$ 250.26
30	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	1 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	1.5 Cubic Yard 1x week	\$ 1,328.38	\$ 2,380.00	\$ 2,519.40	\$ 2,112.08	\$ 1,307.47	\$ 2,510.56	\$ 1,787.89
34	1.5 Cubic Yard 2x week	\$ 281.24	\$ 504.00	\$ 533.40	\$ 447.18	\$ 276.82	\$ 531.54	\$ 367.32
35	1.5 Cubic Yard 3x week	\$ 407.82	\$ 714.00	\$ 773.46	\$ 648.44	\$ 401.40	\$ 770.78	\$ 533.22
36	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
38	1.5 Cubic Yard 6x week	\$ 393.74	\$ 686.00	\$ 746.77	\$ 626.05	\$ 387.54	\$ 744.17	\$ 514.81
39	2 Cubic Yard 1x week	\$ 8,708.65	\$ 15,200.00	\$ 16,516.70	\$ 13,847.20	\$ 8,571.85	\$ 16,459.70	\$ 11,577.65
40	2 Cubic Yard 2x week	\$ 660.00	\$ 1,152.00	\$ 1,251.76	\$ 1,049.40	\$ 649.60	\$ 1,247.40	\$ 870.92
41	2 Cubic Yard 3x week	\$ 717.75	\$ 1,224.00	\$ 1,361.28	\$ 1,141.23	\$ 706.44	\$ 1,356.54	\$ 936.96
42	2 Cubic Yard 4x week	\$ 311.65	\$ 528.00	\$ 591.07	\$ 495.52	\$ 306.74	\$ 589.02	\$ 407.48
43	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
44	2 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
45	3 Cubic Yard 1x week	\$ 18,052.50	\$ 31,540.00	\$ 34,237.50	\$ 28,703.06	\$ 21,248.00	\$ 31,139.94	\$ 24,086.60
46	3 Cubic Yard 2x week	\$ 16,247.25	\$ 28,386.00	\$ 30,814.58	\$ 25,832.92	\$ 15,991.61	\$ 28,026.61	\$ 21,392.42
47	3 Cubic Yard 3x week	\$ 16,462.14	\$ 28,101.00	\$ 31,221.98	\$ 26,157.42	\$ 16,202.88	\$ 28,397.38	\$ 21,452.46
48	3 Cubic Yard 4x week	\$ 2,218.50	\$ 3,762.00	\$ 4,207.62	\$ 3,527.40	\$ 2,183.58	\$ 3,826.92	\$ 2,898.42
49	3 Cubic Yard 5x week	\$ 456.73	\$ 741.00	\$ 866.23	\$ 726.20	\$ 449.54	\$ 787.86	\$ 597.17
50	3 Cubic Yard 6x week	\$ 3,288.48	\$ 5,586.00	\$ 6,236.94	\$ 5,228.70	\$ 3,236.70	\$ 5,672.64	\$ 4,299.66
51	4 Cubic Yard 1x week	\$ 3,644.73	\$ 6,075.00	\$ 6,912.54	\$ 5,795.01	\$ 4,050.00	\$ 6,287.22	\$ 4,819.23
52	4 Cubic Yard 2x week	\$ 5,103.00	\$ 8,505.00	\$ 9,678.27	\$ 8,113.77	\$ 5,022.57	\$ 8,802.78	\$ 6,703.62
53	4 Cubic Yard 3x week	\$ 7,751.48	\$ 12,622.50	\$ 14,701.50	\$ 12,324.84	\$ 7,629.38	\$ 13,371.38	\$ 10,176.76
54	4 Cubic Yard 4x week	\$ 458.99	\$ 742.50	\$ 870.52	\$ 729.79	\$ 451.76	\$ 791.76	\$ 600.12
55	4 Cubic Yard 5x week	\$ 566.98	\$ 877.50	\$ 1,075.33	\$ 901.50	\$ 558.05	\$ 978.04	\$ 741.31
56	4 Cubic Yard 6x week	\$ 3,401.85	\$ 5,512.50	\$ 6,451.95	\$ 5,408.95	\$ 3,348.30	\$ 5,868.20	\$ 4,447.85
57	6 Cubic Yard 1x week	\$ 152.49	\$ 295.00	\$ 289.21	\$ 242.46	\$ 175.00	\$ 263.05	\$ 202.02
58	6 Cubic Yard 2x week	\$ 1,646.88	\$ 3,186.00	\$ 3,123.48	\$ 2,618.70	\$ 1,620.96	\$ 2,840.88	\$ 2,153.28
59	6 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60	6 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
61	6 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
62	6 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Lawndale**  
**Commercial And Multi-Family Service - Revenue**  
**CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
<b>Refuse Compactor Bins</b>								
63	3 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
64	3 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
65	3 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
66	3 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	3 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
68	3 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
69	4 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
70	4 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
71	4 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
72	4 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
73	4 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
74	4 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Organics Recycling Bins</b>								
75	1 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
76	1 Cubic Yard 2x week	\$ -	\$ 1,404.00	\$ -	\$ 1,170.00	\$ 762.00	\$ 525.00	\$ 660.00
77	1 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
78	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
79	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
80	1.5 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
81	1.5 Cubic Yard 2x week	\$ -	\$ 620.50	\$ -	\$ 490.00	\$ 292.28	\$ 262.50	\$ 240.00
82	1.5 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
83	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
84	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
85	2 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
86	2 Cubic Yard 2x week	\$ -	\$ 8,519.50	\$ -	\$ 6,490.00	\$ 4,286.70	\$ 3,850.00	\$ 3,080.00
87	2 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88	2 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Lawndale**  
**Commercial And Multi-Family Service - Revenue**  
**CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
<b>Recycling Bins</b>								
90	1 Cubic Yard 1x week	\$ 166.68	\$ 360.00	\$ -	\$ 350.04	\$ 164.04	\$ 466.68	\$ 287.70
91	1 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	1 Cubic Yard 3x week	\$ 83.33	\$ 153.00	\$ -	\$ 174.99	\$ 82.02	\$ 233.32	\$ 125.13
93	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
94	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
95	1 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	1.5 Cubic Yard 1x week	\$ 62.50	\$ 140.00	\$ -	\$ 131.26	\$ 61.52	\$ 175.00	\$ 105.18
97	1.5 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98	1.5 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
101	1.5 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	2 Cubic Yard 1x week	\$ 433.16	\$ 1,040.00	\$ -	\$ 909.61	\$ 426.40	\$ 1,212.90	\$ 792.22
103	2 Cubic Yard 2x week	\$ 266.64	\$ 576.00	\$ -	\$ 559.96	\$ 262.44	\$ 746.60	\$ 435.48
104	2 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
105	2 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
106	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
107	2 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
108	3 Cubic Yard 1x week	\$ 678.49	\$ 1,805.00	\$ -	\$ 1,424.81	\$ 1,045.00	\$ 1,899.81	\$ 1,378.45
109	3 Cubic Yard 2x week	\$ 643.05	\$ 1,539.00	\$ -	\$ 1,350.45	\$ 632.88	\$ 1,800.54	\$ 1,159.83
110	3 Cubic Yard 3x week	\$ 321.45	\$ 726.75	\$ -	\$ 765.06	\$ 316.38	\$ 900.06	\$ 554.82
111	3 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
112	3 Cubic Yard 5x week	\$ 178.55	\$ 370.50	\$ -	\$ 374.96	\$ 175.74	\$ 499.94	\$ 298.59
113	3 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
114	4 Cubic Yard 1x week	\$ 85.76	\$ 225.00	\$ -	\$ 180.10	\$ 124.40	\$ 240.12	\$ 178.50
115	4 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
116	4 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
117	4 Cubic Yard 4x week	\$ 171.42	\$ 371.25	\$ -	\$ 359.98	\$ 168.72	\$ 479.98	\$ 300.06
118	4 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
119	4 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
120	6 Cubic Yard 1x week	\$ 50.00	\$ 147.50	\$ -	\$ 105.00	\$ 69.21	\$ 140.00	\$ 101.01
121	6 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
122	6 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
123	6 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
124	6 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
125	6 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
	<b>Locking Bin Service - Per Bin</b>							
126	1x week	\$ 273.12	\$ 480.00	\$ 517.92	\$ 720.00	\$ 268.80	\$ 480.00	\$ 584.64
127	2x week	\$ 68.40	\$ 120.00	\$ 129.72	\$ 180.00	\$ 67.32	\$ 120.00	\$ 146.10
128	3x week	\$ 68.40	\$ 120.00	\$ 129.72	\$ 180.00	\$ 67.32	\$ 120.00	\$ 146.12
129	4x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
130	5x week	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
131	6x week	\$ 136.76	\$ 240.00	\$ 259.36	\$ 360.00	\$ 134.60	\$ 240.00	\$ 292.24
132	Total Monthly Commercial Revenue	\$ 99,717	\$ 194,516	\$ 180,637	\$ 184,025	\$ 115,717	\$ 186,736	\$ 142,354
133	Months per Year	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>
134	Total Annual Commercial Revenue	\$ 1,196,605	\$ 2,334,192	\$ 2,167,645	\$ 2,208,296	\$ 1,388,602	\$ 2,240,829	\$ 1,708,253
135	Total Annual Commercial Revenue, Rounded	\$ 1,197,000	\$ 2,334,000	\$ 2,168,000	\$ 2,208,000	\$ 1,389,000	\$ 2,241,000	\$ 1,708,000

**City of Lawndale  
Roll-off Box and Temporary Bin Service - Rates and Revenue  
CY 2020**

Line	Service Category	Contractor Rates							Service Count (Pulls in CY 2017)	Contractor Rate Revenue						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
1	<b>Roll-Off Box Pulls</b>															
2	Standard Roll-off Box (1)															
3	Regular Refuse - Any Size	\$ 434.08	\$ 695.00	\$ 518.03	\$ 575.00	\$ 537.00	\$ 629.42	\$ 824.50	220	\$ 95,498	\$152,900	\$113,967	\$126,500	\$118,140	\$138,472	\$181,390
4	Regular Recycling - Any Size	\$ 164.87	\$ 395.00	\$ 494.46	\$ 259.00	\$ 175.00	\$ 239.00	\$ 389.50	75	\$ 12,365	\$ 29,625	\$ 37,085	\$ 19,425	\$ 13,125	\$ 17,925	\$ 29,213
5	Lowboy	\$ 434.08	\$ 695.00	\$ 518.03	\$ 645.00	\$ 537.00	\$ 629.42	\$ 824.50	1	\$ 434	\$ 695	\$ 518	\$ 645	\$ 537	\$ 629	\$ 825
6	Compactor Roll-off Box Any Size								NA							
7	(150% of Standard Rate) (2)															
8	Subtotal Roll-off Box Rate Revenue									\$108,297	\$183,220	\$151,570	\$146,570	\$131,802	\$157,026	\$211,428
9	<b>Temporary Bin Rate</b>								<b>Service Count (Empties in CY 2017)</b>							
10	3-yard temp bin - first empty (1)	\$ 136.20	\$ 150.00	\$ 258.32	\$ 136.20	\$ 134.06	\$ 238.35	\$ 152.00	2	\$ 272	\$ 300	\$ 517	\$ 272	\$ 268	\$ 477	\$ 304
11	3-yard temp bin - additional empties (1)	\$ 108.75	\$ 95.00	\$ 206.25	\$ 108.75	\$ 107.04	\$ 190.31	\$ 122.00	3	\$ 326	\$ 285	\$ 619	\$ 326	\$ 321	\$ 571	\$ 366
12	Subtotal Temporary Bin Rate Revenue									\$ 598	\$ 585	\$ 1,136	\$ 598	\$ 589	\$ 1,048	\$ 670
13	Total Annual Roll-off Box and Temporary Bin Service Contractor Rate Revenue									\$108,895	\$183,805	\$152,706	\$147,168	\$132,391	\$158,074	\$212,098
14	Total Annual Roll-off Box and Temporary Bin Service Contractor Rate Revenue, Rounded									\$109,000	\$184,000	\$153,000	\$147,000	\$132,000	\$158,000	\$212,000

(1) Includes container delivery, rental, and disposal.

(2) Excludes compactor rental.

City of Lawndale  
Other Services Rates and Revenues

Line	Service Category (From Attachment 3-G)	Contractor Rates and Proposed Costs						
		Current Contract (CY 2019)	NASA	Republic	UWS	Ware	WM	WRT
<u>Residential Food Waste Program</u>								
1	Proposed Residential Rate Revenue for Basic Service (1)	\$ 1,124,700	\$ 2,862,588	\$ 1,848,288	\$ 1,731,612	\$ 1,726,500	\$ 1,581,180	\$ 1,875,792
2	Proposed Rate increase for Residential Food Waste	-	10%	2%	7%	12.5%	10%	6%
3	Additional Rate Revenue for Residential Food Waste Program	NA	\$ 286,259	\$ 36,966	\$ 121,213	\$ 215,813	\$ 158,118	\$ 112,548
<u>Optional: Door-to-Door Household Hazardous Waste Program</u>								
4	Incremental Monthly Cost per Residential Customer	NA	\$ -	\$ -	\$ 2.10	\$ 3.00	\$ 1.00	\$ 3.00
5	Months per Year		12	12	12	12	12	12
6	Incremental Annual Cost per Residential Customer		\$ -	\$ -	\$ 25.20	\$ 36.00	\$ 12.00	\$ 36.00
7	Total Residential Basic Service Accounts includes Senior Discount Customers (2)		6,092	6,092	6,092	6,092	6,092	6,092
8	Additional Rate Revenue for Door-to-Door HHW Program		\$ -	\$ -	\$ 153,518	\$ 219,312	\$ 73,104	\$ 219,312

(1) Sum of Residential Service Rate Revenue from Attachment 3-2 lines 2 through 8, multiplied by 12.  
 (2) Sum of Residential Billing Units from Attachment 3-2 lines 2 through 8.

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
<b>Republic</b>	Phoenix, AZ	Consolidated Disposal Service, LLC dba Republic Services, Inc.	Audited 2018

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
<b>Republic</b>	\$10 Billion (2018)	Less than 1%	0.58	63%

**Experience**

PROPOSER	OVERALL EXPERIENCE
<b>Republic</b>	<p>Consolidated Disposal Services, LLC dba Republic Services (Republic) is a wholly owned subsidiary of Republic Services, Inc., the second largest solid waste service provider in the USA.</p> <p>As the incumbent hauler, Republic has served the City of Lawndale for nearly 20 years. Republic has been providing waste collection and recycling services in Southern California for over 60 years. Republic has exclusive contracts with 19 municipalities in Los Angeles County and 16 municipalities in Orange County. Republic also owns and/or operates several transfer stations/material recovery facilities in Los Angeles County, and owns Sunshine Canyon Landfill.</p>

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES REGION
<b>Republic</b>	<p>Republic currently provides residential automated cart collection service in the County of Los Angeles (4 districts), and cities of Alhambra, Bell, Compton, Cudahy, Hawthorne, Inglewood, La Habra Heights, Lawndale, Rolling Hills, Rosemead, San Fernando, and Santa Fe Springs.</p>

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES REGION
<b>Republic</b>	<p>Republic currently provides exclusive commercial collection in the cities of Alhambra, Bell, Compton, Cudahy, Hawthorne, Inglewood, La Habra Heights, Lawndale, Maywood, Rolling Hills, Rosemead, and San Fernando.</p>

PROPOSER	SERVICE TRANSITION EXPERIENCE
<b>Republic</b>	<p>Republic provided service transition citations for the cities of Anaheim, Hawthorne, Inglewood, and San Fernando.</p>

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
<b>Republic</b>	Operating Yard – Gardena Hauling, 14905 S. San Pedro St., Gardena

PROPOSER	DISPOSAL SITE
<b>Republic</b>	<p><u>Sunshine Canyon Landfill</u> - 14747 San Fernando Road, Sylmar                      \$79.56/ton for solid waste; \$93.60/ton for green waste                      Owned and operated by Republic</p>

PROPOSER	MATERIAL RECOVERY AND TRANSFER FACILITIES
<b>Republic</b>	<p><u>American Waste Transfer</u> – 1449 W. Rosecrans Ave., Gardena: \$102.15/ton for solid waste and yard waste  <u>Compton Transfer</u> – 2509 W. Rosecrans Ave., Compton: \$92.00/ton for all materials                      Both facilities owned and operated by Republic</p>

PROPOSER	PROCESSING FACILITIES
<b>Republic</b>	<p>Mixed Waste:  <u>CVT Regional MRF</u> – 1131 N. Blue Gum St, Anaheim: \$101.00/ton for solid waste; \$87.89/ton for green waste                      Owned and operated by Republic</p> <p>Organic Waste:  <u>Puente Hills MRF</u> – 13130 Crossroads Pkwy South, Industry: \$70.00/ton for food waste                      Owned and operated by the Los Angeles County Sanitation District</p> <p><u>Agromin</u> – 8100 Chino Corona Rd., Chino: \$40.77/ton for green waste; \$69.89/ton for organics                      Republic is 50% owner of Agromin in Chino</p>

**Customer Service/Call Center Procedures**

PROPOSER	COLLECTION VEHICLES																								
<b>Republic</b>	<p><u>Customer service representative during transition: As the incumbent hauler, Republic believes that additional customer service assistance may not be needed; however, Republic is able to provide this support if required.</u></p> <p>Customers may pay bills, schedule extra pickups and submit inquiries or complaints online. In addition, Republic has three national call centers which are staffed from 7am to 7pm PST, and five hours on Saturdays. The call centers have direct communication with the Gardena hauling team.</p> <p>Average time a customer is on hold: 33 seconds for the first quarter of 2019</p> <p>Response time to complete a work order from time of request: Republic cites “one call resolution” where work order is completed by the end of the phone call.</p> <p>Republic’s Service Standards for response time for various requests are:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="background-color: #d9ead3;">Commercial</th> <th style="background-color: #d9ead3;">Industrial</th> <th style="background-color: #d9ead3;">Residential</th> </tr> </thead> <tbody> <tr> <td style="background-color: #d9ead3;">Delivery</td> <td>Three Business Days</td> <td>Next Business Day</td> <td>Next Service Day</td> </tr> <tr> <td style="background-color: #d9ead3;">Removal</td> <td>Three Business Days</td> <td>Next Business Day</td> <td>Next Service Day</td> </tr> <tr> <td style="background-color: #d9ead3;">On Call / Extra</td> <td>Next Business Day</td> <td>Next Business Day</td> <td>Next Service Day</td> </tr> <tr> <td style="background-color: #d9ead3;">Exchange</td> <td>Five Business Days</td> <td>Next Business Day</td> <td>Next Service Day</td> </tr> <tr> <td style="background-color: #d9ead3;">Missed Pick Up</td> <td>Next Business Day</td> <td><i>Escalation - Operations Case</i></td> <td>Next Business Day</td> </tr> </tbody> </table>		Commercial	Industrial	Residential	Delivery	Three Business Days	Next Business Day	Next Service Day	Removal	Three Business Days	Next Business Day	Next Service Day	On Call / Extra	Next Business Day	Next Business Day	Next Service Day	Exchange	Five Business Days	Next Business Day	Next Service Day	Missed Pick Up	Next Business Day	<i>Escalation - Operations Case</i>	Next Business Day
	Commercial	Industrial	Residential																						
Delivery	Three Business Days	Next Business Day	Next Service Day																						
Removal	Three Business Days	Next Business Day	Next Service Day																						
On Call / Extra	Next Business Day	Next Business Day	Next Service Day																						
Exchange	Five Business Days	Next Business Day	Next Service Day																						
Missed Pick Up	Next Business Day	<i>Escalation - Operations Case</i>	Next Business Day																						

### Equipment

PROPOSER	CARTS
<b>Republic</b>	<p>Manufacturer: Schaefer, Otto, or Rehrig</p> <p>Injection-molded carts.</p> <p>Republic will continue to use the carts that currently in service and will replace with new carts as needed.</p> <p>Republic will retrofit existing carts with a new lid containing a label indicating by color and photo the type of debris/commodity that should be deposited in that particular container. Republic anticipates submitting a one-time only rate adjustment request for education and outreach purposes. Republic estimates that the cost for retrofitting containers, and public education and outreach will be \$33,000. This will not occur until compliance with SB 1383 is in effect and when CalRecycle enforcement begins.</p>

PROPOSER	COLLECTION VEHICLES
<b>Republic</b>	<p>Republic will purchase new residential trucks upon award of franchise.</p> <p>Peterbuilt CNG route vehicles:</p> <ul style="list-style-type: none"> <li>• 4 Residential - 2019</li> <li>• 1 Commercial – 2015</li> </ul> <p>Autocar CNG route vehicles:</p> <ul style="list-style-type: none"> <li>• 2 Commercial – 2013 and 2017</li> <li>• 1 roll-off - 2015</li> </ul>

### Scavenging Efforts

PROPOSER	SCAVENGING EFFORTS
<b>Republic</b>	<p>Republic will work with the City to support a recommended scavenging ordinance as well as provide education and outreach aimed at educating residents and businesses with tips for reducing the occurrence of scavenging.</p>

### Minimum Diversion Rate

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>Republic</b>	<p>28%. Republic will guarantee a 50% per capita diversion as required by AB 939.</p>

### Processing of Mixed Waste

PROPOSER	PLAN
<b>Republic</b>	<p>Republic will provide every commercial customer with, at a minimum, a 96-gallon recycling container. Republic will process commercial waste as needed to meet or exceed diversion goals.</p>

### Commercial Organics

PROPOSER	ORGANIC WASTE RECYCLING PROGRAM
<b>Republic</b>	<p><u>Residential</u>: Residents will add their food scraps to their existing green waste container beginning in 2022. Residents may place fruits, vegetables, bread and grain products, proteins (including bones), and dairy in the retrofitted organics containers</p> <p><u>Commercial</u>: Commercial customers will select either a 64-gallon cart, or 1-cubic yard container. Meat and bones in large quantities are required to be rendered and should not be placed in the organics cart.</p>

**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>Republic</b>	Republic has six food recovery partnerships in Los Angeles and Orange counties. Republic will engage Lawndale businesses in this program and conduct site visits upon execution of the new agreement.

**Employment of Prior Contractor Employees**

PROPOSER	PLAN
Republic	Republic is the incumbent hauler and will retain employees currently serving Lawndale.

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
Republic	Republic will collect correctly labeled HHW from private property by appointment only at no additional cost.

**Senior Discounted Rate**

PROPOSER	PLAN
Republic	15% senior discount. Republic conducted waste characterizations on cooperating senior customers and observed that senior citizens produce 40% less waste than the general population.

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
Republic	Republic has its own CNG fueling station at their Gardena facility where the collection vehicles are fueled overnight. Republic will evaluate the use of the City’s CNG fueling station for vehicles such as supervisor pickups and scout vehicles.

**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
Republic	4	<p>Republic takes exception to the following terms of the draft Franchise Agreement. Suggested edits are shown in italics and underlined.</p> <p><b>Section 6.3:</b>                      Schedule of Future Adjustments Subject to the limitations set forth in Proposition 218 and Government Code Section 53756, beginning with Rate Year 2 (January 1, 2021 to December 31, 2021) and for all subsequent Rate Years, Company or City <i>shall be entitled</i> to an annual adjustment (increase or decrease) to the maximum rates shown in Exhibit 2. The Company shall submit its <i>notice of the annual adjustment</i>, to be received by City in person or via certified mail, by October 1 of the same year based on the method of adjustment described in Section 6.4. If in any year, the Company does not <i>provide notice of</i> the annual adjustment, and the adjustment would have been a decrease, the next year’s adjustment will be offset to the extent of the waived decrease or the City may choose to notify the Company that it will implement the decrease.</p> <p><b>Section 6.4.1:</b>                      Pursuant to Section 6.3, Company may <i>provide notice of</i> an annual adjustment to the Total Rate according to the formula shown in Exhibit 3, subject to <i>compliance with</i> Proposition 218 and Government Code Section 53756. All future adjustments to be effective January 1 shall be based on the rates described in the Company’s Proposal.</p> <p><b>Section 6.4.1.3:</b>                      With respect to all matters submitted to the City Council or other administrative decision-making body for hearing, this Agreement does not waive or limit the City’s police powers (which police powers the parties acknowledge cannot be contractually waived) nor does anything in this Agreement waive or limit the exercise of discretion inherent to the City Council or other administrative decision-making body. However, the City will warrant that requests for rate adjustments will be heard and considered in the exercise of good faith on the part of the City. The</p>

		<p>City's decision on matters submitted to a public hearing will be made at or after the public hearing, not beforehand. While Company's failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any items submitted to it for hearing (per Section 6.5) be a default hereunder, and, subject to the requirements of due process, City bears no liability to Company for any damages suffered by Company as a result of a hearing outcome.</p> <p><b>Section 6.4.1.4:</b></p> <p>If an annual rate adjustment <i>noticed</i> in accordance with Section 6.3 is verified for accuracy by the City and not implemented solely as a result of a 50% protest in accordance with Proposition 218, Company may either: 1) accept that the rate will remain at the rates in effect prior to the requested rate increase, or 2) submit in writing to the City its intent to terminate the Agreement. A request to terminate the Agreement under this section would require a <i>one</i>-year advance written notice and must be submitted within 90 days of the denial of the rate increase request as a result of the 50% protest. This right to terminate does not apply to rate adjustments requested under Section 6.5 or any other section of this Agreement, or for any other reason other than <i>adjustments noticed</i> under Section 6.3.</p>
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**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
Republic	1	City of Maywood v. Consolidated Disposal Service L.L. C. Case #BC697218 Superior Court of County of Los Angeles Matter ID 201700680 – Unpaid City utility user taxes.

**Unique Proposal Features**

Republic
<ol style="list-style-type: none"> <li data-bbox="151 1094 1481 1209">1. <u>MyResource Web Portal and Mobile Application</u> – Republic's online application allows users to self-manage their service. This resource offers unmatched convenience. My Resource empowers Lawndale Customers to save time paying bills, schedule service, conserve resources with paperless billing and offers security features that protect a customer's sensitive information. This free App may be accessed via any device at any time.</li> <li data-bbox="151 1226 1481 1283">2. <u>Battery Recycling Collection</u> – Republic will collect household batteries placed on top of the recycling cart in customer provided clear zip-lock bags clearly labeled, "Used Batteries," at no additional charge.</li> <li data-bbox="151 1299 1481 1415">3. <u>Annual Food Drive</u> - Republic will work with local non-profit groups to identify ways Republic can assist in helping local food banks during the holidays each year. Some ideas include an employee food drive, with the items received used to distribute to local food banks, prepare meals, or prepare and distribute holiday food baskets. Republic will work with community-based organizations to identify where the greatest need is and will help fill it.</li> <li data-bbox="151 1432 1481 1577">4. <u>Summer Internship Program</u> - Republic Services will work with City Staff to select students to participate in this program during the summer break. Students will have the opportunity to visit and experience the different departments at Republic Services. This program will facilitate students with learning opportunities outside the classroom and will enhance the students' academic and career goals. Republic is able to sponsor an annual "job shadowing program" aimed at developing a student's interest in environmental services from the hauler standpoint.</li> <li data-bbox="151 1593 1481 1650">5. <u>Facility Tours</u> - Republic will offer and promote free educational tours of any of its local facilities to community and school groups. Republic will work to arrange a group tours.</li> <li data-bbox="151 1667 1481 1724">6. <u>All in One Rate</u> - Commercial customers will benefit from an "all-in-one" rate, which covers MSW, and the programs required by both AB341 and AB1826. This rate structure will incentivize customers to divert more recyclables.</li> </ol>

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
NASA	Montebello, CA	N/A	Reviewed, CY 2017

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
NASA	\$40.9 million	13%	1.6	100%

**Experience**

PROPOSER	OVERALL EXPERIENCE
NASA	<p>NASA Services has been a family-owned and operated business since 1955. NASA provides full-service solid waste hauling and recycling operations in Southern California.</p> <p>NASA services over 15 cities in Los Angeles and Orange Counties. The company has 100 employees, operates over 65 trucks, and services over 5,000 multi-family and commercial accounts. NASA currently provides residential service for the cities of La Cañada Flintridge and Pico Rivera.</p>

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES REGION
NASA	NASA cites two exclusive residential franchises in the Los Angeles County: La Canada-Flintridge – 589 residential customers; Pico Rivera – 12,819 residential customers.

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES REGION
NASA	<p>NASA cites three exclusive commercial franchises: the Downtown Zone in the City of Los Angeles comprised of approximately 2,500 accounts, and the cities of Pico Rivera and La Cañada-Flintridge for a total of 3,672 commercial and multi-family accounts. NASA also serves several cities in Los Angeles and Orange counties under non-exclusive service arrangements for commercial bin and roll-off services.</p> <p>Industrial accounts: Commercial and Industrial accounts are not identified separately in NASA’s system..</p>

PROPOSER	SERVICE TRANSITION EXPERIENCE
NASA	<ul style="list-style-type: none"> <li>City of Los Angeles Exclusive Zone in Downtown Los Angeles, providing commercial and multi-family bin service, multi-family cart service, and roll-off box services. Collection services include refuse, recycling, green waste and organics. This zone was previously served by haulers under a non-exclusive/open-market system. (2017 to present).</li> <li>City of Pico Rivera (2012 to present).</li> </ul>

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
NASA	Local office, yard, customer service, operations – 1100 S. Maple Ave, Montebello.

PROPOSER	DISPOSAL SITE
<b>NASA</b>	All collected materials will be routed through Puente Hills Material Recovery Facility, and Downey Area Recycling and Transfer. NASA is also open to looking at other local facilities.

PROPOSER	TRANSFER FACILITIES
<b>NASA</b>	NASA does not currently utilize transfer stations, but has open accounts with local transfer stations if needed.

PROPOSER	PROCESSING FACILITIES
<b>NASA</b>	<p><u>Puente Hills MRE</u> – 13130 Crossroads Parkway South, City of Industry, CA 91746                      Owned and operated by the Sanitation Districts of Los Angeles County. NASA has a Waste Disposal and Processing Agreement with the County Sanitation District.                      Materials processed: green waste, commingled recyclables, mixed waste, food waste                      Price per ton:                      Refuse - \$54.20                      Green waste (does not include food waste) - \$45.50                      Recyclables – plus or minus \$30.00</p> <p><u>Direct Disposal</u> – 3720 Noakes St, Los Angeles, CA 90023                      Owned and operated by Direct Disposal.                      Materials processed: construction and demolition                      Price per ton for processing construction and demolition materials: \$70 per ton</p> <p><u>Homeboy Electronics Recycling</u> – 1370 E 18<sup>th</sup> Street, Los Angeles, CA 90021                      Owned and operated by Homeboy Electronics.                      Material processed: electronics                      Price per ton for processing construction and demolition materials: varies on processing and based on small rebate</p>

**Customer Service/Call Center Procedures**

PROPOSER	
<b>NASA</b>	<p><u>Call center location:</u> 1100 S. Maple Ave, Montebello.</p> <p><u>Average hold time:</u> 4 seconds;</p> <p><u>Response time to complete a work order from time of request:</u> Typically 24 hours.</p> <p><u>Procedures to ensure that customers receive information accurate to Lawndale’s contract:</u> Customer selects the type of service they are calling to inquire about and then forwarded to for a live call. NASA reports that call center employees will be trained to understand the Lawndale contract and complaints are sent to call center supervisor to be resolved.</p> <p><u>Complaint resolution process:</u></p> <ul style="list-style-type: none"> <li>• Customer selects the type of service they are calling to inquire about.</li> <li>• Customer is then forwarded to for a live call.</li> <li>• The CSR forwards complaints to the call center supervisor to be resolved.</li> </ul>

	<ul style="list-style-type: none"> <li>NASA uses real time CPS to track trucks to project arrival time of trucks for missed collections.</li> </ul> <p>Customer service representative during transition: NASA is able to set up a temporary office located at the Lawndale Public Works Department for a three month transition period.</p>
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**Equipment**

PROPOSER	CARTS
<b>NASA</b>	<p>Carts will be new.</p> <p><u>Manufacturer:</u> Schaefer</p> <p><u>Cart sizes:</u> 35-, 65-, and 95 gallons</p> <p><u>SB 1383 compliant colors:</u> Yes</p>

PROPOSER	COLLECTION VEHICLES
<b>NASA</b>	<ul style="list-style-type: none"> <li>Peterbilt front and rear loader route vehicles, and Amrep roll-off truck – all CNG:                             <ul style="list-style-type: none"> <li>3 front-loader</li> <li>8 rear-loader</li> <li>0 roll-off</li> </ul> </li> <li>2 GMC flatbed truck - Diesel</li> <li>All vehicles model year 2019</li> </ul>

**Scavenging Efforts**

	SCAVENGING EFFORTS
<b>NASA</b>	<ul style="list-style-type: none"> <li>NASA will include information about scavenging in educational materials.</li> <li>If requested, NASA will report scavenging to local authorities and recommend locking bins in areas where scavenging is frequently noted.</li> </ul>

**Minimum Diversion Rate**

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>NASA</b>	NASA will provide a contractual guarantee of 40%, with a first year goal of 46%

**Processing of Mixed Waste**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA will process loads at the Puente Hills MRF. Approximately 10% of material by weight will be taken to SERRF.</p> <p>NASA cites official diversion rate of 40%.</p>

**Organics Recycling Program**

PROPOSER	PLAN
<b>NASA</b>	<p><u>Commercial</u> – Within 90 days of Council approval, NASA proposes to provide an outreach plan to visit each commercial and multi-family customer who does not have organics service. NASA will continue to provide source separated organics recycling based on customer needs assessed during annual site visits for customers that do not have a program in place.</p> <p><u>Residential</u> – NASA proposes two options for a residential food waste program:</p> <ul style="list-style-type: none"> <li>• Source separated 10 or 20 gallon 4<sup>th</sup> curbside cart; food waste material used to create biogas</li> <li>• Commingle the additional organics with the green waste to create a soil amendment</li> </ul> <p>NASA plans to enlist community stakeholder’s assistance to determine and implement the best program by January 1, 2022. Once a program is determined, NASA will develop and commence outreach efforts with the use of a professional designer.</p>

**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA will focus on connecting businesses to local non-profit organizations that feed hungry people. NASA will utilize existing relationships with food recovery agencies, such as Heat of Compassion and World Harvest, and will work to identify organizations local to Lawndale that can partner with businesses. NASA will facilitate data exchange on program statistics and will actively look for customers to connect to food recovery organizations.</p>

**Employment of Prior Contractor Employees**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA will offer employment for available positions to existing employees of the current contractor. NASA will try to employ the current employees prior to opening positions to the public. They propose to hold an employment workshop for incumbent employees on an evening or a Saturday.</p>

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA will not be offering a door-to-door program, but is willing to discuss the option by having a subcontractor perform the service at an added cost and the program would be provided once per month.</p> <p>In lieu of the door-to-door program, NASA will offer a no cost battery (rechargeable and drycell) collection program in collaboration with the City of Lawndale. City can determine appropriate City locations including City Hall, senior center, libraries, etc.</p>

**Senior Discounted Rate**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA proposes to offer Seniors, 60 years and older, a discount of 15%. Since overall rates were not allowed to absorb the discounted senior rate, NASA felt comfortable offering and absorbing that level of discount based on the quantity of senior service being subscribed to. NASA is open to discussing other options.</p>

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
<b>NASA</b>	<p>NASA currently uses their own CNG fueling station and does anticipate needing to purchase CNG from a City facility.</p>

	NASA’s yard is not located near Lawndale so it does not make sense to have employees on the clock during refueling when it can be performed at their yard after hours.
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**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
NASA	0	

**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
NASA	0	NASA cites they have no civic legal actions or criminal legal actions now, pending, or that have occurred in the past 10 years.

