

0150-13130-0000

TRANSMITTAL

TO
The Council

DATE
03/04/2026

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
ALL

PROPOSED LETTER OF AGREEMENT BETWEEN THE BUREAU OF SANITATION AND MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC FOR COORDINATION AND FACILITATION OF THE EFFICIENT CONSOLIDATION OF MATTRESSES IN ACCORDANCE WITH THE USED MATTRESS RECOVERY AND RECYCLING ACT (SB 254) FOR A TERM RETROACTIVE TO JULY 1, 2025 THROUGH JUNE 30, 2040 GENERATING ANTICIPATED COMPENSATION OF \$131,643.49 IN THE FIRST YEAR AND \$2,628,153.76 OVER THE 15-YEAR TERM.

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



MAYOR
(Mitch Kamin for)

Attachment
MWS/JWW/JVW:HA10260098t

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

To: The Mayor	Date: 02-10-26	C.D. No. All	CAO File No.: 0150-13130-0000				
Contracting Department/Bureau: Public Works Bureau of Sanitation		Contact: Bernadette Halverson – (213) 485-3634 James Roska – (213) 485-2988 Nicholas Nuccio – (213) 820-5685					
Reference: Transmittal from the Board of Public Works BPW-2025-0756 dated December 1, 2025; Bureau of Sanitation report dated December 1, 2025							
Purpose of Contract: Contractor to provide detailed coordination to facilitate the efficient consolidation of Mattresses from designated City solid waste facilities and compensate the City throughout the term of the agreement and retroactively to July 1, 2025 as part of the Used Mattress Collection Compensation Program in compliance with the Used Mattress Recovery and Recycling Act (SB 254).							
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: Term is for 15 years and retroactive from July 1, 2025 through June 30, 2040					
Contract/Amendment Amount: \$131,643.49 annually or \$2,628,153.76 over the 15-year term							
Proposed amount \$ 2,628,153.76 + Prior award(s) \$ 0 = Total \$ 2,628,153.76 over the 15-year term							
Source of funds: State of California							
Name of Contractor: Mattress Recycling Council California, LLC Attn: Mark Patti, Program Manager							
Address: 501 Wythe Street, Alexandria, Virginia 22314							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 9 %				14. California Iran Contracting Act of 2010			X

RECOMMENDATION

That the City Council authorize the Board of Public Works, on behalf of the Bureau of Sanitation, to execute the proposed Letter of Agreement with Mattress Recycling Council California, LLC (MRC) for detailed coordination and facilitation of the efficient consolidation of mattresses from designated City solid waste facilities and compensation to the City in compliance with the Used Mattress Collection Compensation Program, and pursuant to the Used Mattress Recovery and Recycling Act (SB 254), subject to approval by the City Attorney and compliance with the City’s contracting requirements; the term is retroactive to July 1, 2025 through June 30, 2040 with anticipated compensation / revenue amount to the City of \$2,628,153.76 for the 15 year term of which \$131,643.49 is anticipated in the first year.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa), the Board of Public Works (Board), on behalf of the Bureau of Sanitation (Bureau), requests authority to execute a proposed Letter of

<i>Herminch Amijanian</i>	<i>[Signature]</i> for		
HA	Analyst	10260098	City Administrative Officer

Agreement (LOA) with Mattress Recycling Council California, LLC (MRC) for a statewide mattress recycling program aimed at reducing the number of mattresses sent to California landfills. The term of the LOA is for 15 years retroactive to July 1, 2025 through June 30, 2040. Approval of the agreement is required to ensure the City's compliance with SB 254, the Used Mattress Recovery and Recycling Act, enacted by the State of California September 27, 2013, and administered by the California Department of Resources Recycling and Recovery (CalRecycle).

MRC is the only CalRecycle-approved mattress recycling organization authorized to negotiate and execute agreements to collect and transport used mattresses for recycling. MRC was approved in July 2014 and required to either transport mattresses from municipalities to an MRC-designated recycler or reimburse municipalities for self-transporting mattresses to such a facility. The Bureau and MRC have collaborated and worked together on the evolving program from 2017 to present. There are six City watersheds or centroid locations where mattresses are collected: Harbor, East Valley, North Central, South Los Angeles, West Los Angeles, and West Valley. The City both direct-hauls and utilizes MRC packing and transporting services from trailers at the West Valley location.

It is anticipated that MRC will reimburse the City \$131,643.49 in 2025-26 and \$2,628,153.76 over the 15-year term. The agreement has been approved as to form by the Office of the City Attorney. In accordance with Charter Section 10.5(C) Council approval is required because the agreement is greater than three years. Our office has reviewed the request and recommends approval.

BACKGROUND

The 1989 California Assembly Bill 939 (AB 939), the California Integrated Solid Waste Management Act, mandated the City of Los Angeles and other California municipalities divert solid waste from landfills by the year 2000. In 2011, prior to the State establishing a formal program, the Bureau implemented its own pilot program to increase landfill diversion by recycling used mattresses collected from the curbside. On September 27, 2013, the State of California enacted Senate Bill 254, The Used Mattress Recovery and Recycling Act (SB 254). Codified in California Public Resources Code (CPRC) 42985-42994, the regulations then directed a California State agency CalRecycle to establish a statewide mattress recycling program aimed at reducing illegal dumping, increasing recycling and substantially reducing public agency costs for the end-of-life management of used mattresses. This program reduces the number of mattresses sent to California landfills.

Mattress Recycling Council of California or MRC - Approved on July 2, 2014, *MRC is the only CalRecycle-approved mattress recycling organization* authorized to either transport mattresses from municipalities, such as the City, to an MRC-designated recycler or reimburse said municipalities for self-transporting mattresses (CPRC 42986(h)). California Assembly Bill 187 and Senate Bill 1274 further provided standards and requirements that clarified and established:

- administrative procedures, including definitions,
- plan and annual submittal instructions, plan components,
- established the Mattress recycling charge, and among other standards
- annual budget and reports requirements to be submitted by MRC, recyclers, renovators and solid waste landfills.

The single MRC-contracted recycling facility where all six watersheds' used mattress items are transported is located at 6825 McKinley St, Los Angeles, CA 90001 in the South LA watershed area in Council District 9. In its 2025 annual report to CalRecycle, MRC estimated it would collect 1.5 million

mattresses in calendar year 2025. Nine percent of MRC's workforce resides within the City of Los Angeles.

