



January 9, 2012

TO: Honorable Mayor and Members of the City Council

FROM: Alan Holmberg, City Attorney

A handwritten signature in black ink, appearing to be "AH", written over the name "Alan Holmberg" in the "FROM:" line.

SUBJECT: Corrections to Republic Services Agreement

Attached to this memorandum are corrections to the proposed agreement with Republic Services, which was distributed with the agenda on Thursday. Most of the corrections are simply to change section references and correct typographical errors.

AH:rs

**Corrections to Final Agreement between the City of Oxnard and
BLT Enterprises of Oxnard, Inc.
DBA Republic Services of Oxnard
Agreement Number A-7465**

Agreement Corrections:

Page	Line Number	Final	Changes/Changed to
13	626	... Exhibit 5.03,	... Exhibit 5.04,
56	1967	... in accordance with Section 15.01f,...	... in accordance with Section 19.01f,...

Exhibit Corrections:

Page	Final	Changes/Changed to
5	City Default is defined in Section 14.02.	City Default is defined in Section 14.01b.
5	Contractor Default is defined in Section 18.02a.	Contractor Default is defined in Section 14.01a.
5	Delivered ...(defined in Section 9.01b).	Delivered ...(defined in Section 5.01b).
10	Recovery ...is measured in accordance with Exhibit 6.01.	Recovery ...is measured in accordance with Exhibit 7.01.
13	5. failure of any Person providing transfer services in accordance with Section 10.6 to provide such services in a timely manner;	5. failure of any Person providing transfer services in accordance with Section 10.02 b. to provide such services in a timely manner;
30	(1) Facility Tonnage: Summary of daily/monthly weight records with respect to the Facility, kept in accordance with Exhibit 5.03.	(1) Facility Tonnage: Summary of daily/monthly weight records with respect to the Facility, kept in accordance with Exhibit 5.04.
30	(2) Permitted Users' Tonnage: ... Selfhaulers) by jurisdiction (including the City), kept in accordance with Exhibit 5.03...	(2) Permitted Users' Tonnage: ... Selfhaulers) by jurisdiction (including the City), kept in accordance with Exhibit 5.04...
30	(5) Marketing and Diversion: i. Summary of Marketing records kept in accordance with Section 4 of Exhibit 5.03;	(5) Marketing and Diversion: i. Summary of Marketing records kept in accordance with Exhibit 5.04d;
31	(6) Productivity Report i. Monthly summary, based on operations records kept in accordance with Section 3 of Exhibit 5.03;	(6) Productivity Report i. Monthly summary, based on operations records kept in accordance with Exhibit 5.04;
31	(7) Facility O&M Report: ...Manual, including summary of operations records kept in accordance with Section 3 of Exhibit 5.03.	(7) Facility O&M Report: ...Manual, including summary of operations records kept in accordance with Exhibit 5.04.
34	2.a. Transporter's company should be contacted and notified or findings.	2.a. Transporter's company should be contacted and notified of findings.

36	VI.2. List as much information about ten chemical as possible ...	VI.2. List as much information about the chemical as possible ...
38	3. Within 35 days of shipment, Regional Recycling and Transfer must receive copies...	3. Within 35 days of shipment, Regional Recycling and Transfer Station must receive copies...
46	f. Umbrella Liability and/or Excess Liability ...Automobile and Employer's Liability policies described in items I, II and IV above are exhausted...	f. Umbrella Liability and/or Excess Liability ...Automobile and Employer's Liability policies described in items a, b and d above are exhausted...
50	2 nd paragraph Of any other information...	2 nd paragraph Any other information...
53	f. Agreements between City and Contractor; Waivers by City. ... from time to time...	f. Agreements between City and Contractor; Waivers by City. ... from time to time...
53	f. Agreements between City and Contractor; Waivers by City. 1) New, modify or compromise ...	f. Agreements between City and Contractor; Waivers by City. 1) Renew, modify or compromise ...
54	o. No set-offs, etc. ...deduct from any claims which the City many have against the Guarantor arising from this Guaranty.	o. No set-offs, etc. ...deduct from any claims which the City may have against the Guarantor arising from this Guaranty.
56	New section for signature	
59-64	Exhibit 11.01 Table formatting changes	Exhibit 11.01 Table formatting changes

City Default is defined in Section 14.01b.

Construction means that work which the City will publicly bid pursuant to Applicable Law, including public procurement statutes, for construction of the Building and Site development.