**Proposal Enhancements**

NASA
<ol style="list-style-type: none"> <li>1. Annual contribution of \$2,000 to Lawndale Elementary School District</li> <li>2. Two, annual \$1,000 college tuition scholarships to Lawndale High School graduates</li> <li>3. Provide \$1,500 worth of items for event giveaways per year for a City of Lawndale Earth Day event</li> <li>4. NASA will provide booths at up to 10 events total each year, which may or may not include those listed in section 4.4.2. NASA will work with the City to identify which events are best suited for environmental focused booths, including other non-City-managed events permitted to operate at City venues..</li> <li>5. Two annual backyard composting workshops</li> </ol>

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
UWS	Santa Fe Springs	N/A	Reviewed, FY 2017/18

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
UWS	\$72.9 million	6%	0.89	83%

**Experience**

PROPOSER	OVERALL EXPERIENCE
UWS	<p>UWS is a privately held California Corporation by the Blackburn family. It formed and has operated business since 1986. It provides full-service solid waste hauling and recycling operations in Southern California.</p> <p>Universal Waste Systems Inc. currently services approximately 40,000 single family homes and 9,700 commercial/multifamily/Industrial customers on a weekly basis throughout our operations.</p> <p>Universal Waste Systems Inc. employee (temporary, contract, and full time) count is 315 employees. UWS proposal dedicated 15 full time employees to the City of Lawndale.</p>

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES REGION
UWS	<p>UWS cites six areas of exclusive residential automated and semi-automated residential service within the Los Angeles region. These areas include the Malibu Garbage Disposal District, Mesa Heights Garbage Disposal District, and the Los Angeles unincorporated areas of South San Gabriel, West Whittier, Citrus/Charter Oak/Ramona, and Pioneer/Carson Park.</p>

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES REGION
UWS	<p>UWS cites one exclusive commercial franchise in the North East franchise area of the City of Los Angeles. UWS also serves 15 cities in Los Angeles and Orange counties under non-exclusive service arrangements for commercial bin and roll-off services.</p>

PROPOSER	SERVICE TRANSITION EXPERIENCE
UWS	<ul style="list-style-type: none"> <li>City of Los Angeles Exclusive Zone in North East Area, providing commercial and multi-family bin service, multi-family cart service, industrial and roll-off box services. Collection services include refuse, recycling, C&amp;D, green waste and organics. This zone was previously served by haulers under a non-exclusive/open-market system. (2017 to present). UWS transitioned 6,000 customers in six months.</li> <li>Mesa Heights Garbage Disposal District transitioned 8,000 residential customers and 100 commercial customers from Republic to UWS in 2013.</li> </ul>

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
<b>UWS</b>	<u>Corporate Office</u> - 9010-9016 Norwalk Blvd., Santa Fe Springs, CA 90670

PROPOSER	DISPOSAL SITE
<b>UWS</b>	<p><u>Chiquita Canyon Landfill</u> – 29201 Henry Mayo Drive, Castaic, CA, 91384</p> <p>Material Cost per Ton:</p> <ul style="list-style-type: none"> <li>MSW - \$35.00</li> </ul> <p>UWS is offering guaranteed capacity.</p>

PROPOSER	TRANSFER FACILITIES
<b>UWS</b>	<p><u>Santa Fe Springs Material Recovery Facility</u> – 9010-9016 Norwalk Blvd Santa Fe Springs, CA. 90670</p> <p>Owned and operated by UWS.</p> <p>Material processed: MSW (refuse)</p> <p>Cost: \$50 per ton</p> <p>Anticipated Date of Operation: June 1, 2019</p> <p><u>UWS Direct Transfer Station</u> - 2460 E. 24th St Los Angeles, CA. 90058</p> <p>Owned and operated by UWS.</p> <p>Material processed: MSW (refuse)</p> <p>Cost: \$50 per ton</p> <p><u>Alternative Facility Compton Transfer Station</u> - 2509 W. Rosecrans, Los Angeles, CA. 90059</p> <p>Privately owned and operated.</p> <p>Material processed: MSW (refuse)</p> <p>Cost: \$50 per ton anticipated</p>

PROPOSER	PROCESSING FACILITIES
<b>UWS</b>	<p><u>Santa Fe Springs Material Recovery Facility</u> – 9010-9016 Norwalk Blvd Santa Fe Springs, CA. 90670</p> <p>Owned and operated by UWS.</p> <p>Material processed: MSW (refuse) and Commingled Recyclables</p> <p>Cost: \$50 per ton (refuse), \$60 per ton (anticipated rate for commingled recyclables)</p> <p>Anticipated Date of Operation: June 1, 2019</p> <p><u>Green Wise Soil Technologies</u> - 10120 Miller Way South Gate, CA 90280</p> <p>Owned and operated by UWS.</p> <p>Material Processed: Green waste and wood waste</p> <p>Cost: \$45.50 per ton</p> <p>Guaranteed capacity for the City.</p>

	<p><u>24th Street Transfer Station</u> (estimated expansion June 2020)- 2460 E. 24th St. Los Angeles, CA 90058                  Owned and operated by UWS.                  Material Processed: Organic waste                  Cost: \$87.50 per ton                  Guaranteed capacity for the City.</p> <p><u>Puente Hills MRF</u> – 13130 Crossroads Parkway South, City of Industry, CA 91746                  Owned and operated by the Sanitation Districts of Los Angeles County.                  Materials processed: organic waste                  Cost: \$95.00 per ton (anticipated)</p> <p><u>Direct Disposal</u> - 3720 Noakes Street Los Angeles, CA. 90023                  Owned and operated by Direct Disposal.                  Material Processed: construction and demolition material                  Cost: \$50.00 per ton (anticipated)                  Guaranteed capacity for the City.</p> <p><u>(SERRF) Southeast Resource Recovery Facility</u> - 120 Pier S. Avenue Long Beach, CA. 90802                  Publically Owned by the LA Sanitation Districts.                  Material Processed: MSW (refuse) for transformation credit                  Cost: \$80.00 per ton</p>
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**Customer Service/Call Center Procedures**

PROPOSER	
<b>UWS</b>	<p><u>Call center location:</u> 1645 N. Main St., Los Angeles CA.</p> <p><u>Average wait time:</u> Average – 34 seconds; if all CSR’s are helping Customers an administrative backup will answer the call waiting</p> <p><u>Response time to complete a work order from time of request:</u> Average time to respond to an inquiry is 7 minutes, but by the end of day or next business day if it is not completed on the call.</p> <p><u>Procedures to ensure that customers receive information accurate to Lawndale’s contract:</u> Each CSR has access to an electronic copy of each franchise contract. Management works closely with CSRs daily to address any changes to the contract promptly. Quarterly meetings are held to address issues.</p> <p><u>Complaint resolution process:</u></p> <ul style="list-style-type: none"> <li>• UWS cites their CSR’s are trained to handle credits or adjustments, billing disputes, opening and closing accounts, service level changes, management or ownership changes, processing payments and enrolling the customer in auto pay.</li> <li>• UWS CSRs coordinate with other departments to make sure customer’s request are taken care of in a timely manner.</li> <li>• Drivers report to dispatch when there is an issue with service, such as the bin being blocked or truck access to the bin.</li> <li>• UWS utilize AMCS Tower customer service software that has the ability to track a work order from the original request to completion.</li> <li>• All CSR’s are required to put notes into the system while they are on the phone. This procedure enables another CSR to review the Customer history if the Customer calls back another day.</li> <li>• If a CSR cannot complete the customer’s request during the call the CSR’s will advise the customer that</li> </ul>

	<p>they will follow up by either the end of the day or no later than the next business day.</p> <p><u>Customer service representative during transition:</u> Universal Waste Systems Inc. will provide a full time customer service representative at the Lawndale Public Works Department for 3 months during the service transition.</p>
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**Equipment**

PROPOSER	CARTS
<b>UWS</b>	<p>Carts will be new.</p> <p><u>Manufacturer:</u> Toter – injection or rotational molded</p> <p><u>Cart sizes:</u> 30-40, 60-70, and 90-101 gallon carts will be used</p> <p><u>SB 1383 compliant colors:</u> Yes, all carts will be black with appropriately colored lids.</p>

PROPOSER	COLLECTION VEHICLES
<b>UWS</b>	<ul style="list-style-type: none"> <li>• Mack cab-and-chassis, are being outfitted front-loader, rear loaders, and automated side-loader – all CNG:                             <ul style="list-style-type: none"> <li>○ 2 Amrep</li> <li>○ 3 IGS Refuse Body</li> <li>○ 4 rear-loader</li> </ul> </li> <li>• 3 Ford/GMC flatbed truck - Diesel</li> <li>• All vehicles model year 2019</li> <li>• Equip all collection trucks with 5 camera safety monitoring system</li> </ul>

**Scavenging Efforts**

PROPOSER	SCAVENGING EFFORTS
<b>UWS</b>	<p>UWS will assist in policing scavenging by reporting directly to code enforcement and will provide assistance by providing video clips or pictures that code enforcement can use.</p>

**Minimum Diversion Rate**

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>UWS</b>	<p>UWS will provide a contractual guarantee of 50%.</p>

**Processing of Mixed Waste**

PROPOSER	PLAN
<b>UWS</b>	<p>UWS proposes to use their own MRF once it opens June of 2019. The facility is anticipated to receive a recovery rate of 25%.</p>

**Organics Recycling Program**

PROPOSER	PLAN
<b>UWS</b>	<p><u>Commercial</u> – UWS will provide source separated organics recycling carts and 1-2 yard bins dependent on customer needs. UWS has custom designed collection vehicles that have the ability to pressure wash and sanitize each container after collection at no additional cost. UWS will provide waste assessments to help determine customer needs for the lowest possible cost.</p>

	<p>UWS is in the process of finalizing building plans for their 24th St. Transfer Station which will include a newly constructed building and processing equipment to process organic/ green waste materials. Processed organic/green waste materials will be composted at the 24<sup>th</sup> St. Transfer Station. Prior to the completion of this facility, UWS will utilize the Puente Hills MRF for processing of organic waste in the City of Lawndale.</p> <p><u>Residential</u> – UWS proposes to provide co-collection of yard waste and residential food waste/organics. UWS is in the process of finalizing building plans for our 24th St. Transfer Station which will include a newly constructed building, and processing equipment to process organic/ green waste materials. The facility has been fully approved and permitted. The facility is scheduled to be online by the end of 2020. The facility will guarantee capacity for the City of Lawndale.</p>
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**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>UWS</b>	<p>UWS will identify potential donors throughout our customer base, match them with partners, broker and nurture those relationships, and then support them along the way.</p> <p>UWS food recovery partners include: Food Finders, St. Francis Center of LA, Food Forward, and The Dream Center.</p>

**Employment of Prior Contractor Employees**

PROPOSER	PLAN
<b>UWS</b>	<p>UWS is willing to offer employment to eligible employees that are not retained by the existing employer for any available positions.</p> <p>The employee would be required to apply with UWS, and successfully complete all pre-hire qualifications. Including but not limited to:</p> <ul style="list-style-type: none"> <li>o Completed Driver Application</li> <li>o Complete Background Check</li> <li>o Pre-Placement Drug Screen</li> <li>o Pre-Placement Physical</li> <li>o Pre-Placement Insurance Authorization</li> </ul>

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
<b>UWS</b>	<p>In lieu of a door-to-door program, UWS proposes to provide 2 HHW drop-off events per year at no additional cost. UWS would work with City staff to determine event specifics.</p>

**Senior Discounted Rate**

PROPOSER	PLAN
<b>UWS</b>	<p>UWS proposes to offer Seniors, 60 years and older, a discount of 15%.</p> <p>The service rates and expenses have been developed as a system cost for all of the services required in the franchise agreement. To the extent possible, the company has developed each cost and expense component separately, however due to the size of the City some of the services and costs may overlap. The senior citizen discount has been created as a percentage of the rate established for the single family residential customer.</p>

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
UWS	UWS would be able to utilize a City CNG facility. UWS would require the ability to fast fuel the trucks with easy accessibility from 5:00am to 6:00pm Monday through Saturday and the price would have to be equal or better than local averages.

**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
UWS	1	UWS would request flexibility to request an extraordinary rate adjustment due to change in the market value of recyclables, change in processing costs for recyclables, and organics waste.

**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
UWS	2	<p>UWS has two incidents that they believe would qualify for disclosure under regarding and pending litigations against UWS at the present time or in the preceding 10 years.</p> <p><b>Private Party Case related to a Governmental Filing (BC705056)</b></p> <p>Universal is one of a number of the haulers in the City of Los Angeles, all of which operate under virtually identical contracts. An apartment owners association has filed an action objecting to the Los Angeles commercial contracts with Arakelian Enterprises, Inc. (Athens). Consolidated Disposal Service, L.L.C.; Calmet Services, Inc. Universal Waste Systems, Inc., USA Waste of California, Inc. The defendants, including Universal, have filed motions to challenge the validity of the cases. The motions, which will determine whether the cases will be allowed to go forward, are to be heard later during the summer of 2019. Universal believes that its interest, and those of the other haulers, are generally aligned with the City of Los Angeles, and not at odds.</p> <p><b>CEQA Cases Re Proposed Transfer Station in Pomona (Settled in 2012):</b></p> <p>The following cases involved a challenge by the Coalition for Environmental Justice in Pomona (“CEJP”) to the approvals granted and Final Environmental Impact Report certified by the City of Pomona in June of 2007 for a proposed Transfer Station project by Universal Waste Systems, Inc. (“UWS”). All of these cases were dismissed and abandoned with prejudice pursuant to a Settlement Agreement and Releases, dated March 19, 2012. The settlement was, in part, entered into in connection with a sale by UWS and its affiliates of their rights in the project and certain other assets to a third party.</p> <p><i>Coalition for Environmental Justice in Pomona v. City of Pomona, City Council of Pomona</i>, Los Angeles Superior Court Case No. BS110029, filed on July 19, 2007 (the “2007 Action”); <i>Universal Waste Systems, Inc. v. City of Pomona and City Council of Pomona</i>, Los Angeles Superior Court Case No. BS128165, filed on September 3, 2010 (the “2010 Action”); and <i>Universal Waste Systems, Inc. v. City of Pomona and City Council of Pomona</i>, Los Angeles Superior Court Case No. B234518, filed on July 23, 2011 (the “Appeal”).</p>

**Proposal Enhancements**

UWS
<ol style="list-style-type: none"> <li>1. Youth Scholarship Program:                             <ol style="list-style-type: none"> <li>a. Annually provide \$10,000 to seniors for college scholarships</li> </ol> </li> <li>2. Community Non Profit/Youth Organizations Donations:                             <ol style="list-style-type: none"> <li>a. Provide \$10,000 per year in donations to local nonprofits and youth organizations in the City</li> </ol> </li> <li>3. Free Portable Restrooms:                             <ol style="list-style-type: none"> <li>a. Provide free portable restrooms and hand sinks for all City of Lawndale sponsored events</li> </ol> </li> </ol>

4. Free City Compost and Mulch

- a. Provide free compost and mulch for all City parks, medians, and City funded projects

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
<b>WARE</b>	Santa Ana, CA	Ware Disposal, Incorporated	Reviewed, CY 2017

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
<b>WARE</b>	\$33 million, CY 2017	10%	1.03	58%

**Experience**

PROPOSER	OVERALL EXPERIENCE
<b>WARE</b>	Ware Disposal, Inc., was founded in 1968, and legally incorporated as a corporation in the State of California in 1982. Ware is a certified woman-owned business enterprise. Ware owns and operates Madison Materials, the company’s processing and transfer station located in Santa Ana, CA. Ware has provided solid waste collection and recycling services to jurisdictions in Southern California for 51 years.

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – SOUTHERN CALIFORNIA REGION
<b>WARE</b>	Ware cites 3 exclusive residential franchises in the Los Angeles County unincorporated areas of South Whittier, Lennox GDD, and East Charter Oak, and one exclusive residential franchise in the Orange County unincorporated area of El Modena. Ware serves 22,500 residential units (single-family, townhomes, condos and trailers) under these exclusive agreements.

PROPOSER	BIN COLLECTION EXPERIENCE – SOUTHERN CALIFORNIA REGION
<b>WARE</b>	Ware cites two exclusive commercial franchises: the Southeast Zone in the City of Los Angeles comprised of approximately 2,000 accounts, and the City of Monterey Park where they were awarded one of two franchises and serve 95 of the estimated 650 commercial accounts in the City. Ware also serves several cities in Los Angeles and Orange counties under non-exclusive service arrangements for commercial bin and roll-off services.  Ware provides solid waste services to 30 school districts and Cal State University Los Angeles under exclusive franchise agreements.

PROPOSER	SERVICE TRANSITION EXPERIENCE
<b>WARE</b>	<ul style="list-style-type: none"> <li>• City of Los Angeles Exclusive Zone in Southeast Los Angeles, providing commercial and multi-family bin service, multi-family cart service, and roll-off box services. Collection services include refuse, recycling, green waste and organics. This zone was previously served by haulers under a non-exclusive/open-market system. (2017 to present).</li> <li>• County of Los Angeles South Whittier district from Burrtec to Ware (2008).</li> <li>• County of Los Angeles Lennox Garbage Disposal District from Republic to Ware (2008).</li> <li>• County of Orange Permit Area No.5 from Orange Disposal/Waste Management of Orange County to Ware Disposal (both in 1999 and 2007, respectively).</li> <li>• City of Laguna Woods from CR&amp;R to Ware Disposal, and 10 years later, from Ware Disposal to Waste Management, Inc. (Serviced by Ware 2005 – 2015)</li> </ul>

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
<b>WARE</b>	<p>Corporate Yard – 1451 Manhattan Avenue, Fullerton, CA</p> <p>Customer service, public relations, billing and franchise administration office – 1035 East 4<sup>th</sup> Street, Santa Ana, CA 92701</p>

PROPOSER	DISPOSAL SITE
<b>WARE</b>	<p><u>Los Angeles County Sanitation District Landfills.</u></p> <p>Owned and operated by the Sanitation Districts of Los Angeles County</p> <p>Price per ton:</p>

PROPOSER	MATERIAL RECOVERY AND TRANSFER FACILITIES
<b>WARE</b>	<p><u>Madison Materials</u> – 1035 East 4<sup>th</sup> Street, Santa Ana, California 92701</p> <p>Owned and operated by Ware.</p> <p>Material processed: green waste, commingled recyclables, mixed waste, food waste</p> <p>Price per ton for transfer and disposal (public gate rate): \$80 per ton</p> <p><u>Puente Hills MRF</u> – 2808 Workman Mill Road, Whittier, CA 90601</p> <p>Owned and operated by the Sanitation Districts of Los Angeles County</p> <p>Materials processed: green waste, commingled recyclables, mixed waste, food waste</p> <p>Price per ton:</p> <p>Refuse - \$50.52</p> <p>Green waste - \$37.51</p> <p>Clean food waste - \$80</p> <p>Mixed waste processing (with minimum 35% recyclable material content) – approx. \$50.52</p>

PROPOSER	PROCESSING FACILITIES
<b>WARE</b>	<p><u>Madison Materials</u> – 1035 East 4<sup>th</sup> Street, Santa Ana, California 92701</p> <p>Owned and operated by Ware.</p>

	<p>Material processed: refuse, recyclables, organic wastes, and C&amp;D debris</p> <p>Price per ton:</p> <p>C&amp;D - \$68.00</p> <p>Commercial refuse - \$51.68</p> <p>Green waste and organics - \$40.95</p> <p>Commingled recyclables - \$19.25</p>
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**Customer Service/Call Center Procedures**

PROPOSER	
<b>WARE</b>	<p><u>Call center location:</u> 1035 East 4<sup>th</sup> Street, Santa Ana, CA</p> <p><u>Average hold time:</u> Average – 30 seconds; maximum – 1 minute</p> <p><u>Procedures to ensure that customers receive information accurate to Lawndale’s contract:</u> Proposal includes an option available to the City for residents and businesses to select from a menu and contact the customer service representatives (CSR) dedicated to the City especially during the transition</p> <p><u>Complaint resolution process:</u></p> <ul style="list-style-type: none"> <li>• The CSR resolves the problem,</li> <li>• If the CSR fails to resolve the problem, his/her CSR manager will resolve it,</li> <li>• If the problem requires a solution involving the collection crew, a ticket is generated for route managers to forward to drivers, with a tracking system to assure the issue has been resolved to the customer’s satisfaction,</li> <li>• If a problem persists, the general manager becomes involved,</li> <li>• Once the issue is resolved, it is logged into a database and reports can be generated from these situations to determine trends, potential future problems, etc.</li> <li>• Ware states that it is their goal to resolve all issues before the conclusion of the business day where possible.</li> </ul> <p><u>Customer service representative during transition:</u> Ware will provide a customer service representative at the Public Works Department during transition</p>

**Equipment**

PROPOSER	CARTS
<b>WARE</b>	<p>Carts will be new .</p> <p><u>Manufacturer:</u> Rehrig</p> <p><u>Cart sizes:</u> 35-, 60-, and 90 gallons</p> <p><u>SB 1383 compliant colors:</u> Yes</p>

PROPOSER	COLLECTION VEHICLES
<b>WARE</b>	<ul style="list-style-type: none"> <li>• Peterbilt front and side loader route vehicles, and Amrep roll-off truck – all CNG:                             <ul style="list-style-type: none"> <li>○ 3 front-loader</li> <li>○ 6 side-loader</li> <li>○ 1 roll-off</li> </ul> </li> <li>• 1 Isuzu flatbed truck - CNG</li> <li>• 1 Isuzu scout utility – CNG</li> <li>• All vehicles model year 2019</li> </ul>

**Scavenging Efforts**

PROPOSER	SCAVENGING EFFORTS
<b>WARE</b>	<ul style="list-style-type: none"> <li>• Drivers will note the addresses where scavenging is occurring and provide information to City within 24 hours with photographic evidence.</li> <li>• Discussions during community townhall meetings will include soliciting citizen opinion on solutions, and identifying reasons for scavenging.</li> <li>• Other options include: improved signage, placement and maintenance of covert cameras powered by solar cells at high incidence sites to evidence illegal activities, establishing community partnerships with neighborhood watch and business organizations to enhance reporting of frequent offenders, scavenging will often occur early in the morning, so we will try collecting recyclables earlier than trash and green wastes, periodically provide additional surveillance in neighborhoods plagued by excessive scavenging, and anti-scavenging notices placed on carts and bins.</li> </ul>

**Minimum Diversion Rate**

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>WARE</b>	41%

**Processing of Mixed Waste**

PROPOSER	PLAN
<b>WARE</b>	Ware will process loads at their Madison Materials MRF.

**Organics Recycling Program**

PROPOSER	PLAN
<b>WARE</b>	<p><u>Commercial</u> – Ware will continue the existing Lawndale organics program for the first two years of the new contract. Ware will provide education on organics prevention to reduce the amount of organics that need to be recycled. For organics that cannot be reduced, reused or donated, Ware will provide onsite micro-composting and dehydrators for lease by customers similar to arrangements for compactors.</p> <p>Ware states that they will confirm pricing for the micro-composters and dehydrators and present to City upon award of contract. They further state that pricing arrangements will likely be similar to or less than the monthly cost of organic collection service assuming similar service levels and capacities.</p>

	<p>For organics that cannot be managed onsite, Ware will provide source-separated collection of organics as well as wet/dry routing.</p> <p><b>Residential</b> – Residents requiring food waste collection service will be provided a 35-gallon dedicated food waste cart (the “4<sup>th</sup>” cart.) Ware proposes to offer the following options to residents:</p> <ol style="list-style-type: none"> <li>1. Source-separate organic waste from other waste and subscribe to our organic waste recycling service that specifically includes collection and recycling of organic waste (use the 3rd and/or 4th cart),</li> <li>2. Recycle organic waste onsite or self-haul for organics recycling (no need for the 3rd and 4th cart),</li> <li>3. Subscribe to our organic waste recycling service that includes mixed-waste processing that specifically recycles organic waste (uses the 3rd and/or 4th cart), or</li> <li>4. Sell or donate their generated organic waste – commercial customers only (i.e., food rescue).</li> </ol> <p>Ware will provide education on organics reduction and provide a 10% discount (upon City approval) to residents who, select Option 2, return their green waste carts to Ware, do not order an organics cart, and implement backyard composting. Residents that do not utilize source-reduction methods will receive a separate cart for food scraps.</p>
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**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>WARE</b>	<p>Ware currently works with Food Forward, an organization which collects fresh fruits and vegetables from backyard fruit trees, public orchards, farmers markets, and the downtown Wholesale Produce Market, for donation to hunger relief agencies in Southern California. Additionally, Ware works with St. Francis Food Pantry.</p> <p>Ware will identify the key organizations to work with in the City through their existing networks, and develop a program similar to the current programs they currently offer.</p>

**Employment of Prior Contractor Employees**

PROPOSER	PLAN
<b>WARE</b>	<p>Ware will offer employment for available positions to existing employees of the current contractor that may be displaced if the current contractor is not retained. Any offerings will be limited to those existing employees who work within the City limits and are directly displaced.</p> <p>Ware states that they will contact the existing contractor to inform their employees, who are expected to be terminated as a result of the transition, to let them know that they could be hired by Ware.</p> <p>Ware’s procedure is to vet each applicant; and greater consideration is given to potential employees who are very knowledgeable about the City from actual experience, if additional hires are to be made. Candidates are considered based on qualifications and other factors including but not limited to, years of experience, and applicable knowledge and skills commensurate with the position.</p>

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
<b>WARE</b>	<p>Ware will provide door-to-door HHW collection from single-family and multi-family cart and bin customers for \$3.00/home/month for residents subscribing to the program.</p>

**Senior Discounted Rate**

PROPOSER	PLAN
<b>WARE</b>	<p>Ware proposes a senior discount of 10%, or some other amount, provided to the fullest extent feasible under Prop 218’s substantive requirements.</p> <p>Ware provided the following legal basis for a senior discount:</p> <p>“California’s well-established public policy of assisting senior citizens is reflected in innumerable public and private sector discount and benefit programs. Existing California case law holds that beneficial treatment of senior citizens does not constitute invidious or arbitrary discrimination violative of the Unruh Civil Rights Act. California courts have uniformly found discriminatory treatment to be reasonable, and thus nonarbitrary, where a strong public policy exists in favor of such treatment (see Sargoy v. Resolution Trust Corp. (1992); Koire v. Metro Car Wash, supra, 40 Cal. 3d 24; Starkman v. Mann Theatres Corp. (1991) 227 Cal. App. 3d 1491 [278 Cal. Rptr. 543]; Marina Point, Ltd. v. Wolfson (1982) 30 Cal. 3d 721 [180 Cal. Rptr. 496, 640 P.2d 115, 30 A.L.R.4th 1161]).</p> <p>Courts in other jurisdictions have held that age-based preferences do not violate civil rights laws. Although most states have public accommodations statutes similar to California’s Unruh Civil Rights Act, and comparable federal legislation has also been enacted, no case law from any other jurisdiction has been found which prohibits the favorable treatment of senior citizens.”</p> <p>Ware provided the following data comparing senior and average household waste generation in order to substantiate the discounted rate.</p> <p><b>Seniors: 1.9 persons per household<sup>1</sup> X 3.9 lbs/person/day<sup>1</sup> X 365 days/year = 2,725 TPY</b>                      1. source: <a href="https://www.bls.gov/opub/btn/volume-5/spending-patterns-of-older-americans.htm">https://www.bls.gov/opub/btn/volume-5/spending-patterns-of-older-americans.htm</a>; the calculation for waste generation, derived from US EPA and CalRecycle, is modified based on relative income levels between the average person and a senior person</p> <p><b>Average household size: 2.5 persons per household X 4.3 lbs/person/day X 365 days/year = 3,924 TPY Ratio of senior household waste to average household waste = 2,725 TPY: 3,924 TPY = 69% or ~ 30%</b></p> <p><u>RFP requirement to confirm that senior discounts are not subsidized by other households:</u> Ware’s proposal states: “In the development of the Ware Disposal proposed rate schedule, the full likely cost of providing service for all households was used to calculate per household rates (total cost / total households). The senior discount, and any other incentive discount, was then applied retroactively to this rate for affected households. This means that overall rates are not adjusted proportionately to a higher level as a means of subsidizing the senior discount --nor any other benefit or enhancement-- under our proposed rate schedule. Ware Disposal warrants this and provides full disclosure in our rate calculations.”</p>

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
<b>WARE</b>	Ware cites that they would be willing to enter into an agreement to purchase CNG from the City fueling station.

**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
<b>WARE</b>	0	

**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
<b>WARE</b>	<b>4</b>	<p>Ware Disposal vs State of California, Sacramento Superior Court 43-2012-80001207 in re: writ of mandate regarding issues surrounding the Department of Conservation - This issue was resolved when Ware Disposal decided not to appeal the Administrative Law Judge’s ruling on the matter.</p> <p>There are no additional current or recent litigation or other regulatory issues that impact Ware Disposal’s ability to provide the services described in our proposal and may otherwise be presented to, or questioned by, the City.</p> <p>Ware Disposal did receive a notice of breach from the County of Los Angeles regarding leaking trucks as issued on 20 August 2013, which Ware Disposal responded with a corrective action cure plan on 3 September 2013 and, as amended on 8 October 2013. Ware Disposal’s responses as issued on 3 September 2013 and 8 October 2013 to the County of Los Angeles resolved said matter.</p> <p>Apartment Owners Association of California et.al. v City of Los Angeles BC677423 and Frederick H Leeds et.al. v City of Los Angeles et.al BC709658, an action in Los Angeles County Superior Court surrounding the City of Los Angeles’ commercial franchise procurement process in 2014. This case remains an ongoing concern. Ware Disposal Inc. remains a tangential defendant in this case, whereby the plaintiffs seek copies of our submitted proposal on 29 October 2014 that have, as yet, been released publicly as part of the City of Los Angeles’ process in said procurement.</p>

**Proposal Enhancements**

<b>WARE</b>
<ol style="list-style-type: none"> <li>1. <u>New model year CNG vehicle fleet.</u> No additional cost to City.</li> <li>2. <u>Annual cart cleaning upon request.</u> No additional cost to residents. The value of the cleaning is estimated to be \$10/unit/year.</li> <li>3. <u>Annual award program for “Zero Wasters”.</u> Program targets single-family, multi-family, and businesses. Awardees from each sector will be recognized on social media, print and other traditional media. Awardees will receive one month’s complimentary service and a recycled trophy.</li> <li>4. <u>Distributed organics recycling:</u> <ol style="list-style-type: none"> <li>a. <u>Subsidized composters for residents:</u> Ware will provide compost bins to residents, upon request, to use in lieu of their green waste cart. Residents that turn in their green waste cart can purchase the compost bins for \$25, 50% of the \$50 cost of the bins. Ware estimates that over a 5 year period 50% of residential cart customers (3,370) will replace their green waste carts with the composters, and this would result in an \$84,250 contribution by Ware.</li> <li>b. <u>Subsidized kitchen food scrap pails for residents:</u> Ware will offer food scrap pails to residents for \$2.25, 50% of \$4.50 cost of the pails. Ware cites that this represents a \$3,375 contribution by the company based on 1,500 units being purchased at the subsidized price.</li> <li>c. <u>Vermicomposting bins:</u> Ware will purchase 100 worm composting bins to be sold at the Smart Gardening Workshops for \$25 (\$45 is full price) to residents over a five year period. Ware cites that this represents a \$2,000 contribution by the company.</li> <li>d. <u>Complimentary Smart Gardening Workshops:</u> Four workshops each year for 5 years. No additional cost to residents. Estimated cost to Ware \$1,200/year.</li> <li>e. <u>10% discount on monthly for single-family residents participating fully in the distributed organics recycling program.</u></li> </ol> </li> </ol>

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
WRT	Newport Beach, CA	Waste Resource Technologies, Inc.	Reviewed, 2018

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
WRT	\$55 million, CY 2018	7%	2.02	99%

**Experience**

PROPOSER	OVERALL EXPERIENCE
WRT	<p>WRT is a privately held California corporation since 2002. In 2018, parent company WRT was created and is the holding company for all subsidiaries. The legal name of the proposing entity is Waste Resources Technologies, Inc.</p> <p>If selected by the City of Lawndale, WRT will establish a wholly owned subsidiary called Waste Resources Lawndale.</p> <p>WRT provides exclusive franchise solid waste collection services to the cities of Gardena, Lynwood, and Carson (residential and a portion of commercial). WRT also provides open market, non-exclusive franchise commercial/industrial refuse and recycling collection services within several jurisdictions in LA County.</p> <p>WRT owns and operates the Waste Resources Recovery (WRR) facility in the County Unincorporated Area near Gardena.</p> <p>WRT’s parent company also owns and operates Pacific Waste on the island of Hawaii (acquired in 1997 from BFI) and Aloha Waste on the island of Maui (acquired in 2003). In 2017, WRT began operations in Honolulu, on the island of Oahu, as Aloha Waste of Honolulu. In addition, the company established BioEnergy Hawaii on the Island of Hawaii in 2006 to address waste conversion and alternative energy technology needs for the islands.</p>

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES REGION
WRT	WRT currently provides residential automated cart collection service in the cities of Gardena, Carson and Lynwood as part of exclusive franchise agreements.

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES REGION
WRT	<p>WRT currently provides exclusive commercial collection in the cities of Gardena, Lynwood, and a portion of Carson.</p> <p>WRT has open-market commercial refuse and recycling collection experience in the cities of Torrance and Glendale. WRT provides commercial refuse and recycling services for the unincorporated areas of Los Angeles County under a non-exclusive commercial franchise agreement. WRT also provides open market recycling services within the cities of El Segundo, Burbank, and Santa Monica.</p>

PROPOSER	SERVICE TRANSITION EXPERIENCE
WRT	<ul style="list-style-type: none"> <li>• City of Gardena services transition (residential services in 2006, commercial services in 2004.)</li> <li>• City of Lynwood – contract was awarded in October 2013 and full roll-out was completed by November 2013 with new carts delivered and outreach completed in that time.</li> <li>• City of Carson - contract awarded and exclusive residential services commenced July 2018, including a portion of the commercial services, with the balance of the commercial services to phase in over time.</li> </ul>

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
<b>WRT</b>	Operating Yard – 850 East 111th Place, Los Angeles. Customer Service Call Center – 850 East 111th Place, Los Angeles.

PROPOSER	DISPOSAL SITE
<b>WRT</b>	<u>Chiquita Canyon Landfill</u> – 29201 Henry Mayo Dr, Castaic. Per ton cost for disposal: \$36/ton.

PROPOSER	MATERIAL RECOVERY AND TRANSFER FACILITIES
<b>WRT</b>	<p><b><u>Material Recovery Facilities</u></b></p> <p><u>Downey Area Recycling &amp; Transfer (DART)</u> – 9770 Washburn Rd, Downey. Current price per ton received for commingled recyclables: \$20/ton.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p> <p><i>Alternative facilities for recyclables processing:</i></p> <p><u>Potential Industries</u> – 922 East E St, Wilmington. Current price per ton of commingled recyclables: \$15/ton.</p> <p><u>WestRock</u> – 20502 Denker Ave, Torrance. Current price per ton of commingled recyclables: \$0/ton.</p> <p><u>South Bay Recycling</u> – 15001 S. San Pedro St, Gardena. Current price per ton of commingled recyclables: \$15/ton.</p> <p><u>SA Recycling</u> – 16815 S. Main St, Gardena. Current price per ton of commingled recyclables: \$17/ton.</p> <p>NOTE: Dedicated clean source-separated single commodity loads will be delivered directly to the following recycling facilities: B&amp;B Pallets (clean wood; 439 E. Carlin Ave, Compton), Amigos Nursery (clean sawdust; 1420 E. 92<sup>nd</sup> St, Los Angeles), Alameda Recycling &amp; Metals (metals; 1230 Alameda St, Wilmington), and LA Fiber (carpet; 4920 S. Boyne Ave, Vernon). The price for single commodity recyclables currently ranges from \$0 to \$150/ton.</p> <p><b><u>Transfer Facilities</u></b></p> <p><u>Waste Resources Recovery (WRR)</u> – 357 W. Compton Blvd., Gardena. Cost per ton for transfer and bulky items: \$81.40/ton.</p> <p>Owned and operated by WRT</p> <p><u>Downey Area Recycling &amp; Transfer (DART)</u> – 9770 Washburn Rd, Downey. Cost per ton for transfer/disposal: \$65.60/ton.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p> <p><u>Puente Hills Material Recovery Facility (PHMRF)</u> – 13130 Crossroads Parkway South, Whittier. Cost per ton for transfer/disposal: \$61.45/ton.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p>

PROPOSER	PROCESSING FACILITIES
<b>WRT</b>	<p><b><u>Mixed Waste:</u></b></p> <p><u>Waste Resources Recovery (WRR)</u> – 357 W. Compton Blvd, Gardena. Current cost per ton for processing: \$81.40/ton. Typical recovery rates: 13-19%. WRR facility is owned by WRT.</p> <p>Owned and operated by WRT</p> <p><u>Puente Hills Material Recovery Facility (PHMRF)</u> – 13130 Crossroads Parkway South, Whittier. Current cost per ton for processing: \$52.50/ton. Typical recovery rates: 15-20%.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p>

	<p><b><u>Green Waste:</u></b></p> <p><u>Green Wise Soil Technologies</u> – 10120 Miller Way, South Gate. Primary uses: chipping and composting. Current cost per ton of green waste: \$45.50/ton.</p> <p>Owned and operated by Universal Waste Systems</p> <p><i>Alternative facility for residential green waste:</i></p> <p><u>PHMRE</u> - 13130 Crossroads Parkway South, Whittier. Cost per ton of green waste: \$45.50/ton.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p> <p>Contaminated green waste loads are to be delivered to WRR (357 W. Compton Blvd, Gardena) before proceeding to other facilities. Cost per ton of green waste: \$45.50/ton. WRR facility is owned by WRT.</p> <p><b><u>Organics:</u></b></p> <p><u>WRR</u> - 357 W. Compton Blvd, Gardena. Cost for processing per ton of food waste: \$85/ton. The WRR facility is owned by WRT, and is currently being expanded to allow for this capability.</p> <p>Owned and operated by WRT</p> <p>Pending – WRR submitted an application to Los Angeles County Regional Planning to expand its facility to process residuals from MRF operations. The primary focus of the expanded facility will be the capture of organics from refuse cart and bin service.</p> <p><i>Alternative facility for organic waste:</i></p> <p><u>PHMRE</u> - 13130 Crossroads Parkway South, Whittier. Cost per ton of food waste: \$70/ton.</p> <p>Owned and operated by the Los Angeles County Sanitation District</p>
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**Customer Service/Call Center Procedures**

PROPOSER	
<b>WRT</b>	<p><u>Call center location:</u> 850 East 111th Place, Los Angeles.</p> <p><u>Average hold time:</u> Average – 11 seconds</p> <p><u>Response time to complete a work order from time of request:</u> 24 hours</p> <p><u>Procedures to ensure that customers receive information accurate to Lawndale’s contract:</u> WRT’s account management software is a voice over internet protocol system (VOIP) that identifies the customer account by incoming phone number. If the phone number is unrecognized, our customer service team member will ask for service address followed by customer verification to properly identify the account holder. The software allows multiple search options to quickly engage the customer’s account(s).</p> <p><u>Complaint resolution process:</u> WRT has established four classes of protocols to respond to customer needs: routine, complaint, special service, and emergency.</p> <p>If the customer service representative determines that the customer is making a complaint, the Complaint Protocol is followed. The key distinction between the Routine Protocol and the Complaint Protocol is twofold: priority and attention. Each complaint is issued a service ticket, which is sent to the department or route that is responsible for resolving the matter (i.e. billing, dispatch, or driver). The Operation Manager also receives and reviews the status of service tickets in a daily report.</p> <p>All complaints will be resolved within one business day. However, if WRT cannot resolve the complaint within the one day timeframe, WRT will immediately notify the customer in person or via phone, if possible, and the City in writing describing the reason and proposed resolution of the issue.</p> <p>If the complaint involves a driver, the Route Manager immediately addresses the subject with the driver.</p> <p>Each Monday, the Operations Manager receives a complaint report for the prior week. Complaints that apply to the operation team are then discussed in their weekly meetings.</p> <p>WRT has the ability to produce a complaint report at the City’s request.</p> <p><u>Customer service representative during transition:</u> WRT will provide a customer service representative at the Public</p>

	Works Department during transition. Additionally, WRT will provide their most experienced customer service team members as mentors allowing an opportunity for any available students in local schools seeking occupational training.
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**Equipment**

PROPOSER	CARTS
<b>WRT</b>	<p>Carts will be new.</p> <p><u>Manufacturer:</u> Toter</p> <p><u>Cart sizes:</u> As required by RFP</p> <p><u>SB 1383 compliant colors:</u> Yes</p>

PROPOSER	COLLECTION VEHICLES
<b>WRT</b>	<p>WRT will purchase new near-zero CNG-fueled and electric collection vehicles for this contract. WRT is beta-testing electric collection vehicles for next year. No truck will be more than 10 model years old as of January 1, 2020.</p> <p><u>Collection vehicles, typical</u></p> <ul style="list-style-type: none"> <li>• 3 CNG rear-loaders</li> <li>• 1 CNG front-loader</li> <li>• 1 electric rear-loader</li> </ul> <p><b>Question #5</b></p>

**Scavenging Efforts**

PROPOSER	SCAVENGING EFFORTS
<b>WRT</b>	<p>To reduce scavenging in the commercial sector, WRT offers locking lids for both trash and recycling bin services. Residents are reminded via quarterly newsletters to call local law enforcement to report scavenging activities. WRT drivers are trained to observe, report, and photograph any scavenging to the office promptly, which is then reported to Code Enforcement.</p>

**Minimum Diversion Rate**

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>WRT</b>	. 51% as stated in Attachment 4-C.