City Mattress Collection Programs – The Bureau operates several bulky item collection programs throughout its six wastesheds that collect mattresses. The six wastesheds or centroid collection areas located throughout the City are: 1) Harbor (HBR), 2) East Valley (EV), 3) North Central (NC), 4) South Los Angeles (SLA), 5) West Los Angeles, and 6) West Valley (WV). On average, the Bureau collects about 37,500 mattresses annually through three collection programs, diverting from the landfill and bringing over 1,000 tons of material to MRC's facilities.

- Bulky item Collection Program – mattresses are one of many bulky items the Bureau collects as part of its program from approximately 750,000 single family residences and small apartment complexes (under five units) and approximately 500,000 multi-family residences (five units or more). Residents who pay the Multi-Family Bulky Item Fee (MFBIF) or Solid Resources Fee (SRF) can schedule unlimited bulky item pickups, including mattresses at no additional charge.
- Monthly Bulky Item Drop-Off Collection Service – (Saturday Service) MFBIF and SRF paying residents in the City serviceable area can elect to drop off items one Saturday per month. This service is available at the West Los Angeles, East Valley, West Valley and Harbor Collection yards as well as at the Central Los Angeles Recycling and Transfer Station.
- West Valley Wasteshed Carve-Out – LASAN does both direct-haul for which the City receives compensation and uses MRC assisted transport of some mattresses collected in this area. For MRC supported work, the Bureau delivers mattresses to the trailer at this wasteshed. Mattresses are then consolidated in a trailer by MRC staff at the collection yard. The pick-up and delivery are free of charge and the City does not receive reimbursement.

Since 2017, the City has participated in CalRecycle's collaborative program with MRC resulting in the recycling of over 235,000 mattresses on behalf of the City through December 31, 2025. Specific to FY 2025-26, 21,645 mattresses have already been collected and transported to the recycler. Of this number, 10,442 were transported directly from West Valley by MRC at no cost to the City. LASAN transported the remaining 11,203 units to the recycler, and is awaiting reimbursement upon execution of the LOA for an expected total amount of \$55,855.28. In the organization's required 2025 annual report, MRC reported 74 percent of mattress materials sent to its facilities were successfully diverted from landfills including steel wires from springs, polyurethane foam, quilt outer layers, and cardboard from mattress foundations. Additionally, about 7.6 percent of mattresses are either reused or renovated. The most recent LOA with MRC was for the term July 1, 2023 through June 30, 2025 and is included in the package for reference.

Program Costs and Funding - The costs of the mattress program can be separated from other bulky items. These costs include pickup and delivery of mattresses as well as administrative, supervisory, and other overhead costs which are calculated based on the labor costs, via work order, with the CAP rates applied. For 2024-25 program costs reported by the Bureau's Financial Management Division were \$1,027,332. Since the compensation program only reimburses the transportation costs to the recycler, the total annual compensation of \$131,643.49 offsets only a portion or 13 percent of total program costs.

Currently, the cost of the program is front-funded by two funds: SWRRF and MFBIF at the respective percentages of 70 percent and 30 percent. As such all revenues or compensation garnered from the program are slated for deposit to the SWRRF and split accordingly between the funds.

MRC's Per Mattress Reimbursement Rate to the City - As prescribed in SB 254 guidelines, MRC's operations are funded from a Mattress Recycling Charge, currently \$16 per unit, collected from consumers and purchasers for each mattress unit sold for use in California. Table 1 below and Attachment A in the package provides the location used for calculation of distance to the recycler and the per mattress compensation reimbursement the City receives for mattresses collected. Since the reimbursement increases proportionally with the estimated round trip driving time, the reimbursement rate is lowest for South LA (where the MRC recycling facility is located) and highest for West Valley. The rates also factor in MRC's expected labor cost and estimated truck operational costs benchmarked against the Federal Emergency Management Agency's garbage truck hourly rates (code 8731) and agreed labor standard costs. Refer to Attachment E, Compensation Calculation Spreadsheet in the package for more detail on MRC costs.

Table 1: Per Mattress Compensation Amount Per Wasteshed				
CDs	Wasteshed	City / MRC Transport	Wasteshed Centroid (used for distance calculation)	Cost per Mattress
3, 4, 6, 12	West Valley (Direct Haul) (WV)	City	19450 Lanark Street, Reseda, 91355	\$14.84
5, 10, 11	West Los Angeles (WLA)	City	Wilshire Blvd & Bosalle Avenue, LA 90025	\$7.42
1, 4, 5, 10, 11, 14	North Central (NC)	City	2000 Lake Shore Avenue, LA, 90039	\$6.18
1, 8, 9, 10, 14, 15	South LA (SLA)	City	1100 West 55th Street, LA 90037	\$2.47
2, 4, 6, 7	East Valley (EV)	City	12250 Community Street, Sun Valley, 91352	\$11.13
15	Harbor (HBR)	City	820 West Pacific Coast Hwy, Wilmington, 90744	\$5.56
3, 4, 6, 12	*West Valley (WV)	MRC	Mattresses consolidated at: 8840 Vanalden Ave, Northridge, 91324	\$0.00

*Note: No compensation is provided to the City for items processed by MRC at the West Valley wasteshed

Compensation Rate Change Notification - - The total first year compensation for Year 1 or 2025-26 is \$131,643.49. The \$16 itemized per mattress charge is slated to be increased by \$2 to \$18 per unit as of April 1, 2026. Article 3 of the LOA, Terms and Compensation includes language to increase future consolidation compensation rates. This new 15-year agreement gives the City the flexibility to recalculate rates using current data and include a CPI-based yearly increase in rates. Current rates are based on 2024 hourly salaries of Refuse Collection Truck Operators and FEMA's 2024 Schedule of Equipment Rates, which results in a significant increase in rates from previous calculations. The yearly rate increase is based on the Consumer Price Index for All Urban Consumers: Garbage and Trash Collection Services in the U.S. City Average, as computed and published by the Bureau of Labor Statistics, U.S. Department of Labor. This was determined by LASAN and MRC to be the most accurate predictor of LASAN's yearly cost increases, and will prevent the rate stagnation that occurred in the last few years.

$$1 + (\% \text{ change in CPI-GT})$$

To effectuate the change, the City shall transmit Rate Change Notifications via electronic mail to the current MRC program Representative and upon acceptance and MRC shall transmit the execute Rate Change Notification via electronic mail to the current City Program Manager. The compensation from

the LOA is exclusively intended to reimburse the costs associated with transporting mattresses from the LASAN service to the recycler. It is not intended to cover the full costs of collecting the mattresses from individual residents as residents already help with offsetting those costs by paying into SWRRF and MFBIF.