Construction and Demolition Debris means concrete, brick, wood and other rubble and debris resulting from construction and demolition of buildings and other improvements.

Contractor means BLT Enterprises of Oxnard, Inc. doing business as (dba) Republic Services of Oxnard.

Contractor Default is defined in Section 14.01a.

Contract Year means each year commencing February 1 and ending January 31.

Daily Facility Throughput Guaranty is defined in Section 4.07.

Delivered (or other forms thereof, including **Deliver** and **Delivery**) when used with respect to Permitted Waste, means Permitted Waste delivered to the Facility which Contractor may not reject for such enumerated reasons. (defined in Section 5.01b).

Designated Disposal Facilities, as of the date hereof, are Simi Valley Landfill, and Toland Road Landfill (named in Section 10.02).

Direct Costs means the sum of:

1. Payroll costs directly related to the performance, or management or supervision of any obligation pursuant to the provisions hereof, comprised of compensation and fringe benefits, including vacation, sick leave, holidays, retirement, Workers Compensation Insurance, federal and state unemployment taxes and all medical and health insurance benefits, plus
2. The costs of materials, services, direct rental costs and supplies, plus
3. Travel and subsistence costs, plus
4. The reasonable costs of any payments to subcontractors necessary to and in connection with the performance hereunder; plus
5. Any other cost or expense which is directly or normally associated with the task performed;

which Direct Costs are substantiated by (i) a certificate signed by the principal financial officer of the Contractor or the authorized representative of the City or his or her designee, as the case may be, setting forth the amount of such cost and the reason why such cost is properly chargeable to the City or the Contractor, as the case may be, and stating that such cost is an

Person includes any individual, firm, association, organization, partnership, corporation, trust, joint venture, the United States, the State, a county, a municipality or special purpose district or any other entity whatsoever.

Process (or **Processing**, or any other variation thereof) means baling, crushing, shredding, chipping, grinding, extracting, hand picking and any other method of processing Recovered Materials by Contractor after Recovery and before Marketing thereof.

Profit means an amount equal to 8% of the amount of Direct Costs relating to the activity for which Profit is being calculated.

Reasonable Business Efforts means those efforts a reasonably prudent business Person would expend under the same or similar circumstances in the exercise of such Person's business judgment, intending in good faith to take steps calculated to satisfy the obligation which such Person has undertaken to satisfy; provided that such Person and/or any enterprise by which such Person is employed would not incur a financial loss (other than time expended or unless otherwise compensated for such efforts herein) by reason of having expended or expending such efforts.

Recovered Materials means Recyclable Materials Recovered from Permitted Waste.

Recovered Materials Losses is defined in Section 9.06b.

Recovered Materials Profits is defined in Section 9.06.

Recovered Materials Haul Fee is defined in Section 10.01.

Recovered Materials Quality Guaranty is defined in Section 6.03.

Recovery (or **Recover** or **Recovered**, or other variations thereof) means the picking, pulling, sorting, separating, classifying and recovery of Recovered Materials from Permitted Waste, whether by manual or mechanical means, by the Contractor at the Facility, after Delivery and before Processing and Marketing thereof. Recovery of Recovered Material from Permitted Waste is measured in accordance with Exhibit 7.01.

Recyclable Household Hazardous Waste means automobile batteries, motor oils, anti-freeze, oil filters and water-based paint.

Recyclable Household Hazardous Waste Collection Area is described in the Plans and Specifications.

Recyclable Materials means the following listed materials which are Uncontaminated and of a size commonly recovered in comparable materials recovery facilities in California:

1. polyethylene terephthalate containers ("PET") marked "1" as of the date hereof

maintain utilities, services, water, sewer or power transmission lines to the Facility which are required for Facility Development or Facility Operation;