**Processing of Mixed Waste**

PROPOSER	PLAN
<b>WRT</b>	<p>WRT will send the mixed waste collected to WRR for processing and recovery of recyclable material. Currently, WRR separates, recovers, and markets paper fibers, metals, inert materials, green waste, ewaste, wood waste, carpet, mattresses, and food waste. WRR’s current recovery rate is 15-22%.</p>

**Organics Recycling Program**

PROPOSER	PLAN
<b>WRT</b>	<p><u>Commercial</u> – Collection of commercial organics consists of the following:</p> <ul style="list-style-type: none"> <li>• 1 to 3 48- to 60-gallon carts (moisture content dictates cart size);</li> <li>• Collection 1 to 3 times per week;</li> <li>• Accounts that generate more than the maximum cart service will receive commercial organics bin service;</li> <li>• WRT proposes to initially swap out organics carts after each collection while route density and volume of</li> </ul>

	<p>organics is low. WRT states that this serves three purposes: 1) drivers can assess contamination prior to collection and “red tag” if found to be excessive; 2) providing customers with a clean cart after each service will keep odor and vermin complaints to a minimum. If customers use bags, then the cart may not be swapped out; 3) the low volume of organics currently collected does not support a full commercial route.</p> <p>In the event there is sufficient volume to warrant a route, then the carts will be collected in that manner. This would then necessitate bagging and may generate additional fees for on-route cart washing.</p> <ul style="list-style-type: none"> <li>• The carts come with decals showing what is accepted;</li> <li>• Information about the program is included;</li> <li>• Multi-family complexes can sign up for greenwaste-only carts or bins.</li> </ul> <p>At the onset of the contract period, WRT will be available to provide source-separated commercial organics recycling, to those accounts that are required to comply or choose to divert organics from the wastestream, pursuant to AB1826. WRT can provide green “slim jim” organics collection containers upon request, for a cost.</p> <p>WRR is in the process of expanding its facility to receive and process organics (pending approval by Los Angeles Regional Planning). This new facility will have the capability to recover organics from refuse, reducing the need for a source-separated organics program with all its logistical challenges. WRR is also in the process of evaluating technologies to pre-treat source-separated organics before being delivered to wastewater treatment plants composting facilities, or anaerobic digestion plants. Any technology evaluation will include Lawndale’s feedstock, for which the City will receive diversion credit. These evaluation projects should be online by the time this contract term begins.</p> <p><u>Residential</u> – WRT will include organics collection service at the start of the contract. In 2022, WRT will impose the 6% increase to the residential rates in effect in 2022, as proposed in the rate sheets. This program requires the customer to bag their food waste in translucent bags and place it in their green cart. WRT will have bags available for purchase, should a resident run out of their own bags.</p> <p>The material will then be delivered to WRR where the bags will be removed from the greenwaste. As of the date of this proposal, the organics will be processed at WRR during the onsite testing of an organics processing technology. The greenwaste will be delivered to WRR’s downstream partner Green Wise Soil Technologies (GWST) for composting.</p> <p>WRT believes that because of the lack of organics processing infrastructure within LA County, they do not foresee their expansion project being rejected. They further state that, denial of the WRR expansion project would not affect their ability to process Lawndale’s residential organics, as the technology currently under construction at WRR will have sufficient capacity to accommodate Lawndale’s organics.</p>
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**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>WRT</b>	WRT will promote the use of Food Finders. WRT will include food rescue as a waste minimization item during site visits.

**Employment of Prior Contractor Employees**

PROPOSER	PLAN
<b>WRT</b>	<p>WRT will offer employment to existing employees of the current contractor that may be displaced if the current contractor is not retained. This offer expires 60 days prior to the commencement of service date. Our ability to comply with this requirement is limited by the amount of access provided to WRT by the current contractor.</p> <p>WRT’s procedure is as follows:</p> <ol style="list-style-type: none"> <li>1. Request and receive a list of names and contact info from the current hauler.</li> <li>2. Contact and interview prospective employees.</li> <li>3. Review and conduct background and DMV checks.</li> <li>4. Hire and train employees.</li> </ol>

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
<b>WRT</b>	Customers may call customer service from 7 days before and up to noon the day before their regularly scheduled collection day to request service. The service is limited to once per month. The service is proposed at \$3.00/home/month for all residential customers. If requested by City, WRT will provide a pre-use fee as an alternate to the monthly fee.

**Senior Discounted Rate**

PROPOSER	PLAN
<b>WRT</b>	WRT proposes a 15% senior discount, based on seniors’ disposal habits, which according to WRT tend to be lighter than other residential trash customers.

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
<b>WRT</b>	WRT currently has a fueling facility at its yard in Los Angeles. However, there are times when the trucks need to refuel during the day and WRT is amenable to purchasing CNG fuel from the City.  WRT will need immediate service and access to quick-fill terminals.

**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
<b>WRT</b>	1	Section 12 – Condemnation. WRT requests the City either strike the entire section or limit the clause to the extent permissible by law.  <i>12.13 Condemnation</i>  <i>City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 10.</i>

**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
<b>WRT</b>	0	None

**Proposal Enhancements**

WRT
<p>1. <b>Residential Two-Cart Alternative Proposal.</b> WRT has included an alternate proposal with a residential two-cart system for organics and mixed waste using split trucks, making only one pass per residence per week, instead of three with a typical 3-cart collection system. Please refer to Appendix C for details. WRT currently utilizes one split body front-end loading vehicle with a “curatto-style collection bin” for the collection of residential wastes at its Aloha Waste company on Maui. This body is split 60% for mixed residential waste and 40% for source separated residential recycling. This vehicle was formerly used in unincorporated Los Angeles County and City of Los Angeles for customer collection between 2014 and 2016.</p> <p>WRT has two 60/40 split body front-end loaders on order for use in the City of Carson which should arrive October 2019. These vehicles may be transferred and available for operations in Lawndale if the opportunity materializes.</p>

2. **Low Residential Cart Alternative Proposal.** WRT has also included a Low Residential/High Commercial Rate proposal in the event the City opts for a lower residential rate. Please refer to Appendix C for details.
3. **Residential Food Waste Collection at Contract Start.** WRT proposes to implement the residential organics program at start of contract at no additional charge until 2022. At that time, the 6% adjustment will be included in that year's rate adjustment. By starting early, the City will be ahead of SB1383 requirements.
4. **Low Commercial Organics Rates.** To encourage use of this mandatory program, WRT has proposed low commercial organics service rates that do not exceed those of equivalent trash service.
5. **New Near-Zero CNG and Electric Trucks.** WRT will deploy a fleet of new, near-zero CNG and electric vehicles, placing Lawndale at the forefront of California (and U.S.) cities with quiet, and environmentally-friendly electric waste collection vehicles operating daily.
6. **Plastic Bins for Commercial Service.** To the extent possible, WRT will furnish new plastic bins for use by multi-family and commercial customers.
7. **Compostable Bag Availability.** In support of the residential organics program, WRT will offer compostable plastic bags for purchase. This is not an imbedded cost in the rates, but would be charged to a resident upon order. The cost of the compostable bags is: 3 gallon box of 25 - \$8.19; 8 gallon box of 25 - \$12.67; 13 gallon box of 20 - \$15.27. WRT proposes that the cost for the bags will adjusted annually with the regular rate adjustment methodology.
8. **Indoor Organics Collection Containers.** WRT will offer green "Slim Jim" containers for purchase to support the commercial organics program. The \$40 per container cost is not an imbedded cost in the rate, but would be charged to a customer upon order.
9. **Preparation of City's Annual Report.** This would add \$5,000 per year to WRT's operating cost, split equally between residential and commercial costs. This equates to a minimal increase in the rates.
10. **Battery drop-off recycling locations throughout the City.** The proposed rates include 10 mail-back buckets per year to be distributed at various locations in the City. The purchase of additional buckets will need to be negotiated.
12. **Stable List of Recyclables.** Despite the changes in recycling markets, we like to keep the message consistent to our customers; therefore, WRT proposes no changes to the list during the life of the contract.
13. **Local Management of Materials.** In contrast to the operational plan of our competitors, WRT's proposal eliminates all extra truck miles in and out of the County for material processing, thereby reducing the carbon footprint associated with waste hauling and recycling in Lawndale.
14. **Local Organics Management.** With the startup of our facility's organics processing technology, all of the organics collected by WRT will be managed locally. Additionally, when the facility's expansion is complete, all "black bin" material will be processed for recyclables and organics to dramatically reduce the amount of material landfilled each year, ahead of SB1383 requirements.
15. **Low Reliance on Landfills.** Our entire business model is designed to convert as much waste as possible into value-added products, and to reduce and eliminate landfills. Unlike our competitors, we do not own or operate landfills.
16. **Locally-Based, High-Quality Service.** WRT's senior management will be the City's primary point of contact. Our CEO, COO, and CFO/EVP personally participated in the RFP process. All customer service is provided by local employees; calls are not routed through Houston, or to overseas call centers.
17. **Additional enhancements include:**
  - Specialized collection containers for large events.
  - Employee and resident recognition program and coordination with the SBBEC.
  - Enhanced scavenger and illegal dumping monitoring with dedicated service.

**Proposer Overview**

PROPOSER	CORPORATE HEADQUARTERS	GUARANTOR (PARENT COMPANY)	TYPE OF FINANCIAL STATEMENTS AND YEAR
<b>WM</b>	Houston, TX	Waste Management, Inc.	Audited, Reviewed, Compiled

**Financial Information**

PROPOSER	ANNUAL COMPANY REVENUE	LAWDALE CONTRACT REVENUE AS PERCENTAGE OF TOTAL COMPANY REVENUES	CURRENT ASSETS TO CURRENT LIABILITIES RATIO	TOTAL LIABILITIES TO TOTAL ASSETS RATIO
<b>WM</b>	\$14.9B (2018)	Less than 1%	0.85	72%

**Experience**

PROPOSER	OVERALL EXPERIENCE
<b>WM</b>	<p>USA Waste of California, Inc. (Waste Management) is wholly owned by Waste Management, Inc. (WM), the largest solid waste service provider in North America. The parent company owns and operates landfills and processing/transfer facilities throughout the country. USA Waste was organized and has been doing business in the state of California for 26 years.</p> <p>WM cites 19 exclusive municipal agreements throughout the greater Los Angeles area, and an additional 34 exclusive municipal agreements within Southern California.</p>

PROPOSER	RESIDENTIAL COLLECTION EXPERIENCE – LOS ANGELES REGION
<b>WM</b>	<p>WM cites automated residential collection experience in the cities of Agoura Hills, Arcadia, Baldwin Park, Calabasas, Carson, Diamond Bar, Hidden Hills, La Verne, Lancaster, Long Beach, Malibu, Manhattan Beach, Palmdale, Rolling Hills Estates, San Dimas, Santa Clarita, South Gate, Westlake Village, and Whittier, and the County of Los Angeles.</p>

PROPOSER	BIN COLLECTION EXPERIENCE – LOS ANGELES REGION
<b>WM</b>	<p>WM provides exclusive commercial collection service in the cities of Baldwin Park, Calabasas, City of Los Angeles (2 exclusive zones), Hidden Hills, La Verne, Lancaster, Manhattan Beach, Palmdale, Rolling Hills Estates, San Dimas, South Gate, and the County of Los Angeles.</p> <p>WM provides commercial collection service through non-exclusive franchises in the cities of Arcadia, Carson, and Santa Clarita.</p> <p>WM provides non-exclusive, non-franchise commercial collection service in the cities of Long Beach, Malibu, Pasadena, Pomona, Torrance, and Westlake Village.</p>

PROPOSER	SERVICE TRANSITION EXPERIENCE
<b>WM</b>	WM performed hauler transitions in cities such as California City, Ridgecrest, Selma, Tehachapi, and Kern County.

**Facilities**

PROPOSER	OPERATING FACILITY/LOCAL OFFICE
<b>WM</b>	Operating Yard – Long Beach Hauling, 1970 E. 213 <sup>th</sup> St, Long Beach Back-up Hauling Operation – Compton Hauling, 407 E. El Segundo Blvd, Compton Customer Service Office Address – 5701 Eastern Ave, Suite 300, Commerce Public Relations Office Address – 1970 E. 213 <sup>th</sup> St, Long Beach Billing – 2625 W. Grandview Rd, Phoenix, AZ

PROPOSER	DISPOSAL SITE
<b>WM</b>	<u>El Sobrante Landfill</u> – 10910 Dawson Canyon Rd, Corona - \$36.10/ton Owned and operated by WM.  Back-up Disposal Facilities: <u>Simi Valley Landfill &amp; Recycling Center</u> – 2801 Madera Rd, Simi Valley - \$56.28/ton Owned and operated by WM.  <u>Antelope Valley Landfill</u> – 1200 W. City Ranch Road, Palmdale - \$39.82/ton Owned and operated by WM.

PROPOSER	MATERIAL RECOVERY AND TRANSFER FACILITIES
<b>WM</b>	<u>Carson Transfer Station</u> – 321 W Francisco St, Carson - \$68.12/ton Owned and operated by WM.  Back-up Transfer Station: <u>South Gate Transfer Station</u> – 4489 Ardine St, South Gate - @\$66.50/ton Owned and operated by WM.

PROPOSER	PROCESSING FACILITIES
<b>WM</b>	<u>Commingled Recyclables</u> Primary Facility: <u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - \$54.42/ton Owned and operated by WM.  Estimated diversion rate for mixed recyclables: 85% (material composition and market dependent)  Back-Up Facility: <u>Pico Rivera Recycling Center</u> - 8405 Lock Lomond Drive, Pico Rivera- \$109.21/ton Owned and operated by WM.  Estimated diversion rate for mixed recyclables: 75% (material composition and market dependent)  Back-Up Facility:

	<p><u>Sun Valley Recycling Center</u> - 9227 Tujunga Ave., Sun Valley- TBD pending completion of facility Owned and operated by WM.</p> <p>Estimated diversion rate for mixed recyclables: 80% (material composition and market dependent)</p> <p><b><u>Green Waste Processing:</u></b></p> <p>Primary Facility:</p> <p><u>Sun Valley Recycling Park</u> - 9227 Tujunga Ave., Sun Valley- \$42.11/ton Owned and operated by WM.</p> <p>Estimated diversion rate for green waste: 85% (material composition and market dependent)</p> <p>Back-Up Facility:</p> <p><u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - \$49.12/ton Owned and operated by WM.</p> <p>Estimated diversion rate for green waste: 85% (material composition and market dependent)</p> <p>Back-Up Facility:</p> <p><u>Simi Valley Landfill &amp; Recycling Center</u> – 2801 Madera Rd, Simi Valley - \$52.89/ton Owned and operated by WM.</p> <p>Estimated diversion rate for green waste: 85% (material composition and market dependent)</p> <p><b><u>Commercial Food Waste Primary Facility</u></b></p> <p><u>Orange CORE</u> – 2050 N. Glassell St., Orange - \$117.90/ton Owned and operated by WM</p> <p>Estimated diversion rate for commercial food waste: 90%</p> <p><b><u>Residential Food Waste Primary Facility</u></b> –</p> <p><u>Agromin</u> – 201 Kinetic Drive, Oxnard - \$53.05/ton Owned and operated by WM</p> <p>Estimated diversion rate for residential food waste: 90%</p> <p><b><u>Mixed Waste</u></b></p> <p>Primary Facility:</p> <p><u>Azusa TS/MRF</u> - 1501 W. Gladstone St, Azusa - \$54.42/ton Owned and operated by WM.</p> <p>Estimated diversion rate for mixed recyclables: 85% (material composition and market dependent)</p>
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**Customer Service/Call Center Procedures**

PROPOSER	
<b>WM</b>	<p>Customer calls will be answered by customer service reps at the regional customer service center in Commerce, California, open Monday through Friday, from 8:00 a.m. to 5:00 p.m., and closed on six holidays per year. After hours calls are answered by WM’s Interactive Voice Response where customers can find out basic account information and make payments. Online customer service is available 24/7.</p> <p>Customer contacts, including requests for service, change of status, change of service, status of service, complaints and compliments, are tracked through a ticket system. Each ticket requires closure upon completion of requested action and/or resolution. Local management and teams monitor the status of all tickets to ensure timely service completion. If an issue requires immediate attention, a case is created in the system followed with email or telephone call to local manager or driver supervisor. If a repeat issue occurs within two months, the operations</p>

	<p>management team is alerted that a recurring problem exists.</p> <p>WM will use Green Pages, a web-based Knowledge Management Tool, to track contract information and details on services available to Lawndale customers. The local government liaison will work with the City of Lawndale to customize pages within Green Pages that include local, contract-specific information such as available services, rates, collection schedules, maps, special events, and activities. Green Pages will be accessible to all WM customer service representatives nationwide.</p> <p>Average time a customer is on hold: Less than 45 seconds.</p> <p>Response time to complete a work order from time of request: WM’s response: “Response time to complete a work order from time of request varies based on nature of work. For example, cart deliveries, swaps and removals are typically completed on next service day, which can be one week out. In other instances, work orders such as for missed pick up are completed no later than the following work day. Additionally, the timing for work to be completed varies based on individual agreement with the City. WM will work to ensure that all work orders are completed within the allotted time provided per agreement with the City of Lawndale.”</p> <p>Customer service representative during transition: WM will provide this service.</p>
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**Equipment**

PROPOSER	CARTS
<b>WM</b>	<p>Manufacturer: Otto</p> <p>Injection-molded or rotationally-molded carts.</p> <p>WM will provide new carts.</p> <p>In addition to cart locks, WM will include tips about cart use and placement to avoid nuisances in all transition and ongoing education materials.</p>

PROPOSER	COLLECTION VEHICLES
<b>WM</b>	<p>AutoCar or Peterbilt route vehicles with LNG or CNG for:</p> <ul style="list-style-type: none"> <li>• Cart</li> <li>• Bin</li> <li>• Roll-off</li> </ul> <p>Autocar or F550 Rear-Loader with Diesel or CNG (for Bulky Item Pickups)</p> <p>Ford or Freightliner Diesel Flatbed Vehicles</p> <p>All vehicles will be less than 10 years old.</p>

**Scavenging Efforts**

PROPOSER	SCAVENGING EFFORTS
<b>WM</b>	<p>WM conducted several “drive-arounds” in the City and observed scavenging both on the residential and commercial collection routes. WM observed some residential customers withholding recyclables from their residential cart to give to scavengers. WM’s approach to this is three-fold; monitor scavenging efforts, educate customers on the downfalls of scavenging and work with local enforcement agencies to enforce the laws.</p> <p>WM proposes a Waste Watch neighborhood watch program at no additional charge. WM drivers can enhance safety in communities by reporting unusual activity. Drivers can quickly communicate with the WM dispatcher and local law enforcement partners allowing suspicious or unusual activities to be reported immediately. Drivers have received the necessary training on what to look for, how to react, and how to report any incidents.</p> <p>To deter scavenging, WM will offer a gravity cart lock option for residential carts upon request for an additional charge. Customers who opt for this service will be provided a key, which would enable them to place recyclables into the cart with ease, while thwarting unwanted scavengers. Carts will only automatically unlock when serviced by an</p>

	automated lifter or with a key provided to the customer. There is a one-time installation fee of \$100 per cart for the gravity lock. There is no monthly fee for the gravity locks.
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**Minimum Diversion Rate**

PROPOSER	DIVERSION RATE FOR ALL HAULER-COLLECTED SOLID WASTE
<b>WM</b>	41%

**Processing of Mixed Waste**

PROPOSER	PLAN
<b>WM</b>	<p>WM plans to use Azusa Recycling Park for processing of mixed waste. WM’s proposal included the following regarding mixed waste processing:</p> <p>Due to newly implemented quality standards, which are much more restrictive than ever, Waste Management sends very limited amounts of material for mixed waste processing.</p> <p>Commercial mixed waste processing is widely known in the industry to yield low recovery rates of no more than 8% - 15% in places where source separated programs are poorly supported. The recovery from mixed waste processing in programs where source separated programs are robustly encouraged, such as the program Waste Management intends to provide in Lawndale, can be even lower. – AS a result, CalRecycle clearly favors the superiority of source separated recycling programs.</p> <p>Waste Management believes that successful diversion is the result of an educated, engaged customer base. Providing Commercial Mixed Waste Processing to all Commercial Customers that refuse to participate in a source separation program will send the wrong message and lead to the opposite of an educated, engaged customer base. Businesses owners and employees will not undertake the substantial behavior changes necessary to implement a source separation program if we make it too easy to continue old habits. The result will be diminishing diversion over time.</p>

**Organics Recycling Program**

PROPOSER	PLAN
<b>WM</b>	<p><u>Residential:</u> WM is proposing to co-collect green waste and food waste in the container they currently use for green waste service, without the need to place Food Waste in bags, upon service initiation under this Agreement. This is included in the estimated first-year residential rates proposed by WM..</p> <p>WM will provide smaller, larger, or additional organics containers upon request. WM will make kitchen food waste pails available upon resident request. Collected organics will be delivered to Carson Transfer Station where it will receive initial contaminant removal as needed, then transported to the Agromin facility in Chino for composting.</p> <p><u>Commercial:</u> Waste Management proposes a Civic Organics Recycling Program at frequencies of no less than once per week as required by each individual customer in 65- and 96-gallon carts. Collected organics will be delivered to WM’s CORE facility.</p>

**Food Rescue and Donation Program**

PROPOSER	PLAN
<b>WM</b>	<p>WM proposes to work with the City to enhance and grow the Lawndale Commodities program in partnership with the Food Bank of Southern California and the United States Department of Agriculture.</p> <p>WM will work with the local business community in the City to promote the Commodities program to increase the amount of donated food collected. WM will conduct periodic site visits with commercial customers and assess which customers have food items that can be donated to The Food Bank of Southern California and/or the City’s Commodities program.</p>

	WM will help quantify the volume (tonnage) that the Food Bank of Southern California, and commercial customers divert from landfill through food rescue in the City of Lawndale.
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**Employment of Prior Contractor Employees**

PROPOSER	PLAN
<b>WM</b>	WM will adhere to Labor Code Sections 1070, 1072, 1075 and 1076. WM and Republic Services are both part of collective bargaining agreement, Local Teamsters 396.  All interested employees of the current hauler will be interviewed and put through the WM new hire pre-screening process. If the candidates pass the interview and screening procedures, they will be made an employment offer by WM.

**Optional: Door-to-Door Household Hazardous Waste Collection**

PROPOSER	PLAN
<b>WM</b>	WM proposes their “At Your Door Special Collection” program for the collection of household hazardous waste. Acceptable materials are included on pages 121 and 122 of their proposal. Customers that call in for a pickup will receive a collection kit through mail, and the customer is responsible for packaging the HHW and placing them out for collection on the designated collection day. Proposed initial cost is \$1.00/per home/month.

**Senior Discounted Rate**

PROPOSER	PLAN
<b>WM</b>	10% discount based on the assumption that a typical senior household produces less waste which WM assumes will result in lower costs for disposal and processing.

**Ability to Utilize City’s CNG Fueling Facility**

PROPOSER	PLAN
<b>WM</b>	WM has the ability to purchase CNG from the proposed City fueling station.

**Proposed Exceptions to Franchise Agreement**

PROPOSER	NUMBER OF EXCEPTIONS	DESCRIPTION OF EXCEPTIONS TAKEN
<b>WM</b>	36	Please refer to WM proposal

**Legal Disclosures**

PROPOSER	# OF LEGAL DISCLOSURES	SUMMARY OF LEGAL DISCLOSURES
<b>WM</b>	8	<ol style="list-style-type: none"> <li>1. <a href="#">USA Waste vs City of Carson, Waste Resources of Los Angeles, Inc. (2018)</a>, regarding assertion of Continuation Rights under the Cal Public Resources Code for commercial accounts in the City of Carson. Open.</li> <li>2. <a href="#">Cal OSHA – USA Waste Saugus Hauling (2018)</a> – Cal OSHA inspection regarding site heat injury and illness program. Three citations were issued. Open.</li> <li>3. <a href="#">USA Waste vs City of Carson (2018)</a> – USA Waste sought public records from City of Carson under California Public Records Act. The City failed to comply with statute. Matter was settled.</li> <li>4. <a href="#">USA Waste vs City of Carson (2017)</a> – Carson Residential and Commercial RFP Process Challenge as arbitrary, capricious and not based on substantial evidence and in violation of law. Open.</li> <li>5. <a href="#">Cal OSHA – Blue Barrel Disposal (2016)</a> – Cal OSHA inspected facility and alleged that employees</li> </ol>

		<p>were subjected to heat stress because of non-working AC unit in the vehicle. Matter was settled.</p> <p>6. <u>Cal OSHA – USA Waste Sun Valley (2017)</u> – Cal OSHA investigated facility for heat-related illness of temporary worker. Two citations were issued related to the heat illness prevention plan. Matter was settled.</p> <p>7. <u>Federal Aviation Administration – USA Waste (2014)</u> – Administrative penalty for alleged unlawful shipment of one box of batteries in violation of FAA regulations. Matter was settled.</p> <p>8. <u>Cal OSHA – Carson City Transfer (2013)</u> – Cal OSHA investigation of death. Matter settled.</p>
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**Proposal Enhancements**

WM
<ol style="list-style-type: none"> <li>1. Supporting compliance with existing and future state regulations</li> <li>2. Waste Watch partnership with local law enforcement as an added element of community watch</li> <li>3. 2 Free Compost classes per contract year taught by Waste Management staff</li> <li>4. 2 Free Facility tours per contract year - Open to all Lawndale community stakeholders</li> <li>5. Additional free community Shred event, totaling a number of two events per contract year</li> <li>6. Donation of one compost bin per class to raffle off to class attendee per contract year</li> <li>7. Additional Free Compost giveaway event, totaling a number of three events per contract year</li> <li>8. Recycling Coach- dedicated to helping businesses and residents improve recycling habits</li> <li>9. 2 community food drives per year</li> </ol>

**City of Lawndale  
Updated Seven Year Customer Cost in 2020 Dollars – Republic, UWS, and WRT**

Line	Hauler	Annual Rate Revenue							Total 7-Year Customer Cost (1)
		2020	2021	2022	2023	2024	2025	2026	
1	WRT (2)	\$ 3,928,000	\$ 3,928,000	\$ 4,041,000	\$ 4,041,000	\$ 4,041,000	\$ 4,041,000	\$ 4,041,000	\$ 28,061,000
2	UWS	\$ 4,078,000	\$ 4,078,000	\$ 4,197,000	\$ 4,197,000	\$ 4,197,000	\$ 4,197,000	\$ 4,197,000	\$ 29,141,000
3	Republic	\$ 4,174,000	\$ 4,174,000	\$ 4,211,000	\$ 4,211,000	\$ 4,211,000	\$ 4,211,000	\$ 4,211,000	\$ 29,403,000

(1) Assumes residential food waste program and associated rate increase begins in Year 3, except for WRT which proposed to start residential food waste at contract inception, with contractor compensation not increasing until January 1, 2022.

(2) Includes the estimated annual cost per residential account for organics bags required by WRT. Estimate is based on 6,092 residential accounts and \$0.33 per 3-gallon bag offered by WRT.

<u>WRT 2020 Rate Revenue Including Residential Food Waste Bag Cost</u>	
3-gal box cost	\$ 8.19
# bags/box	<u>25</u>
Bag cost	\$ 0.33
# of Res Accounts	<u>6,092</u>
Wkly bag cost	\$ 2,010.36
Weeks/year	<u>52</u>
Annual bag cost	\$ 105,000
WRT 2020 Rate Revenue Excluding Residential Food Waste Bag Cost	<u>\$ 3,823,000</u>
WRT 2020 Rate Revenue Including Residential Food Waste Bag Cost (rounded to nearest \$1,000)	\$ 3,928,000

<u>WRT 2022 Rate Revenue Calculation</u>	
2022 Increase (000's)*	\$ 3,936,000
Annual Bag Cost (000's)	\$ 105,000
WRT 2022 Rate Revenue	\$ 4,041,000

\* Proposed increase to offset costs of residential food waste program. Does not include regular annual rate adjustment.

**ATTACHMENT 11**  
**UPDATED RATE REVENUE CALCULATIONS - REPUBLIC, UWS, AND WRT**

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11 - 4	Commercial and Multi-Family Service - Revenue
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**City of Lawndale**  
**Annual Contractor Rate Revenue Summary**

Line	Service Category				
		Current Contract (CY 2019)	Republic (CY 2020) Based on 7/11/2019 Submittal	UWS (CY 2020) Based on 7/11/2019 Submittal	WRT (CY 2020) <sup>(1)</sup>
	<b><u>Standard Services</u></b>				
1	Residential Service Revenue	\$ 1,152,000	\$ 1,854,000	\$ 1,724,000	\$ 1,903,000
2	Multi-Family and Commercial Rate Revenue	\$ 1,197,000	\$ 2,168,000	\$ 2,207,000	\$ 1,708,000
3	Roll-Off and Temporary Service Revenue <sup>(2)</sup>	\$ 109,000	\$ 153,000	\$ 147,000	\$ 212,000
4	Rounding Adjustment	\$ -	\$ (1,000)	\$ -	\$ -
5	<b>Total Proposed Rate Revenue, Rounded</b>	<b>\$ 2,458,000</b>	<b>\$ 4,174,000</b>	<b>\$ 4,078,000</b>	<b>\$ 3,823,000</b>
6	Proposer Increase Over CY 2019 Rates	N/A	\$ 1,716,000	\$ 1,620,000	\$ 1,365,000
	<b><u>Percent Above (Below) CY 2019 Rate Revenue</u></b>				
7	Residential Service Rate Revenue		61%	50%	65%
8	Multi-Family and Commercial Rate Revenue		81%	84%	43%
9	Roll-Off and Temporary Bin Rate Revenue		40%	35%	94%
10	<b>Total</b>		<b>70%</b>	<b>66%</b>	<b>56%</b>
	<b><u>Other Services</u></b>				
11	<b><u>Residential Food Waste Program</u></b>				
12	Estimated Percent Increase for Residential Food Waste Program		2.00%	7.00%	6.00%
13	Additional Rate Revenue for Residential Food Waste Program		\$ 37,000	\$ 119,000	\$ 113,000
14	Total Rate Revenue with Standard Services and Residential Food Waste Program		\$ 4,211,000	\$ 4,197,000	\$ 3,936,000
15	<b><u>Optional: Door-to-Door HHW Program</u></b>				
16	Incremental Annual Cost per Residential Customer		\$ -	\$ 25	\$ 36
17	Additional Rate Revenue for Door-to-Door HHW Program		\$ -	\$ 154,000	\$ 219,000
18	Total Additional Revenue for Company to Perform Other Services		\$ 37,000	\$ 273,000	\$ 332,000
19	<b>Total Additional Revenue for Company to Perform All Services</b>		<b>\$ 4,211,000</b>	<b>\$ 4,351,000</b>	<b>\$ 4,155,000</b>

(1) Updated submittal received 7/11/2019 was not responsive and therefore initial rate proposal is shown.

(2) Excludes revenue from C&D roll-off and C&D temporary bins.

## City of Lawndale Residential Service - Rates and Revenue CY 2020

Line	Service Category	Monthly Contractor Rates				Billing Units (1)	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT		Current Contract (CY 2019)	Republic	UWS	WRT
1	<b>Curbside Collection - 1x week, one refuse, recycling and organics cart (based on size of refuse container)</b>									
2	- 96-gallon refuse cart (2)	\$ 20.17	\$ 29.20	\$ 27.41	\$ 29.88	688	\$ 13,877	\$ 20,090	\$ 18,858	\$ 20,557
3	- 60-gallon refuse cart - Base Rate	\$ 15.51	\$ 25.20	\$ 23.41	\$ 25.88	4,422	\$ 68,585	\$ 111,434	\$ 103,519	\$ 114,441
4	- 35-gallon refuse cart (3)	\$ 10.86	\$ 21.20	\$ 19.41	\$ 21.88	619	\$ 6,722	\$ 13,123	\$ 12,015	\$ 13,544
5	<b>Senior Rate Reduction:</b>	15%	15%	15%	15%					
6	- 96-gallon refuse cart	\$ 17.14	\$ 24.82	\$ 23.29	\$ 25.40	21	\$ 360	\$ 521	\$ 489	\$ 533
7	- 60-gallon refuse cart	\$ 13.18	\$ 21.42	\$ 19.89	\$ 22.00	259	\$ 3,415	\$ 5,548	\$ 5,152	\$ 5,697
8	- 35-gallon refuse cart	\$ 9.23	\$ 18.02	\$ 16.49	\$ 18.60	83	\$ 766	\$ 1,496	\$ 1,369	\$ 1,544
9	<b>Additional Cart Rates - Fixed</b>									
10	<b>Additional Refuse Carts - above one</b>									
11	- 96-gallon refuse cart	\$ 9.30	\$ 9.30	\$ 9.30	\$ 9.30	61	\$ 567	\$ 567	\$ 567	\$ 567
12	- 60-gallon refuse cart	\$ 6.98	\$ 6.98	\$ 6.98	\$ 6.98	140	\$ 977	\$ 977	\$ 977	\$ 977
13	- 35-gallon refuse cart	\$ 4.64	\$ 4.64	\$ 4.64	\$ 4.64	94	\$ 436	\$ 436	\$ 436	\$ 436
14	<b>Additional Refuse Carts - above one with Senior Rate Reduction</b>									
15	- 96-gallon refuse cart	\$ 7.91	\$ 7.91	\$ 7.91	\$ 7.91	-	\$ -	\$ -	\$ -	\$ -
16	- 60-gallon refuse cart	\$ 5.93	\$ 5.93	\$ 5.93	\$ 5.93	2	\$ 12	\$ 12	\$ 12	\$ 12
17	- 35-gallon refuse cart	\$ 3.94	\$ 3.94	\$ 3.94	\$ 3.94	-	\$ -	\$ -	\$ -	\$ -
18	<b>Additional Recycling Carts - above two</b>									
19	- 96-gallon recycling cart	NA	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -
20	- 60-gallon recycling cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -
21	- 35-gallon recycling cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	4	\$ 9	\$ 9	\$ 9	\$ 9
22	<b>Additional Recycling Carts - above two with Senior Rate Reduction</b>									
23	- 96-gallon recycling cart	NA	\$ 1.99	\$ 1.99	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -
24	- 60-gallon recycling cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -
25	- 35-gallon recycling cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	1	\$ 2	\$ 2	\$ 2	\$ 2
26	<b>Additional Organics Carts - above one</b>									
27	- 96-gallon organics cart	NA	\$ 2.34	\$ 2.34	\$ 2.34	-	\$ -	\$ -	\$ -	\$ -
28	- 60-gallon organics cart	\$ 2.34	\$ 2.34	\$ 2.34	\$ 2.34	115	\$ 269	\$ 269	\$ 269	\$ 269
29	<b>Additional Organics Carts - above one with Senior Rate Reduction</b>									
30	- 96-gallon organics cart	NA	\$ 1.99	\$ 1.99	\$ 1.99	-	\$ -	\$ -	\$ -	\$ -
31	- 60-gallon organics cart	\$ 1.99	\$ 1.99	\$ 1.99	\$ 1.99	5	\$ 10	\$ 10	\$ 10	\$ 10
32	Projected Monthly Residential Rate Revenue						\$ 96,007	\$ 154,494	\$ 143,684	\$ 158,598
33	Months per Year						<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>
34	Projected Annual Residential Cart Service Contractor Revenue						\$ 1,152,084	\$ 1,853,928	\$ 1,724,208	\$ 1,903,176
35	Projected Annual Residential Cart Service Contractor Revenue, Rounded						\$ 1,152,000	\$ 1,854,000	\$ 1,724,000	\$ 1,903,000

(1) Based on cart distribution as of March 2018.

(2) 96-gallon refuse cart rate shall be set \$4.00 per month higher than the proposed 60-gallon rate.

(3) 35-gallon refuse cart rate shall be set \$4.00 per month lower than the proposed 60-gallon rate.

