

AGREEMENT NO. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE LOS ANGELES CITY DEPARTMENT OF
PUBLIC WORKS-BUREAU OF SANITATION AND THE LOS ANGELES CITY HARBOR
DEPARTMENT FOR SOLID WASTE COLLECTION & DISPOSAL SERVICES FOR THE PORT OF
LOS ANGELES**

The Department of Public Works-Bureau of Sanitation (BOS) agrees to provide the Harbor Department (Port) rubbish collection and disposal services at Port managed locations as indicated in Attachment No. 1, "List of Bins & Roll-Offs", dated February 7, 2012, as well as any other locations which may be required intermittently on an on-going or temporary basis upon request by the Port, BOS will commence collection and disposal services with the initial approval of this agreement by the Board of Public Works and Board of Harbor Commissioners and ending three years thereafter.

The price for such services shall include, and be limited to, the charge for the container/bin, pick-up, hauling, and disposal charges for the frequency of the service indicated below. The price shall include any and all City/Bureau related costs. All containers furnished must have lids and be maintained in reasonable condition.

Service is also to include the cost of collecting solid waste from a Port owned container for proper disposal at the Port of Los Angeles Administration Building at 425 S. Palos Verdes Street, San Pedro.

ITEM	NO. OF BINS	BIN SIZE	SERVICE FREQUENCY	BILLING FREQUENCY	PRICE PER BIN
BUREAU OF SANITATION OWNED CONTAINER(S)					
A.	30	4 Cubic Yard	ONE Time Per Week	Per Month	\$132.09
B.	3	4 Cubic Yard	TWO Time Per Week	Per Month	\$256.78
C.	22	4 Cubic Yard	THREE Time Per Week	Per Month	\$381.47
D.		4 Cubic Yard	Required for <u>less than 30 days</u> , to include ONE (1) service & be charged at a ONE-TIME "PICK-UP/DELIVERY" Rate only	First Container	\$469.36
		4 Cubic Yard		Per All Additional Containers	\$234.71
E.		4 Cubic Yard	Extra Service Call	Per Load	\$254.92
F.	1	6 Cubic Yard	ONE Time Per Week	Per Month	\$144.43
G.	7	Roll-Off	As-Needed Service	Per Pull	\$341.35
H.	7	Roll-Off	Roll-Off Container Rental	Per Month Per Bin	\$40.78
I.		Roll-Off	Disposal Rate @ Southeast Resource Recovery Facility (SERRF)	Per Ton	\$45.00

PORT OWNED CONTAINER(S)					
J.	1	Roll-Off	ONE Time Per Week	PER PULL	\$341.35
K.		Roll-Off	Disposal Rate @ Southeast Resource Recovery Facility (SERRF)	PER TON	\$45.00

CONTAINER, roll-off, open top, 40 cubic yard capacity, approximately 22' x 8' x 8', averaging 4.75 tons per load, to be replaced/returned within two (2) hours. Prices to be quoted "PER PULL" for each service point required and "PER TON" for actual refuse quantities disposed.

Note: With regard to disposal, the rate quoted above is an estimate and is subject to change. The Port agrees to pay the actual rate of disposal as long as the rate paid is documented and documentation is submitted with the BOS invoice. As stated in the Disposal clause below, the Southeast Resource Recovery Facility (SERRF) at 120 Henry Ford Avenue, Long Beach, CA is to be used as the primary disposal facility of choice to the maximum extent possible.

ADDITIONAL SERVICE POINTS QUANTITIES: Any additional trash containers, locations, and service required during the contract period shall be furnished at the same prices, terms, and conditions quoted. Locations may be added or deleted by the Director of Port Construction & Maintenance or his/her designee given 24 hours notice to the BOS to make arrangements.

BOS shall locate the containers as per Attachment No. 1 or as directed by the Director of Port Construction & Maintenance or his/her designated representative. BOS will promptly remove and replace the roll-off containers within 24 hours of receiving notification from the Director of Port Construction & Maintenance or his/her designee.