3. a Change in Law other than Changes in Law excluded in items 10.2 and 10.6 below;
4. the failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to if such failure is caused by an Uncontrollable Circumstance and the affected Party is not reasonably able to obtain substitute labor, services, materials or equipment on the agreed upon dates;
5. failure of any Person providing transfer services in accordance with Section 10.02b to provide such services in a timely manner;
6. strikes, work stoppages or other labor disputes or disturbances of any Person performing services related to Facility Development or Facility Operation if the affected Party has bargained in good faith (in circumstances in which the affected Party is a party to the bargaining effort) and is not reasonably able to obtain substitute labor, services, materials or equipment when required;
7. the presence at the Site of any subsurface or geotechnical conditions not identified in (I) the Limited Soil Quantity Investigation for Ventura County Recycling/Transfer Facility, Ventura County, California, drafted by Kleinfelder, Inc. and dated October 8, 1993, and (II) geotechnical report by Kleinfelder, Inc., of the same date, including:
 - i. subsurface structures, materials or conditions having archeological significance;
 - ii. any habitat of endangered species; and
 - iii. functioning or nonfunctioning subsurface structures used by utilities;
8. the delivery to or presence of Hazardous Waste upon, beneath or migrating to or from the Facility site;
9. any failure of title to the Site; any enforcement of any encumbrance on the Site or on any improvements thereon not consented to in writing by, or arising out of any action or agreement entered into by the Party adversely affected thereby; and
10. governmental pre-emption of materials or services in connection with a public emergency or condemnation or other taking by eminent domain of any portion of the Facility or the Site. In event of any condemnation, neither Party waives its rights to assert claims in such condemnation proceedings.

but excluding, without limitation:

1. either Party's own breach of its obligations hereunder;

EXHIBIT 5.05

REPORTING REQUIREMENTS

The monthly report shall include the following information:

(1) Facility Tonnage:

Summary of daily/monthly weight records with respect to the Facility, kept in accordance with Exhibit 5.04.

(2) Permitted Users' Tonnage:

Summary of daily/monthly weight records with respect to each Permitted User (including the Selfhaulers) by jurisdiction (including the City), kept in accordance with Exhibit 5.04 (including the average estimated percentage of Residue present in their respective loads of Source Separated Recyclable Materials, Recyclable Rich Waste and Recyclable Waste).

(3) Recovery Information and Performance Guaranties:

- i. Tonnage of Recyclable Waste, Recyclable Rich Waste, Source Separated Yard Waste, Source Separated Recyclable Materials and Construction and Demolition Debris which was Recovered and Processed at the MRF;
- ii. Tonnage of any Mixed Municipal Waste, wood and green waste, Source Separated Yard Waste and Construction and Demolition Debris which was floor sorted in the Transfer Station;
- iii. Calculation of Performance Guaranties on monthly and Contract Year-to-date basis. If any Performance Guaranty is not met on a pro-rated, monthly basis, Contractor shall include a discussion of reasons why such Guaranty was not met, its proposed corrective action to meet such Guaranty in the succeeding month, and projections for annual compliance thereof.
- iv. Projections of Recovery and Processing during the months remaining in the then current Contract Year.

(4) Disposal:

Daily and monthly summary of Tons transferred to the Designated Disposal Facility.

(5) Marketing and Diversion:

- i. Summary of Marketing records kept in accordance with Section 4 of Exhibit 5.04d;
- ii. An inventory of Recovered Materials in storage on or off-Site as of the end of each month;

- iii. Use of local, state, regional and national waste exchanges, including CalMax, by waste type;
- iv. Projections of Marketing and diversion during the months remaining in the then current Contract Year.
- v. Based on Delivery records, Contractor will use Reasonable Business Efforts to allocate specific diversion percentages to individual Permitted Users' jurisdictions. City acknowledges that commercial haulers for some Permitted Users may collect waste from multiple jurisdictions, and will cooperate with Contractor to develop a method or procedure for tracking and/or apportioning such waste by jurisdiction of origin.

(6) Productivity Report:

- i. Monthly summary, based on operations records kept in accordance with Section 3 of Exhibit 5.04:
- ii. Monthly average sorting/recovery productivities measured in pounds recovered per person-hour;
- iii. Upon City request, the time it takes vehicles from leaving the Entry Scales to tip waste.

(7) Facility O&M Report:

Monthly report on Contractor's operation and maintenance activities, with reference to applicable provisions, schedules and/or requirements in the Operations and Maintenance Manual, including summary of operations records kept in accordance with Section 3 of Exhibit 5.04.

(8) Safety Report:

Monthly report of any accidents with respect to Permitted Users' or Selfhaulers' vehicles on Site and any accidents to Persons, including Contractor's employees, on Site.

The City may request additional information and Contractor shall use Reasonable Business Efforts to supply such requested information promptly.

b. Contain material and notify Ventura County Environmental Health Division, Hazardous Materials Section at 805-654-2813.