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate				Billing Units
		Current Contract (CY 2019)	Republic	UWS	WRT	
	<b>Carts</b>					
1	<b>Refuse Cart</b>					
2	96-gallon 1x week	NA	\$ 94.57	\$ 40.81	\$ 49.79	-
3	96-gallon 2x week	NA	\$ 170.24	\$ 73.46	\$ 99.61	-
4	96-gallon 3x week	NA	\$ 246.85	\$ 106.51	\$ 149.42	-
5	96-gallon 4x week	NA	\$ 321.57	\$ 138.76	\$ 199.24	-
6	96-gallon 5x week	NA	\$ 397.21	\$ 171.40	\$ 249.02	-
7	96-gallon 6x week	NA	\$ 476.65	\$ 205.68	\$ 298.83	-
8	<b>Recycling Cart</b>					
9	96-gallon 1x week	\$ 19.04	\$ -	\$ 39.98	\$ 24.90	70
10	96-gallon 2x week	\$ 38.09	\$ -	\$ 79.99	\$ 49.81	-
11	96-gallon 3x week	\$ 57.14	\$ -	\$ 119.99	\$ 74.71	-
12	96-gallon 4x week	\$ 76.19	\$ -	\$ 160.00	\$ 99.62	-
13	96-gallon 5x week	\$ 95.23	\$ -	\$ 199.98	\$ 124.51	-
14	96-gallon 6x week	\$ 114.28	\$ -	\$ 239.99	\$ 149.42	-
15	<b>Organics Recycling Cart</b>					
16	60-gallon 1x week	NA	\$ -	\$ 125.00	\$ 42.00	-
17	60-gallon 2x week	NA	\$ -	\$ 250.00	\$ 84.00	48
18	60-gallon 3x week	NA	\$ -	\$ 375.00	\$ 126.00	-
19	60-gallon 4x week	NA	\$ -	\$ 500.00	\$ 168.00	-
20	60-gallon 5x week	NA	\$ -	\$ 625.00	\$ 210.00	-
21	<b>MF Organics Recycling Cart</b>					
22	90-gallon 1x week	NA	\$ -	\$ 150.00	\$ 60.00	4
23	90-gallon 2x week	NA	\$ -	\$ 300.00	\$ 120.00	-
24	90-gallon 3x week	NA	\$ -	\$ 450.00	\$ 180.00	-
25	90-gallon 4x week	NA	\$ -	\$ 600.00	\$ 240.00	3
26	90-gallon 5x week	NA	\$ -	\$ 750.00	\$ 300.00	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate				Billing Units
		Current Contract (CY 2019)	Republic	UWS	WRT	
	<b>Refuse Bins</b>					
27	1 Cubic Yard 1x week	\$ 73.33	\$ 139.08	\$ 116.59	\$ 95.89	27
28	1 Cubic Yard 2x week	\$ 132.00	\$ 250.35	\$ 209.88	\$ 173.45	2
29	1 Cubic Yard 3x week	\$ 191.40	\$ 363.01	\$ 304.33	\$ 250.26	1
30	1 Cubic Yard 4x week	\$ 249.34	\$ 472.90	\$ 396.45	\$ 326.00	-
31	1 Cubic Yard 5x week	\$ 307.99	\$ 584.13	\$ 489.70	\$ 402.69	-
32	1 Cubic Yard 6x week	\$ 369.59	\$ 700.96	\$ 587.65	\$ 483.23	-
33	1.5 Cubic Yard 1x week	\$ 78.14	\$ 148.20	\$ 124.24	\$ 105.17	17
34	1.5 Cubic Yard 2x week	\$ 140.62	\$ 266.70	\$ 223.59	\$ 183.66	2
35	1.5 Cubic Yard 3x week	\$ 203.91	\$ 386.73	\$ 324.22	\$ 266.61	2
36	1.5 Cubic Yard 4x week	\$ 265.60	\$ 503.74	\$ 422.30	\$ 347.27	-
37	1.5 Cubic Yard 5x week	\$ 328.13	\$ 622.33	\$ 521.73	\$ 429.02	-
38	1.5 Cubic Yard 6x week	\$ 393.74	\$ 746.77	\$ 626.05	\$ 514.81	1
39	2 Cubic Yard 1x week	\$ 91.67	\$ 173.86	\$ 145.76	\$ 121.87	95
40	2 Cubic Yard 2x week	\$ 165.00	\$ 312.94	\$ 262.35	\$ 217.73	4
41	2 Cubic Yard 3x week	\$ 239.25	\$ 453.76	\$ 380.41	\$ 312.32	3
42	2 Cubic Yard 4x week	\$ 311.65	\$ 591.07	\$ 495.52	\$ 407.48	1
43	2 Cubic Yard 5x week	\$ 384.98	\$ 730.15	\$ 612.12	\$ 503.35	-
44	2 Cubic Yard 6x week	\$ 462.00	\$ 876.23	\$ 734.58	\$ 604.05	-
45	3 Cubic Yard 1x week	\$ 108.75	\$ 206.25	\$ 172.91	\$ 145.10	166
46	3 Cubic Yard 2x week	\$ 195.75	\$ 371.26	\$ 311.24	\$ 257.74	83
47	3 Cubic Yard 3x week	\$ 283.83	\$ 538.31	\$ 450.99	\$ 369.87	58
48	3 Cubic Yard 4x week	\$ 369.75	\$ 701.27	\$ 587.90	\$ 483.07	6
49	3 Cubic Yard 5x week	\$ 456.73	\$ 866.23	\$ 726.20	\$ 597.17	1
50	3 Cubic Yard 6x week	\$ 548.08	\$ 1,039.49	\$ 871.45	\$ 716.61	6
51	4 Cubic Yard 1x week	\$ 134.99	\$ 256.02	\$ 214.63	\$ 178.49	27
52	4 Cubic Yard 2x week	\$ 243.00	\$ 460.87	\$ 386.37	\$ 319.22	21
53	4 Cubic Yard 3x week	\$ 352.34	\$ 668.25	\$ 560.22	\$ 462.58	22
54	4 Cubic Yard 4x week	\$ 458.99	\$ 870.52	\$ 729.79	\$ 600.12	1
55	4 Cubic Yard 5x week	\$ 566.98	\$ 1,075.33	\$ 901.50	\$ 741.31	1
56	4 Cubic Yard 6x week	\$ 680.37	\$ 1,290.39	\$ 1,081.79	\$ 889.57	5
57	6 Cubic Yard 1x week	\$ 152.49	\$ 289.21	\$ 242.46	\$ 202.02	1
58	6 Cubic Yard 2x week	\$ 274.48	\$ 520.58	\$ 436.45	\$ 358.88	6
59	6 Cubic Yard 3x week	\$ 398.00	\$ 754.85	\$ 632.82	\$ 519.38	-
60	6 Cubic Yard 4x week	\$ 518.49	\$ 983.37	\$ 824.40	\$ 677.90	-
61	6 Cubic Yard 5x week	\$ 640.48	\$ 1,214.73	\$ 1,018.36	\$ 837.41	-
62	6 Cubic Yard 6x week	\$ 768.57	\$ 1,457.67	\$ 1,222.03	\$ 1,004.89	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate				Billing Units
		Current Contract (CY 2019)	Republic	UWS	WRT	
<b>Refuse Compactor Bins</b>						
63	3 Cubic Yard 1x week	\$ 218.73	\$ 414.84	\$ 347.78	\$ 285.86	-
64	3 Cubic Yard 2x week	\$ 393.74	\$ 746.77	\$ 626.05	\$ 517.02	-
65	3 Cubic Yard 3x week	\$ 570.92	\$ 1,082.80	\$ 907.76	\$ 746.47	-
66	3 Cubic Yard 4x week	\$ 573.74	\$ 1,410.57	\$ 1,182.55	\$ 972.43	-
67	3 Cubic Yard 5x week	\$ 918.73	\$ 1,742.46	\$ 1,460.78	\$ 1,201.22	-
68	3 Cubic Yard 6x week	\$ 1,102.50	\$ 2,091.00	\$ 1,752.98	\$ 1,441.50	-
69	4 Cubic Yard 1x week	\$ 249.99	\$ 474.13	\$ 397.48	\$ 326.85	-
70	4 Cubic Yard 2x week	\$ 449.99	\$ 853.45	\$ 715.48	\$ 588.35	-
71	4 Cubic Yard 3x week	\$ 652.49	\$ 1,237.51	\$ 1,037.46	\$ 853.11	-
72	4 Cubic Yard 4x week	\$ 849.97	\$ 1,612.05	\$ 1,351.45	\$ 1,149.36	-
73	4 Cubic Yard 5x week	\$ 1,049.98	\$ 1,991.39	\$ 1,669.47	\$ 1,372.82	-
74	4 Cubic Yard 6x week	\$ 1,259.96	\$ 2,389.63	\$ 2,001.91	\$ 1,647.37	-
<b>Organics Recycling Bins</b>						
75	1 Cubic Yard 1x week	NA	\$ -	\$ 195.00	\$ 110.00	-
76	1 Cubic Yard 2x week	NA	\$ -	\$ 390.00	\$ 220.00	3
77	1 Cubic Yard 3x week	NA	\$ -	\$ 585.00	\$ 330.00	-
78	1 Cubic Yard 4x week	NA	\$ -	\$ 780.00	\$ 440.00	-
79	1 Cubic Yard 5x week	NA	\$ -	\$ 975.00	\$ 550.00	-
80	1.5 Cubic Yard 1x week	NA	\$ -	\$ 245.00	\$ 120.00	-
81	1.5 Cubic Yard 2x week	NA	\$ -	\$ 490.00	\$ 240.00	1
82	1.5 Cubic Yard 3x week	NA	\$ -	\$ 735.00	\$ 360.00	-
83	1.5 Cubic Yard 4x week	NA	\$ -	\$ 980.00	\$ 480.00	-
84	1.5 Cubic Yard 5x week	NA	\$ -	\$ 1,225.00	\$ 600.00	-
85	2 Cubic Yard 1x week	NA	\$ -	\$ 295.00	\$ 140.00	-
86	2 Cubic Yard 2x week	NA	\$ -	\$ 590.00	\$ 280.00	11
87	2 Cubic Yard 3x week	NA	\$ -	\$ 885.00	\$ 420.00	-
88	2 Cubic Yard 4x week	NA	\$ -	\$ 1,180.00	\$ 560.00	-
89	2 Cubic Yard 5x week	NA	\$ -	\$ 1,475.00	\$ 700.00	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate				Billing Units
		Current Contract (CY 2019)	Republic	UWS	WRT	
	<b>Recycling Bins</b>					
90	1 Cubic Yard 1x week	\$ 27.78	\$ -	\$ 58.34	\$ 47.95	6
91	1 Cubic Yard 2x week	\$ 55.55	\$ -	\$ 116.66	\$ 86.73	-
92	1 Cubic Yard 3x week	\$ 83.33	\$ -	\$ 174.99	\$ 125.13	1
93	1 Cubic Yard 4x week	\$ 111.12	\$ -	\$ 233.35	\$ 163.00	-
94	1 Cubic Yard 5x week	\$ 138.88	\$ -	\$ 291.65	\$ 201.35	-
95	1 Cubic Yard 6x week	\$ 166.67	\$ -	\$ 350.01	\$ 241.62	-
96	1.5 Cubic Yard 1x week	\$ 31.25	\$ -	\$ 65.63	\$ 52.59	2
97	1.5 Cubic Yard 2x week	\$ 62.49	\$ -	\$ 131.23	\$ 91.83	-
98	1.5 Cubic Yard 3x week	\$ 93.75	\$ -	\$ 196.88	\$ 133.31	-
99	1.5 Cubic Yard 4x week	\$ 125.00	\$ -	\$ 262.50	\$ 173.64	-
100	1.5 Cubic Yard 5x week	\$ 156.24	\$ -	\$ 328.10	\$ 214.51	-
101	1.5 Cubic Yard 6x week	\$ 187.48	\$ -	\$ 393.71	\$ 257.41	-
102	2 Cubic Yard 1x week	\$ 33.32	\$ -	\$ 69.97	\$ 60.94	13
103	2 Cubic Yard 2x week	\$ 66.66	\$ -	\$ 139.99	\$ 108.87	4
104	2 Cubic Yard 3x week	\$ 100.00	\$ -	\$ 210.00	\$ 156.16	-
105	2 Cubic Yard 4x week	\$ 133.33	\$ -	\$ 279.99	\$ 203.74	-
106	2 Cubic Yard 5x week	\$ 166.67	\$ -	\$ 350.01	\$ 251.68	-
107	2 Cubic Yard 6x week	\$ 199.99	\$ -	\$ 419.98	\$ 302.03	-
108	3 Cubic Yard 1x week	\$ 35.71	\$ -	\$ 74.99	\$ 72.55	19
109	3 Cubic Yard 2x week	\$ 71.45	\$ -	\$ 150.05	\$ 128.87	9
110	3 Cubic Yard 3x week	\$ 107.15	\$ -	\$ 225.02	\$ 184.94	3
111	3 Cubic Yard 4x week	\$ 142.87	\$ -	\$ 300.03	\$ 241.54	-
112	3 Cubic Yard 5x week	\$ 178.55	\$ -	\$ 374.96	\$ 298.59	1
113	3 Cubic Yard 6x week	\$ 214.28	\$ -	\$ 449.99	\$ 358.31	-
114	4 Cubic Yard 1x week	\$ 42.88	\$ -	\$ 90.05	\$ 89.25	2
115	4 Cubic Yard 2x week	\$ 85.70	\$ -	\$ 179.97	\$ 159.61	-
116	4 Cubic Yard 3x week	\$ 128.58	\$ -	\$ 270.02	\$ 231.29	-
117	4 Cubic Yard 4x week	\$ 171.42	\$ -	\$ 359.98	\$ 300.06	1
118	4 Cubic Yard 5x week	\$ 214.28	\$ -	\$ 449.99	\$ 370.66	-
119	4 Cubic Yard 6x week	\$ 257.12	\$ -	\$ 539.95	\$ 444.79	-
120	6 Cubic Yard 1x week	\$ 50.00	\$ -	\$ 105.00	\$ 101.01	1
121	6 Cubic Yard 2x week	\$ 100.00	\$ -	\$ 210.00	\$ 179.44	-
122	6 Cubic Yard 3x week	\$ 149.99	\$ -	\$ 314.98	\$ 259.69	-
123	6 Cubic Yard 4x week	\$ 199.99	\$ -	\$ 419.98	\$ 338.95	-
124	6 Cubic Yard 5x week	\$ 249.99	\$ -	\$ 524.98	\$ 418.71	-
125	6 Cubic Yard 6x week	\$ 300.00	\$ -	\$ 630.00	\$ 502.45	-

**City of Lawndale  
Commercial And Multi-Family Service - Rates  
CY 2020**

Line	Service Category	Monthly Contractor Rate				Billing Units
		Current Contract (CY 2019)	Republic	UWS	WRT	
	<b>Locking Bin Service - Per Bin</b>					
126	1x week	\$ 5.69	\$ 10.79	\$ 15.00	\$ 12.18	48
127	2x week	\$ 11.40	\$ 21.62	\$ 30.00	\$ 24.35	6
128	3x week	\$ 17.10	\$ 32.43	\$ 45.00	\$ 36.53	4
129	4x week	\$ 22.78	\$ 43.20	\$ 60.00	\$ 48.71	-
130	5x week	\$ 28.48	\$ 54.02	\$ 75.00	\$ 60.89	-
131	6x week	\$ 34.19	\$ 64.84	\$ 90.00	\$ 73.06	4
132	<b>Total Commercial Containers</b>					761

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT
<b>Carts</b>					
1	<b>Refuse Cart</b>				
2	96-gallon 1x week	\$ -	\$ -	\$ -	\$ -
3	96-gallon 2x week	\$ -	\$ -	\$ -	\$ -
4	96-gallon 3x week	\$ -	\$ -	\$ -	\$ -
5	96-gallon 4x week	\$ -	\$ -	\$ -	\$ -
6	96-gallon 5x week	\$ -	\$ -	\$ -	\$ -
7	96-gallon 6x week	\$ -	\$ -	\$ -	\$ -
8	<b>Recycling Cart</b>				
9	96-gallon 1x week	\$ 1,332.80	\$ -	\$ 2,798.60	\$ 1,743.00
10	96-gallon 2x week	\$ -	\$ -	\$ -	\$ -
11	96-gallon 3x week	\$ -	\$ -	\$ -	\$ -
12	96-gallon 4x week	\$ -	\$ -	\$ -	\$ -
13	96-gallon 5x week	\$ -	\$ -	\$ -	\$ -
14	96-gallon 6x week	\$ -	\$ -	\$ -	\$ -
15	<b>Organics Recycling Cart</b>				
16	60-gallon 1x week	\$ -	\$ -	\$ -	\$ -
17	60-gallon 2x week	\$ -	\$ -	\$ 12,000.00	\$ 4,032.00
18	60-gallon 3x week	\$ -	\$ -	\$ -	\$ -
19	60-gallon 4x week	\$ -	\$ -	\$ -	\$ -
20	60-gallon 5x week	\$ -	\$ -	\$ -	\$ -
21	<b>MF Organics Recycling Cart</b>				
22	90-gallon 1x week	\$ -	\$ -	\$ 600.00	\$ 240.00
23	90-gallon 2x week	\$ -	\$ -	\$ -	\$ -
24	90-gallon 3x week	\$ -	\$ -	\$ -	\$ -
25	90-gallon 4x week	\$ -	\$ -	\$ 1,800.00	\$ 720.00
26	90-gallon 5x week	\$ -	\$ -	\$ -	\$ -

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT
	<b>Refuse Bins</b>				
27	1 Cubic Yard 1x week	\$ 1,979.91	\$ 3,755.16	\$ 3,147.93	\$ 2,589.03
28	1 Cubic Yard 2x week	\$ 264.00	\$ 500.70	\$ 419.76	\$ 346.90
29	1 Cubic Yard 3x week	\$ 191.40	\$ 363.01	\$ 304.33	\$ 250.26
30	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
31	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
32	1 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
33	1.5 Cubic Yard 1x week	\$ 1,328.38	\$ 2,519.40	\$ 2,112.08	\$ 1,787.89
34	1.5 Cubic Yard 2x week	\$ 281.24	\$ 533.40	\$ 447.18	\$ 367.32
35	1.5 Cubic Yard 3x week	\$ 407.82	\$ 773.46	\$ 648.44	\$ 533.22
36	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
37	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
38	1.5 Cubic Yard 6x week	\$ 393.74	\$ 746.77	\$ 626.05	\$ 514.81
39	2 Cubic Yard 1x week	\$ 8,708.65	\$ 16,516.70	\$ 13,847.20	\$ 11,577.65
40	2 Cubic Yard 2x week	\$ 660.00	\$ 1,251.76	\$ 1,049.40	\$ 870.92
41	2 Cubic Yard 3x week	\$ 717.75	\$ 1,361.28	\$ 1,141.23	\$ 936.96
42	2 Cubic Yard 4x week	\$ 311.65	\$ 591.07	\$ 495.52	\$ 407.48
43	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
44	2 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
45	3 Cubic Yard 1x week	\$ 18,052.50	\$ 34,237.50	\$ 28,703.06	\$ 24,086.60
46	3 Cubic Yard 2x week	\$ 16,247.25	\$ 30,814.58	\$ 25,832.92	\$ 21,392.42
47	3 Cubic Yard 3x week	\$ 16,462.14	\$ 31,221.98	\$ 26,157.42	\$ 21,452.46
48	3 Cubic Yard 4x week	\$ 2,218.50	\$ 4,207.62	\$ 3,527.40	\$ 2,898.42
49	3 Cubic Yard 5x week	\$ 456.73	\$ 866.23	\$ 726.20	\$ 597.17
50	3 Cubic Yard 6x week	\$ 3,288.48	\$ 6,236.94	\$ 5,228.70	\$ 4,299.66
51	4 Cubic Yard 1x week	\$ 3,644.73	\$ 6,912.54	\$ 5,795.01	\$ 4,819.23
52	4 Cubic Yard 2x week	\$ 5,103.00	\$ 9,678.27	\$ 8,113.77	\$ 6,703.62
53	4 Cubic Yard 3x week	\$ 7,751.48	\$ 14,701.50	\$ 12,324.84	\$ 10,176.76
54	4 Cubic Yard 4x week	\$ 458.99	\$ 870.52	\$ 729.79	\$ 600.12
55	4 Cubic Yard 5x week	\$ 566.98	\$ 1,075.33	\$ 901.50	\$ 741.31
56	4 Cubic Yard 6x week	\$ 3,401.85	\$ 6,451.95	\$ 5,408.95	\$ 4,447.85
57	6 Cubic Yard 1x week	\$ 152.49	\$ 289.21	\$ 242.46	\$ 202.02
58	6 Cubic Yard 2x week	\$ 1,646.88	\$ 3,123.48	\$ 2,618.70	\$ 2,153.28
59	6 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
60	6 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
61	6 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
62	6 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT
<b>Refuse Compactor Bins</b>					
63	3 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -
64	3 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
65	3 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
66	3 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
67	3 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
68	3 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
69	4 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -
70	4 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
71	4 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
72	4 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
73	4 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
74	4 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
<b>Organics Recycling Bins</b>					
75	1 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -
76	1 Cubic Yard 2x week	\$ -	\$ -	\$ 1,170.00	\$ 660.00
77	1 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
78	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
79	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
80	1.5 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -
81	1.5 Cubic Yard 2x week	\$ -	\$ -	\$ 490.00	\$ 240.00
82	1.5 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
83	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
84	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
85	2 Cubic Yard 1x week	\$ -	\$ -	\$ -	\$ -
86	2 Cubic Yard 2x week	\$ -	\$ -	\$ 6,490.00	\$ 3,080.00
87	2 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
88	2 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
89	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -

**City of Lawndale**  
**Commercial And Multi-Family Service - Revenue**  
**CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT
	<b>Recycling Bins</b>				
90	1 Cubic Yard 1x week	\$ 166.68	\$ -	\$ 350.04	\$ 287.70
91	1 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
92	1 Cubic Yard 3x week	\$ 83.33	\$ -	\$ 174.99	\$ 125.13
93	1 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
94	1 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
95	1 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
96	1.5 Cubic Yard 1x week	\$ 62.50	\$ -	\$ 131.26	\$ 105.18
97	1.5 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
98	1.5 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
99	1.5 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
100	1.5 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
101	1.5 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
102	2 Cubic Yard 1x week	\$ 433.16	\$ -	\$ 909.61	\$ 792.22
103	2 Cubic Yard 2x week	\$ 266.64	\$ -	\$ 559.96	\$ 435.48
104	2 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
105	2 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
106	2 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
107	2 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
108	3 Cubic Yard 1x week	\$ 678.49	\$ -	\$ 1,424.81	\$ 1,378.45
109	3 Cubic Yard 2x week	\$ 643.05	\$ -	\$ 1,350.45	\$ 1,159.83
110	3 Cubic Yard 3x week	\$ 321.45	\$ -	\$ 675.06	\$ 554.82
111	3 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
112	3 Cubic Yard 5x week	\$ 178.55	\$ -	\$ 374.96	\$ 298.59
113	3 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
114	4 Cubic Yard 1x week	\$ 85.76	\$ -	\$ 180.10	\$ 178.50
115	4 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
116	4 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
117	4 Cubic Yard 4x week	\$ 171.42	\$ -	\$ 359.98	\$ 300.06
118	4 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
119	4 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -
120	6 Cubic Yard 1x week	\$ 50.00	\$ -	\$ 105.00	\$ 101.01
121	6 Cubic Yard 2x week	\$ -	\$ -	\$ -	\$ -
122	6 Cubic Yard 3x week	\$ -	\$ -	\$ -	\$ -
123	6 Cubic Yard 4x week	\$ -	\$ -	\$ -	\$ -
124	6 Cubic Yard 5x week	\$ -	\$ -	\$ -	\$ -
125	6 Cubic Yard 6x week	\$ -	\$ -	\$ -	\$ -

**City of Lawndale  
Commercial And Multi-Family Service - Revenue  
CY 2020**

Line	Service Category	Monthly Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT
	<b>Locking Bin Service - Per Bin</b>				
126	1x week	\$ 273.12	\$ 517.92	\$ 720.00	\$ 584.64
127	2x week	\$ 68.40	\$ 129.72	\$ 180.00	\$ 146.10
128	3x week	\$ 68.40	\$ 129.72	\$ 180.00	\$ 146.12
129	4x week	\$ -	\$ -	\$ -	\$ -
130	5x week	\$ -	\$ -	\$ -	\$ -
131	6x week	\$ 136.76	\$ 259.36	\$ 360.00	\$ 292.24
132	Total Monthly Commercial Revenue	\$ 99,717	\$ 180,637	\$ 183,935	\$ 142,354
133	Months per Year	<u>12</u>	<u>12</u>	<u>12</u>	<u>12</u>
134	Total Annual Commercial Revenue	\$ 1,196,605	\$ 2,167,645	\$ 2,207,216	\$ 1,708,253
135	Total Annual Commercial Revenue, Rounded	\$ 1,197,000	\$ 2,168,000	\$ 2,207,000	\$ 1,708,000

**City of Lawndale**  
**Roll-off Box and Temporary Bin Service - Rates and Revenue**  
**CY 2020**

Line	Service Category	Contractor Rates				Service Count (Pulls in CY 2017)	Contractor Rate Revenue			
		Current Contract (CY 2019)	Republic	UWS	WRT		Current Contract (CY 2019)	Republic	UWS	WRT
1	<b>Roll-Off Box Pulls</b>									
2	Standard Roll-off Box (1)									
3	Regular Refuse - Any Size	\$ 434.08	\$ 518.03	\$ 575.00	\$ 824.50	220	\$ 95,498	\$113,967	\$126,500	\$181,390
4	Regular Recycling - Any Size	\$ 164.87	\$ 494.46	\$ 259.00	\$ 389.50	75	\$ 12,365	\$ 37,085	\$ 19,425	\$ 29,213
5	Lowboy	\$ 434.08	\$ 518.03	\$ 645.00	\$ 824.50	1	\$ 434	\$ 518	\$ 645	\$ 825
6	Compactor Roll-off Box Any Size					NA				
7	(150% of Standard Rate) (2)									
8	Subtotal Roll-off Box Rate Revenue						\$108,297	\$151,570	\$146,570	\$211,428
9	<b>Temporary Bin Rate</b>					<b>Service Count (Empties in CY 2017)</b>				
10	3-yard temp bin - first empty (1)	\$ 136.20	\$ 258.32	\$ 136.20	\$ 152.00	2	\$ 272	\$ 517	\$ 272	\$ 304
11	3-yard temp bin - additional empties (1)	\$ 108.75	\$ 206.25	\$ 108.75	\$ 122.00	3	\$ 326	\$ 619	\$ 326	\$ 366
12	Subtotal Temporary Bin Rate Revenue						\$ 598	\$ 1,136	\$ 598	\$ 670
13	Total Annual Roll-off Box and Temporary Bin Service Contractor Rate Revenue						\$108,895	\$152,706	\$147,168	\$212,098
14	Total Annual Roll-off Box and Temporary Bin Service Contractor Rate Revenue, Rounded						\$109,000	\$153,000	\$147,000	\$212,000

(1) Includes container delivery, rental, and disposal.

(2) Excludes compactor rental.

**City of Lawndale**  
**Other Services Rates and Revenues**

Line	Service Category (From Attachment 3-G)	Contractor Rates and Proposed Costs			
		Current Contract (CY 2019)	Republic	UWS	WRT
<u>Residential Food Waste Program</u>					
1	Proposed Residential Rate Revenue for Basic Service (1)	\$ 1,124,700	\$ 1,826,544	\$ 1,696,824	\$ 1,875,792
2	Proposed Rate increase for Residential Food Waste	-	2%	7%	6%
3	Additional Rate Revenue for Residential Food Waste Program	NA	\$ 36,531	\$ 118,778	\$ 112,548
<u>Optional: Door-to-Door Household Hazardous Waste Program</u>					
4	Incremental Monthly Cost per Residential Customer	NA	\$ -	\$ 2.10	\$ 3.00
5	Months per Year		12	12	12
6	Incremental Annual Cost per Residential Customer		\$ -	\$ 25.20	\$ 36.00
7	Total Residential Basic Service Accounts includes Senior Discount Customers (2)		6,092	6,092	6,092
8	Additional Rate Revenue for Door-to-Door HHW Program		\$ -	\$ 153,518	\$ 219,312

(1) Sum of Residential Service Rate Revenue from Attachment 11-2 lines 2 through 8, multiplied by 12.

(2) Sum of Residential Billing Units from Attachment 11-2 lines 2 through 8.

AGREEMENT  
BETWEEN  
CITY OF LAWNSDALE  
AND  
CONSOLIDATED DISPOSAL SERVICES, LLC,  
DBA REPUBLIC SERVICES  
FOR  
INTEGRATED SOLID WASTE  
MANAGEMENT SERVICES

\* \* \*

**August 5, 2019**

AGREEMENT  
BETWEEN  
CITY OF LAWNSDALE  
AND

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FOR  
INTEGRATED SOLID WASTE  
MANAGEMENT SERVICES

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**Exhibits**

1. Company's Proposal
2. Initial Maximum Rates
3. Example Rate Adjustment Formulas
4. Corporate Guarantee
5. Company's Faithful Performance Bond
6. Notary Certification

## RECITALS

This Franchise Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Lawndale (“City”) and Consolidated Disposal Service, LLC, dba Republic Services (“Company”), for the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act.

### Recitals

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Handling within their jurisdictions to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City of Lawndale has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the Collection, transfer and transportation, Recycling, processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory Commercial Recycling program and that it is the policy goal of the State that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory Commercial organics waste Diversion program; and,

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection, transportation, Recycling, processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the current franchise agreement will expire on December 31, 2019; and,

WHEREAS, in response to a Request for Proposals, the Company has submitted a proposal to the City and the City selected the Company on the competitive advantages of that proposal over other proposals received by the City; and

WHEREAS, City and Company ("Parties") hereto desire to enter said Agreement; and,

WHEREAS, City and Company are mindful of the provisions of the laws governing the safe Collection, transport, Recycling, processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"). City and Company desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Company, not City, who is "arranging for" the Collection from Premises in the City, transport for Disposal, composting or other processing, and Recycling of municipal Solid Waste which may contain Hazardous Material; and further to confirm that as a material inducement to City entering into this Agreement, Company has agreed to fully indemnify City, its officers, employees, director and agents, in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, transportation and/or Disposal of Hazardous Materials that may occur in connection with Company's performance under this Agreement, and

WHEREAS, the successful implementation of Solid Waste Handling in Residential, Commercial and industrial areas in the City will entail the expenditure of large sums of capital by the Company, for which the Company is, subject to the terms of Proposition 218, entitled to be compensated. City intends that this Agreement will contribute to safeguarding public health by providing the most cost-effective, efficient, reliable, and environmentally appropriate Solid Waste services to its citizens, and

WHEREAS, Company has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100 et seq.,

WHEREAS, Company agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste Collected in City and City is not instructing Company how to Collect, process and dispose of Solid Waste.

NOW, THEREFORE, in consideration of the premise above stated and the terms, conditions, covenants and agreements contained herein, the Parties do hereby agree as follows:

# ARTICLE 1

## DEFINITIONS

Whenever any term used in this Agreement has been defined by the provisions of Chapter 8.28 of the Lawndale Municipal Code or by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or the Public Resources Code shall apply unless the term is otherwise defined in this Agreement, in which case this Agreement shall control.

Except as provided in Article 1, words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms used in this Agreement shall have the following respective meanings:

### **1.1 AB 1826**

"AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

### **1.2 AB 341**

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341," as amended, supplemented, superseded, and replaced from time to time.

### **1.3 AB 939**

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended from time to time.

### **1.4 Affiliate**

"Affiliate" means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Company by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Company and included within the term

"Affiliates" as used herein. An Affiliate shall include a business in which Company owns a direct or indirect ownership interest, a business which has a direct or indirect ownership interest in Company and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Company. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 12.5.

## **1.5 Agreement**

"Agreement" means this Franchise Agreement between City and Company for Collection, transportation, Recycling, processing and Disposal of Solid Waste, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

## **1.6 Applicable Law**

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County, City (including Lawndale Municipal Code Chapter 8.28) and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Facility, the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, prevailing wages if applicable, and the Los Angeles County Integrated Waste Management Plan. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

## **1.7 Billings**

"Billings" means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Company, or made by others for City or Company, to Customers in the City.

## **1.8 Bin**

"Bin" means a rigid Container with hinged lids and wheels with a capacity of at least one (1) cubic yard and less than ten (10) cubic yards.

## **1.9 Bulky Items**

"Bulky Items" means Solid Waste that cannot and/or would not typically be accommodated within a Cart including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); Residential wastes (including wood waste, tree branches, scrap wood, debris from building remodeling, rocks, sod and earth); electronic equipment (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as "brown goods" and "E-Waste"); and clothing. Bulky Items do not include car bodies, tires, Construction and Demolition Debris or items requiring more than two Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

## **1.10 CalRecycle**

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

**1.11 Cart**

“Cart” means a polyethylene wheeled Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

**1.12 City**

"City" means City of Lawndale, California, a municipal corporation, and all the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified during the term of this Agreement.

**1.13 Collect/Collection**

"Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste within and from City.

**1.14 Commercial**

"Commercial" refers to services performed at or for Commercial Premises.

**1.15 Commercial Premises**

"Commercial Premises" means Premises upon which business activity is conducted, and any other Premises not defined as Residential Premises per Section 1.49 of this Agreement, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Lawndale Municipal Code) are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, and Motels.

## **1.16 Company**

"Company" means Consolidated Disposal Service, LLC, a Limited Liability Company organized and operating under the laws of the State of Delaware, and its officers, directors, employees, agents, companies and Subcontractors.

## **1.17 Company's Proposal**

"Company's Proposal" means the proposal submitted by Company to City on April 22, 2019 in response to a Request for Proposals dated February 5, 2019. Company's Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Company's Proposal is attached as Exhibit 1 and incorporated into this Agreement by reference, and Company represents and warrants that all representations set forth in such proposal are true and correct.

## **1.18 Company Compensation**

"Company Compensation" means the revenue received by the Company from Billings in return for providing services in accordance with this Agreement and any amendments to this Agreement.

## **1.19 Construction and Demolition Debris**

"Construction and Demolition Debris" or "C&D Material," means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

## **1.20 Containers**

"Containers" means any and all types of Solid Waste receptacles, including Carts, Bins, and Roll-off Boxes.

### **1.21 CPI**

“CPI” means the Consumer Price Index (“CPI”), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average.

### **1.22 Customer**

“Customer” means the Person having the care and control of any Premises in the City receiving Solid Waste Handling Service from the Company pursuant to the terms of this Agreement.

### **1.23 Disposal**

"Disposal" means the ultimate disposition of Solid Waste Collected by Company at a landfill or otherwise in full regulatory compliance.

### **1.24 Disposal Site(s)**

"Disposal Site(s)" means the Solid Waste handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Company.

### **1.25 Divert/Diversion**

“Divert” or “Diversion” means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification or biological conversion) through source reduction, Recycling and composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

### **1.26 Electronic Waste or E-Waste**

“Electronic Waste” or “E-Waste” means electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other items with electric plugs that are banned from landfilling, and other similar items commonly known as “brown goods.”

### **1.27 Environmental Law**

"Environmental Law" means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and Disposal.

### **1.28 Facility**

"Facility" means any plant or site, owned or leased and maintained, operated or used by Company for purposes of performing under this Agreement.

### **1.29 Food Waste**

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste. Food Waste is a subset of Organic Materials and excludes Hazardous Materials.

### **1.30 Franchise**

"Franchise" means the special right granted by City to operate a public utility for Solid Waste services within the City.

### **1.31 Franchise Fee**

"Franchise Fee" means the fee paid by Company to City for the right to hold the Franchise for Solid Waste services granted by this Agreement.

### 1.32 Hazardous Material

“Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Captor 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901; (xiii) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.: or (xiv) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, State or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect.

**1.33 Household Hazardous Waste (“HHW”)**

"Household Hazardous Waste" or “HHW” means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

**1.34 Mixed Waste Processing**

“Mixed Waste Processing” means the separation and sorting of recyclables and other recoverable materials from Refuse at a MRF where commingled loads of Solid Waste are processed.

**1.35 Materials Recovery Facility (“MRF”)**

"Materials Recovery Facility" means a permitted Solid Waste Facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, processing or composting.

**1.36 Multi-Family Dwelling Unit**

"Multi-Family Dwelling Unit" means any Residential Premises greater than four (4) dwelling units (not including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent. Multi-Family Dwelling Units generally receive Refuse Collection service through the use of shared Bins, but may use Carts. Service is not dependent upon unit count unless specifically stated.

**1.37 Net Receipts**

“Net Receipts” means any and all revenue received from Billings by Company, and compensation in any form, including late fees from Customers, of Company or subsidiaries, parent companies or other Affiliates of Company, for Solid Waste services provided pursuant to this Agreement, in accordance with Generally Accepted Accounting Principles, including, but not limited to, monthly Customer fees for Collection of Solid Waste, after subtracting Franchise Fees and AB 939 Fees due under Sections 3.2 and 3.3. The foregoing notwithstanding, income realized by the Company from the sale of discarded Recyclable Materials Collected by the Company pursuant to this Agreement shall be excluded from the calculation of "Net Receipts."

**1.38 Organic Materials**

"Organic Materials" means Food Waste and Yard Waste, and other organic material as defined by CalRecycle, collectively or individually.

**1.39 Organic Materials Processing Facility**

"Organic Materials Processing Facility" means a permitted Facility where Organic Material is sorted mulched, or separated for the purposes of Recycling, reuse or composting.

**1.40 Owner**

"Owner" means the Person holding the legal title to the real property constituting the Premises to which Solid Waste Collection service is to be provided under this Agreement or the Person holding legal title to the Disposal Site.

**1.41 Person**

"Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Los Angeles, towns, cities, and special purpose districts.

**1.42 Premises**

"Premises" means any land, or building in City where Solid Waste is generated or accumulated.

**1.43 Proposition 218**

"Proposition 218" means Articles XIII C and XIII D of the California Constitution and any implementing legislation promulgated thereunder, as amended, supplemented, superseded, and replaced from time to time.

**1.44 Rate Year**

"Rate Year" means the period January 1 to December 31, for each year during the Term of this Agreement.

#### **1.45 Recycling**

"Recycling" means the process of separating for Collection, Collecting, treating and/or reconstituting Recyclable Materials which would otherwise be discarded without receiving compensation and returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

#### **1.46 Recyclable Materials**

"Recyclable Materials" means Solid Waste that is Source Separated or recovered through Mixed Waste Processing, has some potential economic value, and is set aside, handled, packaged, or offered for Collection in a manner different from Refuse in order to allow it to be processed for Recycling.

#### **1.47 Refuse**

"Refuse" means Solid Waste or debris, except sewage, Construction and Demolition Debris, Recyclables, and/or Organic Materials placed in source-separated Containers for Collection.

#### **1.48 Residential**

"Residential" refers to services performed at and for Residential Premises, which include both Single-Family and Multi-Family Dwelling Units.