CITY COMPLIANCE

Charter Section 371(c) and 372 – The City Attorney’s Office has determined that the use of competitive bidding or proposals for the services in this LOA would be undesirable and impractical at this time and not compatible with the City’s interests given the fact that MRC is the only mattress recycling organization approved by CalRecycle to administer the program. On December 1, 2025, the Board considered and approved the Bureaus report (BPW-2025-0756) to execute a new 15-year agreement retroactive to July 1, 2025 through June 2040 with MRC.

Charter Section 1022 – The Personnel Department determined that City employees cannot perform the work being proposed for contracting.

The proposed LOA and the Vendor comply with the City’s contracting requirements. The City Attorney has approved the use of a non-competitive LOA in accordance with Los Angeles Charter Sections 371(e)(2) and 372. In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval is required as the total agreement term exceeds three years. Our Office has reviewed and recommend approval.

FISCAL IMPACT STATEMENT

There is no impact on the General Fund. This LOA generates revenues. Approval of the report will result in compensation to the City currently estimated at \$2,628,153.76 for the 15-year term of which \$131,643.49 is anticipated for 2025-26. These monies are to be deposited to the Solid Waste Resources Revenue Fund, Fund No. 508, Department No. 50, Departmental Revenue Source Code 518801, Miscellaneous Revenues – Others.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City’s Financial Policies in that financial obligations are limited to appropriated and available funds, and that special funds are used to fund applicable expenditures and are limited to the mandates of the funding source.

Attachment – December 1, 2025 Board of Public Works correspondence

**BOARD OF PUBLIC WORKS
MEMBERS**

STEVE S. KANG
PRESIDENT

JENNY CHAVEZ
VICE PRESIDENT

JOHN GRANT
PRESIDENT PRO TEMPORE

FAITH I. MITCHELL
COMMISSIONER

ERNESTO CARDENAS
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

ELYSE MATSON
EXECUTIVE OFFICER

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

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

<http://bpw.lacity.org>

December 1, 2025

BPW-2025-0756

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012

**LETTER OF AGREEMENT (LOA) – USED MATTRESS COLLECTION
COMPENSATION PROGRAM**

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

1. APPROVE the request that the Board of Public Works authorize to execute a LOA with Mattress Recycling Council California; and
2. AUTHORIZE, the President or two members of the Board will execute the LOA.

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

Sincerely,

TJ KNIGHT,

Asst. Executive Officer, Board of Public Works

TK:lc

DocId:10260098
WA#:0150-13130-0000

DEPARTMENT OF PUBLIC
WORKS BUREAU OF SANITATION
BOARD REPORT NO. 1
DECEMBER 1, 2025

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
OF LOS ANGELES CALIFORNIA

DEC 01 2025
AND REFERRED TO THE MAYOR

E. W. Rose
Executive Officer
Board of Public Works
AND REFERRED TO THE CITY COUNCIL

CD: ALL

AUTHORITY TO EXECUTE LETTER OF AGREEMENT WITH MATTRESS
RECYCLING COUNCIL CALIFORNIA, LLC FOR THE USED MATTRESS
COLLECTION COMPENSATION PROGRAM

RECOMMENDATIONS

1. Approve and forward this report with transmittals to the Mayor and City Council (Council) with the request that the Board of Public Works (Board) be authorized to execute a Letter of Agreement (LOA) with Mattress Recycling Council California, LLC (MRC) for the Used Mattress Collection Compensation Program.
2. Upon the Mayor's and Council's authorization, the President or two (2) members of the Board will execute the LOA.

TRANSMITTALS

1. Copy of the proposed LOA between the City of Los Angeles (City) and MRC.

FISCAL IMPACT STATEMENT

There is no General Fund impact resulting from the execution of this LOA.

DISCUSSION

Background

The Used Mattress Recovery and Recycling Act (SB 254), enacted by the State of California on September 27, 2013, and codified in California Public Resources Code §§ 42985-42994, along with its regulations, directed the California Department of Resources Recycling and Recovery (CalRecycle) to establish a statewide mattress recycling program. This program aims to reduce the number of mattresses sent to California landfills.

MRC is the only CalRecycle-approved mattress recycling organization, as defined in California Public Resources Code § 42986(h). MRC is authorized by CalRecycle to negotiate and execute agreements to collect and transport used mattresses for recycling. MRC is required to either transport mattresses from municipalities to an MRC-designated recycler or reimburse municipalities for self-transporting mattresses to such a facility. MRC's operations are funded by an itemized charge, currently \$16 per unit, collected from mattress purchasers in California pursuant to state law.

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On average, 74% of mattress materials sent to MRC facilities are successfully diverted from landfills, including steel wires from springs, polyurethane foam, quilt outer layers, and cardboard from mattress foundations. Additionally, about 7.6% of mattresses are either reused or renovated.

LA Sanitation and Environment (LASAN) operates a Bulky Item Collection Program, which collects bulky items, including mattresses, from approximately 750,000 single family residences and small apartment complexes (under five units) and approximately 500,000 multi-family residences (five units or more). Residents who pay the Multi-Family Bulky Item Fee (MFBIF) or Solid Resources Fee (SRF) can schedule unlimited bulky item pickups, including mattresses, at no additional charge.

LASAN also offers a monthly bulky item drop-off collection service to MFBIF and SRF paying City residents one Saturday per month. This service is available at the West Los Angeles (WLA), East Valley (EV), West Valley (WV) and Harbor (HBR) collection yards, as well as the Central Los Angeles Recycling and Transfer Station.

For mattresses collected in the WV watershed, LASAN consolidates them in a trailer at the collection yard, and MRC handles the pick up and delivery free of charge. However, for mattresses collected in the WLA, EV, HBR, North Central (NC) and South LA (SLA) watersheds, LASAN staff transport them to MRC's designated certified mattress recycling facility, and the City is subsequently reimbursed by MRC for these transportation costs.

Through these programs LASAN collects an average of 37,500 mattresses per year, bringing over 1,000 tons of material to MRC's facilities annually. Since 2017, this collaborative program with MRC has resulted in the recycling of over 200,000 mattresses.