2. If transporter is identified, but has already left the facility:

a. Transporter's company should be contacted and notified of findings.

b. Transport trucks from that company may be subject to regular inspections.

3. If transporter is not identified:

a. The Oxnard Recycling and Transfer Station is liable for disposal (becomes the generator).

B. Procedure for Handling Hazardous Waste

1. Any type of hazardous waste situation should be handled by the RRTS Hazardous Response Team, consisting of employees trained in the handling of hazardous waste. Personal Protective Equipment must be worn for hazardous waste clean ups. Any waste too hazardous to touch, should be isolated and handled as an emergency.

2. If emergency, such as spills, fires, or explosions:

a. Call 911, Oxnard Fire Department, Hazardous Waste Division.

b. Call Office of Emergency Services at 1-800-852-7550.

3. For non-emergencies:

a. If waste can be easily moved to storage area, temporarily set aside identifiable materials according to the following categories:

- Flammable and combustible
- Oxidizers
- Poisons
- Poisons containing heavy metals
- Corrosives (acids)
- Corrosives (bases)

A. Small Containers of the same hazardous class can be packed in the same drum (lab packs).

B. All lab packs must contain enough absorbent material to contain liquids if there is a spill and prevent breakage. Vermiculite is approved packing material.

C. Steps

1. Pack a few inches of absorbent material at bottom of drum.
2. Pack more absorbent around each small container placed in the drum.
3. Drums for corrosive acid storage to be protected with plastic liner prior to adding absorbent and waste. Each drum is to be assigned a number which is clearly marked on the drum body and lid.
5. Log sheet, should be taped to the lid and should be marked with facility location, drum number, and hazard category.
6. Hazardous waste label should be filled out and affixed to drum.
7. Affix proper hazard category label.

D. Packing compatibility:

1. Only chemically compatible materials can be packaged together. DON'T MIX: ACID AND BASES, CYANIDE COMPOUNDS AND ACIDS, OXIDIZERS AND FLAMMABLE (bleach is an oxidizer, though often marked poison).
2. If there is any doubt as to hazard class, call Dept. of Health Services.

VI. Labeling and Record Keeping

A. Log Sheet: Enter the following information on a log sheet - to be used later to prepare manifest:

1. Waste category,
2. List as much information about the chemical as possible (including the brand name),
3. Number of containers, and,
4. Volume or weight of each container.

- Regional Recycling and Transfer Station keeps two.
 - One copy to transporter.
 - Legible copy to Environmental Health Division within 30 days of each shipment.
3. Within 35 days of shipment, Regional Recycling and Transfer Station must receive copies of manifest signed by the operator of the disposal facility. If not, Regional Recycling and Transfer Station must contact the facility (if not received within 45 days, an exception report of the pertinent manifest and cover letter describing efforts made to locate shipment, must be submitted to the Environmental Health Division).
4. Regional Recycling and Transfer Station will keep copies of manifests for three years at a minimum.
5. Transporter Only EPA-permitted facilities can transport hazardous wastes.

REGIONAL RECYCLING AND TRANSFER STATION
HAZARDOUS WASTE LOAD CHECKING
TRAINING PROGRAMS

I. Training Personnel

- A. Pickers: Only those trained in the use of personal protective equipment, emergency response, identification of hazardous materials and proper handling and procedures are allowed to sort refuse.
- B. Training is required' at the time of the employee's INITIAL ASSIGNMENT AND WHENEVER A NEW HAZARD IS INTRODUCED into the work place.
- C. Supervisor will train regarding specific aspects of the load checking program.
- D. Training is to be reinforced once a year.

II. Personal Protective Equipment

- A. Respiratory Protection: training required before worker is allowed to wear respirators, site manager is responsible for insuring all site workers are respirator certified, and certificates must be kept up to date/renewed annually, and copies must be kept available for inspection.
- B. Eye Protection: safety glasses or goggles must be worn when handling hazardous wastes, and packers must wear full face shield.

- 1) Bodily injury by accident \$1,000,000 each accident
- 2) Bodily injury by disease \$1,000,000 policy limit, \$1,000,000 each employee.