#### **1.49 Residential Premises**

"Residential Premises" means Premises upon which dwelling units exist, including, without limitation, Single Family and Multi-Family Dwelling Units, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Notwithstanding any provision to the contrary herein, in the Lawndale Municipal Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses are occurring shall not be deemed to be Residential Premises, and rather shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Group Residential Facilities, Group Care Facilities, Hotels, Motels, and any other businesses not specifically listed at which residency is transient in nature and hence should be classified as Commercial

Premises as determined by City on a case by case bases.

**1.50 Roll-off Box**

“Roll-off Box” means Solid Waste Collection Containers of 10-yards or larger.

**1.51 SB 1383**

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), as amended, supplemented, superseded, and replaced from time to time.

**1.52 Sharps**

“Sharps” means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

**1.53 Single Family Dwelling Unit**

"Single Family Dwelling Unit" means each Premises used for or designated as a Single Family Residential dwelling, including each unit of a condominium project, duplex, triplex, townhouse, apartment building, or mobile home park in which each premises receives individual Solid Waste Collection service using Carts and consists of four (4) dwelling units or less per legal parcel.

**1.54 Solid Waste**

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, and all Solid Waste generated at construction and demolition sites, and at treatment works for water and waste water, which are Collected and transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of “Nonhazardous Solid Waste” set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclable Material, in either of the following instances: (a) the material is

mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclable Materials, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons in exchange for Collection, removal, transportation, storage, processing, handling, consulting, Container rental or Disposal services ("fee for service" Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or Affiliate of the provider of such service.

#### **1.55 Solid Waste Handling Services**

"Solid Waste Handling Services" means the Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste.

#### **1.56 Source Separation**

"Source Separation" means the segregation into separate Containers by the Waste Generator of individual components of material which otherwise would become Refuse (such as glass bottles, metal cans, newspapers, plastic containers, etc.) into separate Container(s) for the sole purpose of Recycling of such materials.

#### **1.57 State**

"State" means the State of California.

#### **1.58 Transformation**

"Transformation" means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. "Transformation" does not include composting.

#### **1.59 Transfer Station**

"Transfer Station" means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for transport to landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to landfills and Recyclable Materials, including Organic Materials and/or Construction and Demolition Debris, to processors, brokers or end-users.

### **1.60 Universal Waste**

“Universal Waste” means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode ray tube materials as described in 22 CCR § 66273.6.

### **1.61 Waste Generator**

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

### **1.62 Yard Waste**

“Yard Waste” means leaves, grass clippings, brush, branches, and other forms of Organic Materials generated from landscapes or gardens, which have been Source Separated from other Solid Waste. Yard Waste is a subset of Organic Materials and excludes Hazardous Materials.”

## ARTICLE 2

### GRANT AND ACCEPTANCE OF FRANCHISE

#### 2.1 Grant and Acceptance of Franchise, Indemnity of Award

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.10 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Company, City hereby grants to Company and Company hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at all Residential and Commercial Premises within the boundaries of the City (the "Franchise").

Company agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. Company shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement. The City shall promptly notify Company of any such claim, action, or proceeding. The City and Company shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Company's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel.

Company hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

#### 2.2 Exclusive Nature of Franchise

During the term of this Agreement, except as otherwise provided in Section 2.10 below, or as may otherwise be provided by federal or State law, the rights granted to the Company under this Agreement shall be exclusive to the Company. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Company.

To the extent permitted under State or federal law, the City shall protect the Company's exclusive rights by proper ordinances, and by reasonable enforcement of those ordinances. Should the City be required to take administrative, law enforcement, or other legal action against any Person that infringes on the Company's exclusive rights, the Company shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. Nothing herein shall preclude Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

### **2.3 Confiscation of Unauthorized Haulers' Containers**

Company shall act on behalf of the City, per Section 8.28.071 of the Municipal Code as it is currently written or may be amended during the Term, in the confiscation, storing and returning of unauthorized Solid Waste Containers placed in the City.

Compensation for this service shall be limited to the Collection of fees permitted to be charged to Owners of confiscated unauthorized Containers per Section 8.28.071 of the Municipal Code. Company shall receive no compensation for this service from City or ratepayers.

### **2.4 Effective Date**

The effective date of this Agreement shall be the date which the City Council approves this Agreement.

This Agreement shall become effective at the Effective Date. However, the provision of Solid Waste Collection, imposition of customer rates, payment of City Fees, and actual Collection services by Company, shall commence on January 1, 2020, start of the term of Agreement as described in Section 2.5. Company understands and agrees that the interim time between the Effective Date and the start of the term of the Agreement is intended to provide Company with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, begin the public awareness campaign as part of Company's transition program as specified in this Agreement, and undertake a Proposition 218 hearing process for purposes of adopting the initial Maximum Rates at Exhibit 2.

## **2.5 Term of Agreement**

The term of this Agreement shall be seven (7) years, commencing at midnight January 1, 2020, and expiring at 11:59 P.M. December 31, 2026, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Company to perform any material term, covenant, obligation or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

## **2.6 Option to Extend Term**

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to the Company prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Company a 60-day written notice of expiration.

## **2.7 Representations and Warranties of Company**

Company hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the Effective Date:

- a) Company is wholly owned by Republic Services, Inc. ("Republic Services"), a corporation duly organized and validly existing as a corporation under the laws of the State of Delaware.
- b) Neither the execution of this Agreement nor the delivery by Company of services nor the performance by Company of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Company) or instrument to which Company is a party or by which Company or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Company.

- c) There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Company's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Company or Republic Services [parent/guaranteeing company] which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Company or Republic Services [parent/guaranteeing company] in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Company to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Company or Republic Services [parent/guaranteeing company]. [This provision may be waived by the City.]
- d) Company has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Company of this Agreement and the transactions contemplated hereby.
- e) Company has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.
- f) The information supplied by Company in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Company throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the Effective Date of this Agreement. Note that inaccuracies in Company's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, is grounds for termination of this Agreement.
- g) Company's representative, designated in Section 5.2.4, shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Company unless the actions taken are not within the scope of this Agreement.

## **2.8 Conditions to Effectiveness of Agreement**

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

- a) Accuracy of Representations. Representations and warranties made by Company throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.
- b) Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Company or the execution of this Agreement or seeking to restrain or enjoin its performance.
- c) Furnishing of Insurance and Bonds. Company has furnished evidence of the insurance and bonds required by Article 9.
- d) Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law prior to the Effective Date.
- e) Company shall have paid the Administrative Fee to City, as provided in Section 3.1.

## **2.9 Delegation of Authority**

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the City Manager, or his or her designee.

## **2.10 Limitations to Scope**

Notwithstanding any provision to the contrary contained herein, the exclusive Franchise, right and privilege to provide Solid Waste Handling Services at Premises within City granted to Company by this Agreement specifically excludes the following services, which services may be provided by Persons other than Company and which may be the subject of other permits, licenses, franchises or agreements issued or entered by City:

- a) The sale or donation of source-separated Recyclable Material and/or Organic Material by the Waste Generator to any Person or entity other than Company; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, transportation, transfer, or processing of Recyclable Material and/or Organic Material, the fact that the Generator receives a reduction or discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation;
- b) Solid Waste, including Recyclable Materials and/or Organic Materials, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by his or her full-time employees, but not a subcontractor) to a Solid Waste Facility in a manner consistent with all Applicable Laws and regulations;
- c) Yard Waste removed from a Premises by a gardening, landscaping, or tree trimming company, utilizing its own equipment, as an incidental part of a total service offered by that company rather than as a hauling service;
- d) The Collection, transfer, transport, Recycling, processing, and Disposal of animal remains from slaughterhouse or butcher shops for use as tallow;
- e) The Collection, transfer, transport, Recycling, processing, and Disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- f) The Collection, transfer, transport, Recycling, processing, and Disposal of Hazardous Material, Household Hazardous Waste and radioactive waste regardless of its source;
- g) Construction and Demolition Debris which is removed by a duly-licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment;
- h) Construction and Demolition Debris which is removed using a Roll-off Box;
- i) The Collection, transfer, transport, Recycling, processing and Disposal of automobiles and automobile parts by vehicle dismantlers or owners of vehicle

- salvage yards;
- j) The Collection, transfer and transport of clean dirt;
  - k) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq. California Public Resources Code;
  - l) The Collection, transfer, transport, Recycling, processing, and Disposal of Solid Waste by City through City officers or employees in the normal course of their City employment;
  - m) Solid Waste Handling Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste; and,
  - n) Food Waste or other Organic Materials Diverted from Disposal by delivery to hog farms or otherwise used as animal feed; and,
  - o) Edible food recovered for human consumption.

Company acknowledges and agrees that City may permit other Persons besides Company to Collect any or all types of the Solid Waste listed in this Section 2.10 as exempt from Company's Franchise, including Recyclable Materials, without seeking or obtaining approval of Company under this Agreement.

This grant to Company of an exclusive Franchise, right and privilege to Collect, transport, or process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste Handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Company agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Company to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be

the responsibility of Company to minimize the financial impact to other services being provided as much as possible.

## **2.11 City's Right to Direct Changes**

### **2.11.1 General**

City may direct Company to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Waste Generators are included among the kinds of changes which City may direct. Company acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Company agrees to propose services to meet such Diversion requirements. Company shall be entitled to an adjustment in its Company Compensation for providing such additional or modified services, if Company demonstrates that its cost of service would increase. Any adjustment will be subject to meeting the provisions of Proposition 218. City may utilize cost components included in the Company's Proposal in calculating equitable rate adjustments. If City and Company cannot agree on compensation for new or additional services, then City may contract with other parties for such services, which shall be considered exempt from the exclusivity provisions of Section 2.2. If Company cannot receive agreed to compensation due to Proposition 218 restrictions, Company will not be required to implement additional services.

### **2.11.2 New Diversion Programs**

Company shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.

- Type(s) of material to be Collected
- Provision for program publicity/education/marketing.
- Three-year projection of the financial results of the program's operations in a balance sheet and operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.

### **2.11.3 City's Right to Acquire Services**

Company acknowledges and agrees that City may permit other Persons besides Company to provide additional Solid Waste services not otherwise contemplated under this Agreement. If pursuant to Section 2.11.2, Company and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Company to perform such services, or compensation cannot be provided due to Proposition 218 restrictions, Company acknowledges and agrees that City may permit Persons other than Company to provide such services.

### **2.12 Ownership of Solid Waste**

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Company by operation of this Agreement. Subject to Company's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Company to process and dispose of Solid Waste at a particular licensed Solid Waste Facility or to dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Company, Company is hereby granted the right to retain, Recycle, process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Company; this does not impact Company's right to retain Recyclable Materials revenue under Section 4.2.4. Subject to the provisions of this Agreement, Company shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Organic Materials, and Recyclable Materials which it Collects. Solid Waste, Organic Materials, and Recyclable Materials, or any part thereof, which is disposed of at a Disposal Site or sites (whether landfill, Transformation Facility, Transfer Station, Organic Materials Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by

Company. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Company.

City has the option to provide written direction to the Company specifying a Facility for handling, processing, and Disposal of Solid Waste, Recyclable Materials or Organic Materials. If City directs Company to a Facility other than a Facility listed in this Agreement, or otherwise requested by Company, and in doing so it adversely affects the ability of the Company to meet either or both of the requirements of Section 9.3 and Section 4.2.6, then in this event the City and Company shall meet and confer and mutually agree on revised obligations for Sections 9.3 and 4.2.6. The foregoing notwithstanding, in the event City directs Company to a Facility other than a Facility listed in this Agreement or otherwise requested by Company, then Company shall be entitled to a rate adjustment based upon any increase or decrease in costs associated with handling, processing, Disposal and transportation, subject to Proposition 218.

### **2.13 Company Status**

Company represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

### **2.14 Company Authorization**

Company represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Company (or the shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Company have authority to do so. Company shall authorize one employee for the City as a single point of contact for issues arising under this Agreement. City may accept that this employee's actions are taken on behalf of and with the full approval of the Company.

### **2.15 Annexations**

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Company within that annexed

territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Company to fulfill any requirement necessary for Company to serve the annexed area consistent with this paragraph.

## **2.16 Mandatory Service**

At all times during the term of this Agreement, the City shall require the Owner of each occupied Premises where Solid Waste is produced to subscribe to the Collection service provided for in this Agreement and in Chapter 8.28 of the Lawndale Municipal Code.

In accordance with the City of Lawndale Municipal Code Section 8.28.020.D., Residential Premises which have been unoccupied by any human habitation and upon which no Solid Waste has been produced or accumulated for six (6) consecutive months may be exempted from service by the City. The granting of an exemption shall be conditioned upon completion of an application for exemption and its written approval by the City. Exemptions shall expire each December 31. An exemption may be renewed, provided that during six (6) consecutive months prior to application for renewal the Premises has been unoccupied by any human habitation and no Solid Waste has been produced or accumulated.

## **2.17 Permits and Licenses**

Company shall acquire and maintain all necessary permits and licenses for the Collecting, transporting, processing, and storing of Solid Waste, Recyclable Materials and Organic Materials, disposing of Solid Waste, and the Recycling of Recyclable Materials as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 11.3. Company must follow requirements of the Lawndale Municipal Code, including, but not limited to, obtaining a City of Lawndale business license.

## ARTICLE 3

### FRANCHISE FEE, ADMINISTRATIVE FEE & RECYCLING SURCHARGE

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Handling Services as specified herein, Company shall provide the following:

#### 3.1 Administrative Fee

##### 3.1.1 Administrative Fee

Company shall pay to City an Administrative Fee in a one-time lump sum payment of one-hundred, and forty-seven thousand dollars (\$147,000) within seven days of execution of this Agreement to reimburse the City for its staff time and out-of-pocket costs of awarding the Franchise.

#### 3.2 Franchise Fee

##### 3.2.1 Amount

In consideration of the exclusive Franchise provided in Section 2.1 of this Agreement, Company shall pay to City five-percent (5%) (or another amount as provided in Section 3.2.3) of the Net Receipts derived by Company from services provided in City. Concurrent with each Franchise Fee payment, Company shall provide an accounting worksheet showing the amount, if any, of delinquent Customer accounts.

##### 3.2.2 Time and Method of Franchise Fee Payment

On or before the twentieth (20th) day following the end of each calendar quarter, beginning with the quarter ending March 31, 2020, during the Term of this Agreement, Company shall remit to City a sum of money equal to the percent, as provided in Section 3.2.1, of the Net Receipts collected by Company for Franchise services provided within City, during the preceding calendar quarter, as a Franchise Fee. If the Franchise Fee is not paid on or before the twentieth (20th) day following the end of the calendar quarter, Company shall pay to City a penalty in an amount equal to two percent (2%) of the amount owing for that quarter. Company shall pay an additional two percent (2%), on any unpaid balance for each following thirty (30) day period the Franchise Fee

remains unpaid. Late payment penalties shall not be included in any revenue requirement.

Each quarterly remittance to City shall be accompanied by a statement detailing Net Receipts for the period covered from all operations conducted or permitted, pursuant to this Agreement. In addition, Company shall maintain copies of all Billing and Collection records for five (5) years, following the date of Billing, for inspection and verification by City at any reasonable time upon request.

### **3.2.3 Adjustment to Franchise Fee**

City may adjust the amount of the Franchise Fee annually, with Franchise Fee increases permitted only to the extent such an increase can be included in the approved rates. Subject to meeting the provisions of Proposition 218, such adjustment shall be reflected in the rates that Company is allowed to charge and collect from Customers in accordance with Article 6.

## **3.3 AB 939 Fee**

### **3.3.1 Amount**

- a. The City has incurred expenses for preparing and adopting the Source Reduction and Recycling and Household Hazardous Waste Elements (SRRE and HHWE, respectively) required by AB 939. City has, and will continue, to incur expenses for implementing the programs in the SRRE and HHWE. Therefore, Company shall remit to the City forty-two thousand five-hundred dollars (\$42,500) per calendar quarter as an AB 939 Fee for Solid Waste Handling Services performed in the City. Company will collect these fees from Customers on the regular Billings and remit collected amounts to City on a quarterly basis, as provided below. Company may be required to separately identify the Fee and other specific costs on bills as determined and directed by City.

### **3.3.2 Time and Method of Payment**

Except as expressly provided below, during the term of this Agreement and any extension thereof, Company shall remit AB 939 Fees per calendar quarter to City in the same fashion and subject to the same terms and conditions as the Franchise Fee. Company shall continue to pay the same amount each quarter until the AB 939 Fee is changed by City resolution.

### 3.3.3 Annual Adjustment to AB 939 Fee

The amount of the AB 939 Fee shall be adjusted automatically at the beginning of each Rate Year (January 1) by a percentage equal to the annual percentage increase, if any, in the CPI as calculated in Section 6.4.2. For example, for the first adjustment effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. If there is no increase in the CPI or if the CPI decreases, the AB 939 Fee shall remain unchanged from the previous Rate Year. In addition to any annual adjustments, the City Council, in its sole and absolute discretion, may adjust the AB 939 Fee from time to time by resolution in accordance with Applicable Law, provided that any increase or decrease in Company's operating costs attributable to City's adjustment of AB 939 Fee may be considered for any Extraordinary Adjustment to the maximum charges and rates charged by Company under this Agreement.

### 3.4 Other Fees

City shall reserve the right to set other fees, as it deems necessary, with fee increases permitted only to the extent that such an increase can be properly processed and administered in compliance with the provisions of Proposition 218.

### 3.5 Calculation of Franchise Fees and AB 939 Fees

Company shall use the calculations described below for remittance of the Franchise Fees and AB 939 Fees as described in Sections 3.2 and 3.3. The amount of the AB 939 Fee will be adjusted annually as described in Section 3.3.3, and the Franchise Fee may be adjusted based on Section 3.2.3.

#### Quarterly Franchise Fee and AB 939 Calculation Example

Line	Category	JAN	FEB	MARCH	Total
1	Total Gross Receipts Including AB 939 and Franchise Fees	\$ 240,000.00	\$ 220,000.00	\$ 210,000.00	\$ 670,000.00
2	Quarterly AB 939 Fee				\$ 42,500.00
3	Total Receipts Less AB 939 Fees (line 1 - line 2)				\$ 627,500.00
4	Net Receipts for Franchise Fee Calculation (line 3 ÷ 1.05)				\$ 597,619.05
5	Franchise Fee Percentage				5%
6	Franchise Fee (line 4 × line 5)				\$ 29,880.95
7	<b>Total Fees Due (line 2 + line 6)</b>				<b>\$ 72,380.95</b>

## ARTICLE 4

### DIRECT SERVICES

#### 4.1 Refuse

##### 4.1.1 General

The work to be done by Company pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Company of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not.

The work to be done by Company pursuant to this Agreement shall be accomplished in a thorough and professional manner so that the residents within City are provided reliable, courteous and high-quality Solid Waste Collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Company of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

##### 4.1.2 Residential Cart Refuse Collection

Company shall provide all Customers at Single Family and Multi-Family Dwellings without Bin Service with one Cart ("Refuse Cart(s)"). Customers may select a 35, 60, or 90-gallon Cart. The 60-gallon Cart shall be the default in the event that a size is not selected. See Section 4.5.4.1 for Cart selection procedures. Collection frequency shall be not less than once per week from Company-provided Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in the alley. If there is a dispute between a Customer and Company as to whether Cart or Bin service shall be provided, or the proper location for Cart placement, City will make the final determination.

Customer rate is dependent upon Refuse Cart size selected in accordance with the approved rate schedule included as Exhibit 2.

Cart Customers that regularly require more than one Refuse Cart may request

additional Carts for an additional charge per Cart per month in accordance with the approved rate schedule.

Multi-Family Dwelling Unit Customers receiving Refuse Cart services are entitled to the same services as Single Family Cart Customers and will pay the same rates.

#### **4.1.3 Service for Disabled Customers**

Company shall provide disabled Cart Customers with backyard service at no additional charge. Company will remove Refuse, Recyclable Materials and Organic Materials Carts and Yard Waste bundles from Customer's outdoor storage area, place them out for Collection, and return Containers to Customer's outdoor storage area (which shall not be a public right-of-way or street) after Collection, ensuring that all doors or gates are closed securely. Company shall not enter garages.

Authorization for residents to participate in this optional program shall come from the City in writing and information on this option shall be provided by the Company upon request. Company will notify all residents annually, beginning within thirty (30) days of effectiveness of this Agreement, of this Collection option and submit, for approval, a draft notification to City prior to distribution to Customers. New Customers shall be notified of this option upon requesting service.

#### **4.1.4 Refuse Cart Overage**

Residential Cart Customers may periodically generate more Refuse than will fit in the Refuse Cart(s). Residential Customers are therefore entitled to two annual pickups per calendar year of material that does not fit in the Refuse Cart(s) at no additional cost. One pickup shall consist of up to the equivalent of three (3) large bags (30- to 40-gallon), boxes or barrels of Refuse. Residential Customers may be charged per pickup in accordance with the approved rate schedule for overage pickups above two (2) per year. Overage pickups, in addition to the two free pickups, will be provided at no additional charge for two weeks beginning December 26. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Items which are Collected in accordance with Section 4.1.14. Commercial Cart Customers may request Cart overage Collections in accordance with the approved rate, but are not entitled to free overage Collections.

Company will notify all residents annually, beginning within thirty (30) days of

effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon initiation of new Collection services.

#### **4.1.5 Bin Refuse Collection**

Company shall provide Bin Service to Single Family Customers that request this service, Multi-Family Customers not receiving Cart service, and Commercial Customers. Company shall Collect and remove all Refuse that is placed in Bins from the property of Customers receiving Bin Service, at least once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded. Repeated, reasonable public complaints about unreasonable interference with traffic flows may constitute a default or violation of this Agreement. Customers may lease from Company or third parties compaction equipment that may be attached to Bins. The provision of compaction equipment is outside the scope of the Agreement. Collection of Bins using these devices remains within the scope of this Agreement unless otherwise excluded per Section 2.10.

#### **4.1.6 Commercial Premises Cart Service**

As an alternative to the requirements of Section 4.1.5, Company shall offer Collection in Refuse Carts to Customers at Commercial Premises that do not have space for, or do not generate enough waste to require the use of Bins for Collection at rates shown in Exhibit 2. If Company and Customer have a disagreement as to whether a Refuse Cart is appropriate, or if City determines the Collection in a Refuse Cart causes health and safety or other concerns, City shall make the final determination as to whether Collection in a Refuse Cart may occur.

#### **4.1.7 Overflowing Containers**

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident in Three Month Period – If more material is placed for Collection than fits in a Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4), Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer (at both the service and Billing

addresses) the picture and a letter instructing that the next instance of an overflowing Container may result in a charge, and possibly in an increase in the level of service.

Second Incident in Three Month Period - Upon the second event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City send to the Customer the picture and a letter instructing that a third incident in that same three month period may result in an increase in the level of service. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

Third Incident in Three Month Period - Upon the third event of an overfilled Bin or Cart (unless Collection of the overage has been properly arranged under Section 4.1.4) in a three-month period, Company shall photograph the overflowing Container, Collect the Solid Waste, and request the City to send to the Customer the picture and a letter notifying Customer of an increase in its service level. If the Bin overflowed sufficiently to require the driver to leave the Collection vehicle to clean around the Bin, Company may charge the Bin Overage Cleanup fee in the approved rate schedule. If Refuse was left beside the Cart for Collection other than as permitted under Section 4.1.4, Company may charge the Cart Overage Fee in the approved Rate Schedule.

In the event that this Section gives rise to a dispute between Company and a Customer, City shall settle the dispute in accordance with Section 5.2.3.

#### **4.1.8 Roll-off Box Service**

Company shall provide exclusive (as limited by Section 2.10) permanent and temporary Roll-off Box Collection service upon request. Company must deliver a temporary Roll-off Box to a Customer within one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request. Company may not charge for any services not listed in the rate schedule without prior approval of the City.

Company will provide standard 10, 30 and 40-cubic-yard standard Roll-off Boxes. The provision of compactor Roll-off Boxes, which are enclosed Containers attached to a compaction devise, is not included in this Agreement. Providing service to such

compactor Roll-off Boxes is included.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Roll-off Box in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Roll-off Box shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

#### **4.1.9 Temporary Bin Service**

Company shall provide exclusive (as limited by Section 2.10) temporary Bin Service to Customers upon request. Company must deliver a temporary Bin to a Customer by the following business day (excluding Saturday, Sunday or holidays listed in Section 4.5.1), if requested by 12:00 noon; otherwise delivery shall be no later than the second day. Rates for temporary Bin Service are listed separately in the approved rate schedule.

Company is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Bin in the public right-of-way. If the Customer has not obtained an encroachment permit, the Company shall inform the Customer that the Bin shall not be delivered until the Customer provides Company with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

#### **4.1.10 Scout Vehicles**

Scout vehicles are defined as vehicles that transport a Solid Waste Container to and from the point of Collection by a Collection vehicle. There shall be no additional charge to provide scout service.

If Company must place a Bin in the public right-of-way to facilitate Collection, Company shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a shoot for Solid Waste Collection, the Bin must be serviced and returned immediately.

Any changes to the Customer scout service list shall be approved by City prior to Company adding or removing this service for any Customer.

#### **4.1.11 Bin Pushout Service**

There shall be no additional charge if the driver is required to move a Container from Customer's storage location to where the Bin must be positioned for Collection.

If Company must place a Bin in the public right-of-way to facilitate Collection, Company shall not permit the Bin to remain in the public right-of-way over one hour. If the Bin is stored under a shoot for Solid Waste Collection, the Bin must be serviced and returned immediately.

#### **4.1.12 Locking Bins**

Company shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved Rate Schedule.

#### **4.1.13 Return Trip Fee**

Company may charge a fee, per the approved rate schedule, in the event that Company arrives on time for a scheduled Collection of Carts, Bins or Roll-off Boxes, and is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer's control, and Company must return a second time for Collection. Charge may be assessed for the trip, not per Container, in the event of a Customer with multiple Containers. If Company attempts to contact Customer to confirm that the Container is accessible, but Customer is non-responsive, Company need not return that day and, therefore, may not charge the return trip fee.

#### **4.1.14 On-Call Bulky Item Pickup**

Company shall provide Bulky Item pickup service to all Single Family and Multi-Family Customers. Each Residential Cart Customer, and Single Family Customers with Bin service, shall be entitled to six Bulky Item pickups per calendar year at no additional charge. Multi-Family Customers are entitled to the equivalent of one Bulky Item pickup per calendar year for each dwelling unit in the building, at no additional charge; either Owner, manager or individual Dwelling Units may request service. Multi-Family Customer Bulky Item pickups are a total count for the entire Multi Family complex; Multi-Family complexes may allocate the Bulky Item pickups as needed among individual tenants.

Customers may put out up to six (6) Bulky Items at each pickup, or 10 bags of Yard Waste. Company may instruct Customers to provide Company with a minimum of one business day's (excluding Saturday, Sunday and holidays listed in Section 4.5.1) notice for the items which shall be Collected on the Customer's regular Collection day. Company shall Collect all Bulky Items as defined in Section 1.9 including items referred to as Electronic Waste or "E-Waste" as defined in Section 1.26. The following provisions shall apply to this program:

- No single item that cannot be handled by two workers will be accepted.
- The following items will not be picked up: Hazardous Materials, including waste oil or anti-freeze. For the purposes of this section, Universal Wastes such as fluorescent bulbs, household batteries, and televisions, monitors and other items referred to as "E-Waste" are not considered hazardous and will be Collected by and disposed of in accordance with this section as well as Sections 4.1.15 and 4.1.16 by Company.

Residential Customers that exceed the number of free pickups and Commercial Customers may receive Bulky Item Collection under the same terms for a fee, in accordance with the approved rate schedule in Exhibit 2.

Company will notify all Residential Customers annually, beginning within thirty (30) days of effectiveness of this Agreement, of this service. New Customers shall be notified of this service upon request of Collection services.

Company to develop a warning notice separate and distinct in color from the notices described in Section 4.2.3, to inform Customers who set out Bulky Items without contacting Company one calendar day prior to setting out items, and that exceed the number of items per pickup, or the number of pickups per year, that they may incur a charge in accordance with the approved rate schedule.

#### **4.1.15 Bulky Item Diversion**

Bulky Items Collected by Company in accordance with Section 4.1.14, or otherwise Collected under this Agreement, may not be landfilled or disposed of until the following hierarchy of Diversion efforts has been followed by Company:

- 1) Reuse as is
- 2) Disassemble for reuse or Recycling

- 3) Recycle or market and sell Recyclable Materials for Recycling
- 4) Disposal

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

Company shall ensure that Bulky Items containing Freon, such as refrigerators, freezers and dehumidifiers, are safely dismantled, and hazardous/toxic materials are Disposed of in accordance with all current and future regulations.

#### **4.1.16 Disposal of Electronic and Other Special Wastes**

Company shall Divert waste requiring special handling, such as Electronic Waste, or “E-Waste,” Collected in accordance with Sections 4.1.14 and 4.1.15, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by landfilling.

Company may encourage Customers through public education materials to bring small items requiring special handling, such as fluorescent bulbs or batteries, to a local HHW drop-off center, but will properly process such material received through the provision of services under this Agreement at no additional charge.

#### **4.1.17 Sharps Collection Program**

Company shall provide Customers, at no additional charge, within one week of request, a pre-paid, postage-paid mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Company shall also make Sharps containers available at pick-up location in the City as an alternative for the Customer. Residents are limited to four (4) containers at no additional charge per year. Each container shall be of adequate volume to accommodate the needs of a diabetic Person for a three month period.

#### **4.1.18 Door-to-Door Household Hazardous Waste (“HHW”) Collection Program (Optional Program)**

The Company shall provide unlimited door-to-door Collection of HHW from both Single Family and Multi-Family Cart and Bin Customers at no additional cost. Company shall provide Residential Customers with a number to call to schedule an

appointment for the Collection of HHW. Customers shall place acceptable items in a sealed box, with a label affixed to the outside of the box listing the materials included, and additional information required by Company. Company and Customer will determine appropriate Collection location. Individual Customers may request unlimited pickups per year.

Materials Collected will include, at a minimum, the following:

- Garden Chemicals (such as fertilizer, insect sprays, weed killers, and other poisons);
- Swimming Pool Chemicals (such as pool acid and liquid and tablet chlorine);
- Automotive Waste (such as motor oil, antifreeze, waxes, polishes, cleaners, brake fluid, gasoline, used oil filters, oily rags, transmission fluid, windshield washer fluid, hydraulic fluid, and automotive batteries);
- Paint Products (such as oil-based, latex and spray paints, stripper, stains, caulking, wood preservatives, glue; and thinner);
- Household Cleaners (such as bleach, cleaning compounds, floor stripper, drain cleaner, tile remover, tile cleaners, and rust remover); and
- Miscellaneous Household Waste (such as household batteries, fluorescent tubes, thermometers, hobby glue, artist's paint, and non-controlled pharmaceuticals).

#### **4.1.19 Medication Takeback Program**

Company will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Promotional activities will include: posting on Company's website, inclusion in the Annual Brochures/Mailings mailed to each Residential Customer, Billing inserts, social media targeted outreach, and press releases to local news outlets.

## **4.2 Recycling**

### **4.2.1 Recyclable Materials Collection for Cart Refuse Customers**

Company shall provide all Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, with a 60- gallon Cart for Collection of Recyclable

Materials ("Recycling Cart(s)"). Customers may request 90-gallon or 35-gallon Carts at no additional charge. Customers that regularly fill their Cart can have one additional Cart provided, for a total of two Recycling Carts, at no additional charge. Additional Recycling Carts may be requested for a monthly fee per Cart in accordance with the approved rate schedule. Recyclable Material Collection from Recycling Cart Customers within the City shall be a minimum of once each week, on the same day as Refuse Collection, and from the same set-out location as Refuse Containers. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. At a minimum, Recyclable Material Collected from Recycling Cart Customers shall include, but not be limited to: newsprint, junk mail, cardboard, plastic numbers 1 through 7, cartons, metal, steel cans, aluminum cans, office paper, glass, jars, bottles, and any additional materials that can be recovered and Recycled. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Recyclable Materials Containers as they change during the term of this Agreement. Residential Recyclable Materials Collection shall be on the same day of the week as Solid Waste Collection service. Company shall notify Recycling Customers, as is done for regular service, regarding holiday Collection schedules. Such records shall be made available for inspection by City upon request during normal hours of operation. Recycling services shall be provided as described in Company's Proposal.

#### **4.2.2 Commercial Recycling**

Company shall provide source separated Recycling using Bins or Carts for Commercial and Multi-Family Customers requesting such service at rates shown in Exhibit 2.

Company shall process mixed Solid Waste at a Material Recovery Facility for those Commercial and Multi-Family Customers that do not subscribe to a Source-Separated Recycling program, or otherwise participate in a qualifying Recycling program in accordance with AB 341.

Commercial Recycling is provided at no additional charge. Company shall deliver at least one Recycling Container (or more than one if needed to meet the Recycling needs of the Customer) to each Multi-Family and Commercial Customer required to participate in Mandatory Commercial Recycling under AB 341, or any other CalRecycle regulations in place at the time of execution of this Agreement.

#### **4.2.2.1 Mandatory Commercial and Multi-Family Recycling**

Company will promote Commercial and Multi-Family Recycling programs and assist the City in providing reports on Customers' Recycling efforts. Company to visit each Commercial and Multi-Family Customer that does not subscribe to Recycling services within one-hundred and eighty (180) days of the start of Collection service under this Agreement. The meeting shall be for the purpose of establishing a Source-Separated recycling program, documenting existing third-party-provided programs, or placing the Customer's account on the Mixed Waste Processing route. Company shall provide a report, on City provided forms, to the City noting the time, Customer contact, and result of each meeting and, if the Customer will not agree to a meeting, provide the time of contact, Customer contact name and number, and reason for not accepting a meeting. Reports will be updated on a quarterly basis and submitted with Company quarterly reports to the City. Company will report all Customers that have service levels within the thresholds of AB 341 on reporting forms provided by the City. The report will document whether the Customer receives Recycling service from the Company (Source-Separated or Mixed Waste Processing), self-recycles, or receives Recycling from a third party. Reports will be submitted to the City annually on or before July 1st.

#### **4.2.3 Warning Notice**

Company shall warn Customers who have non-Recyclable Materials in their Recycling Container, Non-Organic Materials in their Organic Materials Container, or Organic Materials or Recyclable Materials in their Refuse Containers as required by CalRecycle under SB 1383. Any warning notice shall be legible and securely affixed to the Container, and mailed at Company's cost including notice of potential penalties. If, after three written warnings in a six-month period, the Container continues to be contaminated, a contamination fee may be charged in accordance with the approved rate schedule. Company must leave instructive warning notices on the contaminated Containers, indicating the issue, how to correct it, and that the Customer will be charged a contamination fee if behavior is not corrected. The format of the warning notice must be approved by City. Company shall report monthly to City any warning notices issued, including the Customer name, service address, the date contamination was observed, any photographic evidence of the violation that was obtained, and any other information reasonably requested by the City. Company will also provide copies of written notices to the City on a monthly basis.

#### **4.2.4 Marketing and Sale of Recyclable Materials**

Company shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Company may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request.

#### **4.2.5 Used Oil Recycling and Used Oil Filter Collection**

Company shall Collect and Recycle used oil and used oil filters placed curbside by Refuse Carts on Collection day. Company may instruct Customers to call-in for this service at least one business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) in advance, but Company shall Collect used oil and used oil filters left for Collection whether or not a call-in was placed. Company shall provide used oil Recycling Containers to Customers that request them. Upon Collection of used oil, Company shall leave an empty Container. Company shall include in its public education materials the availability of this program and the free used oil Containers, and how to properly place the oil and filters for Collection.

#### **4.2.6 Minimum Recycling Requirements**

Company shall Divert from landfilling a minimum of 40% of all Solid Waste it Collects under this Agreement excluding Construction and Demolition Debris. Compliance will be measured on a calendar year basis, beginning with Rate Year January 1, 2020 to December 31, 2020. Solid Waste Collected shall only be considered to have been Recycled or Diverted as required under this Agreement if it is deemed to be Diversion by CalRecycle in connection with efforts to meet City's Diversion goals. The Company shall make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to prevent or minimize the amount of such materials taken to a landfill and to maximize Diversion credits for the City. Company shall provide documentation to the City within 30 days of the end of each calendar year stating and supporting that calendar year's Diversion rate. Diversion from sources other than Company's Collection and Diversion efforts (such as source reduction, reuse, or Recyclable Materials Diverted by other Solid Waste enterprises, Collection of materials that are not the subject of this Agreement, or the efforts of self-haulers) is not to be counted as Diversion achieved by Company. Company's proposed minimum Diversion rate of 40% included an estimate of 2,800 tons of Diversion from

Transformation. Transformation may be used as a method to achieve the minimum recycling requirements to the extent that is allowable as Diversion as defined by CalRecycle.

Company shall Divert from landfilling the State-mandated Construction and Demolition Diversion percentage, currently 65%, of all Construction and Demolition Debris loads Company Collects under this Agreement.

Upon the request of either party, not more often than once every two (2) years, the Parties agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Company, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Company and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

If these Diversion requirements are not met, City may instruct Company to initiate new programs at Company's expense in order for this goal to be met on a consistent basis.

Company As Authorized Recycling Agent. City hereby designates Company as an authorized Recycling agent (though not the sole agent) for the purposes of conducting Recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Company at all times shall be and remain independent from the City.

### **4.3 Organic Materials Programs**

#### **4.3.1 Organic Materials Cart Collection**

Company shall provide weekly Collection of Organic Materials on the same day as Refuse Collection from the City's Residential Customers receiving Cart Refuse Collection, and one-unit homes with Bin service, from the same set-out location as Refuse Containers. Company shall Collect Organic Materials placed in 60-gallon

Company-provided Containers, and bundled Yard Waste. Customers may request 90-gallon Carts at no additional charge. Company is responsible for moving all Containers as necessary for Collection, and then returning them to their original location. Company shall have an Organic Materials Recycling program whereby it, at a minimum, Collects the types of Organic Materials required by CalRecycle for Residential Cart Customers. Company shall ensure that all public education and outreach is updated to reflect materials that may be placed in Organics Materials Containers as they change during the term of this Agreement.