MRC's reimbursement rates to the City are calculated based on the driving distance from LASAN's six watersheds (WLA, EV, WV, HBR, NC, and SLA) to MRC's designated recycler. These rates also factor in expected labor cost and estimated truck operational costs, benchmarked against the Federal Emergency Management Agency's garbage truck hourly rate (code 8731).

In the first year of the LOA, LASAN anticipates receiving \$131,643.49 in reimbursement for mattress transportation to MRC's designated recycler. This represents a 24.7% increase from the City's previous agreement with MRC. The LOA includes a provision for annual rate increases each July, based on the Consumer Price Index for All Urban Consumers: Garbage and Trash Collection Services in the U.S. City Average, as computed and published by the Bureau of Labor Statistics, U.S. Department of Labor (Series ID CUUR0000SEHG02). LASAN projects an average annual reimbursement rate increase of 3.96%. Over the 15-year term of the LOA, the City expects to receive an estimated \$2,628,153.76 in reimbursement.

Consistent with Los Angeles City Charter sections 371(e) and 372, the use of competitive bidding or proposals for the services in this LOA would be undesirable, impractical, and not compatible with the City's best interests, as MRC is the only CalRecycle-approved mattress recycling organization authorized to administer these services.

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Term of Agreement

The contract term will be for fifteen (15) years, commencing July 1, 2025 and ending on June 30, 2040. The City shall be compensated retroactively by MRC for services rendered between July 1, 2025 and the LOA's execution date.

Approved as to Form

The proposed LOA has been approved as to form by the Office of the City Attorney.

Other City Policies and Requirements

MRC shall comply with all relevant City requirements, including, but not limited to:

- Non-Discrimination/Equal Employment Practices/Affirmative Action
- Child Support Obligations Ordinance
- Slavery Disclosure and Disclosure of Border Wall Contracting Ordinances
- First Source Hiring Ordinance
- City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance

CONTRACTOR RESPONSIBILITY ORDINANCE

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

LOA Administration

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

PROGRAM/PROJECT REVIEW BY COMMITTEE/DIRECTOR (PRD/PRC) APPROVAL

This LOA is being concurrently reviewed by PRD.

STATUS OF FINANCING

This LOA serves as the mechanism for the City to receive compensation from MRC for the services LASAN provides in transporting used mattresses to an MRC-approved recycling facility. Reimbursements will be deposited into the Fund No. 508, Solid Waste Resources Revenue Fund, Department No. 50, Departmental Revenue Source Code 518801, Miscellaneous Revenue - Others.

FUTURE ACTIONS

Upon authorization by the Council and the Mayor, the Board will execute the LOA with MRC.

(Signature page follows)

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DECEMBER 1, 2025

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Respectfully submitted,



BARBARA ROMERO
Director and General Manager
Bureau of Sanitation

REVIEWED AND APPROVED BY:



Sarai Bhaga (Oct 31, 2025 12:03:19 PDT)

SARAI BHAGA, Chief Financial Officer
Bureau of Sanitation

Date: _____

Prepared by:

Bernadette Halverson, SRSSD

(213) 485-3634

James Roska, SRSSD

(213) 485-2988

Nicholas Nuccio, SRSSD

(213) 820-5685

TRANSMITTAL NO. 1

**LETTER OF AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
MATTRESS RECYCLING CALIFORNIA COUNCIL, LLC
FOR
USED MATTRESS COLLECTION COMPENSATION PROGRAM**

WHEREAS, pursuant to the provisions of the California Integrated Solid Waste Management Act of 1989 (AB 939), the City of Los Angeles (City) was mandated and has diverted fifty percent (50%) of all solid waste from landfills by the year 2000. In 2011, the Bureau of Sanitation of the Department of Public Works of the City (LASAN) implemented a pilot program to increase the landfill diversion by recycling used mattresses collected from the curbside. The City's pilot program assigned dedicated collection trucks to collect used mattresses and deliver them to a recycling facility. Mattress materials (*hereinafter*, "Mattress" or "Mattresses") include discarded foundations and mattresses that are collected by LASAN at no additional charge to the City residents; and

WHEREAS, the Used Mattress Recovery and Recycling Act (SB 254) was enacted on September 27, 2013 as amended, and codified in the California Public Resources Code §§ 42985-42994. The Act, along with the Used Mattress Recovery and Recycling Program Regulations, directed the California Department of Resources Recycling and Recovery (CalRecycle) to establish a Statewide Mattress Recycling Program ("Program") aimed at reducing the number of Mattresses disposed of in landfills across the State; and

WHEREAS, on July 2, 2014, CalRecycle approved Mattress Recycling Council California, LLC (MRC) as the Mattress recycling organization defined in California Public Resources Code § 42986(h). MRC is authorized to negotiate and execute agreements to collect and transport used Mattresses for recycling. MRC's activities will be funded by an itemized charge collected from purchasers of Mattresses in California. In addition to administering the program required by the Act, MRC also administers Mattress recycling laws enacted in other states; and

WHEREAS, consistent with Los Angeles City Charter sections 371(e) and 372, the use of competitive bidding or proposals for the services in this Letter of Agreement would be undesirable and impractical at this time and not compatible with the City's interests, including but not limited to the fact that MRC is the only Mattress recycling organization approved by CalRecycle to administer the Program; and

WHEREAS, SB 1274 provided regulations that clarified and established administrative procedures for CalRecycle to fulfill responsibilities under the Act, including definitions, plan and annual report submittal instructions, plan components, the Mattress recycling charge and annual budget, and annual reports from MRC, recyclers, renovators, and solid waste landfills; and

WHEREAS, the City continues to advance its waste diversion practices and remains dedicated to promoting sustainability and recycling initiatives that address the evolving needs of Los Angeles' residents. Since 2017, the City has diverted and recycled approximately 213,000 Mattresses; and

WHEREAS, the City offers a monthly drop-off collection service of bulky items, including mattresses, to City residents on one Saturday each month. Such service is available at the West Los Angeles (WLA), East Valley (EV), West Valley (WV) and Harbor (HBR) collection yards, as well as the Central Los Angeles Recycling and Transfer Station (CLARTS).