Such policy shall include a waiver of rights of subrogation against the City and the Facility.

e. Crime Insurance, Including Employee Dishonesty/Fidelity Bond

Including losses of "money, securities and property other than money and securities", including gate fees, Recovered Materials, and Recovered Materials revenues lost as a result of burglary, theft, forgery, alteration, disappearance and destruction occurring on or off Site. Deductibles shall be no greater than \$1,000 per loss (\$2,500 maximum), which deductibles shall be the responsibility of Contractor. This requirement can be satisfied by the Fidelity Bond required by Section 11.04.

f. Umbrella Liability and/or Excess Liability

Policies with endorsements providing "drop down" coverage solely for Contractor's Performance Obligations hereunder effective when primary limits of General Liability, Automobile and Employers' Liability policies described in items a, b and d above are exhausted, with minimum limits of liability (Occurrence Form) of \$10,000,000 each occurrence or in the aggregate, as applicable, for Combined Single Limit-Bodily Injury and Property Damage Liability and \$10,000,000 aggregate for Products/Completed Operations and Property Damage on the Site. Non-concurrent exclusions shall not be permitted. Deductibles shall be no greater than \$10,000 per loss, which deductibles shall be the responsibility of Contractor.

g. Property

Insurance, naming City and Facility as owners, insured and loss payees as their interests may appear, covering "All Risks" of loss or damage to physical property, including the periods of earthquake and flood, including extensions for:

- 1) Business Interruption
- 2) Expediting Expense
- 3) Boiler and Machinery (Systems Performance and Efficacy)
- 4) Contractors' and Inland Marine Equipment
- 5) On-Site or Off-Site Materials in storage or in the open
- 6) Materials in Transit
- 7) Valuable Papers

Satisfactory proof that the proposed assignee conducts its municipal solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste, including hazardous waste as identified in Title 22 of the California Code of Regulations;

Any other information required by City to ensure the proposed assignee can fulfill the terms hereof, including the payment of damages, in a timely, safe and effective manner.

Guarantor shall undertake to pay City its reasonable expenses for attorneys' 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.

"Assign". For the purpose of this Section, "assign" includes:

- (x) to sell, exchange or otherwise transfer to a third party any of Guarantor's assets dedicated to performance under this Guaranty.
- (y) issuing new stock or selling, exchanging or otherwise transferring thirty percent or more of the then outstanding common stock of Guarantor to a Person other than the shareholders owning said stock as of the date hereof.

d. Guaranty absolute and unconditional.

The undertakings of Guarantor set forth herein are absolute and unconditional, and the City shall be entitled to enforce any or all of said undertakings against Guarantor without being first required to enforce any remedies or to seek to compel the Contractor to perform its obligations under the agreement or to seek, or obtain recourse against any other party or parties, including but not limited to the Contractor or any assignee of the Contractor, who are, or may be, liable therefor in whole or in part, irrespective of any cause or state of facts whatever. Without limiting the generality of the foregoing, the Guarantor expressly agrees that its obligations hereunder shall not be affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than the payment of monetary obligations by the Contractor to City under the Agreement in accordance with the terms of the Agreement, including, without limitation, any of the following, each of which is hereby expressly waived as a defense to its liability hereunder, except to the extent such defenses would be available to the Contractor and release, discharge or otherwise offset Contractor's obligations under the Agreement:

- 1) The invalidity, irregularity, illegality or unenforceability, of or any defect in or objections to the Agreement;

f. Agreements between City and Contractor; Waivers by City.

The Guarantor agrees that, without the necessity for any additional endorsement or Guaranty by or any reservation of rights against Guarantor and without any further assent by Guarantor, by mutual agreement between the City and Contractor, the City and Contractor may, from time to time:

- 1) Renew, modify or compromise the liability of the Contractor for or upon any of the obligations hereby Guaranteed; or
- 2) Consent to any amendment or change of any terms of the Agreement; or
- 3) Accept, release, or surrender any security (including, without limitation, any performance bond), or
- 4) Grant any extensions or renewals of the obligations of the Contractor under the Agreement, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto, all without releasing or discharging the liability of Guarantor hereunder.

The Guarantor further agrees that the City or any of its assigns shall have and may exercise full power in its uncontrolled discretion, without in any way affecting the liability of the Guarantor under this Guaranty, to waive compliance with and any default of the Contractor under, the Agreement.

g. Continuing Guaranty.

This Guaranty is a continuing Guaranty and shall continue to be effective or be reinstated, as applicable, if at any time any payment of any of the obligations hereby Guaranteed is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of the Contractor or Guarantor or otherwise, all as though such payment had not been made.

h. Defenses.