Company shall only be obligated to Collect Organic Materials set out for Collection in bundles if it is a maximum of four (4) feet long and eighteen (18) inches in diameter.

Customers may request additional Organic Materials Carts in accordance with the approved rate schedule.

#### **4.3.2 Holiday Tree Collection Program**

Company shall Collect all holiday trees discarded by Single Family and Multi-Family Customers on the regularly scheduled weekly Collection days from the first Collection day after Christmas Day through January 31, at no additional charge. After this period, trees will be Collected as Bulky Items under Section 4.1.14. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them.

Company may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet and that ornaments and stands be removed prior to placement at Collection point (curb, beside Bin or as otherwise determined by Customer and Company). Company will Divert from landfilling all holiday trees that are properly set out for collection.

#### **4.3.3 Commercial Organic Materials Collection**

Company shall provide Organic Waste Recycling to all Commercial and Multi-Family Premises and City Facilities subject to the requirements of AB 1826 and SB 1383. At a minimum the program will include unlimited Organics Cart Collection service (64-gallon Carts) and Organics Bin Collection service at no additional charge. Company shall deliver at least one Organics Container (or more than one if needed to meet the Organics Recycling needs of the Customer) to each Customer required to participate under AB 1826 and SB 1383.

#### **4.3.3.1 Collection**

Company shall Collect, process and Divert Organic Materials from Commercial and Multi-Family Customers. Company shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of AB 1826 and SB 1383.

Company shall tailor the appropriate program to accommodate the waste generation and space constraints of each Customer. Company shall offer the following options, all-inclusive in this program:

- Organic Materials Cart: Customers that have the space for an additional Cart will have the option to receive a Commercial Organic Materials Cart.
- Organic Materials Bins: Customers that have the space and need for a larger Container have the option to receive an Organic Materials Bin for Collection.

Carts and Bins shall comply to the color and labeling requirements of SB 1383.

#### **4.3.3.2 Site Visits, Education and Outreach**

Within ninety (90) days of City Council approval of this Agreement, Company will provide an outreach plan to City for approval identifying the site visit schedule for which to send a Company representative to visit each Multi-Family and Commercial Customer that does not subscribe to Organic Materials Collection for the purpose of assessing levels of Organic Materials generation, assessing when Organic Materials collection service must be established to meet the requirements of Public Resources Code Section 42649.81, and encouraging all Multi-Family and Commercial Customers to establish Organic Materials Collection service in advance of the date when mandatory service is required. Company will contact Multi-Family and Commercial Customers to schedule site visits according to the approved schedule. Beginning January 1, 2020, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service who are required under AB 1826. Beginning January 1, 2022, and annually thereafter, a Company representative will contact Multi-Family and Commercial Customers not subscribing to the Organic Materials Collection service required under SB 1383. The Company representative shall assist Customers with selecting appropriate Containers and Container sizing, identifying acceptable Organic Materials for Collection and

processing, and attempting to resolve any logistical detriments to providing Organic Materials Collection service.

Company will incorporate education regarding Organic Materials Recycling and the State requirements into materials produced under Section 5.3, and will develop its own Organics-specific instructional materials for use in educating participating Customers. All participants receive ongoing, on-site training from Company for management, kitchen staff, service employees, janitors, etc. Company will create and distribute a letter to all Customers. Additional materials may include instructional posters, brochures, or other formats as mutually agreed to between City and Company. As with all outreach material, all items must be submitted for review and approval by City prior to distribution.

#### **4.3.3.3 Contamination**

Company shall perform contamination monitoring, route reviews, and inspections in compliance with the CalRecycle requirements under SB 1383.

Customers that place unacceptable Organic Materials or other items that cannot be Recycled such as textiles into the Organic Materials Container(s) will be handled in accordance with the procedures set forth in Section 4.2.3 with respect to the placement of non-Recyclable Materials into the Recycling Container.

#### **4.3.3.4 Processing**

Company shall process recovered Organic Materials in a manner that maximizes Diversion credit for City in accordance with CalRecycle regulations.

#### **4.3.3.5 Records and Reports**

Company shall maintain records and provide reports to City, at no additional cost, of:

- Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials);
- Which Customers are required to participate in an Organic Materials Recycling program per Public Resources Code Section 42649.81;
- Records of Customer site visits;
- Source separated Organic Materials tonnage Collected from Commercial and Multi-Family Customers, separately identifying Green Waste and Food Waste if Collected separately;
- Commercial and Multi-Family Customers participating in food recovery programs;
- Commercial and Multi-Family Customers using third-party Recycling; and,
- Additional information that may be requested by the State/CalRecycle related to Recycling and Organic Materials programs.

#### **4.3.3.6 Organic Materials Recycling Program Cost**

The full compensation to Company to provide the Commercial Organic Materials program as described in Section 4.3.3 is included in the rates in Exhibit 2. Organic Materials Carts and Bins, public outreach, and all other elements of this program are to be provided at no additional cost. Participation in this program is anticipated to increase over time and has been factored into the rates, and no further compensation adjustment shall be implemented.

#### **4.3.4 Roll-off Box Organic Materials Collection Service**

Company shall make permanent Roll-off Box Organic Materials Collection available to all Customers at the rates shown in Exhibit 2.

#### **4.3.5 End Uses for Organic Materials**

Company shall Divert from landfilling Organic Material Collected through weekly Cart, bundle, Bin and Roll-off Box Collection, holiday tree Collection, and Mixed Waste Processing from Disposal. Company must provide end uses for Organic Material that maximizes Diversion credits for City according to regulations established by CalRecycle. Organic Material may be used as Alternative Daily Cover (ADC) only to the extent that the City will get full Diversion credit for its use. Diversion credit for ADC is not allowed after January 1, 2020 per Assembly Bill 1594. Company is responsible for monitoring how the Organic Material will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places the Company in default.

#### **4.3.6 Future Residential Food Waste Diversion Program**

Company is required to implement a program to Divert Residential Food Waste, either co-Collected with Yard Waste or separately Collected, by January 1, 2022 or as otherwise mandated by CalRecycle pursuant to SB 1383. The Company shall be entitled to a rate adjustment of two percent (2%) for implementation of the Food Waste program upon approval by the City Council in connection with the regularly scheduled rate adjustment for January 1, 2022. This is in addition to the annual adjustment implemented pursuant to Section 6.3. The two percent (2%) rate adjustment shall only apply to the standard service rates for Residential Cart service (including Senior discounted rate) included in Exhibit 2, and shall not apply to Additional Cart Rates or other additional service rates included in Exhibit 2.

#### **4.3.7 Food Rescue and Donation Program**

Company shall coordinate food rescue and donation efforts with each Customer deemed to generate Organic Materials as required by CalRecycle. Company shall perform quarterly examinations of routes for food donation opportunities and report results to the City and food rescue organizations.

#### **4.3.8 Self-Hauled Yard Waste**

Company shall accept clean self-hauled Yard Waste at Company's American Waste Transfer Station from City's Residential property Owners at no charge. Company shall accept self-hauled Yard Waste at Company's American Waste Transfer Station from

landscaping companies operating within the City in accordance with the approved rate schedule included as Exhibit 2.

## **4.4 City Services**

### **4.4.1 City Facilities Collection**

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for materials generated at Premises owned and/or operated by City now and in the future at no additional charge. Company shall make Collections from Containers Monday through Friday or on Saturdays following non-working holidays. Collections shall be scheduled at a time mutually agreed upon by Company and City.

Company shall provide, at City's direction, Solid Waste Collection, transport, Disposal, processing and consulting services entailing:

- a) Collection of Solid Waste from all City facilities and parks at least once per week or more frequently if required or requested by City staff;
- b) Collection of Organic Material and Recyclable Materials from City facilities and parks;
- c) Roll-off box or Container services to City; and,
- d) Collection and proper Disposal of Electronic Waste such as defined in Section 1.26, Universal Wastes such as defined in Section 1.60, and other items that would be considered Household Hazardous Waste as defined in Section 1.33, that are generated by, and placed for Collection at, City facilities, or Collected as abandoned items under Sections 4.4.7, 4.4.8, and 4.4.9.

### **4.4.2 City Sponsored Events**

Company shall provide Solid Waste and Recycling, and Organic Material Collection and Disposal/processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and dispose of, or process, all Refuse. Company shall provide Recycling Containers for the Collection of Recyclable and Organics Materials. City-sponsored events include, but are not limited to:

- Youth Day Parade
- Health and Safety Fair
- Halloween Carnival
- Angel Tree Ceremony
- Easter Egg Hunt
- Volunteer Sponsorship Night
- Memorial Day Breakfast
- Lawndale Blues and Jazz Festival

#### **4.4.3 City Cleanups**

At no additional charge, Company shall provide services for two (2) City cleanups annually. Company shall make reasonable efforts to direct Solid Waste Collected during the clean-ups from landfill Disposal. The dates for the cleanup shall be proposed by Company prior to January of each year and approved by City. Company shall pick up authorized annual cleanup items from all Residential Cart Customers and transport to a Transfer Station, Disposal Site or MRF at no additional cost to Customers. Customers may also drop off items at the City yard on the Saturday of each event week Collection, Recycling, processing, or Disposal by Company. The following guidelines must be followed:

- All waste must be placed out for Collection by 6:00 a.m.
- The truck will pass each street one time only.
- Non-Bulky Items must be placed in disposable garbage bags or boxes only.
- Tree pruning and branches must be tied in bundles not longer than 4 feet.
- The maximum each residence may dispose of is 3 cubic yards (approximately 24 trash bags or 3' x 3' x 9').
- No single item that cannot be handled by two workers will be accepted.

- The following items will not be picked up: Hazardous Material, including waste oil (which is Collected per Section 4.2.5) or anti-freeze; concrete and dirt.

Company may refuse to Collect clean-up items and shall not be obligated to provide this service to any Person who does not set out Solid Waste, as described above, after reasonable warnings have been given. Company shall notify City of Persons whose clean-up items were not Collected. Company shall record by class and weight (in tons) the Solid Waste, Collected during the cleanup events. Company shall record the kinds and weights (in tons) of Solid Waste Diverted during these cleanups from the landfill through Recycling, reuse, Transformation or other means of Diversion.

Company shall also provide and Collect additional Roll-Off Box Containers at the City Yard as needed in connection with these services.

#### **4.4.4 Shredding Service Event**

Company shall provide an on-site mobile shredding service for use by City residents (a "Shredding Event") one (1) time per calendar year in coordination with one of the Annual Cleanups described in Section 4.4.3 at no additional charge. The Shredding Event shall be provided at a date, time, and location designated and approved by the Project Manager, in his or her reasonable discretion, and should be for a minimum of three (3) hours in duration. In the event inclement weather prevents a Shredding Event from occurring, Company shall reschedule the Shredding Event to a date, time and location designated and approved by the Project Manager. The Shredding Event shall be conducted at Company's sole cost and expense, utilizing equipment, personnel, and methods appropriate for such event, as approved by the Project Manager. Prior to each Shredding Event, Company shall coordinate with City staff and/or public safety personnel to make arrangements for safe, convenient, and effective access to and participation by City residents in the Shredding Event, and shall procure all necessary insurance coverage. Each Shredding Event shall be designed to accommodate up to a maximum of five (5) "Bankers" boxes of paper or other media suitable for shredding from each Residential and Multi-Family Premises Customer within the City that is participating in the Shredding Event. Residents participating in the Shredding Event must be able to visually observe the materials they delivered to the Shredding Event. Company shall publicize each Shredding Event through methods, and using materials, approved by the Project Manager, at no cost to the City.

#### **4.4.5 Compost Giveaway**

Company shall provide two compost giveaway events per calendar year in coordination with the Annual Cleanups described in Section 4.4.3 at no additional charge. Lawndale residents will be allowed to fill up their containers on a first-come, first-serve basis. Company shall provide forty (40) tons of compost material delivered to City Yard, or a location designated by the City. Any compost material remaining after event shall be removed by Company. The compost giveaway events will be coordinated with the City and can be held in conjunction with other City events.

#### **4.4.6 Street Litter Container Collection**

Company shall service all public litter Containers. Public litter Containers are provided by the City. Any liners or other items needed to continue service shall be provided by Company. If service levels are not sufficient to ensure Containers do not become full, service levels shall be increased at no additional cost to the City. If additional litter Containers are added, Company will service such Containers at no additional cost to the City.

#### **4.4.7 Abandoned Item Collection**

Company will Collect all abandoned items upon notification by the City for no additional charge. If Company is notified before 1:00 p.m., items will be removed the same day. If Company is notified after 1:00 p.m., items will be removed by 12:00 noon the following day.

#### **4.4.8 Abandoned Item Sweeps**

Company will provide one (1) vehicle with a two (2) Person crew to Collect abandoned items on Mondays, Wednesdays, and Fridays. Each sweep will be three (3) hours in duration. City shall work with Company to designate sweep areas, and will provide Company a minimum of two (2) business days' notice for changes to locations.

#### **4.4.9 Special Cleanup Events**

Company to provide up to ninety-six (96) one-hour cleanups per year at locations requested by the City at no additional charge. These cleanup events include but are not limited to cleanup of temporary encampments as may be directed by the City. Company is required to provide a minimum of one Collection vehicle and Company

personnel to place Solid Waste in the Collection vehicle. Company may charge an additional fee for cleanup events exceeding ninety-six (96) hours per year at a rate included in Exhibit 2 or as may be adjusted under the terms of this Agreement. Company to log start- and end-time of each cleanup event and provide a report on each cleanup event to the Project Manager.

#### **4.4.10 Large Venue and Event Assistance, Event Recycling**

Company shall assist City planners of large venue events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176, and in lowering Disposal quantities generated at such events at no additional charge.

#### **4.4.11 Collection of Former Company's Containers**

If any Solid Waste enterprise providing Solid Waste Handling Services to Customers prior to the Effective Date does not remove the Containers it had in use prior to the Effective Date, Company shall Collect and recycle/dispose of all such Containers at no additional charge to City or Customers.

#### **4.4.12 Web Portal and Mobile Application**

Company shall provide access to Company's "MyResource" online application to all City Customers.

#### **4.4.13 Battery Recycling Program**

Company shall Collect household batteries placed on top of Residential Recycling Carts in Customer provided clear sealable bags labeled "Used Batteries."

#### **4.4.14 Annual Food Drive**

Company shall work with local non-profit groups to assist local food banks. Assistance by Company may include, but is not limited to, employee food drives, meal preparation, and preparation and distribution of holiday food baskets.

#### **4.4.15 Summer Internship Program**

Company shall work with the City's Project Manager to select Lawndale students to participate in a summer internship program for Company.

#### **4.4.16 Facility Tours**

Company shall offer and promote to the community and Lawndale K-12 schools free educational tours of the Company's local facilities.

### **4.5 Operations**

#### **4.5.1 Schedules**

To preserve peace and quiet, Solid Waste shall only be Collected from Residential Premises between 6:30 A.M. and 6:00 P.M. Monday through Friday. Solid Waste shall only be Collected from Commercial Premises between 6:30 A.M. and 6:00 P.M. Monday through Saturday. Company may not make exceptions to these Collection days and times without advanced written approval from the City. If the regularly scheduled Collection day falls on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, or Christmas Day, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week.

Company shall be prepared to review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City once annually upon 30-day written notice requesting said review. More frequent reviews may be required if operations are not satisfactory based on documented observations or reports or complaints. If the plan is determined to be inadequate by City, Company shall revise plan incorporating any changes into a revised plan and review said revised plan with City within thirty (30) calendar days.

#### **4.5.2 Missed Pickups**

When notified of a missed pickup prior to 12:00 p.m., Company shall Collect the Refuse, Recyclable Materials, and/or Organic Materials that was not Collected the same day by 6:00 p.m.. If notified after 12:00 p.m., Collection must take place no later than noon of the next Collection day (excludes only Sundays and holidays listed in Section 4.5.1 and, for Residential Cart Customers, Saturday).

#### **4.5.3 Vehicles**

**A. General.** Company shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict

accordance with its terms as described in Company's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Company's Proposal shall be done so at Company's sole expense. Company shall have available on Collection days sufficient back-up vehicles for each type of Collection vehicle used to respond to complaints and emergencies.

**B. Specifications.** The Collection Vehicles utilized by Contractor at the commencement of Services under this Agreement are included in the table below:

Service Sector	Number of Vehicles	Model Year(s)
Residential	4	2019
Commercial	3	2013, 2015, 2017
Roll-Off	1	2015

Company shall operate no vehicles within the City over 10-years in age during the term of this Agreement. By the end of the first year of service, all route Collection vehicles used by Company in providing Refuse, Recycling, and Organic Materials Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use exclusively compressed natural gas (CNG) or liquefied natural gas (LNG). Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Company's Collection vehicles shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement. Front-end loading vehicles servicing Residential routes that utilize a Curotto-Can style device for Collection, must be equipped with a litter abatement screen (referred to by Republic Services as "fly-swatters") in order to reduce incidents of litter or dust occurring during Collection.

**C. Vehicle Identification.** Company's name, local telephone number, and a unique vehicle identification number designed by Company for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high. No advertising shall be permitted other than the name of the

Company except promotional advertisement of the Recyclable Materials and Organic Materials programs, other programs specific to the City, or information requested by City. All advertisement must be approved by the City. City may request changes to the vehicle advertising up to two (2) times per year. Company shall not place City's name and/or any City logos on Company vehicles.

**D. Cleaning and Maintenance**

- 1) Company shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.
- 2) Vehicles used in the Collection of Refuse, Recyclable Materials, and Organic Materials shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Company shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Company agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.
- 3) Company shall repaint all vehicles used in the Collection of Refuse, Recyclable Materials and Organic Materials as needed to maintain a clean and neat appearance, and within thirty (30) days' notice from City, if City determines that their appearance warrants painting.
- 4) Company shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Company shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Company shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.
- 5) Company shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Company shall maintain accurate records of repair, which shall include the date

and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

- 6) Company shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.
- 7) Upon request, Company shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

**E. Operation.** Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Company shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

Company equipment used for Refuse, Recycling, and Organic Materials services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Company shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Subject to Section 9.1, Company shall be responsible for any damage resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved; associated curbs, gutters and traffic control devices; and other public improvements.

**F. City Inspection Per Code.** City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code,

including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with, and its return to service has been approved by the City.

**G. Vehicle Inspections.** Upon City request, Company shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Company receives a terminal rating below satisfactory, the Company is in violation of the Agreement. The Company has the time allowed by the Department of California Highway Patrol (“CHP”) to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Company shall be considered in default of the contract and the City may terminate the Agreement.

**H. Correction of Defects.** Following any inspection, the City Manager, or the City Manager’s designee, shall have the right to cause Company, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager’s determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

#### **4.5.4 Carts**

##### **4.5.4.1 Company-Provided Carts**

**A. Cart Selection, Distribution and Exchanges.** Company shall provide Customers with Carts at no extra charge.

Prior to the start of service under this Agreement, Company shall mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by Customer by specified date, Customer will retain the same level of service currently provided.

Customers may each request one free exchange in Cart sizes for six months after the initial Cart is delivered. One exchange includes all Cart size changes included in the

same Customer request and may include changes made to any number of the Customer's Carts. If a second request is made, or if a request is made following the initial six-month period, Company may charge for each request, regardless of the number of Carts exchanged, in accordance with the Rate Schedule. If the exchange request only includes the changes listed below, the exchange fee shall be waived:

- Increase in Recycling Cart size or number;
- Increase in number of Organic Materials Carts;
- Decrease in size or number of Refuse Carts; and/or,
- Removal of any Cart without replacement.

This procedure shall be described in the initial Cart mailing and in public education materials during the initial six-month window.

**B. Cart Design Requirements.** The Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Company to replace such Carts. Company shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383.

**C. Capacity.** References to Cart sizes of 35-, 60-, or 90-gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40-gallons,
- 60 to 70-gallons, and
- 90 to 101-gallons.

**D. Cart Handles.** The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will

provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

**E. Cart Lid.** Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

**F. Cart Colors.** The Refuse, Recycling and Organic Materials Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383.

**G. Cart Labeling and Hot Stamping.** Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., trash, Recycling, Organic Materials) in English and Spanish. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or

Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Company for Bulky Item pickups, and shall include a “No Scavenging” warning identifying the City’s Municipal Code violation for scavenging.. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

**H. Cart Performance Requirements.** All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

**I. Cart Load Capacity.** Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

<b>Cart Size (Gallons)</b>	<b>Minimum Load Capacity (LBS)</b>
<b>90-101</b>	<b>200</b>
<b>60-70</b>	<b>130</b>
<b>30-40</b>	<b>70</b>

**J. Cart Durability.** Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;

- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

**K. Chemical Resistant.** Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

**L. Stability and Maneuverability.** The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position.

The Carts shall be capable of maintaining its upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction.

The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

**M. Lid Performance.** Cart lid assemblies shall meet the following minimum requirements:

- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the

original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.

#### **4.5.4.2 Cart Reparability or Replacement**

Company shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within two (2) business days of notification (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for graffiti removal within two business (2) days of notification, at no additional charge to the Customer or to City, unless Company can demonstrate to the City Manager beyond a reasonable doubt that the damage or loss was due exclusively the Customer's intentional or negligent behavior. City Manager shall make the final determination. If City permits a repair or replacement charge to be assessed against a Customer, charge shall be no more than the actual cost of repair or the Company's purchase price for a new Cart, whichever is lower. All repairs must restore the Cart to its full functionality. Unsightly/worn-out Carts shall be replaced by Company upon Customer request at no additional cost to Customer.

All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

#### **4.5.4.3 Bins**

**A. Cleaning.** Company shall provide Customers with Bins required during the term of this Agreement. The size of Company-provided Bins shall be determined by mutual agreement of Customer and Company, and shall be subject to City approval. Company shall maintain Bins in a clean, sound condition free from putrescible residue. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Company shall clean Customer Bins at the rates shown in the approved rate schedule. Company shall perform cleaning, repainting, or replacement of Bins as

necessary to prevent a nuisance caused by odors or vector harborage. When a Bin is removed for cleaning, Company shall replace the Bin, either temporarily or as a change-out, with another Container. Company shall remove graffiti from any Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request by City or Customer. Company is required to proactively look for graffiti when Collecting Bins, with all graffiti removed from Containers in no later than two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) after any Collection without notification.

**B. Bin Identification and Color.** Each Bin placed in City by Company shall have the name of Company and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bins shall be labeled to include bilingual (English and Spanish) and graphic instruction on what materials should and should not be placed in each Bin. Company shall repaint Bins upon City's request if the City deems it necessary to maintain a neat appearance. All Refuse Bins shall be painted a uniform color of, and all Recycling and Organic Materials Bins shall be painted a different, uniform color.

All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

#### **4.5.4.4 Roll-off Boxes**

Company shall provide sufficient Roll-off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Company in letters not less than three (3) inches high on the exterior of the Roll-off Box so as to be visible when the Roll-off Box is placed for use. Company shall properly cover all open Roll-off Boxes during transport as required by the State Vehicle Code.

#### **4.5.5 Litter Abatement**

**A. Minimization of Spills.** Company shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or transportation process. If any Solid Waste or fluids leak or are spilled during Collection, Company shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Company shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

**B. Clean Up.** During the Collection or transportation process, Company shall clean up litter in the immediate vicinity of any Solid Waste storage area whether or not Company has caused the litter. Company shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Company may charge Customers the Bin Overage Fee in accordance with the approved rate schedule for the cleaning of Container enclosures or around the Container if it is littered due to overflowing Containers. Company may address habitual offenders in accordance with Section 4.1.7.

**C. Covering of Loads.** Company shall properly cover all open debris boxes during transport to the Disposal Site.

#### **4.5.6 Personnel**

**A. Qualified Drivers.** Company shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

**B. Hazardous Material Employee Training.** Company also agrees to establish and vigorously enforce an educational program which will train Company's employees in the identification of Hazardous Material. Company's employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

**C. Customer Courtesy.** Company shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Company shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Company shall take all necessary

corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Company of a complaint related to discourteous or improper behavior, Company will consider reassigning the employee to duties not entailing contact with the public while Company is pursuing its investigation and corrective action process.

**D. Training.** Company shall provide suitable operations, health and safety training for all of its employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

**E. Unauthorized Material Removal.** Company shall dismiss or discipline employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

#### **4.5.6.1 Employment of Former Company Employees**

Company shall invite for interview all former employees of the previous hauler to be displaced by the transition of Solid Waste Collection under this Agreement. Company shall make offers of employment to all such applicants qualified for available positions with Company

#### **4.5.7 Identification Required**

Company shall provide its employees, companies and Subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. All Company employees shall wear clothing bearing the Company name and/or logo at all times while in the City and providing services under this Agreement. City may require Company to notify Customers yearly of the form of said identification. Company shall provide a list of current employees, companies, and Subcontractors to City upon request.

The City reserves the right to perform a security and identification check through the Los Angeles County Sheriff's Department upon Company and all its present and future employees, in accordance with accepted procedures established by the City, or for probable cause.

#### **4.5.8 Fees and Gratuities**

Company shall not, nor shall it permit any agent, employee, or Subcontractors employed by it, to request, solicit, demand, or accept, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with Exhibit 2 as updated and approved by City throughout the Term of the Agreement.

#### **4.5.9 Non-Discrimination**

Company shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap or medical condition in violation of any applicable federal or State law.

#### **4.5.10 Coordination With Street Sweeping Services**

Company shall make reasonable efforts to coordinate route schedules with the City's street sweeping schedule. Company shall provide all routes and route schedules to the City and work with City to resolve conflicts with street sweeping schedules.

#### **4.5.11 Change in Collection Schedule**

Company shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Company will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes in the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Company shall provide written notice of the change to affected Customers ninety (90) days in advance and shall publish the changes in a newspaper of general circulation.

#### **4.5.12 Report of Accumulation of Solid Waste; Unauthorized Dumping**

Company shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Company shall deliver the address or description to City within five (5) working days of such observation.

#### **4.6 Contingency Plan**

Company shall submit to City on or before the effective date of the Agreement, a written contingency plan demonstrating Company's arrangements to provide vehicles and personnel and to maintain uninterrupted service during breakdowns, and in case of natural disaster or other emergency including labor disputes and the events described in Section 11.5.

#### **4.7 Transportation of Solid Waste**

The Company shall transport all Solid Waste Collected under Section 4.1 to permitted Solid Waste facilities. Company agrees to make all reasonable efforts to separate Recyclable Materials and Organic Materials from Refuse for Diversion from landfill Disposal.

The Company shall maintain accurate records of the quantities of Solid Waste transported to permitted Solid Waste facilities and will cooperate with the City in any audits or investigations of such quantities.

The Company shall cooperate with the operator of any permitted Solid Waste Facility with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with it Hazardous Material exclusion program, and so forth.

#### **4.8 Disposal of Refuse**

The Company shall dispose of all Refuse Collected under Section 4.1 at the Disposal Site. Unless and until the City otherwise obtains ownership of the Solid Waste stream, the Disposal Site Company has designated shall be the Sunshine Canyon Landfill.

#### **4.9 Status of Disposal Site**

Any Disposal Site utilized by Company, shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Any such landfill has been issued all permits from federal, State, regional, county and City agencies necessary for it to operate as a Class III Sanitary Landfill and is in full regulatory compliance with all such permits.

The Disposal Site is currently authorized to accept, under its existing permit, and has sufficient uncommitted capacity to accept, all Solid Waste delivered to it by, or on behalf of, City for the term of this Agreement plus any extensions thereto.

#### **4.10 Disposal Capacity Guarantee**

Company shall provide City with guaranteed Disposal capacity for all of the Solid Waste Collected for the Term of this Agreement.

#### **4.11 Commingling of Collection Routes**

Company shall not commingle City Refuse Collection routes with other city or county routes. If this is not feasible, upon approval by the City, Company may commingle routes, but must submit to City a detailed monthly report setting forth the breakdown of tonnage Collected from the commingled routes within thirty (30) days after the end of each month. Company shall have the methodology used to segregate the loads between jurisdictions approved in advance by the City.

#### **4.12 Route Audit**

Once during the first year or at City request (but not more than once every three years), Company shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Company when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Company to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Company providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

For Cart Customers:

- Route Number;
- Truck Number;
- Number and size of Carts by waste stream (Refuse, Recycling, Organic Materials)
- Cart condition;

For Bin and Roll-off Customers:

- Route Number;
- Truck Number;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Residential, Commercial, Roll-off);
- Service Level per Company Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Company shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (Residential, Commercial and Roll-off);
- Confirmation that all routes are dedicated exclusively to City Customers;
- Number and type of exceptions observed;
- Total monthly service charge (Residential, Commercial and Roll-off Box), pre-audit;

- Total monthly service charge (Residential, Commercial and Roll-off), post-audit (subsequent to corrections of identified exceptions); and,

The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Company's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

#### **4.13 Service Exceptions; Hazardous Material Notifications**

**A. Failure to Collect.** When Solid Waste is not Collected from any Solid Waste service recipient, Company shall notify its service recipient in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

**B. Hazardous Material Inspection and Reporting.** Company reserves the right to reject Solid Waste observed to be contaminated with Hazardous Material and the right not to Collect Hazardous Material put out with Solid Waste. Company shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Hazardous Material, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Company observes any substances which it or its employees reasonably believe or suspect to contain Hazardous Materials unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Company will immediately notify the City Manager or the City Manager's designee. Company shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Hazardous Material that may come into their possession.

**C. Hazardous Material Diversion Records.** Company shall maintain records showing the types and quantities, if any, of Hazardous Material found in Solid Waste and which was inadvertently Collected from service recipients within the City, but Diverted from landfilling.

#### **4.14 Company/City Meetings**

Company and City will meet monthly, or as otherwise requested by City staff for the term of this Agreement, to discuss concerns and comments. City reserves the right to

increase or reduce the number of Company/City Meetings at any time during the term of this Agreement.

## ARTICLE 5

### OTHER SERVICES

#### 5.1 Services and Customer Billing

##### 5.1.1 Service Description

Company shall periodically, at least 30 days prior to the effective date of a rate change, prepare and distribute, subject to the direction of City, a notice to each Owner or occupant of property entitled or mandated to receive service under this Agreement a listing of Company's Collection rates, annual holiday schedule, and a general summary of services required to be provided hereunder and optional service which may be furnished by Company. Such notice shall be in a form subject to City's approval prior to its distribution and may be included with Billings made by Company. Company shall include in each Residential Billing the phone number for residents to call for Bulky Item pickups.

##### 5.1.2 Cart Billing

In regard to the Billing of Customers and the collection of those bills:

Company shall perform the Billing and processing of payments for all Customers receiving Cart service within the City's boundaries on a quarterly basis no sooner than the first day of the service period to be billed for. City shall not be responsible for or participate in the collection of charges for these services. All bills must carry a due date, not "due upon receipt," and shall be due no earlier than the forty-fifth (45th) day of the period to be billed for. Non-payment will be handled in accordance with Section 5.1.6.

##### 5.1.3 Senior Discount [to be updated based on awarded proposal]

Seniors 65 years of age and older whom are considered head of household receiving Cart Service shall receive a fifteen percent (15%) discount on Cart rates in accordance with the approved Rate Schedule.

##### 5.1.4 Bin, Roll-off and Temporary Services Billing

Company shall bill for Bin, Roll-off Box and temporary services and other special charges as permitted in Exhibit 2. Company shall bill monthly, no sooner than the first

day of service and require payment no sooner than 30 days from the start of the service period Billed for.

For Cart Customers or Customers without an account with Company who request temporary Roll-off Box or temporary Bin service, Company will accept major credit cards for payment. Individually serviced Customers who do not use credit cards may be required by the Company to post a security deposit or to pay on a “Cash on Delivery” (C.O.D.) basis. Any unused portion of a security deposit will be refunded to the Customer within five business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of the termination of service.

Customers sharing a Bin may request to be Billed separately for their share of service, based upon the number of businesses sharing the Bin, or as otherwise divided and agreed to among such Customers.

Bills must be itemized by Container size, frequency of service, and period billed for.

#### **5.1.5 Review of Billings**

Company shall review its Billings to Customers under Sections 5.1.2 and 5.1.4. The purpose of the review is to determine that the amount which Company is Billing each Customer is correct in terms of the level of service being provided to such Customer by Company. Company shall review Customer accounts annually, and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

#### **5.1.6 Suspension of Service Due to Non-Payment**

Once a payment is 30 days past due (at least 75 days after the beginning of the service period Billed for, for Cart Customers, and at least 60 days after the beginning of the service period billed for, for Bin Customers), Company shall send a notice to both the service address and the billing address that service will be suspended if payment is not made within an additional 30 days (at least 105 days after the beginning of the service period Billed for, for Cart Customers, and at least 90 days after the beginning of the service period billed for, for Bin Customers). Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts. Company may assess late fees as follows: 1.5% per month on outstanding past due balances with such finance charge beginning to accrue

90 days from the date of invoice for Residential services and 60 days from the date of invoice for Commercial services, and may charge a re-start fee in accordance with the approved Rate schedule for re-establishing service that was discontinued due to non-payment.

## **5.2 Customer Service**

### **5.2.1 Customer Service Office**

Office hours shall be, at a minimum, from 8:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of holidays. A responsible and qualified representative of Company shall be available during office hours for communication with the public. Normal office hour telephone numbers shall be a toll free call. Company's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Company shall also maintain a toll free telephone number for use during other than normal business hours. Company shall have a representative, answering or message providing/receiving (voice-mail) service available at said after-hours telephone number. After-hour calls shall be responded to on the next business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1).

### **5.2.2 Complaint Documentation**

All service complaints shall be directed to Company. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months and shall be available to City at all times upon request.

Company shall log all complaints received by telephone and said log shall include the date and time the complaint was received, name, address and telephone number of caller, description of complaint, employee recording complaint and the action taken by Company to respond to and remedy complaint. Missed pickups shall be included in this log.

All Customer complaints and inquiries shall be date-stamped when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of receipt. Company shall log action taken by Company to respond to and remedy the complaint.

All Customer service records and logs kept by Company shall be available to City upon request and at no cost to City. City shall, at any time during regular Company business hours, have access to Company's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

### **5.2.3 Resolution of Customer Complaints**

Disputes between Company and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding. Company shall reimburse the City's legal and consultant costs for each City intervention in a dispute between Company and a Customer if the City reasonably deems intervention is required and the Customer's dispute is valid.

Should Company and Customers not be able to establish a mutually acceptable fee to be charged for special hauling services, the matter shall also be determined by the City, and the City's decision shall be final.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Company. Nothing in this section is intended to affect the remedies of third parties against Company. To the extent that remedies are warranted through this Agreement, this section shall apply.

### **5.2.4 Project Manager**

The City and the Company have each designated in writing a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each a "Project Manager"). The City's Project Manager initially shall be the Director of Public Works or such person designated by the City Manager. The City may designate a successor or substitute Project Manager at any time by written notice to Company. Company's Project Manager shall be Dawn Harris-Benton. Company shall not change this designation without prior approval of the City, excluding cases of termination of the employee. City may request that Company change Project Manager, and shall have the right to approve the Project Manager. The Company's Project Manager shall meet with the City as necessary to effectuate the purposes of the Agreement.

### **5.2.5 Route Supervisor**

Company shall designate in writing a route supervisor that shall be assigned exclusively to the City, and who shall be responsible for working with City's Project Manager to resolve Customer service related complaints. Route supervisor shall be accessible via cell phone or radio in the field at all times. City shall be notified in advance of any change in Route Supervisor and shall have the right of approval. City may request that Company change Route Supervisor.

### **5.2.6 Customer Service Representative for Transition**

If requested by City, Company shall station a Customer service representative at the City's Public Works office for a three month period beginning one week prior to the roll-out of new services under this Agreement. City shall supply a desk and access to City telephone service. Customer service representative shall remain an employee of Company and Company shall provide such employee with access from the City's Public Works office to Company's Customer service system, and radio or mobile phone access to Company's Project Manager and Route Supervisor (see Sections 5.2.4 and 5.2.5).

## **5.3 Education and Public Awareness**

### **5.3.1 General**

Company acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve AB 939 requirements. Accordingly, Company agrees to take direction from City to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Company shall maintain its own program of providing information relevant to Billing and Solid Waste services, issues and needs with its bills. All public education materials shall be approved in advance by City.

City may request Company to perform mailing services and if so able, provide not less than thirty (30) days notice to Company prior to the mailing date of any proposed mailing to permit Company to make appropriate arrangements for inclusion of City's materials. City will provide Company the mailers at least fifteen (15) days prior to the

mailing date. City shall normally bear the expense of reproduction and distribution of such additional information only to the extent it is clearly in excess of Company's normal Billing costs. Notwithstanding, Company shall bear all costs incurred for copying and mailing of Proposition 218 notices per Section 6.4.1.1 of this Agreement

### **5.3.2 Implementation Plan and On-going Education Requirements**

#### **5.3.2.1 Implementation Plan**

a) *Basic Plan and Schedule.* No later than ninety (90) days prior to the initiation of services under this Agreement, Company shall provide City a written implementation plan for the transition of services required by this Agreement from the former Solid Waste enterprise to Company, which plan shall be in a form reasonably acceptable to City ("Implementation Plan"). The Implementation Plan shall detail the activities necessary for a smooth and seamless transition from City's current waste hauler to Company. The Implementation Plan shall also set forth the schedule for each of the activities listed in the Implementation Plan ("Implementation Schedule"). At a minimum, the Implementation Plan shall include all of the tasks listed in the Implementation Schedule that was included in Company's Proposal. In addition, the Implementation Plan shall include any other task that City reasonably requests. A copy of the Implementation Schedule that was included in Company's Proposal is attached to this Agreement as Exhibit 1.

b) *Evolution of Implementation Plan.* The City and Company anticipate that the Implementation Plan and Implementation Schedule may change prior to the service start date. As a result, the City and Company shall meet on a regular basis to discuss the Implementation Plan, Implementation Schedule, cooperation of the predecessor City-franchised waste haulers, and any other item reasonably requested by either the City or Company.

c) *Shortfalls During Implementation Period, Remedial Action.* City shall use reasonable business efforts to cooperate with Company in reaching the milestones set forth in the Implementation Plan. Notwithstanding the above, Company shall be solely responsible for implementing and reaching, the milestones set forth in the Implementation Plan and handling Customer complaints. Company shall have sufficient Solid Waste handling resources (i.e., vehicles, personnel and Containers) prior to the service start date, and shall use reasonable business efforts to ensure that the transition from the current waste

haulers is efficient, clean and accordant with the service standards set forth in this Agreement. In the event Company is unable to meet these service standards during this transition, Company shall at its sole cost have on stand-by another Solid Waste Collection contractor, which while operating as a subcontractor to Company, will assist Company in resolving any service shortfalls. Under no circumstances shall City be responsible for the resolution of Customer disputes relating to the Implementation Plan, except to the extent such disputes are directly attributable to City's active negligence or gross misconduct. Nothing herein waives or limits the City's rights and remedies to abate nuisance conditions or service shortfalls during the Implementation Plan period.