WHEREAS, the City and MRC previously entered into a Letter of Agreement for the compensation of Mattress transportation services from July 1, 2023 to June 30, 2025; and

WHEREAS, MRC has agreed to extend this compensation for an additional fifteen years following the expiration of the initial Letter of Agreement on June 30, 2025; and

WHEREAS, MRC will provide detailed coordination to facilitate the efficient consolidation of Mattresses from designated City solid waste facilities, as listed in *Attachment D* (Solid Waste Facilities); and

NOW, THEREFORE, in consideration of the foregoing and of the benefits, which will accrue to the parties hereto in carrying out the terms and conditions of this Letter of Agreement (“LOA”), it is understood and agreed by and between the parties hereto as follows:

Article 1. Term of the Letter of Agreement:

The term of this LOA will be from July 1, 2025 to June 30, 2040. In the event that this LOA is executed after July 1, 2025, City shall be compensated retroactively by MRC for services rendered between July 1, 2025 and the LOA’s execution date.

Article 2. Statement of Work:

Article 2.A. Scope of Work for MRC

MRC shall provide the following services:

1. Collection from Consolidation Locations by MRC: MRC or its contractors shall coordinate the consolidation of used Mattresses, including the provision of labor, equipment, and containers, adhering to best management practices. This service will be provided at all of LASAN’s designated Mattress consolidation locations (“Consolidation Locations”) listed below:
 - a. West Valley Yard: 8840 Vanalden Avenue, Northridge, CA 91324.
 - b. Any additional Consolidation Locations will be mutually agreed upon by LASAN and MRC, in writing, and incorporated into this LOA.
 - 1.1. MRC or its contractors shall accept and collect containers filled with Mattresses from the Consolidation Locations and deliver them to an MRC contracted recycling facility within one (1) business day of notification by LASAN. Filled containers must be exchanged with empty containers at the time of collection for continuous collection cycles.
 - 1.1.1. In the event of worker shortages or emergencies, the turnaround time may be extended to two (2) business days. MRC must inform the LASAN Project Manager at least five (5) business days in advance, whenever such delays are anticipated.
 - 1.1.2. If a shortage or delay in MRC pickups results in overfilled containers at the Consolidation Location, the LASAN Project Manager or on-duty LASAN supervisor will contact the MRC Project Manager to arrange for emergency collection. MRC will then coordinate with the LASAN District Yard supervisor to have excess Mattresses collected within 24 hours of receiving such notification.
 - 1.2. Upon written request, MRC or its contractors will provide shipping documentation with

all relevant information including, but not limited to, LASAN District Yard collected from and count of Mattresses. The shipping documentation will have a unique identification number and will be entered into MRC's designated electronic reporting platform by the recycling facility. LASAN Staff will be provided review access to MRC's designated electronic reporting platform.

- 1.3. The consolidation of Mattresses at Consolidation Locations must comply with the California Mattress Recycling Program Guidelines ("Guidelines," Attachment C) and other applicable laws and regulations.
- 1.4. MRC or its contractors' crew, vehicles, and equipment must adhere to all applicable Federal, State and City laws and safety requirements, including but not limited to traffic regulations, safety rules, safety equipment and protective gear requirements, while performing consolidation activities. MRC and its contractors shall also comply with new or revised laws, regulations, and procedures that apply to this LOA.
2. Direct Hauling to MRC Contracted Recycling Facility by LASAN:
MRC shall provide compensation for the handling of used Mattresses collected and directly hauled by LASAN trucks to MRC's contracted recycling facility with the conditions described below in **Terms of Compensation** at the compensation rates identified in *Attachment A*. MRC or its contractors will provide shipping documentation with a unique identification number with details including, but not limited to: LASAN wasteshed of origin or site address, delivery date, recycler name, quantity and weight of Mattresses (based on the standard of 55 lbs per Mattress), before the LASAN truck leaves MRC's contracted recycling facility, or MRC's contracted hauler leaves an LASAN facility. The MRC representative and LASAN staff must complete, review, and certify the Mattress count is accurate by signing shipping documentation.
3. MRC shall submit or make available monthly reports to the City Project Manager no later than fifteen (15) days after the conclusion of each calendar month. Each report shall include the following information for each truck delivery throughout the month: Date, LASAN District Yard or Consolidation Location name and the number of Mattresses delivered per truck. Each report shall list the individual haul records for each load of Mattresses delivered to MRC's contracted recycler. Copies of all shipping documentation will be available and accessible for download in PDF format within MRC's designated electronic reporting platform. The City Project Manager will review the transaction summary and supporting documentation. Upon reasonable request by the City Project Manager, MRC or its contractors shall provide additional information required by the City to complete its verification.
4. Upon acceptance of Mattress containers by MRC's contracted hauler or recycling facility, MRC or its contractors accept full responsibility for the City's Mattress materials contained therein. The City shall not be responsible for paying MRC or its contractors any costs for the shipment, processing or disposal of these Mattress materials.
5. MRC or its contractors shall not be obligated to accept any materials it deems to be harmful or dangerous or any material not defined as a Mattress under the Program.
6. MRC provides these transportation and recycling services at its own risk and agrees to take every reasonable precaution to protect all City facilities during the performance of these services. MRC agrees to maintain and require its contractors to maintain general liability insurance coverage throughout the term of this LOA in an amount not less than \$1,000,000 per occurrence and to

name the City of Los Angeles as an additional insured. This paragraph does not purport to make MRC and the City liable to each other for damages caused by the actions or omissions of any third-party contractor.

Article 2.B. Scope of Work for the City

The City shall provide the following services:

1. Direct Hauling to MRC Contracted Recycling Facility by LASAN:

LASAN shall provide its own vehicles for the direct-hauling of Mattresses collected by its drivers from WLA, North Central (NC), South Los Angeles (SLA), EV, and HBR wastesheds to a recycling facility designated by MRC at the time of the departure from the LASAN facility. LASAN reserves the right to provide the same transportation services from the WV wasteshed with the rates and conditions described in *Attachment A*, pending a written request and mutual agreement between the involved parties.

LASAN shall be compensated for transportation services with the conditions described in **Terms of Compensation** below and the prevailing direct haul compensation rates described in *Attachment A*.