Notwithstanding any provision in this Guaranty to the contrary, the Guarantor may exercise or assert any and all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law which the Contractor could assert against any party seeking to enforce the Agreement against the Contractor, and nothing in this Guaranty shall constitute a waiver thereof by the Guarantor.

i. Payment of costs of enforcing Guaranty.

Guarantor agrees to pay all costs, expenses and fees, including all reasonable attorney's fees, which may be incurred by the City in enforcing this Guaranty following the default on the part of the Guarantor hereunder whether the same shall be enforced by suit or otherwise.

j. Enforcement.

The terms of this Guaranty may be enforced as to any one or more breaches either separately or cumulatively.

k. Remedies cumulative.

No remedy herein conferred upon or reserved to the City hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Guaranty and the Agreement or hereinafter existing at law or in equity or by statute.

l. Severability.

The invalidity or unenforceability of any one or more phrases, sentences or clauses in this Guaranty contained shall not affect the validity or enforceability of the remaining portions of this Guaranty, or any part thereof.

m. Amendments.

No amendment, change, modification or termination of this Guaranty shall be made except upon the written consent of Guarantor and the City.

n. Term.

The obligations of the Guarantor under this Guaranty shall remain in full force and effect until (i) all monetary obligations of the Contractor under the Agreement shall have been fully performed or provided for in accordance with the Agreement, or (ii) the discharge, release or other excuse of said obligations in accordance with the terms of the Agreement.

o. No set-offs, etc.

By Guarantor. The obligation of Guarantor under this Guaranty shall not be affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against the City on account of any claim of the Guarantor against the City; provided that Guarantor reserves the right to bring independent claims not arising from the Agreement against the City so long as any such claims shall not be used to set-off or deduct from any claims which the City may have against the Guarantor arising from this Guaranty.

By Contractor. The obligation of Guarantor under this Guaranty shall be subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert pursuant to the Agreement, if any, but the obligation of Guarantor under this Guaranty shall not be subject to any set-off, counterclaim, recoupment, defense or other right that the Contractor may assert independently of and outside the Agreement.

p. Warranties and representations.

The Guarantor warrants and represents that as of date of execution of this Guaranty:

t. Separate suits.

Each and every payment default by Contractor under the Agreement shall give rise to a separate cause of action under this Guaranty, and separate suits may be brought hereunder by the City or its assigns as each cause of action arises.

u. Headings.

The Section headings appearing herein are for convenience only and shall not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

v. Entire Agreement.

This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, the City and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

w. Personal Liability.

It is understood and agreed to by the City that nothing contained herein shall create any obligation or right to look to any director, officer, employee or stockholder of the Guarantor (or any affiliate thereof) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this guaranty shall be taken against any such director, officer, employee or stockholder.

Republic Services, Inc.

By:

Its: _____

EXHIBIT 11.01**MINIMUM TRAINING QUALIFICATION**

M = Mandatory topic

AA = As applicable based on specific job title

NR = Not required

Table 1 General Orientation Training

Topics marked "M" in table 1 and Table 2 must be performed and satisfactorily completed during orientation prior to the employee engaging in work activities. May also be used as remedial training topics. See Table 2 for special skills training.

General Orientation Training	Equipment Operator	Spotter	Mechanic	Temp Labor	Office / Sales	Baler Operator	Line Sorter	Scale house Clerk
Fire extinguisher / hot load	M	AAAA	M	AA	M	M	M	M
Fire prevention	M	AA	M	AA	M	M	M	M
Safety Glasses and gloves	M		M	M	NR	M	M	AA
Blood borne Pathogens	M	M	M	M	M	M	M	M
Heavy Equipment Operation	M	M	M	M	NR	NR	NR	NR
Hazard Communication (Right to Know)	M	M	M	M	M	M	M	M
Heat stress part 1	M	M	M	M	M	M	M	M
Emergency Response & Evacuation	M	M	M	M	M	M	M	M
Lockout - Tagout	M	M	M	M	M	M	M	M
Personal protective equipment	M	M	M	M	M	M	M	M

Exhibits to Republic Services Management, Operations, and Marketing Agreement

	Equipment Operator	Spotter	Mechanic	Temp Labor	Office / Sales	Baler Operator	Line Sorter	Scale house Clerk
General Orientation Training								
Confined space awareness	M	M	M	M	M	M	M	M
Confined space - permit required entry	AA	NR	AA	NR	NR	AA	AA	AA
Flammable / combustible liquids	M	M	M	AA	M	M	M	M
Emergency spill response	M	M	M	NR	NR	M	M	NR
Alcohol & Substance abuse awareness	M	M	M	NR	M	M	M	M
Safe lifting procedures	M	M	M	M	M	M	M	M

Table 2 - SPECIAL SKILLS TRAINING

Required initial training during orientation (prior to beginning work activities) in addition to topics identified as mandatory (M) in Table 1. May also be used as remedial training topics.