### **5.3.2.2 Ongoing Education Requirements**

Company will provide a minimum of the following public education items to be developed at Company's expense and distributed as indicated below:

- **Initial Mailing** – Company will prepare and mail an initial mailing to Customers explaining the transition from the existing program to the new program. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.
- **Workshops** – Company will conduct a minimum of three public workshops describing program changes, route changes, dates of program implementation, and other necessary information. Company will display new Containers to be distributed.
- **Instructional Packet Accompanying Company-Provided Containers** – An information packet shall be attached to each set of Carts distributed to a Customer. Packet should describe available services, including how to place Carts for Collection, which materials should be placed in each Cart, Collection holidays, and a Customer service phone number.
- **Cart Instruction Markings** – Company will place stickers on, or hot stamp, Recyclable Materials and Organic Materials Carts to demonstrate to Customers which materials are and are not acceptable for placement in each Cart. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in both English and Spanish. Additionally, all Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 throughout the term of this Agreement.

- **How-To Brochure** – Company will prepare and distribute a brochure packet to new Customers when they start service. Packet will contain updated information on how to use the Company-provided Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or Billing questions.
- **Annual Brochures/Mailings** – Not less than once per year during each Rate Year, Company shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday schedules and other service related information. Separate brochures shall be developed for Residential and Commercial Customers, reflecting the different services provided to each group. Mailings should promote and explain: all Solid Waste programs offered by City and Company (such as Recycling, Organic Materials, Holiday Tree and Bulky Item Collections) describe in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly dispose of Household Hazardous Material such as syringes, paint, etc.; Collection schedules, including holiday schedules; Customers service numbers; and the procedures to begin and terminate services. This brochure shall be at least two (2) pages, and printed in full color. Company is responsible for all associated costs.
- **Semi-Annual Newsletter** – Not less than twice per year during each Rate Year, Company shall be responsible for all costs incurred for the production and mailing of the City’s semi-annual newsletter. The City reserves the right to direct the production of the Semi-Annual Newsletter to a contractor of the City’s choosing. The Company shall be required to coordinate distribution via U.S. Mail of the Semi-Annual Newsletter with a local mailing house, including furnishing Single-Family and Multi-Family Cart and Bin Customer mailing addresses.
- **Corrective Action Notice** – For use in instances where the Customer sets out inappropriate materials.
- **Company Representative** - Company shall provide a representative able to visit civic groups, school assemblies, and homeowners’ associations, to promote and explain the Recycling programs, and participate in demonstrations, and civic events.
- **Web Site Page** – Company shall dedicate one page of a Company web site to City services, including, at a minimum, listing contact names and numbers for Customer

Service and information on Bulky Item Collection. The Company shall assist the City in establishing a link to this web page from the City's web site.

- **Recycling Curriculum** – Company will provide a Recycling education curriculum for use in classroom visits and workshops, developing materials such as posters, coloring books, puzzles and quizzes.

All brochures, mailings, and other educational materials are to be approved by the City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City.

### **5.3.3 Community Events**

At the direction of City, Company shall participate in and promote Recycling and other Diversion techniques at a minimum of four (4) community events. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program. The City reserves the right to modify the required events and Company's participation requirements.

Company shall assist City in participating in the County-wide Hazardous Material program presently managed by the Los Angeles County Department of Public Works (LADPW). Company shall further assist City in its participation in the County-wide Household Hazardous Waste program by assisting the City and the LADPW in the location of appropriate Collection sites, and in the distribution of flyers, and furnishing information to service groups and encouraging such groups to disseminate information about pending Household Hazardous Waste programs in the vicinity of the City. Company shall comply with all reasonable requests of the City and the LADPW that concern or relate to any sponsored Household Hazardous Waste program conducted in the vicinity of the City.

### **5.3.4 Collaborative Sustainability Branding**

Company will work directly with City and community based organizations to support branding efforts to highlight and promote all community sustainability events, such as the Annual Cleanup Event, Compost Event, Document Shredding Event, Green Business Certification, LADPW Household Hazardous Waste Events, and major City events.

### **5.3.5 News Media Relations**

Company shall notify the City's Project Manager by email or telephone of all requests for news media interviews related to Collection Services hereunder within twenty-four (24) hours of Company's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Company will discuss Company's proposed response with the City's Project Manager.

A. Copies of draft news releases or proposed trade journal articles shall be submitted to City for prior review and approval at least five (5) working days in advance of release, except where Company is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Company shall submit such materials to City simultaneously with Company's submittal to such regulatory agency.

B. Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

### **5.4 Waste Generation/Characterization Studies**

Company acknowledges that City must perform Solid Waste generation and Disposal characterization studies periodically to comply with AB 939 requirements. Company agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of Solid Waste and characterize Solid Waste generated, disposed, transformed, Diverted or otherwise handled/processed to satisfy AB 939 requirements.

### **5.5 Green Business Certification Program**

On or before January 2, 2020, Company must establish a recognition program for Commercial businesses in the City. The Green Business Program will be a voluntary program managed entirely by Company, and certification may include water and energy conservation, pollution prevention, and reduction of toxic substances in the workplace. Businesses certified will be honored by Company at a City Council Meeting.

## **ARTICLE 6 COMPANY COMPENSATION AND RATES**

### **6.1 General**

Company will perform the responsibilities and duties described in this Agreement in consideration of the right to receive compensation for services. Company Compensation provided for in this Article shall be the full, entire and complete compensation due to Company pursuant to this Agreement for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, Disposal, Recycling, processing, transfer, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

### **6.2 Initial Rates**

The rates for the Rate Year ending December 31, 2020 shall not exceed those set forth in Exhibit 2 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Company. Company has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Company Compensation. Unless and until the maximum rates set forth on Exhibit 2 are adjusted, Company will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 2, except as provided herein in this Article 6.

### **6.3 Schedule of Future Adjustments**

Subject to the limitations set forth in Proposition 218 and Government Code Section 53756, beginning with Rate Year 2 (January 1, 2021 to December 31, 2021) and for all subsequent Rate Years, Company or City may request an annual adjustment (increase or decrease) to the maximum rates shown in Exhibit 2, excepting that Company shall be entitled to those automatic adjustments in rates as provided in Section 6.4.2 hereof without notice or approval of the City so long as such adjustments are implemented in compliance with Government Code Section 53756. For all inflationary adjustments extending beyond those set forth in Section 6.4.2, the Company shall submit its request in writing, to be received by City in person or via certified mail, by October 1 of the same year based on the method of adjustment described in Section 6.4. Failure to submit a written request by October 1, shall result in Company waiving the right to

request such an increase for the subsequent year. If in any year, the Company does not request the annual adjustment, and the adjustment would have been a decrease, the next year's adjustment will be offset to the extent of the waived decrease or the City may choose to notify the Company that it will implement the decrease.

## **6.4 Method of Adjustments**

### **6.4.1 General**

Pursuant to Section 6.3, Company may request an annual adjustment to the Total Rate according to the formula shown in Exhibit 3, subject to review and approval of the City and the terms and conditions of Proposition 218 and Government Code Section 53756. All future adjustments to be effective January 1 shall be based on the rates described in the Company's Proposal.

#### **6.4.1.1 Compliance with Proposition 218**

To the extent applicable, adjustments and/or increases to the maximum rates, including annual requests under Section 6.3, extraordinary request under Section 6.5 and any other request for rate increases, are strictly subject to the assent of the City and compliance with Proposition 218 and Government Code Section 53756. The City intends to comply with all Applicable Laws, (including without limitation Proposition 218 to the extent the City maintains the position that Proposition 218 is applicable to the services provided under this Agreement), concerning the setting of adjustments to the maximum rates under this Agreement.

In the event of a rate adjustment, Company is required to mail Proposition 218 notices to all Customers. Company is responsible for all costs incurred for copying and mailing of notices.

#### **6.4.1.2 Indemnification**

Company shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigations, and administration) and costs or losses of any kind whatsoever paid, imposed upon,

endured or suffered by or assessed against Company or any of the indemnitees resulting in any form from the City's establishing maximum rates for service under this Agreement or in connection with the application of California Constitution Articles XIII C and Article XIII D to the imposition, payment or collection of rates and fees for services provided by Company under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any portion of the rates that is not associated with Company's costs in providing service, such as governmental fees, Franchise Fees or charges, nor shall it apply to any loss arising directly from the negligence of City, its officers and employees. Nothing herein is intended to imply that California Constitution Articles XIII C or XIII D, apply to the setting of rates for the services provided under this Agreement, rather this Section is provided merely to allocate risk of loss between the Parties.

#### **6.4.1.3 No Waiver of City Council Discretion at Hearings**

With respect to all matters submitted to the City Council or other administrative decision-making body for hearing, this Agreement does not waive or limit the City's police powers (which police powers the parties acknowledge cannot be contractually waived) nor does anything in this Agreement waive or limit the exercise of discretion inherent to the City Council or other administrative decision-making body. However, the City will warrant that requests for rate adjustments will be heard and considered in the exercise of good faith on the part of the City. The City's decision on matters submitted to a public hearing will be made at or after the public hearing, not beforehand. While Company's failure to comply with the terms hereof could be a default leading to termination of this Agreement, in no case will City's failure to approve any items submitted to it for hearing (per Section 6.3 or otherwise) be a default hereunder, and, subject to the requirements of due process, City bears no liability to Company for any damages suffered by Company as a result of a hearing outcome.

#### **6.4.1.4 Proposition 218 Protest Contract Remedy**

If an annual rate adjustment requested in accordance with Section 6.3 is verified for accuracy by the City and not implemented solely as a result of a 50% protest in accordance with Proposition 218, Company may either: 1) accept that the rate will remain at the rates in effect prior to the requested rate increase, or 2) submit in writing to the City its intent to terminate the Agreement. A request to terminate the Agreement under this section would require a two-year advance written notice and must be

submitted within 90 days of the denial of the rate increase request as a result of the 50% protest. This right to terminate does not apply to rate adjustments requested under Section 6.5 or any other section of this Agreement, or for any other reason other than requests under Section 6.3.

#### **6.4.2 Rate Adjustment Calculation**

Subject to the conditions and limitation of Proposition 218 and Government Code Section 53756, the approved Company Compensation shall be based on the percentage change in the average annual published Consumer Price Index (“CPI”), for Trash and Garbage Collection (CUUR0000SEHG02), U.S. City average, as published by the United States Department of Labor, Bureau of Labor Statistics, between the 12 months ended June prior to the Rate Year anniversary date, and the 12 months ended the prior June. For example, for the first rate increase effective January 1, 2021, the change in indices shall be measured as the percentage change from the average of the monthly indices for 12 months ending June 2019 to the average of the monthly indices for the 12 months ending June 2020. An example calculation is included in Exhibit 3B. If the index is discontinued, an alternative index must be approved by the City Manager.

If the rate adjustment calculation is calculated to be 0% or less, there shall be no changes to charges and rates during the Rate Year corresponding the rate adjustment calculation. In the case of a calculated rate decrease, the amount of such decrease shall be carried forward as an offset to future rate increases.

#### **6.5 Extraordinary Adjustments**

Subject to the conditions and limitations in Proposition 218 and Government Code Section 53756, Company or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 6.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in Recyclable Materials processing costs or, changes in the market value of Recyclable Materials from the values assumed in Company’s Proposal, inaccurate estimates by the Company of its proposed cost of operations, unionization of Company’s work force, or change in wage rates or employee benefits. Company may request an extraordinary adjustment based on changes in a direct per ton fee assessed at the Disposal Site by federal, State or local regulatory agencies after the Effective Date. Extraordinary rate adjustments shall only be effective after approval by City Council,

may not be applied retroactively, and shall undergo a majority protest process under Proposition 218 if such adjustments increase rates above those currently in effect.

For each request for an adjustment to the maximum rates that Company may charge Customers brought pursuant to this section Company shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Company in preparing the estimate. Company shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement.

Company shall provide to City a report of its annual revenues and expenses for the services provided in the City prepared by a Certified Public Accountant or a licensed public accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant or licensed public accountant shall be entirely independent of the Company and shall have no financial interest whatsoever in the business of the Company. City shall have right to audit this information in connection with the City's review of Company's rate adjustment request. City shall review the Company's request and, in City's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City's approval of an extraordinary rate adjustment request made in response to a change in the City of Lawndale's Municipal Code shall not be unreasonably withheld. City may consider increases or decreases in the Company's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.11.

## ARTICLE 7

### REVIEW OF SERVICES AND PERFORMANCE

#### 7.1 Performance Hearing

City may hold a public hearing on or about the two-year anniversary of the start of this Agreement, and each 12 months thereafter, at which time Company shall be present and shall participate, to review the Solid Waste Collection, source reduction, processing and other Diversion services and overall performance. The purpose of the hearing is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy.

Forty-five (45) days after receiving notice from City of a Solid Waste Services and Performance Review Hearing, Company shall, at a minimum, submit a report to City indicating the following:

- a) Changes recommended and/or new services to improve City's ability to meet the Recycling/waste Diversion goals.
- b) Any specific plans and proposed costs for provision of changed or new services by Company.
- c) Results of the most recent route audit as described in Section 4.12.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review. Company may submit other relevant performance information and reports for consideration. City may request Company to submit specific information for the hearing. In addition, any Customer may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.

Topics for discussion and review at the Solid Waste Services and Performance Review Hearing shall include, but shall not be limited to, services provided, route audit results feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives

for meeting or exceeding AB 939's goals, regulatory constraints and Company performance. City and Company may each select additional topics for discussion at any Solid Waste Services and Performance Review Hearing.

Not later than sixty (60) days after the conclusion of each Solid Waste Services and Performance Review Hearing, City may issue a report. As a result of the review, City may require Company to provide expanded or new services within a reasonable time and for reasonable rates and compensation and City may direct or take corrective actions for any performance inadequacies.

## **7.2 Performance Satisfaction Survey**

Company will conduct a survey at Company's expense at request of City or in preparation for this hearing, but not more than once every two years. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by the Company. Survey will be distributed to a minimum of 10% of Residential Customers and 10% of Commercial Customers, selected at random. Company will prepare separate Residential and Commercial Customer surveys and will seek City approval of survey content and format prior to distribution and will incorporate City content, if City requests. Survey results must be made available to the City 30 days prior to hearing.

## ARTICLE 8

### RECORDS, REPORTS AND INFORMATION REQUIREMENTS

#### 8.1 General

Company shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Company agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Company in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

#### 8.2 Records

##### 8.2.1 General

Company shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Company will notify City 90 days before destroying records.

Company agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years. City may review or utilize any of the records described in this section for any purpose whatsoever.

### **8.2.2 Financial Records**

Financial records shall be maintained and expense and revenue information for City shall be segregated from other areas served by Company.

Where the allocation of expenses or revenues to various categories of Customers is required to develop equitable rates that reflect the cost of service, Company shall segregate such expenses and revenues.

Company shall maintain at least the following records:

- Audited financial statements for Company or, if a guarantee was provided, for the parent company guarantor as a whole;
- Financial statements (compiled, reviewed or audited) of revenue and expense for this Agreement segregated from the other operations of Company (including without limitation those operations of Company in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

### **8.2.3 Solid Waste Records**

Records shall be maintained by Company for City relating to:

- Customer services and Billing;
- Tons Collected, processed, Diverted and disposed by waste stream (Refuse, Recycling, Organic Materials), by Customer type (Cart, Residential Bin, Commercial and Roll-off Box) and Facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or landfill) where such material was taken (Residential Bin versus Commercial Bin tonnage may be estimated based upon Container distribution or other method approved by City);
- Quantity of Recyclable Materials recovered by material type;
- Bulky Item results including tons disposed and Diverted;

- Annual cleanup event results, including tons disposed and Diverted;
- Routes;
- Facilities, equipment and personnel used;
- Facilities and equipment operations, maintenance and repair;
- Number of Refuse, Recycling and Organic Material Company-owned Containers in service;
- Complaints; and,
- Missed pickups.

Company shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service for inspection by City upon request. Company may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of Franchise Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

#### **8.2.4 CERCLA Defense Records**

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Company shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City. Company agrees to notify City's Risk Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

### **8.2.5 Disposal Records**

Company shall maintain records of Disposal of all Solid Waste Collected in City for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Company discontinues providing Solid Waste services to City, Company shall provide all records of Disposal or processing of all Solid Waste Collected in City within thirty (30) days of discontinuing service. Records shall be in chronological and organized form and readily and easily interpreted.

### **8.2.6 Other Programs' Records**

Records for other programs shall be tailored to specific needs. In general, they shall include:

- a) Plans, tasks, and milestones; and,
- b) Accomplishments in terms such as dates, activities conducted, quantities of products used, produced or distributed, and numbers of participants and responses.

### **8.2.7 Cost of Audit**

City may conduct an audit of Company at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- Compliance with terms of this Agreement;
- Customer service levels and Billing;
- Fee payments;
- Receipts;
- Tonnage;
- Complaint log;
- Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics Recycling, and SB 1383; and,
- Verification of Diversion rate.

The first audit, to be performed during 2021, will be based on the Company's reports and records for calendar year 2020. Audits will be performed every other year thereafter (the biennial audit). Company will reimburse to the City the cost of such audits up to \$70,000 for the first audit, and \$45,000 for each subsequent biennial audit in 2020 dollars. The \$45,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.21.

Should an audit by the City disclose that Franchise or other fees payable by the Company were underpaid by three percent (3%) or more, or that more than 2% of the Customers were inaccurately billed, for the period under review, Company shall pay for additional audit costs, if City determines it is necessary to expand the scope of the audit.

### **8.2.8 Payments and Refunds**

Should an audit by the City disclose that the Franchise Fees payable by the Company were underpaid or that Customers were overcharged for the period under review, Company shall pay to City any underpayment of Franchise Fees and/or refund to Company's Customers any overcharges within thirty (30) days following the date of the audit. Should an audit disclose that Franchise Fees were overpaid, City shall refund to Company the amount of the overpayment within the same time frame.

## **8.3 Reports**

### **8.3.1 Report Formats and Schedule**

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed, at no additional charge. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- a) Determine and set rates and evaluate the efficiency of operations;
- b) Evaluate past and expected progress towards significantly exceeding AB 939 goals and objectives;
- c) Determine needs for adjustment to programs; and,
- d) Evaluate Customer service and complaints.

Company may propose report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Company agrees to submit all reports on computer discs or by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Company will provide a certification statement, under penalty of perjury, by an authorized Company official, that the report being submitted is true and correct.

Monthly reports shall be submitted within 20 calendar days after the end of each month. Quarterly reports shall be submitted within 20 calendar days after the end of the calendar quarter. If requested, Company's complaint summary, shall be sent to the Project Manager within five days of request. Annual reports shall be submitted before January 31 following the reporting year.

All reports shall be submitted electronically to City, as directed, and to:

City Manager (or designated representative)  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

### **8.3.2 Monthly Reports**

The information listed shall be the minimum reported:

- a) Solid Waste Collected by Company for each month, sorted by type of solid Waste (Refuse, Recyclable Materials and Organic Materials) and type of Customer (Residential, Multi-Family, Commercial or Roll-off) in tons, and the facilities where the tons were processed or disposed. Bulky Waste items shall be separately reported.
- b) Materials Recovered. Statement showing kinds of material and quantity sold (in tons).
- c) Warning notices issued for contaminated Recyclable Materials and Organic Materials Containers.
- d) Commercial tons processed and recovered through Commercial Mixed Waste Processing.
- e) HHW Collected.

### **8.3.3 Quarterly Reports**

The quarterly report should contain at a minimum the information required in the monthly report and the following:

- a) Copies of promotional and public education materials sent during the quarter.
- b) Commercial Recycling site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a Recycling program, in accordance with Section 4.2.2.1.
- c) List of Customers are required to participate in an Organic Material Recycling program per Public Resources Code Section 42649.81.
- d) List of Commercial and Multi-Family Customers that do and do not participate in an Organic Materials program, whether the Organic Materials program is provided by Company or another party, and whether the program is for Food Waste or Green Waste (such as a landscaper that composts or otherwise Diverts Organic Materials).
- e) Commercial and Multi-Family Customers participating in food recovery programs.
- f) Commercial and Multi-Family Customers using third-party Recycling.
- g) Additional information that may be requested by CalRecycle or City related to Recycling and Organic Materials programs.
- h) Other information or reports that City may reasonably request or require.

### **8.3.4 Annual Report**

The Annual Report is to be essentially in the form and content of the monthly and quarterly reports combined, but shall also include:

- a) A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- b) Results of route audits.
- c) Number of routes and route hours per day by type of service.
- d) General information about Company, including a list of officers and members of its board of directors, most recent annual report and other periodic public

- financial reports of Company and its subsidiaries and Affiliates, and of other entities that may perform services under this Agreement, as City may request.
- e) Copy of Hazardous Materials Diversion records showing types and quantities, if any, of Hazardous Materials that were inadvertently Collected, but Diverted from landfilling.
  - f) Copies of all public education and outreach distributed during the reporting year including the date of distribution.
  - g) A narrative summary of all City-sponsored, civic, and school events attended.

### **8.3.5 Financial Report**

The City may, at City's option, request the Company's audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Company's internally prepared supplemental statement of income and expenses related specifically to City of Lawndale operations, for the most recently completed fiscal year in connection with any extraordinary rate adjustment request, Billing audit, Franchise Fee audit, or verification of other information required under this Agreement. Such audit may request review or copying of financial statements maintained by Company, which may include, without limitation, comparative balance sheets, comparative operating statements, statements of changes in investments in property and equipment, statements of source and application of funds, and a statement of any changes in Company's equity, in which shall be set forth the names of principal officers and stockholders of the corporation, income statements for local hauling operations, profit/loss statements for local hauling operations, any other documents that may reasonably be requested by a certified public accountant.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Company as a direct cost of service. In addition, Company shall provide to City the supplemental schedule on a compiled basis showing Company's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

At City's request, Company shall provide City with copies of working papers or other documentation deemed relevant by City relating to information shown in the disclosure letter. The disclosure letter shall be provided to City.

#### **8.4 Reporting Adverse Information**

Company shall provide City two copies (one to the City Manager, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Company's performance of services pursuant to this Agreement, submitted by Company to, or received by Company from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, State or local agency, including any federal or State court. Copies shall be submitted to City simultaneously with Company's filing or submission of such matters with said agencies. Company's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

#### **8.5 Right to Inspect Records**

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Company or its related party entities that City shall deem, in its sole discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Company's performance provided for in this Agreement. Company shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and holidays included in Section 4.5.1) of receiving written notice from the City requesting the same.

#### **8.6 Failure to Report**

The refusal or failure of Company to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Company in such report shall be deemed a material breach of the Agreement as described in Section 11.1 and shall subject Company to all remedies which are available to the City under the Agreement or otherwise.

## **8.7 Public Records.**

All reports made to the City pursuant to this Agreement shall be deemed public records for purposes of the City's use, any litigation, and public records requests made pursuant to the California Public Records Act (Statutes of 1968, Chapter 1473; currently codified as California Government Code §§ 6250 through 6276.48).

## ARTICLE 9

### INDEMNIFICATION, INSURANCE AND BOND

#### 9.1 Indemnification

Without regard to the limits of any insurance coverage, Company agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, boards, agents and employees against any and all fines, response costs, assessments, actions, suits (in law or equity), injunctive relief, claims, damages to Persons or property, losses, costs penalties, obligations, errors, omissions or liabilities of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) ("claims or liabilities") that may be asserted or claimed by any Person, firm or entity arising out of or in connection with (i) violations of the California or U.S. Constitution, AB 939 and related Solid Waste Handling laws, any laws related to Hazardous Materials, and any other federal, State or local statutes or regulations, or municipal ordinances, which arise from or challenge any validity of, or relate to the award and implementation of, this Agreement; (ii) the negligent performance of, or failure to perform, the work or services of Company, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Company hereunder, or arising from Company's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of the City, its representatives, officers, agents or employees, and (iv) the acts of Company, its officers, employees, agents, Companies and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law. The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the City's negligence, but shall not extend to such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

**A.** Company will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Company will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Company hereunder; and Company agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C. In the event the City, its officers, agents or employees is made a party to any action or proceeding for claims or liabilities arising out of or in connection with the issues identified in this Section 9.1, Company agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Company's obligations hereunder shall survive the termination or expiration of this Agreement.

**THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

## **9.2 Hazardous Material Indemnification**

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Company specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Company that:

1. results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any

Hazardous Contaminant (as defined herein); or

2. relates to material Collected, transported, recycled, processed, treated or disposed of by Company.

**B.** Company's obligations pursuant to this section shall apply, without limitation, to:

1. any Claims brought pursuant to or based on the provisions of any Environmental Law;

2. any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Company of any Facility;

3. any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Company;

4. any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

**C.** The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Company or any Affiliate of Company.

**D.** For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

**E. THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

### **9.3 AB 939 Indemnification and Guarantee**

Company unconditionally guarantees compliance with the requirements AB 939 as amended from time to time. Company shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Company shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Company agrees to perform the following obligations at its cost and expense:

**A.** Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Company fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

**B.** Assist City in preparing for, and participating in, the CalRecycle's biannual review of the City's source reduction and Recycling element pursuant to Public Resources Code Section 41825;

**C.** Assist City in responding to inquiries from the CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

**D.** Defend, with counsel acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Company's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;

**E.** In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

### **9.4 Insurance**

City does not, and shall not, waive any rights against Company which it may have by reason of the aforesaid defense and hold harmless agreements, because of acceptance by

City or the deposit with City by Company of the insurance policies described in this provision.

**A. Minimum Scope of Insurance.** Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

**B. Minimum Limits of Insurance.** Company shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Five Million Dollars (\$5,000,000) combined single limit per occurrence for bodily injury, Personal injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
2. Automobile Liability: Five Million Dollars (\$5,000,000) combined single limit per accident for bodily injury and property damage. Such limits can be achieved through a combination of primary and excess liability policies.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

**C. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by City, which approval shall not be unreasonably withheld. If, in the reasonable opinion of City, Company does not have sufficient financial resources to protect City from exposure with respect to any deductibles or self-insured retentions, at the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects City, its officials, employees and agents; or Company shall procure a bond guaranteeing

payment of losses and related investigations, claim administration and defense expenses.

**D. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a) City, its elective and appointive boards, commissions, officials, employees, agents and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Company; Premises owned, leased or used by Company; or vehicles owned, leased, hired or borrowed by Company. The coverage shall contain no special limitations on the scope of protection afforded to City, its elective and appointive boards, commissions, officials, employees, agents or volunteers.
  - b) Company's insurance coverage shall be primary insurance as respects City, its elective and appointive boards, commissions, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by City, its officials, elective and appointive boards, commissions, employees, agents or volunteers shall be excess of Company's insurance and shall not contribute with it.
  - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, elective and appointive boards, commissions, employees, agents or volunteers.
  - d) Coverage shall state that Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage - The insurer shall agree to waive all rights of subrogation against City, its officials, elective and appointive boards, commissions, employees, agents and volunteers for losses arising from work performed by Company for City.

3. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

**E. Scope of Coverage.** All of the above policies of insurance shall be primary insurance and shall name the City, its electives and appointive boards, commissioners, officials, officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its electives and appointive boards, commissioners, officials, officers, employees, agents, and their respective insurers. In the event any of said policies of insurance are cancelled, Company shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 9.4 to the City.

**F. Acceptability of Insurers.** The insurance policies required by this section shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

**G. Verification of Coverage.** Simultaneously with the execution of this Agreement, Company shall furnish City with certificates of insurance evidencing the coverage required herein, in form and substance satisfactory to City. The certificates for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. No work under this Agreement shall commence until Company has provided City with the Certificate(s) of Insurance or appropriate insurance binder(s) evidencing the required insurance coverage and said Certificate(s) of Insurance or binder(s) are approved by the City, which appraisal shall not be unreasonably withheld. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City throughout the term of the Agreement.

**H. Companies and Subcontractors.** Company shall include all Companies and Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Company and Subcontractor. All coverages for Companies and Subcontractors shall be subject to all of the requirements stated herein.

**I. Required Cancellation Notices:**

1. The certificate of insurance for the Workers' Compensation policy shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

2. The certificate of insurance for the Public Liability policy shall contain endorsements in substantially the following form:

- a) "Thirty (30) days prior written notice shall be given to City in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager  
City of Lawndale  
14717 Burin Avenue  
Lawndale, CA 90260

- b) "City, its officers, elective and appointive boards, commissions, employees, and agents are additional insureds on this policy."
- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Company. This policy shall protect Company and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Company's liability as set forth in the policy beyond the amount shown or to which Company

would have been liable if only one party had been named as an insured."

Renewal certificates will be furnished periodically to City to demonstrate maintenance of the required coverage throughout the Term.

**J. Other Insurance Requirements**

1. In the event any services are delegated to a Company or Subcontractor, Company shall require such Company or Subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Company or Subcontractor's employees engaged in the work in accordance with this Section 9.4. The liability insurance required by this Section 9.4 shall cover all Company or Subcontractors or the Company or Subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 9.4.
2. Company shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Company from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Company or any Company or Subcontractor on account of any occurrence related to this Agreement, Company shall promptly report the facts in writing to the insurance carrier and to City.

If Company fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Company's expense, such insurance as it may deem proper and deduct the cost thereof from any moneys due Company.

**9.5 Faithful Performance Bond**

Within fifteen (15) days of the execution of this Agreement, Company shall deliver to City a performance bond in the sum of the amount of Two Hundred and Fifty Thousand Dollars (\$250,000), similar to the form provided in Exhibit 5, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original

notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force (through annual renewals) until released in accordance with Section 9.9.

#### **9.6 Faithful Performance Letter of Credit**

In addition to a faithful performance bond as noted in Section 9.5 above, Company shall furnish an irrevocable letter of credit in the amount of two-hundred and fifty thousand dollars (\$250,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement (the "LOC"). The LOC shall be the sole responsibility of Company, and shall remain in force until released in accordance with Section 9.9. Alternatively, Company may furnish an irrevocable letter of credit in the amount of five-hundred thousand dollars (\$500,000) in lieu of the separate letter of credit of \$250,000 and separate performance bond of \$250,000 described in Section 9.5.

#### **9.7 Forfeiture of Performance Bond**

In the event Company shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond which is necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the performance bond, Company shall restore the performance bond to its face amount within 30 days of the City's declaration. Failure to restore the performance bond to its full amount within 30 days shall be a material breach of the Agreement.

#### **9.8 Forfeiture of Letter Of Credit**

Thirty (30) days following City providing Company with written notice of its failure to pay City any amount owing under this Agreement, City may draw upon the LOC for purposes including, but not limited to:

- a. Payment of sums due under the terms of this Agreement which Company has failed to timely pay to City
- b. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Company, including but not limited to the liquidated damages

described in Section 11.4.

City may draw upon the entire LOC and convert it to a cash deposit if Company fails to cause the LOC to be extended or replaced with another satisfactory letter of credit no later than 60 days prior to its expiration during the term hereof.

#### **9.9 Performance Security Beyond Service Term**

Some Agreement requirements extend beyond the Term of this Agreement and will not be substantiated until after the final service date. Therefore, the Company shall not terminate the performance bond or letter of credit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. City will provide such a release when City, in its reasonable judgment, is fully satisfied that all requirements have been met. However, permission from the City to discontinue holding these performance securities does not relieve Company of payments to the City that may be due, or may become due.

## ARTICLE 10

### CITY'S RIGHT TO PERFORM SERVICE

#### 10.1 General

In the event that Company, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, process, transport or dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and holidays listed in Section 4.5.1, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Company during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Company; and/or (2) to take possession of any or all of Company's land, equipment and other property used or useful in the Collection and transportation of Solid Waste, and to use such property to Collect and transport any Solid Waste generated within City which Company would otherwise be obligated to Collect, transport and properly dispose of or process pursuant to this Agreement.

Notice of Company's failure, refusal or neglect to Collect, transport and properly dispose of or process Solid Waste may be given orally by telephone to Company at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Company within one business day, excluding Saturday, Sunday and holidays listed in Section 4.5.1 of the oral notification.

Company further agrees that in such event:

**A.** It will take direction from City to affect the transfer of possession of equipment and property to City for City's use, or for use by any Person or entity designated by the City.

**B.** It will, if City so requests, keep in good repair and condition all of such equipment and property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.

C. City may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, including, if City so desires, employees previously or then employed by Company, Company further agrees, if City so requests, to furnish City the services of any or all management or office personnel employed by Company whose services are necessary or useful for Solid Waste Collection, transportation, processing and Disposal operations and for the Billing and Collection of fees for these services.

City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by any of the reasons listed in Section 11.5, City shall pay to Company the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Company has rendered bills in advance of service, for the class of service involved.

## **10.2 Temporary Possession of Company's Property**

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 11.5), City may take possession of and use all of Company's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

## **10.3 Billing and Compensation to City During City's Possession**

During such time that City is providing Solid Waste services, as above provided, Company shall bill and Collect payment from all users of the above-mentioned services as described in Section 5.1. Company further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City beyond that billed and received by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Company under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Company of each statement listing such costs and expenses, but in no event later than five (5) working days from and after each such submission.

#### **10.4 City's Right to Relinquish Possession**

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Company and thereupon demand that Company resume the Solid Waste services as provided in this Agreement, whereupon Company shall be bound to resume the same.

#### **10.5 City's Possession Not A Taking**

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article (1) does not constitute a taking of private property for which compensation must be paid, (2) will not create any liability on the part of City to Company, and (3) does not exempt Company from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Company is not required to indemnify the City against claims and damages arising from the sole negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

#### **10.6 Duration of City's Possession**

City's right pursuant to this Article to retain temporary possession of Company's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Company, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Company's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Company.

## ARTICLE 11

### DEFAULT, REMEDIES AND LIQUIDATED DAMAGES

#### 11.1 Events of Default

Company's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Company's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Company include, but are not limited to, the following:

**A. Fraud or Deceit or Misrepresentation.** If the Company engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

**B. Insolvency or Bankruptcy.** If Company becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

**C. Failure to Maintain Coverage.** If Company fails to provide or maintain in full force and effect the Workers' Compensation, liability, or indemnification coverage as required by this Agreement.

**D. Violations of Regulation.** If Company violates any orders or filings of any regulatory body having jurisdiction over Company relative to this Agreement, provided that Company may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Company is entered.

**E. Suspension or Termination of Service.** If Company ceases to provide all or a portion of the Collection, processing or Recycling services, or any other Solid Waste Handling Services as required under this Agreement, if not excused pursuant to Section 11.5, for a period of two (2) consecutive days or more, for any reason within the control of Company.

**F. Failure to Pay.** If Company fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for

in the Agreement.

**G. Failure to Cooperate with Audits.** Failure to complete, perform or cooperate with any audit as described by this Agreement.

**H. Failure to Submit Reports or Documentation.** Failure to complete or to provide required reports or documents to City as required by this Agreement.

**I. Acts or Omissions.**

A. Any act or omission by Company relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Company. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Company cannot reasonably correct or remedy the breach within the time set forth in such notice, if Company should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Company.

B. Any situation in which Company or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Company. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty as well as any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

**J. False or Misleading Statements.** Any representation or disclosure made to City by Company in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this

Agreement.

**K. Attachment.** The seizure of, attachment of, or levy on, the operating equipment of Company, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

**L. Failure to Provide Assurance of Performance.** If Company fails to provide reasonable assurances of performance as required under Section 11.7.

**M. Commingling of Recyclable Materials With Refuse/Landfilling of Recyclable Materials.** If Company negligently or willfully empties Containers of properly set out Recyclable Materials or Organic Materials into a Refuse load, or transports a load of Recyclable Materials or Organic Materials to a landfill or other location at which the material will not be Diverted from landfilling.

**N. Diversion Requirement.** If Company does not reach Diversion requirement of 40% of all tonnage Collected by Company under this Agreement per Section 4.2.6 for two consecutive calendar years or fails to make reasonable efforts to assure that Recyclable Materials are transported, handled and processed at a suitable Facility, so as to maximize Diversion credits for the City.

Company shall have two business days, excluding Saturdays, Sundays and holiday included in Section 4.5.1, from the time it is given notification by City to cure any default arising under subsections E, F, G, H, K, L and M provided, however, that City shall not be obligated to provide Company with a notice and cure opportunity if the Company has committed the same or similar breach within a twenty-four (24) month period. It is expressly understood that Company is not entitled to receive notice of default, or to cure such default, with respect to those matters listed in subsections A, B, C, D, I, J and N above.

For other actions not listed above, or included in 11.2 below, City will provide Company with a written notice setting forth the nature of the breach or failure and the actions, if any, required by Company to cure such a breach or failure. Company shall be deemed in default where: (1) breach or failure can be cured but Company fails to cure within thirty (30) days.

## **11.2 Criminal Activity of Company**

Should the Company or any of its officers, directors or employees be found guilty of felonious conduct related to the performance of this Contract, or of felonious conduct related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Company has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Company or any of Company's officers, directors or employees is guilty and any admission of guilt by Company or any of Company's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain. If the Agreement is terminated pursuant to the above, such termination shall not occur if, within six months after City determines to terminate, the Company completes a transfer of its contract rights and obligations to an individual or entity acceptable to the City pursuant to this Agreement.