CONTACT INFORMATION:

BOS contacts for this agreement (as of February 2012) are as follows:

Collection Services – All Bins:

Darvell Vance, Supervisor, Cell phone: 213-840-6632/fax: 310-548-2620
 Leo Martinez, Division Manager, Cell phone: 213-840-1791

Support Services - Billing:

Eva Sung, Senior Management Analyst II, 213-485-3227/fax: 213-485-2961
 Cynthia Eritano, Management Analyst II, 213-485-2309/fax: 213-485-2961
 Javier L. Polanco, Acting Division Manager, 213-485-3825/fax 213-485-2961

BOS commits to being able to handle service calls on a 24 hour/7 day per week basis should the need arise.

The Port's contacts for this agreement (as of February 2012) are:

Danny Hughes, Principal Grounds Maintenance Supervisor II, 310-732-3685
Damien Young, Senior Management Analyst II, 310-732-3594

The fax number for these individuals is 310-834-8248.

INVOICING: Invoices are to be submitted monthly and contain the Interdepartmental Order Number through which payments are to be made. All invoices must be submitted in triplicate. Each invoice is to show a breakdown of the services provided by location with charges to be in accordance with the rates indicated above, or at rates per any future amendments agreed to during the life of the agreement. In addition, charges for the 40-cubic-yard containers must be supplemented with a statement that identifies the weigh tickets and shows the net tonnages. It is understood that charges are to include all City, State, or other fees.

Invoices not containing the required information will not be processed for payment.

At such time as BOS is able to provide weigh ticket information for three-yard and four-yard cubic bins, that information will be expected to be included with the invoice.

It is noted that approval of this agreement by the Board of Harbor Commissioners will allow BOS to commence service in advance of the full execution of the agreement. Costs incurred by BOS in order to provide waste collection services to the Port described herein prior to the full execution of the agreement by the Department of Public Works shall be payable to BOS through the Interdepartmental Order Number created for purposes of making payments under this agreement.

DISPOSAL: Disposal of waste shall be at a facility that converts waste to energy, such as the SOUTHEAST RESOURCE RECOVERY FACILITY (SERRF) facility located at 120 Henry Ford Avenue in Long Beach, CA. Waste shall not be delivered to a landfill unless necessary due to the unavailability of SERRF or the inability of SERRF to handle material delivered. Such occasions should be documented and the documentation included in the invoice presented to the Port.

VEHICLES: BOS agrees to use dedicated natural gas or dual-fuel vehicles operating mainly on natural gas with a small portion of ultra-low sulfur diesel fuel acting as a pilot to the extent that they are available. The dual-fuel vehicles must be equipped with a certified diesel emission control device.

PERFORMANCE INDICATORS: Port shall use the following criteria with which to evaluate the performance of BOS during the agreement period:

1. **Adherence to scheduled pick-ups** – BOS must maintain a regular, reliable schedule for the pickup of bins placed on Port property.
2. **Responsiveness to service requests** – BOS must be available to respond to requests on 24 hours notice and then deliver the services requested.
3. **Timeliness of billing** – BOS must be able to bill the Port on a timely basis, once a month, with an invoice to be received no later than the 20th day of the month following the service month. For its part, the Port will remit payment within 45 days of the invoice date, assuming no dispute with invoice amounts.
4. **Accuracy of billing and reporting information** – BOS must provide accurate information in terms of charges owed and tons of material disposed of. Accurate and timely information will

allow the Port to process payments quickly and establish a record of waste disposed.

5. **Use of alternative fuel vehicles and equipment** – BOS will use alternative fuel vehicles and equipment in the performance of this agreement to the maximum extent possible. Port will verify the use of such equipment through spot checks at service delivery locations. If for any reason such equipment is not available, the Port should be advised beforehand through the Director of Port Construction and Maintenance.

TERMINATION: The Port reserves the right to terminate any or all parts of this contract upon 30 day written notification to BOS. In the event this contract is terminated before expiration for any cause whatever, BOS shall promptly remove any part or all of its equipment and supplies from Port property.

PERMITS AND LICENSES: Permits and licenses necessary for the performance of the work shall be secured and paid for by BOS. BOS shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work.