Special Skills Training	Mechanic	Transfer Station/MRF operating personnel	Office / Sales
Rear End Loader Packer Usage	M	NR	NR
Allison Automatic Transmission Usage	M	NR	NR
Battery Charging and Boost Charging	M	M	NR
Chemical Toilets	NR	NR	NR
Container Delivery Boom Usage	M	NR	NR
Dual Drive Chassis Usage	M	NR	NR
Extricating Foreign Material	M	AA	NR
Front Loader Usage	NR	NR	NR
Grinding & Spray Painting	M	AA	NR
Entry / Exit from Cab	M	AA	NR
Rear End Loader Usage	NR	NR	NR
Roll off Usage	NR	AA	NR
Rear End Loader Helper Safety	NR	NR	NR
Tire Maintenance - removal / repair	M	AA	NR
Towing	M	AA	NR

Special Skills Training	Mechanic	Transfer Station/MRF operating personnel	Office / Sales
Stationary Compactors, Balers, Conveyors	M	M	NR
Horseplay hazards	M	M	NR
Housekeeping	M	M	M
Salvaging policy	M	M	NR
Compressed air safety	M	AA	NR
Working around heavy equipment	M	M	NR
Special / hazardous waste identification	NR	M	M
Wheel chocking	M	M	NR
Pre / post trip vehicle inspection procedures	M	NR	NR
Fit for duty	M	M	NR
Bin Handling	NR	AA	NR
Auto tarpers	M	NR	NR
Clearance hazards	M	AA	NR
Cell phone use	M	NR	M
Landfill safety	AA	AA	AA
Danger zones	M	M	M
Eye contact & hand signals	AA	M	NR
Excavation	NR	NR	NR

Special Skills Training	Mechanic	Transfer Station/MRF operating personnel	Office / Sales
Ergonomics – Per job classification	M	M	M
Enhanced visibility	M	M	NR
Fall protection	M	AA	NR
Welding / cutting / brazing	M	NR	NR
Downed electrical wires	M	NR	NR
Hand & power tool safety	M	AA	NR
Transfer station safety	AA	AA	AA
Cranes, chains and slings	M	AA	NR
Heavy equipment operations	AA	AA	NR
Machine guarding	M	AA	NR
Basic electrical safety	M	M	M
Fleet safety	M	NR	NR
Container placement	NR	NR	AA
Driver, Helper & Equipment Operator Safety Guide	NR	AA	NR
Flammable / Combustible liquids	M	M	NR
	M	M	M
Walking / working surfaces	M	M	NR
Traffic Control	M	M	M

Special Skills Training	Mechanic	Transfer Station/MRF operating personnel	Office / Sales
Contractor and visitor safety	AA	AA	NR
Confined space - permit required	NR	NR	M
Asbestos handling / hauling requirements (every 3 years)	M	M	NR
	M	NR	NR
Fall Protection	M	AA	NR
Dog Bite Prevention	AA	NR	NR
Abrasive Wheel Safety	AA	AA	AA
Power Generation	NR	M	NR
Rodent control	M	M	NR
Blind Spots - Equipment Operators	M	M	NR
Shop Safety	NR	M	NR
Needle Sticks - MRF	NR	M	NR
Plant Safety - MRF & Transfer Station	M	M	M
Plant Safety - MRF Equipment	AA	AA	AA
Danger Zone 2	M	M	AA
Rattlesnake Awareness	M	M	M
High Visibility			

614 operate safety back-up bells at minimum levels required by Applicable Law, including the
615 California Occupational Safety and Health Act.

616 **d. Dust**

617 Contractor shall diligently suppress dust as required by Applicable Law to protect the health
618 and safety of Permitted Users and Contractor's employees.