## **11.3 Notice, Hearing and Appeal of Company Breach.**

Upon a default by Company, City may, at its discretion, provide Company with a written notice of intent to terminate this Agreement that includes the following:

- a. A description of the evidence upon which the decision to terminate is based
- b. That Company has a right to a hearing prior to the City's termination of the Agreement

This hearing is to be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At this hearing Company shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at this hearing, the Council may, by adopted resolution, act as follows:

1. Decide to terminate this Agreement; or,

2. Determine that Company is innocent of a default and, accordingly, dismiss the Termination Notice of any charges of default; or,
3. Impose conditions on a finding of default and a time for cure, such that Company's fulfillment of said conditions will waive or cure any default.

This right of termination is in addition to any other rights of City upon a failure of Company to perform its obligations under this Agreement.

City's right to terminate this Agreement and to take possession of Company's Facility are not exclusive, and City's termination of this Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which City may have, including without limitation the provision for Liquidated Damages in Section 11.4 below.

By virtue of the nature of this Agreement, the urgency of timely continuous and high-quality service, the time required to effect alternative service, and the rights granted by City to Company, the remedy of damages for a breach hereof by Company is inadequate and City shall be entitled in injunctive relief.

#### **11.4 Liquidated Damages**

**A. General.** City finds, and Company agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Company of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

**B. Service Performance Standards; Liquidated Damages for Failure to Meet Standards.** The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Company's representations as to its quality of service commitment in entering this Agreement. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if Company fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default under this Article 11, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. 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 has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Company  
Initial Here \_\_\_\_\_

City  
Initial Here \_\_\_\_\_

Company agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

1. Collection Reliability
  - a) For each failure to commence service to a new Customer account within seven (7) days after order: \$100.00 per occurrence
  - b) For each failure to Collect Solid Waste, which has been properly set out for Collection: \$100.00 per occurrence
  - c) For each failure to correct and Collect a missed service within twenty-four (24) hours of notice of the missed service: \$100.00 per occurrence;

each additional twenty-four (24) hour period: \$50.00 per occurrence.

2. Collection Quality

- a) For failure to properly return empty Containers to avoid pedestrian or vehicular traffic impediments or to place Containers upright which exceeds ten (10) Containers annually: \$50.00 per Container
- b) For each occurrence of excessive noise or discourteous behavior: \$100.00 per occurrence
- c) For each occurrence of Collecting Solid Waste during unauthorized hours: \$100.00 per occurrence
- d) For each occurrence of damage to private property which exceeds five (5) such occurrences annually: \$100.00 per occurrence
- e) For each failure to clean up Solid Waste spilled from Solid Waste Containers within ninety (90) minutes: \$100.00 per occurrence

3. Customer Responsiveness

- a) For each failure to initially respond to a Customer complaint within one (1) business day (excluding Saturday, Sunday and holidays listed in Section 4.5.1), and for each additional day in which the complaint is not addressed, which exceed five (5) annually: \$50.00 per day
- b) For each failure to process Customer complaints as required by Article 5, which exceed five (5) annually: \$50.00 per occurrence
- c) For each failure to record a response to a Customer complaint or request within twenty-four (24) hours of resolution: \$100.00 per occurrence;  
For each additional twenty-four (24) hour period: \$50.00 per occurrence
- d) For each failure to carry out responsibilities for establishing service to an individual resident: \$100.00 per occurrence
- e) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City

or Customer: \$ 50.00 per day  
For each additional day problem not resolved: \$25.00 per day.

- f) For each failure to repair or replace a damaged or missing Container within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 4.5.1) of request from City or Customer: \$ 50.00 per day
- g) For each failure to process a claim for damages within thirty (30) days from the date submitted to Company: \$100.00 per occurrence
- h) For every Recycling Cart or Organic Materials Cart Collected as Refuse without issuing a Warning Notice per Section 4.2.3 which exceeds ten (10) Carts annually: \$50 per Cart
- i) For each failure to issue a Warning Notice to a Container or materials not Collected due to improper set out which exceeds ten (10) such occurrences annually: \$100 per day per occurrence

4. Remittance of City Fees

- a) For each failure to remit City fees by the twentieth (20) of the month following each calendar quarter: \$100 per day per occurrence

5. Timeliness of Submissions to City

Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

- a) Monthly Reports: \$50 per day
- b) Quarterly Reports: \$50 per day
- c) Annual Reports: \$100 per day

6. Accuracy of Billing

- a) Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually: \$25 per invoice not to exceed \$2,500 per Billing run

- b) For each instance or invoice in which Company imposes a special service fee not in accordance with the Approved Rate Schedule and not approved in advance in writing by City, or not requested by the Service Recipient which exceeds ten (10) such occurrences annually:

\$50 per occurrence

- c) Failure to provide a Customer with a response, including an explanation and/or correction, to a Billing complaint within seven (7) working days from the complaint:

\$100.00 per occurrence;

Each additional day response not provided: \$50.00

7. Public Education and Outreach

- a) For each day that the Public Education and Outreach requirements contained in Section 5.3 are not adhered to after written notice provided to Company and Company does not cure within 30 days: \$100/day

8. Cooperation with Service Provider Transition

- a) For each day routing information requested by City in accordance with Section 12.9 is received after City-established due dates, both for preparation of a request for proposals and for new service provider's implementation of service : \$1,000/day
- b) For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new service provider servicing Customers with access issues, as described in Section 12.9: \$1,000/day
- c) For delay in not meeting the requirements contained in Section 12.9 in a timely manner, in addition to the daily liquidated damages for breach under 8(a) and 8(b) above, liquidated damages of: \$20,000

9. Diversion Efforts

For each calendar year (January 1, 2020 to December 31, 2020 considered the first calendar year) in which Company fails to provide support to the City within

thirty (30) days of year-end, documenting that it Diverted at least 40% of the Solid Waste Company Collected under this Agreement per Section 4.2.6:

\$25 for each ton below tonnage level necessary to meet 40% Diversion goal

10. General Contract Adherence

For each day that Company fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met: \$100.00/day

City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints.

Prior to assessing liquidated damages, City shall give Company notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Company may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Company may, within ten (10) days after receiving the notice, request a meeting with City. Company may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Company with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

**C. Amount.** City may assess liquidated damages for each calendar day or event, as appropriate, that Company is determined to be liable in accordance with this Agreement.

**D. Timing of Payment.** Company shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Company in default and terminate this Agreement pursuant to Section 11.1, or both.

## 11.5 Excuse from Performance

The parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by reason of floods, earthquakes, other natural disasters, war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the party claiming excuse from performance hereunder.

Labor unrest, including, but not limited to, strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Company's employees or directed at Company is excused from performance only to the extent that the following requirements are met:

- Company provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided during the period of labor unrest. The contingency plan is subject to City approval and Company shall amend the plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.
- Company shall meet all requirements of this plan or City may revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 11.1, 11.2 and 11.3, in which case Company is not excused from performance and Company shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events.

The party claiming excuse from performance shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

The interruption or discontinuance of Company's services caused by one or more of the events excused shall not constitute a default by Company under this Agreement. Notwithstanding the foregoing, however, if Company is excused from performing its full obligations under this Agreement for any of the causes listed in this section for a period of forty five (45) days or more, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, in which case the provisions relative to taking possession of Company's land, equipment and other

property and engaging Company's personnel in Article 10 and this Article 11 will apply.

#### **11.6 Notice, Hearing and Appeal of City Breach**

Should Company contend that City is in breach of this Agreement, it shall file with the City Manager a written request with City for an administrative hearing. Said request shall be made within ninety (90) days of the event or incident which allegedly gave rise to the breach. City shall notify Company of the time and date said hearing shall be held within thirty (30) days of receipt of Company's request. Company shall present its position and all relevant facts after City staff has made its presentation. Company shall be notified of City's ruling in writing within fourteen (14) days of the administrative hearing.

If Company is not in agreement with the ruling issued by City at the administrative hearing, it shall have the right to appeal this ruling to the City Council. This appeal shall be made in writing to City no later than fourteen (14) days after receipt of the administrative hearing ruling. City shall notify Company of the time and date the City Council will review Company's allegation. Company shall present its position and all relevant facts after staff has made its presentation. Company shall be notified in writing within thirty (30) days of the City Council's ruling. Company understands and agrees that if it fails to timely and properly exhaust the administrative remedies set forth in this Section, it has no right of action or other claim against the City for breach of this Agreement or otherwise.

#### **11.7 Assurance of Performance**

City may, at its option and in addition to all other remedies it may have, demand from Company reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Company fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default.

## ARTICLE 12

### OTHER AGREEMENTS OF THE PARTIES

#### 12.1 Relationship of Parties

The parties intend that Company shall perform the services required by this Agreement as an independent Company engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent of Company shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Company shall have the exclusive control over the manner and means of conducting the Solid Waste Collection services performed under this Agreement, and all Persons performing such services. Company shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Company nor its officers, employees, Companies, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with City.

#### 12.2 Compliance with Law

In providing the services required under this Agreement, Company shall at all times, at its sole cost, comply with all Applicable Laws.

#### 12.3 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

#### 12.4 Jurisdiction

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the parties agree that this Agreement is made in and will be performed in Los Angeles County.

## 12.5 Assignment

Except as may be provided for in Article 10 (City's Right to Perform Service), neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section when used in reference to Company, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Company to a third party provided said sale, exchange or transfer may result in a change of control of Company; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which results in a change of ownership or control of Company; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Company's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Company.

Company acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Company to perform the services specified herein based on (1) Company's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Company's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Company to perform the services to be rendered by Company under this Agreement.

If Company requests City's consideration of and consent to an assignment, City may deny or approve such request in its complete discretion. No request by Company for

consent to an assignment need be considered by City unless and until Company has met the following requirements:

- a) Company shall undertake to pay City its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
- b) Company shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months);
- c) Company shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- d) A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Company's operations; and,
- e) Company shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the sale of operations conducted by Company under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, State or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with State, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with sound Solid Waste management practices in full compliance with all federal, State and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Company is in default at any time during the period of consideration.

## **12.6 Affiliated Companies**

Company's accounting records shall be maintained on a basis showing the results of Company's operations under this Agreement separately from operations in other locations, as if Company were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Company in other locations, or with those of an Affiliate.

If Company enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

## **12.7 Contracting or Subcontracting**

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City, which consent shall not be unreasonably withheld. No such consent shall be construed as making the City a party to such subcontract, or subject the City to liability of any kind to any subcontractor. Company shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All subcontractors shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Company shall remain otherwise liable for the full and complete performance of its obligations hereunder.

## **12.8 Binding on Assigns**

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the parties.

## **12.9 Transition to Next Company**

Prior to, and at, the end of the Term or in the event this Agreement is terminated for

cause prior to the end of the Term, Company shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services. Company's cooperation shall include, but not be limited to, providing both the City and subsequent Solid Waste enterprise with route lists, Billing information, lists of gate or other access codes and information needed for entry to service areas, Container placement areas by address, levels of service including any special needs or services required by each location, and other operating records needed to service all Premises covered by this Agreement. In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Company shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Company shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Company does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Company's Containers and seek cost reimbursement from Company through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Company shall, to the maximum extent feasible provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Company shall be responsible for coordinating transfer immediately after Company's final pickups, so as not to disrupt service. Company shall provide City with detailed route sheets containing service names and addresses, Billing names and addresses, monthly rate and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Company shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday and holidays listed in Section 4.5.1) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

Company to provide documentation of any Customer declining request to provide keys, security codes, and/or remote controls used to access garages and Bin enclosures.

### **12.10 Parties in Interest**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on any Persons other than the parties to it and their representatives, successors and permitted assigns.

### **12.11 Waiver**

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either party of any moneys which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

### **12.12 Company's Investigation**

Company has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

### **12.13 Condemnation**

City fully reserves the rights to acquire Company's property utilized in the performance of this Agreement, by purchase or through the exercise of the right of eminent domain. This provision is additive, and not intended to alter the rights of the parties set forth in Article 10.

### **12.14 Notice**

All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

If to City:                      City Manager  
   City of Lawndale  
   14717 Burin Avenue  
   Lawndale, CA 90260

If to Company:

General Manager

Consolidated Disposal Service, LLC

14905 South San Pedro Street

Gardena, California 90248

The address to which communications may be delivered may be changed from time to time by a written notice given in accordance with this section.

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

### **12.15 Representatives of the Parties**

References in this Agreement to the "City" shall mean the City Council and all actions to be taken by City shall be taken by the City Council except as provided below. The City Council may delegate, in writing, authority to the City Manager, and/or to other City employees and may permit such employees, in turn, to delegate in writing some or all of such authority to subordinate employees. Company may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

Company shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of Company in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Company. City may rely upon action taken by such designated representative as actions of Company unless they are outside the scope of the authority delegated to him/her by Company as communicated to City.

### **12.16 City Free to Negotiate with Third Parties**

City may investigate all options for the Collection, transporting, Recycling, processing and Disposal of Solid Waste for periods commencing after the expiration of the initial Term. Without limiting the generality of the foregoing, City may solicit proposals from Company and from third parties for the provision of Collection services, Disposal services, Recycling services, Organic Materials services and processing, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 11.1 of this Agreement.

### **12.17 Compliance with Municipal Code**

Company shall comply with those provisions of the municipal code of City which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

### **12.18 Privacy**

Company shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the Customer. This provision shall not be construed to preclude Company from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement so long as City maintains reports or records with Customer identification or confidential information in accordance with this section, in which case this section shall apply to City in the same manner to which it applies to Company.

### **12.19 Cooperation Following Termination**

At the end of the Term or in the event this Agreement is terminated prior to the end of the Term, Company shall cooperate fully with City and any subsequent Company to assure a smooth transition of Solid Waste management services. Company's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

### **12.20 Compliance with Immigration Laws.**

Company shall be knowledgeable of and comply with all local, State and federal laws which may apply to the performance of this Agreement. Company warrants and represents that all of its employees, including any and all prospective employees hired to perform services for the City under this Agreement and the employees of any subcontractor retained by the Company to perform a portion of the services under this

Agreement, are and will be authorized to perform the services contemplated by this Agreement in full compliance with all applicable State and federal laws, rules and regulations, including, but not limited to, the Immigration Nationality Act of 1952 (commencing with Section 1101 of Title 8 of the United States Code), and the Immigration Nationality and the Immigration Reform and Control Act of 1986 (commencing with Section 1324a of Title 8 of the United States Code), as amended. Company agrees to verify the legal status of all of its employees and provide documentation of such verification whenever requested by the City. If Company discovers that any employee it has retained is not in compliance with Immigration Laws, Company agrees to terminate such employee.

#### **12.22 Guarantee of Company's Performance**

Pursuant to a guarantee in substantially the form attached as Exhibit 4, Republic Services, a corporation which owns all of the issued and outstanding common stock of Company, has agreed to guarantee Company's performance of this Agreement. The Guarantee is being provided concurrently with Company's execution of this Agreement.

## **ARTICLE 13**

### **MISCELLANEOUS AGREEMENTS**

#### **13.1 Entire Agreement**

This Agreement, including the Exhibits, represents the full and entire Agreement between the parties with respect to the matters covered herein. No verbal agreement or conversation with any office, agent, or employee of the City, either before, during, or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained nor such verbal agreement or conversation entitle the Company to any additional payment whatsoever under the terms of this contract.

#### **13.2 Section Headings**

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

#### **13.3 References to Laws and Other Agreements**

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided. This Agreement supersedes any and all agreements heretofore entered into by the parties and City.

#### **13.4 Interpretation**

This Agreement, including the Exhibits attached hereto, shall be interpreted and construed reasonably and neither for nor against either party, regardless of the degree to which either party participated in its drafting.

#### **13.5 Agreement**

This Agreement may not be modified or amended in any respect except by a writing signed by the parties.

### **13.6 Severability**

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

### **13.7 Exhibits**

Each of the Exhibits identified as Exhibit "1" through "7" is attached hereto and incorporated herein and made a part hereof by this reference.

### **13.8 Non-Waiver Provision**

Failure of either party to exercise any of the remedies set forth herein within the time periods provided for shall not constitute a waiver of any rights of that party with regard to that failure to perform or subsequent failures to performing whether determined to be a breach, excused performance or unexcused defaults by the other party.

### **13.9 Attorneys' Fees**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

IN WITNESS WHEREOF, City and Company have executed this Agreement as of the day and year first above written.

CITY OF LAWNSDALE

("City")

ATTEST: \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
MAYOR, CITY OF LAWNSDALE

APPROVED AS TO FORM:

\_\_\_\_\_  
CONSOLIDATED DISPOSAL SERVICE, LLC  
("COMPANY")

\_\_\_\_\_  
ALESHIRE & WYNDER, LLP  
City Attorney

By: \_\_\_\_\_  
Name:  
Title:

CONSOLIDATED DISPOSAL SERVICE, LLC  
("COMPANY")

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT 1**

**COMPANY'S PROPOSAL**

## EXHIBIT 2 INITIAL MAXIMUM CUSTOMER RATES\*

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Monthly Cart Service Rates – 2020 Rates</b>			
One each Refuse, Recycling, and Organic Materials Cart, rate based upon Refuse Cart size:			
Cart Size:	35-gallon	60-gallon	90-gallon
Standard Service – based upon Refuse Cart size	\$21.20	\$25.20	\$29.20
Additional Refuse Cart – above one	\$4.64	\$6.98	\$9.30
Additional Recycling Cart – above two	\$2.34	\$2.34	\$2.34
Additional Organic Materials Cart – above one	\$2.34	\$2.34	\$2.34
<b>Other Cart Rates and Services (Charged in Addition to Monthly Cart Service Rates) – 2020 Rates</b>			
Senior Rate Reduction	15%		
Additional Special Overage Pickup for Semi-Automated Cart Customers (in excess of two pickups per year)	\$5.80	per pickup	
Single-Family: Additional Bulky Item pickups (in excess of six free pickups per dwelling unit per year)	\$23.26	per item	
Cart Exchange (after free-exchange period)	\$17.42	per request	
Residential Cart Re-Start Fee – for re-establishing service that was discontinued due to non-payment	\$17.42	per re-start	
Landscaper Yard Waste Disposal – rate per ton at American Waste Transfer Station	\$65.00	per ton	

\* Including all City fees.

**EXHIBIT 2**  
**INITIAL MAXIMUM CUSTOMER RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Monthly Commercial Cart and Bin Refuse Rates – 2020 Rates**</b>							
Container Size	Pickups per week						Extra Pickups (per pickup)
	1	2	3	4	5	6	
96-gallon	\$94.57	\$170.24	\$246.85	\$321.57	\$397.21	\$476.65	\$32.96
1 yard	\$139.08	\$250.35	\$363.01	\$472.90	\$584.13	\$700.96	\$41.76
1.5 yard	\$148.20	\$266.70	\$386.73	\$503.74	\$622.33	\$746.77	\$43.41
2-yard	\$173.86	\$312.94	\$453.76	\$591.07	\$730.15	\$876.23	\$45.04
3-yard	\$206.25	\$371.26	\$538.31	\$701.27	\$866.23	\$1,039.49	\$48.35
3-yard w/ compactor	\$414.84	\$746.77	\$1,082.80	\$1,410.57	\$1,742.46	\$2,091.00	\$75.00
4-yard	\$256.02	\$460.84	\$668.25	\$870.52	\$1,075.33	\$1,290.39	\$51.64
4-yard w/ compactor	\$474.13	\$853.45	\$1,237.51	\$1,612.05	\$1,991.39	\$2,389.63	\$84.89
6-yard	\$289.21	\$520.58	\$754.85	\$983.37	\$1,214.73	\$1,457.67	\$58.26

\* Including all City fees.

\*\* Rate based on Refuse Container size and Collection frequency. Unlimited Recycling and Organics Containers are included in the Refuse Rate.

**EXHIBIT 2**  
**INITIAL MAXIMUM CUSTOMER RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Temporary Bin Services Rates (including Disposal and delivery) – 2020 Proposed Rates</b>	<b>Rate</b>
3-yard Temporary Bin – First Empty	\$258.32
3-yard Temporary Bin – Additional Empties	\$ 206.25

<b>Roll-off Box Charges – 2020 Proposed Rates</b>	<b>Rate</b>
Standard Roll-off Box – Rate per pull (including Container rental and Disposal)	
Refuse – Any Size	\$518.03
Recycling	\$494.46
Low Boy	\$518.03
Compactor Roll-off Box – Rate per pull (excluding compactor rental)	
Refuse – Any Size	150% of Standard Rate
Use in Excess of 7 days	\$10.99 /day
Overweight charge (per ton over 10 tons)	Additional 50% Above Actual Disposal Rate
Roll-off Box Cleaning (above one per year)	\$109.90
Redelivery/Return Trip Fee	\$54.96

\* Including all City fees.

**EXHIBIT 2**  
**INITIAL MAXIMUM CUSTOMER RATES\* (continued)**

Following are the rates for January 1, 2020 through December 31, 2020:

<b>Other Bin Service Rates – Per Month – 2020 Rates</b>						
Bin Service	Pickups per week					
	1	2	3	4	5	6
Locking Bin Service – Per Bin**	\$ 10.79	\$21.62	\$32.43	\$43.20	\$54.02	\$64.84

<b>Additional Service Charges - 2020 Rates</b>	<b>Rate Per Service</b>
Bin Cleaning	\$51.29 per cleaning
Bin Overage Fee (following one written warning)	\$39.88 per pickup
Return Trip Fee	\$39.88 per trip
Special Cleanup Events – above 96 one hour events per year	\$159.44 per hour
Emergency Service Rates – one crew and one Collection truck	\$183.72 per hour
Commercial Re-Start Fee	\$17.42 per re-start
Insufficient Funds Fee for returned checks	\$35.00 per occurrence
Multi-Family: Additional Bulky Item pickups (in excess of one free pickups per dwelling unit per year)	\$23.26 per item
Commercial Bulky Item Fee	\$23.26 per item

\* Including all City fees.

\*\* Rate applies to Refuse, Recycling and Organics Containers.

## EXHIBIT 3A

### EXAMPLE RATE ADJUSTMENT FORMULA

**Step One: Calculate percentage change in indices**

		A	B	C
Row	Index	Old Index Value	New Index Value	Percent Change In Index, ((Column B/ Column A) -1)
1	CPI, Garbage and Trash Collection (1)	439.427	449.089	2.2%

**Step Two: Apply percentage change to rates**

		D	E	F	G
Row	Example Rate Categories	Current Customer Rate (2)	Percentage Change in Index (from Column C)	Rate Increase or Decrease (Column D x Column E)	Adjusted Rate (Column D + Column F)
2	Standard Residential Service - 60 gallon	\$ 15.27	2.2%	\$ 0.34	\$ 15.61
3	Senior Discounted Rate	\$ 12.98	2.2%	\$ 0.29	\$ 13.27
4	Additional Refuse Cart - 60 gallon	\$ 6.87	2.2%	\$ 0.15	\$ 7.02
5	Residential Additional Bulky Item	\$ 22.89	2.2%	\$ 0.50	\$ 23.39
6	Additional 95-gal carts	\$ 12.13	2.2%	\$ 0.27	\$ 12.40
7	Commercial 3 cubic yard 1x week	\$ 107.04	2.2%	\$ 2.35	\$ 109.39
8	Commercial 3 cubic yard 2x week	\$ 192.67	2.2%	\$ 4.24	\$ 196.91
9	Commercial Recycling - 96 gallon 1x week	\$ 18.74	2.2%	\$ 0.41	\$ 19.15

(1) Consumer Price Index Consumer Price Index (CUUR0000SEHG02) for All Urban Consumers, garbage and trash collection – U.S. city average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics. Average annual change for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year.

(2) Example rates listed. Adjustment applies to all rates.

## EXHIBIT 3B

### EXAMPLE CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED CONSUMER PRICE INDEX

The rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending June prior to the Rate Year anniversary date compared to the 12 months ending June in the previous year. The Bureau of Labor Statistics publishes the Consumer Price Index for All Urban Consumers for Garbage and Trash Collection (CUUR0000SEHG02) - U.S. City average.

If a rate adjustment based on this CPI index were to be implemented as of January 1, 2019, the average annual index for the 12 months ended June 2018 of 449.089 would have been the “New Index Value” to be used in Column B of the example rate adjustment formula in Exhibit 3A, and the average annual index for the 12 months ended June 2017 439.427 would have been the “Old Index Value” in Column A. This would have resulted in a 2.2% increase to the rates as calculated in Column C of Exhibit 3A.

#### Consumer Price Index – All Urban Consumers, U.S. City Average Garbage and Trash Collection, CUUR0000SEHG02

**CPI-All Urban Consumers (Current Series)**  
**Original Data Value**

Series Id: CUUR0000SEHG02  
 Not Seasonally Adjusted  
 Series Title: Garbage and trash collection in U.S. city average, all  
 Area: U.S. city average  
 Item: Garbage and trash collection  
 Base Period: DECEMBER 1983=100  
 Years: 2008 to 2018

Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Average Annual
2016/2017	438.607	439.358	439.707	440.311	443.343	444.745	437.205	438.296	437.699	437.676	438.317	437.858	439.427
2017/2018	448.328	448.717	449.008	452.196	453.820	453.596	446.266	447.699	446.987	447.129	447.272	448.046	449.089
<b>Average Annual Change</b>													2.2%

## EXHIBIT 4 CORPORATE GUARANTY

### Guaranty

THIS GUARANTY (the "Guaranty") is given as of the [REDACTED] day of [REDACTED], 2020.

THIS GUARANTY is made with reference to the following facts and circumstances:

- A. Consolidated Disposal Service, LLC, hereinafter ("Owner") is a Limited Liability Company organized under the laws of the State of Delaware, which is wholly owned by Republic Services, Inc. (Guarantor).
- B. Owner and the City have negotiated an Agreement for Collection, Processing, and Disposal of Solid Waste dated as of [REDACTED], [REDACTED], (hereinafter "Agreement"). A copy of this Agreement is attached hereto.
- C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.
- D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. **Guaranty of the Agreement.** Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.
2. **Guarantor's Obligations Are Absolute.** The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon

the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

**3. Waivers.** Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of

the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty,

Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following Person as its agents for service of process in California:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy by certified mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8. **Severability.** If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. **Binding On Successors.** This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. **Authority.** Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and



**EXHIBIT 5**  
**COMPANY'S FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, a California \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, a Corporation organized and doing business by virtue of the laws of the State of California, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter called OBLIGEE, in the penal sum of Two hundred and fifty-thousand dollars (\$250,000) lawful money of the United States, for the payment of which, well and truly to be made, we and each of us hereby bind ourselves, and our and each of our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES" with City, to do and perform the following work, to wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be performed each and all of the requirements and obligations of said contract to be performed by said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said

Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
a California Corporation

\_\_\_\_\_  
SURETY

By: \_\_\_\_\_  
(PRINCIPAL)  
(SEAL)

By: \_\_\_\_\_  
(ATTORNEY IN FACT)  
(SEAL)

**EXHIBIT 6**  
**NOTARY CERTIFICATION**

STATE OF CALIFORNIA)

COUNTY OF \_\_\_\_\_) ss:

On \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ of Company that executed the within instrument on behalf of the Company therein named, and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires:

\_\_\_\_\_



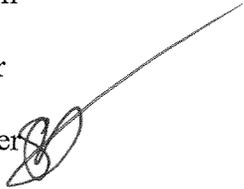
## CITY OF LAWNDALE

14717 BURIN AVENUE, LAWNDALE, CALIFORNIA 90260  
PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Pat Kearney, City Councilmember

PREPARED BY: Stephen N. Mandoki, City Manager 

SUBJECT: Request to Agenize a Discussion to Oppose the Proposed Desalination Plant Being Studied by West Basin Water District.

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### BACKGROUND

At the July 15, 2019 City Council meeting, Ms. Kelly Clark, a staff attorney for the Los Angeles based environmental organization Water Keepers, spoke during public comments. Ms. Clark asked that the City Council agenize a future agenda item to oppose the proposed ocean desalination plant being studied for construction in El Segundo by the West Basin Municipal Water District. She stated that the final environmental impact report may be ready by the end of September 2019. Ms. Clark added that the neighboring cities of Carson, Culver City, Hermosa Beach, Manhattan Beach and Redondo Beach have taken action to oppose the proposed desalination plant.

Review found that in 2018, city councils in Redondo Beach, Culver City, Carson and Hermosa Beach passed letters urging the water district to reconsider the project. Manhattan Beach took a similar action in 2016. The West Basin Water District has said desalination is being explored as a way to decrease the region's reliability on imported water from the San Joaquin Delta and the Colorado River. Opponents believe there are less costly ways of decreasing such reliability.

### STAFF REVIEW

A review of web sites finds both support and opposition for the proposed desalination plant. Opponents suggest that more conservation can be achieved to provide needed water. Supporters state that there are over 10,000 such plants throughout the world and that they are not harming the oceans.

If directed to agenize this discussion for a future agenda, both Ms. Clark and West Basin Municipal Water District would be informed and invited to the City Council meeting.

### FISCAL IMPACT

Not applicable.

### RECOMMENDATION

That the City Council discuss this request to place an item on a future agenda to discuss the possible opposition of the proposed El Segundo desalination planted being studied by the West Basin Municipal Water District.



# CITY OF LAWDALE

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PHONE (310) 973-3200, FAX (310) 644-4556  
www.lawndalecity.org

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Dan Reid, City Councilmember

PREPARED BY: Stephen N. Mandoki, Interim City Manager 

SUBJECT: Request to Agenize a Discussion of the City's Residential Property Report Program – Chapter 8.80 of Lawndale Municipal Code.

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## BACKGROUND

In 2001, the City Council took several actions to address the issue of illegal, unpermitted construction and the resulting loss of on-site parking spaces on residential properties. The objective, as stated in past staff reports, has been to identify illegal garage conversions or any physical condition preventing the use of the property's required off-street parking spaces.

In 2007, Chapter 8.80, Residential Property Report, of the Lawndale Municipal Code was expanded to include required property reports and inspections upon the resale of residential property.

Chapter 8.80 provides for the following:

- “To assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces.”
- “The intent of this chapter is that the requirement of such a report will reduce existing municipal code violations on residential properties and prevent future violations.”
- “Prior to concluding an agreement for sale or exchange of any residential building, the owner or his or her authorized representative shall obtain from the city a residential property report identifying observable items that fail to comply with the city's codes, rules and ordinances and which states whether the property is in compliance with the requirements for off-street parking.”
- “The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The municipal services department shall conduct a physical inspection of the subject property for the purpose of observing the property's compliance with the municipal code and determining the availability of the required

**Request to Agenize a Discussion of the  
Residential Property Report Program  
August 19, 2019  
Page 2 of 2**

off-street parking. The inspection shall be limited to exterior areas of the residential unit(s) and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds.”

STAFF REVIEW

Chapter 8.80, Residential Property Report, was developed and implemented to address illegal and unpermitted construction of residential properties and the resulting loss of required on-site parking spaces. The Chapter’s intent has been “to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city’s codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces.”

Such inspections often find violations that require corrections for safety and health reasons. Being aware of any violations assists the new buyer of resolving such issues before completing the sale of the property. When unpermitted work is not corrected, work to pursue compliance by the property owner(s) is generated for Municipal Services, Community Development and, often for the City Attorney’s office.

**However, at this time, it would be appropriate to discuss the existing program and evaluate the needs and original intentions of the program going forward.**

LEGAL REVIEW

None at this time.

FISCAL IMPACT

Not applicable.

RECOMMENDATION

That the City Council discuss the request to agenize the City’s Residential Property Report program for a review of its continuation and/or modification and provide direction to staff.

ATTACHMENT

- A. Chapter 8.80 of the Lawndale Municipal Code - Residential Property Report

## **Chapter 8.80 RESIDENTIAL PROPERTY REPORT**

### **8.80.010 Intent and purpose.**

It is the intent of the city council to assure that all parties to a transaction involving a sale of a residential dwelling within the city of Lawndale are furnished with a residential property report which identifies observed violations of the city's codes, rules and ordinances, and verifies the availability of legally required off-street parking spaces. The intent of this chapter is that the requirement of such a report will reduce existing municipal code violations on residential properties and prevent future violations. The report prepared pursuant to this chapter is not intended to take the place of a professional inspection of the property. (Ord. 997-07 § 2; Ord. 902-02 § 1)

### **8.80.020 Definitions.**

As used in this chapter:

"Agreement of sale" means any agreement or written instrument which provides that title to any property shall thereafter be transferred from one owner to another owner.

"Common parking" means any parking facility serving more than one dwelling unit with a common entrance and a common exit.

"Owner" means any person, copartnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property.

"Residential dwelling" means any improved real property designed or permitted to be used for dwelling or habitation purposes, located or situated within the geographic boundaries of the city, and shall include any building or structures located on said improved real property. (Ord. 902-02 § 1)

### **8.80.030 Report or exemption certificate required.**

Prior to concluding an agreement for sale or exchange of any residential building, unless excluded by Section 8.80.080, the owner or his or her authorized representative shall obtain from the city a residential property report identifying observable items that fail to comply with the city's codes, rules and ordinances and which states whether the property is in compliance with the requirements for off-street parking.

The inspection necessary to prepare such report shall be based upon observations from the public right of way, such that the report is only intended to identify municipal code violations that are observable from the public right of way. The report shall specifically identify any off-street parking space which should be used for vehicle parking but is not available for such use. Said report shall be valid for the purposes of this chapter for a period not to exceed six months from date of issue and is not intended to provide an exhaustive list of all code violations upon the property. (Ord. 997-07 § 3; Ord. 902-02 § 1)

**Attachment A**

**8.80.040 Application.**

Upon application of the owner or his or her authorized agent and payment of a fee in an amount established by resolution of the city council, the community development department shall: (1) review pertinent city records; (2) cause an on-site inspection of the property by the municipal services department as described in Section 8.80.050; and (3) prepare and deliver the residential property report to the applicant. (Ord. 997-07 § 4; Ord. 902-02 § 1)

**8.80.050 Inspection.**

Upon receipt of an application which complies with Section 8.80.040, the municipal services department shall conduct a physical inspection of the subject property for the purpose of observing the property's compliance with the municipal code and determining the availability of the required off-street parking. The inspection shall be limited to exterior areas of the residential unit(s) and the interior areas of garages and/or accessory buildings such as detached garages, laundry rooms and storage sheds. If the municipal services department has reasonable cause to believe that a dwelling unit has been illegally subdivided, an interior inspection of such building may be conducted. (Ord. 997-07 § 5; Ord. 902-02 § 1)

**8.80.060 Citation.**

Any observed unlawful condition relating to the use and maintenance of the subject property should be identified in the report, and formal enforcement procedures may be prosecuted as provided by law. (Ord. 997-07 § 6; Ord. 902-02 § 1)

**8.80.070 Delivery of report.**

A residential property report prepared pursuant to Section 8.80.030 shall be delivered by the owner or the authorized designated representative of the owner to the buyer or transferee of the residential building prior to the transfer of title to the property. The buyer or transferee shall execute a receipt therefor as furnished by the city, and said receipt shall be delivered to the department of community development as evidence of compliance with the provision of this chapter. (Ord. 997-07 § 7; Ord. 902-02 § 1)

**8.80.080 Exclusions.**

The provisions of this chapter shall not apply to:

- A. Condominiums of ten units or more where the required parking is supplied completely by way of a common parking facility.
- B. The first sale of a residential building which has never been occupied.
- C. Transfers which are required to be preceded by the furnishing to a prospective transferee of a copy of a public report pursuant to Section 11018.1 of the Business and Professions Code.
- D. Transfers pursuant to court order, including, but not limited to, transfers ordered by a probate court in administration of an estate, transfers pursuant to a writ of execution, transfers by a trustee in bankruptcy or transfers resulting from a decree for specific performance.

E. Transfers to a mortgagee by a mortgagor in default, transfers to a beneficiary of a deed of trust by a trustor in default, transfers by any foreclosure sale after default, transfers by any foreclosure sale under default in an obligation secured by a mortgage, or transfers by sale under a power of sale after a default in an obligation secured by a deed of trust or secured by any other instrument containing a power of sale.

F. Transfer by a fiduciary in the course of administration of guardianship, conservatorship, or trust.

G. Transfers from one co-owner to one or more co-owners.

H. Transfers made to a spouse, or to person or persons in the lineal, line or consanguinity of one or more of the transferors.

I. Transfers between spouses resulting from a decree of dissolution of a marriage or a decree of legal separation or from a property settlement agreement incidental to such decrees.

J. Transfers by the state controller in the course of administering the Unclaimed Property Law (Chapter 7 [commencing with Section 1500] of Title 10, Part 3 of the Code of Civil Procedure).

K. The sale of a mobile home in a mobile home park which sale does not include the sale of land.

L. Transfers in which the city or the agency is a party to the transaction.

M. Transfers to a governmental entity. (Ord. 997-07 § 8; Ord. 902-02 § 1)

**8.80.090 Penalties.**

A. Anyone in violation of Section 8.80.030 or 8.80.070 shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by the provisions of Chapter 1.08 of the Lawndale Municipal Code.

B. No sale or exchange of residential property shall be invalidated solely because of the failure of any person to comply with any provision of this chapter. (Ord. 997-07 § 9; Ord. 902-02 § 1)

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**CITY OF LAWDALE**  
14717 BURIN AVENUE, LAWDALE, CALIFORNIA 90260  
PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 19, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk   
SUBJECT: Mayor/Councilmember Report of Attendance at Meetings and/or Events

No supporting documentation was forwarded to the City Clerk Department for this item.



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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 19, 2019

TO: Honorable Mayor and City Council

FROM: Matthew R. Ceballos, Assistant City Clerk *MC*

SUBJECT: Conference with Labor Negotiator - Local 1895, Council 36, American Federation of State, County and Municipal Employees, AFL-CIO, representing the City's mid-management and classified employees

No public documents were forwarded to the City Clerk Department for this item.



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PHONE (310) 973-3200 ♦ [www.lawndalecity.org](http://www.lawndalecity.org)

DATE: August 19, 2019  
TO: Honorable Mayor and City Council  
FROM: Matthew R. Ceballos, Assistant City Clerk *MC*  
SUBJECT: Public Employee Performance Evaluation – Interim City Manager

No public documents were forwarded to the City Clerk Department for this item.