SAFETY AND HEALTH REQUIREMENTS. All equipment, materials, procedures and services furnished and/or used by BOS shall comply with applicable current requirements of OSHA and CAL-OSHA. BOS agrees to indemnify and hold harmless the Port, and agents, officers and employees thereof, for all damages assessed against them as a result of BOS's failure to comply with said safety and health requirements.

ESTIMATED EXPENDITURE: Total expenditures under this agreement are estimated to be no more than \$350,000 for the first year of the MOU, \$367,000 for the second year, and \$383,000 for the third year. Consequently, the total expenditure estimate under this agreement for the three year term is \$1,100,000. BOS agrees to adhere to the unit prices included above, except as noted with respect to actual disposal rates, with prices subject to adjustment on an annual basis commencing one year after approval of the agreement.

TERMS OF MOU: The terms of this MOU, unless terminated earlier in accordance with the provisions of this MOU, shall be three (3) years from the date this MOU is executed.

FUNDING OUT CLAUSE: This MOU is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the Port from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board of Harbor Commissioners, in awarding this MOU, shall appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the MOU.

The Port, its boards, officers, and employees are not bound by the terms of this MOU or obligated to make payment there under in any fiscal year in which the Board of Harbor Commissioners does not appropriate funds therefore. BOS is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the MOU by the Board of Harbor Commissioners.

Although BOS is not obligated to perform any work under the MOU in any fiscal year in which no appropriation for the MOU has been made, BOS agrees to resume performance of the work required by the MOU on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year

if an appropriation therefore is approved by the Board of Harbor Commissioners within that 60-day period.

If in any subsequent fiscal year funds are not appropriated by the Board of Harbor Commissioners for the work required by the MOU, the MOU shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

CARE & CUSTODY. BOS accepts full responsibility for the security against loss or damage to the equipment involved while in its possession or the possession of any of its agents. BOS shall reimburse the Port for any loss or damage to Port equipment in its possession or the possession of any of its agents. Harbor Department shall be liable for loss/damage to BOS equipment while in Harbor premises.

ENVIRONMENTAL MANAGEMENT SYSTEM. The Los Angeles Harbor Department (Port) is committed to managing resources and conducting Port development and operations in both an environmentally and fiscally responsible manner. The Port will strive to improve the quality of life and minimize the impacts of its development and operations on the environment and surrounding communities through the continuous improvement of its environmental performance and the implementation of pollution prevention measures, in a feasible and cost effective manner that is consistent with the Port's overall mission and goals, as well as with those of its customers and the community. To ensure this policy is successfully implemented the Port will develop an environmental management program that will:

1. Ensure this environmental policy is communicated to Port staff, its customers, and the community;
2. Ensure compliance with all applicable environmental laws and regulations;
3. Ensure environmental considerations are included in planning, property, financial, developmental, and operational decisions, including feasible and cost effective options for exceeding applicable regulatory requirements;
4. Define and establish environmental objectives, targets, and best management practices and monitor performance;
5. Ensure the Port maintains a Customer Outreach Program to address common environmental issues; and
6. Fulfill the responsibilities of each generation as trustee of the environment for succeeding generations through environmental awareness and communication with employees, customers, regulatory agencies, and neighboring communities.

The Port is committed to the spirit and intent of this policy and the laws, rules and regulations, which give it foundation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

BUREAU OF SANITATION

By _____
Enrique C. Zaldivar, Director

Date _____

BOARD OF PUBLIC WORKS

By _____
Andrea A. Alarcon, President

Date _____

APPROVED AS TO FORM
Carmen A. Trutanich, City Attorney
John Carvalho, General Counsel

By _____

Date _____

HARBOR DEPARTMENT

By _____
Geraldine Knatz, Ph.D.
Executive Director

Date _____

Attest:

By _____
Board Secretary

Date _____

CITY ATTORNEY
Carmen A. Trutanich, City Attorney
Thomas A. Russell, General Counsel

By _____
KANN, Deputy

Date 2/9/12

Account #	57045	W.O. #	Various
Ctr/Div #	0510	Job Fac. #	Various
Proj/Prog #	000		
	Budget FY:	Amount:	
	2011-12	\$ 233,000	
	2012-13	\$ 362,000	
	2013-14	\$ 377,000	
	2014-15	\$ 128,000	
	TOTAL	\$1,100,000	
For Acct/Budget Div. Use Only:			
Verified by:	<i>Lorraine Haller</i>		
Verified Funds Available:	_____		
Date Approved:	<u>2/9/12</u>		