2. The consolidation of used Mattresses at LASAN District Yards must comply with the Guidelines and other applicable laws and regulations.
3. LASAN does not guarantee or commit to providing a minimum and/or maximum number of Mattresses under this LOA, nor does it provide any assurances regarding the condition of any Mattresses collected from the City.
4. LASAN shall make best efforts to manage the Mattress collection, storage, and transportation under this LOA in the safest and most efficient manner possible in accordance with *Attachment C* and other applicable laws and regulations.
5. The City will provide MRC with a minimum of forty-five (45) days advance notice of any temporary collection events to be conducted by the City, where City of LA residents may drop off Mattresses for free collection. MRC, however, reserves the right to refuse to provide Mattress storage container(s) and/or transportation to its contracted recycling facility for any such events if it determines, using reasonable judgment, that the events are unnecessary or duplicative due to the close proximity and availability of City drop-off locations and bulky pick-up services. In cases of refusal, MRC shall provide a written electronic notice to the City not less than 30 days prior to the scheduled collection event.
6. The City reserves the right to reallocate the quantity and method of Mattress collection and/or transportation at its discretion. MRC reserves the right to redirect Mattresses collected by LASAN to other MRC contracted recyclers at its discretion.
7. The City provides the services at its own risk and agrees to take every precaution to protect all public and private property during the performance of these services. If the City's personnel or equipment causes any damage to the property of MRC or its contractors, the City, at its sole expense, will promptly replace the damaged property or repair it to the condition existing before the damage. This paragraph does not purport to make MRC and the City liable to each other for damages caused by the actions or omissions of any third-party contractor.

Article 3. Terms of Compensation:

For the complete and satisfactory performance of the terms of this LOA, the City shall be compensated for the services per Attachment A. This LOA will authorize payment to the City for services rendered for the entire term of this LOA.

1. Compensation rates for Mattresses collected from each wasteshed and directly-hauled by LASAN trucks to MRC’s contracted recycling facility are specified in *Attachment A*.

These rates are based on the estimated cost of a City truck round-trip from the City’s specified centroid location of each wasteshed to MRC’s contracted recycling facility. This calculation uses the Federal Emergency Management Agency (FEMA) garbage truck hourly rate code 8731 and agreed labor standard cost. Calculations are provided in *Attachment E* (Compensation Calculation Spreadsheet).

In the event of any relocation of MRC’s contracted recycling facilities, MRC shall notify the City at least 45 days in advance, provided the change is not related to a Force Majeure Event as defined in Article 19. Based on the agreed calculation methodology in *Attachment E*, the City will use the new address to calculate new compensation rates for each wasteshed, which will be sent to MRC via a Rate Change Notification prescribed in *Attachment A*. These new compensation rates shall become effective once the relocation occurs, provided MRC agrees in writing. If the relocation is due to a Force Majeure Event or if MRC’s approval is delayed, the compensation rates existing at the time of the Force Majeure Event will prevail until the new compensation rates are approved by MRC.

2. As of the start date of this LOA, no compensation will be provided to LASAN for the consolidation of Mattresses at its designated Mattress Consolidation Locations. Future compensation for the consolidation of Mattresses may be mutually agreed to by both parties and memorialized in writing by a Rate Change Notification prescribed in *Attachment A*.
3. Beginning July 1, 2026, and every July 1 thereafter, the direct-haul and future consolidation compensation rates shall be adjusted using a Consumer Price Index (“CPI”) as follows:

$$1+ (\% \text{ change in CPI-GT})$$

where “% change” is the percentage change in the index from the previous year. CPI-GT is the Consumer Price Index for All Urban Consumers: Garbage and Trash Collection Services in the U.S. City Average, as computed and published by the Bureau of Labor Statistics, U.S. Department of Labor (Series ID CUUR0000SEHG02). The percent change in CPI-GT shall be computed using current and prior year January values for these indices.

The City shall transmit Rate Change Notifications as shown in Attachment A to MRC via electronic mail to the current MRC Program Representative. Upon acceptance, MRC shall transmit the executed Rate Change Notification via electronic mail to the current City Program Manager.

Article 4. Invoicing:

MRC shall compensate the City for services as described in **Terms of Compensation and Attachment A**.

The City's Financial Management Division (FMD) will prepare invoices after review and approval by the LASAN Project Manager. FMD will send the approved invoices to MRC using MRC's method and address specified below:

To: Mattress Recycling Council California, LLC
Attn.: Accounts Payable
Fax: (703) 683-4503
Phone: (855) 229-1691
E-mail: Payables@mrc-us.org
Address: 501 Wythe Street, Alexandria, VA 22314

Invoices provided by the City under this LOA must include the following information, as listed in *Attachment B*:

1. A unique and identifying invoice number;
2. Specific work categories of services provided;
3. Number of Mattresses delivered;
4. Any additional information as agreed upon in writing by the parties that is relevant to the services being performed by the City.

Each invoice must include the signature of the City employee responsible for submitting it and a certification that the invoice accurately reflects the services performed. MRC reserves the right to decline payment of any invoice or portion thereof not received in an acceptable form and for services performed by the City in a particular month but not invoiced for more than 90 days after the LASAN Project Manager receives MRC's monthly report.

All amounts invoiced by the City to MRC, or paid by MRC to the City, are subject to audit by MRC, as described below in **Audit and Inspection Rights of MRC**.

Upon receipt of an invoice, MRC will process payment within forty-five (45) days, provided the City has fulfilled its obligations as outlined in this LOA. If MRC has valid objections to the invoice, it will promptly notify the LASAN Project Manager in writing, outlining the specific reasons for such objections and paying the undisputed amount as per the LOA's terms. MRC's partial or full payment of an invoice does not relieve the City of any of its obligations under this LOA nor does it constitute a waiver of potential claims by MRC.

The City warrants that, to the best of its knowledge, all documents, including invoices, billings, supporting documentation for invoices, and reports submitted by the City to MRC accurately reflect the facts about the activities and transactions to which they pertain. The City further warrants that MRC, for whatever purpose, may rely upon all such documents and the data therein as being complete and accurate. The City will promptly notify MRC upon discovery of any instances where the City becomes aware of any discrepancies in relation to documents under this section.

Article 5. Contacts:

For the purpose of this LOA, the City and MRC have identified the following individuals as Project or Program Managers and Program Representatives. These individuals will be the contacts for all work under this LOA, including payments due to the City. Either party may elect to delegate a portion of the responsibilities under this LOA to another individual in their organization, including on an interim basis.

In the event that there is a change in the designated Project Manager or Program Representatives or MRC's information related to Invoicing, email notification to the other party will take place within three business days of a replacement being named.