619 **4.11 Changes in Scope of Facility Operations**

620 City may direct Contractor to implement Change Orders with respect to Facility Operations in
621 accordance with Section 21.01a, and Contractor may propose such Change Orders in
622 accordance with Section 21.01b.

623 **4.12 Records and Reporting Requirements**

624 **a. Records Maintenance**

625 Contractor shall keep daily accurate and complete records of Facility Operations with respect to
626 the items listed in Exhibit 5.04, in paper, electronic, magnetic or other media in sufficient detail
627 to allow the Contractor to calculate and City to corroborate the Service Fee, any damages and
628 other amounts hereunder and to determine compliance with the provisions hereof. All
629 computations, records, files, plans, correspondence, reports, drawings, designs, data and
630 photographs prepared by or possessed by Contractor relating to Facility Operations shall be the
631 property of the City and upon City request therefore, City shall be entitled to immediate
632 possession thereof, provided, Contractor may retain copies of such records and other materials.
633 Contractor shall furnish such records and other materials to the City no later than ten days after
634 request therefore. Contractor shall preserve such records and other materials for a period of
635 five years; provided, it shall keep videotapes for a period no less than one year. The
636 documents to be maintained by Contractor pursuant to Section 4.12 shall not include any of
637 Contractor's internal documents, such as (but not limited to) employee records; any
638 confidential information concerning Contractor; or any communications which are legally
639 privileged (such as, by way of example only, privileged by reason of the attorney-client
640 confidentiality privilege).

641 **b. Monthly Reports**

642 By the Service Fee Invoice Date, Contractor shall submit to the City and Permitted Users a
643 Facility Operations report containing the information listed in Exhibit 5.05. The Contractor shall
644 supply the City with additional information and documentation, including sales invoices and
645 contracts, within thirty days of City's request therefore, describing the information requested
646 with reasonable specificity. City shall notify Contractor within thirty days after receipt of such
647 report or within thirty days after receipt of any additional requested information, of any dispute
648 as to the accuracy of the report. The obligations of Contractor under Section 4.12 shall
649 automatically terminate upon termination of the Agreement.

- 1941 (iv) Any other disputes which both Parties agree to submit to the Independent
 1942 Engineer for determination;
- 1943 (v) With respect to Change Orders occasioned by Uncontrollable Circumstances in
 1944 accordance with Section 21.02; and
- 1945 (vi) With respect to Contractor Default in accordance with Section 14.01a and City
 1946 Default in accordance with Section 14.01b.

1947 Both Parties shall, in good faith and in writing, promptly provide the Independent Engineer with
 1948 any and all information and documentation the Independent Engineer requires or requests in
 1949 order to make its determination. Each Party shall simultaneously provide the other Party with
 1950 copies thereof. Neither Party shall communicate orally with the Independent Engineer unless
 1951 the other Party is privy thereto. Neither Party shall communicate in writing with the
 1952 Independent Engineer unless it simultaneously sends copies of such communication to the
 1953 other Party, in the same manner that it sends such communication to the Independent
 1954 Engineer.

1955 (2) Determination.

1956 The Independent Engineer shall make its determination based on the submissions of the
 1957 Parties, the provisions hereof, and other factual determinations it may make regarding the
 1958 matter in dispute. Such determination with respect to items (i), (iii), and (iv) shall be binding
 1959 unless:

1960 (i) the amount claimed by Contractor minus the amount determined by the
 1961 Independent Engineer exceeds the sum which allows the City to terminate in the event
 1962 of an Uncontrollable Circumstance in accordance with Section 19.01f, in which event the
 1963 Contractor may terminate the Agreement without penalty in accordance with Section
 1964 15.02, or

1965 (ii) the amount claimed by City minus the amount determined by the Independent
 1966 Engineer exceeds the sum which allows the City to terminate in the event of an
 1967 Uncontrollable Circumstance in accordance with Section 19.01f, in which event the City
 1968 may terminate the Agreement without penalty in accordance with Section 15.01a.

1969 Such determination with respect to item (ii) shall not be binding, and either Party may reject it
 1970 and terminate the Agreement in accordance with Article 6. Such determination with respect to
 1971 item (v) shall not be binding and either Party may reject such determination and request
 1972 arbitration in accordance with Section 16.01 or alternate dispute resolution in accordance with
 1973 Section 16.02. Such determination with respect to item (vi) shall not be binding and either Party
 1974 may reject such determination and exercise other remedies in accordance with Section 14.03.