ATTACHMENT NO. 1
List of Bins and Roll-off
(as of February 7, 2012)

FOUR (4) CUBIC YARD CAPACITY

LOCATION	NO. OF BINS	SERVICE REQUIREMENTS
Service 1 time per week		
Red Car Maintenance Building 2196 Miner Street, San Pedro	1	1 time per week
Liberty Hill Plaza 100 W. 5 th Street, San Pedro	3	1 time per week
250 W. 5 th Street, San Pedro	1	1 time per week
Construction Inspectors' Office Trailers 705 Front Street, San Pedro	1	1 time per week
C&M/C&P Administration Building 500 Pier "A" Street, Wilmington	1	1 time per week
Test Lab 514 Pier "A" Street, Wilmington	1	1 time per week
POLA C&M Division Yard Berth 161, Wilmington	12	1 time per week
239 N. Avalon Boulevard, Wilmington	1	1 time per week
Badger Avenue Bridge Henry Ford Avenue, Wilmington	1	1 time per week
Port Police, 954 Seaside Street Berth 259, Terminal Island	1	1 time per week
300 Ferry Street, Terminal Island	1	1 time per week
Construction Inspectors' Office Trailers 700 Earle Street, Terminal Island	1	1 time per week
Tuna Street, between Cannery and Wharf, Berth 263, Terminal Island	1	1 time per week
Wharf Street, between Seaside and Tuna, Berth 262, Terminal Island	1	1 time per week
Bannings Landing (100 Water Street)	1	1 time per week
Port Police HQ, 330 Center St, San Pedro	2	1 time per week
Total No. of Bins	30	Service 1 time per week
Service 2 times per week		
Maritime Museum Berth 84, San Pedro	1	2 times per week
Pilot Station Berth 68, San Pedro	2	2 times per week
Total No. of Bins	3	Service 2 times per week

ATTACHMENT NO. 1
List of Bins and Roll-Offs (continued)
(as of February 7, 2012)

FOUR (4) CUBIC YARD CAPACITY (Cont'd.)

LOCATION	NO. OF BINS	SERVICE REQUIREMENTS
Service 3 times per week		
Cabrillo Beach 3720 Steven White Drive, San Pedro	3	3 times per week – (Mon., Wed., Fri.)
Fishermen's Slip Berth 73, San Pedro	10	3 times per week – (Mon., Wed., Fri.)
Port of Los Angeles Admin. Bldg. 425 S. Palos Verdes St., San Pedro	1	3 times per week – (Mon., Wed., Fri.)
Ports O' Call Village Parking Lot San Pedro	3	3 times per week – (Mon., Wed., Fri.)
Fish Harbor Berth 267, Terminal Island	5	3 times per week – (Mon., Wed., Fri.)
Total No. of Bins	22	Service 3 times per week
Total 4 CY Bins:	55	

SIX (6) CUBIC YARD CAPACITY

LOCATION	NO. OF BINS	SERVICE REQUIREMENTS
300 E. Water Street, Wilmington	1	1 time per week
Total 6 CY Bins:	1	

FORTY (40) CUBIC YARD ROLL-OFF CONTAINER

LOCATION	NO. OF BINS	SERVICE REQUIREMENTS
Construction & Maint. Division Yard Berth 161, Wilmington	1	As needed – estimated at once per quarter
Harbor Dept. Refuse Collection Yard Berth 194, Wilmington	5	As needed – estimated at twice per month
Harbor Depart. Storage Yard Ferry St. & Seaside Avenue, Terminal Island	1	As needed – estimated at twice per month
Total 40 CY Bins:	7	

FORTY (40) CUBIC YARD ROLL-OFF CONTAINER (Harbor Department Owned)

LOCATION	NO. OF BINS	SERVICE REQUIREMENTS
Port of L.A. Administration Bldg. 425 S. Palos Verdes St., San Pedro	1	1 time per week