Project Manager for the City:

Nicholas Nuccio
Phone: (213) 820-5685 / Email: nicholas.nuccio@lacity.org
City of Los Angeles, LA Sanitation & Environment
1149 S. Broadway, Suite #500
Los Angeles, CA 90015

Program Manager for the City:

James Roska
Phone: (213) 485-2988 / Email: james.roska@lacity.org
City of Los Angeles, LA Sanitation & Environment
1149 S. Broadway, Suite #500
Los Angeles, CA 90015

Program Representatives for MRC:

Mark Patti
Program Manager, California
Phone: (661) 237-8174 / Email: mpatti@mrc-us.org
501 Wythe Street,
Alexandria, VA 22314

Anna Burnett
Southern California Territory Representative
Phone: (805) 880-2680 / Email: aburnett@mrc-us.org
501 Wythe Street,
Alexandria, VA 22314

Article 6. Audit and Inspection Rights of MRC:

MRC and its representatives may (a) monitor and verify that the City has complied with this LOA, the applicable law, and the Guidelines; and (b) consult with the City about such compliance; provided, however, that MRC will not, and affirmatively disclaims any ability to, control, supervise or manage (1) the employees of the City; (2) the activities undertaken by the City in the performance of this LOA; and (3) the means by which the City meets all requirements, including applicable Law.

The City will maintain and make available to MRC, during regular business hours, accurate books and accounting records relating to its services under this LOA. The City will permit MRC to audit, examine, and make excerpts and transcripts, for any books or records, and to make audits of any invoices, materials, records, and other data related to all other matters covered by this LOA, unless such documents are confidential in accordance with the California Public Records Act (Govt. Code § 6250 – 6276.48). The City will maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date produced under this LOA or until after final audit has been resolved, whichever is later. The City will include this requirement in any subcontract for the performance of any of the services under this LOA.

Article 7. Changes or Modifications:

Changes or modifications in the terms of this LOA may be made anytime by mutual written agreement

between the City and MRC. Nothing in this LOA shall be construed to prevent or preclude MRC from participating in any other contracts with the City. In addition, nothing herein shall be construed to prevent or preclude the City from engaging in any contracts with other contractors for mattress recycling.

Article 8. Inconsistencies:

MRC is responsible for completing and submitting all attendant documentation required by the following provisions as requested by the City. In the event of an inconsistency between any of the provisions of this LOA and/or attachments, the inconsistency shall be resolved by giving precedence in the following order:

1. Paragraphs set forth in this LOA;
2. Attachments to this LOA.

Article 9. Termination:

1. Termination by Either Party:

Either party may terminate this LOA upon ten business days' written notice to the other party for any reason. If City exercises its right to terminate pursuant to this paragraph, MRC agrees to remove containers from LASAN property within three business days after receiving written notice of termination.

2. Termination by MRC for Lack of Funding:

This LOA is contingent upon MRC's ability to fund the program through fees collected on mattress sales in California. MRC may terminate this LOA immediately upon written notice if such funding is reduced to such an extent that, in MRC's sole and reasonable opinion, it is unable to fulfill its duties under this LOA.

Article 10. Independent Contractor Status:

The parties intend that, in performing the services specified herein, each party is acting as an independent contractor. This LOA is not intended and may not be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association.

Each party, or its subcontractors, as appropriate, is solely liable and responsible for providing all compensation and benefits due to, or on behalf of, all persons performing work on its behalf in connection with this LOA. Neither party has any liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the other party.

Each party understands and agrees that all persons performing work pursuant to this LOA are, for purposes of Workers' Compensation liability, solely employees of that party and not employees of the other party. Each party is solely liable and responsible for furnishing any and all Workers' Compensation benefits to its employees as a result of any injuries arising from or connected with any work performed by or on behalf of that party pursuant to this LOA.

MRC's contractors are independent entities and are not employees, partners, or agents of either party. Neither party is liable for the acts or omissions of third-party contractors under this LOA. However, if City exercises the direct haul option, City will be liable for any acts or omissions in providing such services.

Article 11. Prohibition Against Assignment or Delegation:

MRC may not, unless it has first obtained the written permission of the City, assign this LOA, or otherwise transfer any of its duties under this LOA.

Article 12. Non-Discrimination:

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

- A. MRC shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City. In performing this LOA, MRC shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this LOA by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this LOA by reference and will be known as the "Equal Employment Practices" provisions of this LOA.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this LOA by reference and will be known as the "Affirmative Action Program" provisions of this LOA.

Any subcontract entered into by MRC for work to be performed under this LOA must include an identical provision.

Failure of MRC to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject MRC to the imposition of any and all sanctions allowed by law, including but not limited to termination of MRC's LOA with the City.

Article 13. Contractor Responsibility Ordinance:

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

Article 14. First Source Hiring Ordinance:

MRC shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 et seq., as amended from time to time. Any subcontract entered into by MRC for work to be performed under this LOA must include an identical provision.

Article 15. Service Contractor Worker Retention Ordinance:

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

Article 16. Child Support Assignment Orders:

MRC shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, MRC shall fully comply with all applicable State and Federal employment reporting requirements. Failure of MRC to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or

Notices of Assignment, or the failure of any principal owner(s) of MRC to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the MRC under this LOA. Failure of MRC or principal owner to cure the default within 90 days of the notice of default will subject this LOA to termination for breach. Any subcontract entered into by MRC for work to be performed under this LOA must include an identical provision.

Article 17. Applicable Law-Interpretation and Enforcement:

Each party's performance hereunder will comply with all statutes, rules, regulations, permits, requirements or orders and applicable laws of the United States of America, the State of California, County of Los Angeles and the City and other authorities and agencies having applicable jurisdiction that apply to or govern the used Mattresses collection, recovery and recycling services or the performance of MRC's respective obligations under this LOA. This LOA will be enforced and interpreted under the laws of the State of California and the City without regard to conflict of law principles.

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

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

Article 18. Time of Effectiveness

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

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

Article 19. Force Majeure Events

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

Article 20. Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, MRC shall defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation

costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including MRC's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by MRC, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this LOA. This provision will survive expiration or termination of this LOA.

Except for the active negligence or willful misconduct of MRC, its sole member, officers, directors agents, employees, assigns and successors in interest, the City shall defend, indemnify and hold harmless MRC, its sole member, officers, directors, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by MRC, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the City's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the City, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of MRC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this LOA. This provision will survive expiration or termination of this LOA.

Article 21. Slavery Disclosure Ordinance

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

Article 22. Contractors' Use of Criminal History for Consideration of Employment Applications

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

Article 23. Confidentiality

All documents, information, and materials provided to MRC by City or developed by MRC pursuant to this LOA (collectively "Confidential Information") are confidential. MRC shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by City or as required by law. MRC shall immediately notify City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this LOA.

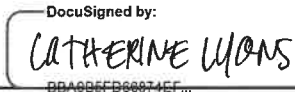
Article 24. Border Wall Contracting Ordinance

MRC shall comply with Los Angeles Administrative Code Section 10.50 et seq., Disclosure of Border Wall Contracting. The City may terminate this LOA at any time if the City determines that MRC failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

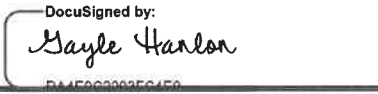
Signature:

In witness whereof, the City of Los Angeles and Mattress Recycling Council California, LLC have caused this LOA to be executed by their duly authorized representatives:

For: MATTRESS RECYCLING COUNCIL CALIFORNIA, LLC

By: 

Name: Catherine Lyons
Title: Manager, Mattress Recycling Council California, LLC
Date: August 13, 2025



MRC Legal Approval

For: THE CITY OF LOS ANGELES
A Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
Name: _____
Title: Commissioner
Department: BOARD OF PUBLIC WORKS
Date: _____

By: _____
Title: Commissioner
Department: BOARD OF PUBLIC WORKS
Date: _____

APPROVED AS TO FORM AND LEGALITY:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Name: Thomas Costello-Vega
Title: Deputy City Attorney
Department: CITY ATTORNEY
Date: _____

ATTACHMENTS

Attachment A	Compensation Rates and Rate Change Notification
Attachment B	Model Invoice
Attachment C	California Mattress Recycling Program Guidelines
Attachment D	Solid Waste Facilities
Attachment E	Compensation Calculation Spreadsheet

Attachment A: Compensation Rates and Example Rate Change Notification

MRC shall compensate City for Mattresses collected from each wasteshed and direct-hauled by LASAN trucks to MRC’s contracted recycling facility are specified below.

CONSOLIDATION MRC will provide the staff & labor in consolidating the LASAN collected mattresses into the MRC’s supplied appropriate agreed upon container size, hauling service from the centralized collection site to MRC’s contracted recycling facility		LASAN DIRECT HAULING The City will provide its own collection and transportation services to haul used Mattresses directly from the City’s centroid location of each wasteshed to MRC’s contracted recycling facility.		
LASAN CONSOLIDATION LOCATION (DISTRICT CODE)	COST PER MATTRESS COMPENSATION	CENTROID LOCATION OF WASTESHED	MRC’S CONTRACTED RECYCLING FACILITY LOCATION	COST PER MATTRESS COMPENSATION
West Valley District Yard (210) 8840 Vanalden Avenue, Northridge, CA 91324	\$ 0.00 per unit	<i>West Valley</i> 19450 Lanark St. Receda, CA 91356	Los Angeles, CA 90001	\$ 14.84
		<i>West LA</i> Wilshire Blvd and Bosalle Ave., Los Angeles, CA 90025	Los Angeles, CA 90001	\$ 7.42
		<i>North Central</i> 2000 Lake Shore Ave., Los Angeles, CA 90039	Los Angeles, CA 90001	\$ 6.18
		<i>South LA</i> 1100 West 55 th St., Los Angeles, CA 90037	Los Angeles, CA 90001	\$ 2.47
		<i>East Valley</i> 12250 Community St., Sun Valley, CA 90040	Los Angeles, CA 90001	\$ 11.13
		<i>Harbor</i> 1400 North Gaffey St., San Pedro, CA 90731	Los Angeles, CA 90001	\$ 5.56

City of Los Angeles Rate Change Notification

Pursuant to {DATE} Letter of Agreement Terms of Compensation, the Parties agree to the following rate changes:

Effective Date:

Type of Service: Mattress Handling Fee

LASAN Location

Destination

Accepted By:

Proposed by:

Mattress Recycling Council California, LLC

City of Los Angeles Bureau of Sanitation

Date

Date

MRC Legal Approval

Attachment B Model Invoice

Invoice Date: _____

Service Provider: _____

Collection Facility Location: _____

Unique Identifying Invoice Number: _____

Dates of Service: _____

Service (refer to Attachment B of Agreement for definitions of below Service terms)	Quantity of Mattresses	Unit Price	Invoiced Amount
Program Product Consolidation			
TOTAL			

The above invoice represents, to the best of my knowledge, complete and accurate information regarding the Services rendered and for which the Service Provider seeks payment through the Program. I hereby certify on behalf of the Service Provider that the attached back-up documentation is accurate.

Name: _____

Company Title: _____

ATTACHMENT C



**BYE BYE MATTRESS
CALIFORNIA
COLLECTION GUIDELINES**

PUBLISHED AUGUST 2024



bye bye mattress

A Program of the Mattress Recycling Council®

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Program Withdrawal & Termination	12

About the Guidelines

Staff at all participating collection sites must be knowledgeable regarding these guidelines before accepting mattresses. For simplicity, these guidelines will refer to mattresses, box springs and futons as mattresses. These guidelines describe the program and expectations for participating sites. MRC reserves the right to update, change, modify, amend, add or remove terms or otherwise alter these guidelines at any time with or without prior notice.

About the Mattress Recycling Council

In 2013, California enacted Senate Bill 254 as amended which requires mattress manufacturers to create a recycling program for mattresses discarded in the state. The bedding industry established the Mattress Recycling Council (MRC) to develop and operate the mattress recycling program known as Bye Bye Mattress.

What MRC Provides

MRC provides the following to participating collection sites:

- A collection container to store mattresses that is appropriate for the number of mattresses that the collection site expects to generate and the site's available space
- Transportation from the collection site to a contracted recycler
- No-cost mattress recycling services

CONTACTS

MRC Contacts: Visit our site [here](#) to view our current contact page.



Scan the above QR code to find a map of MRC's Program Coordinator's territories and your designated Program Coordinator contact.

Payables

For issues with your billing and invoicing, please contact:

Accounts Payable

1-855-229-1691

payables@mrc-us.org

Transportation

For issues with your carrier, frequency of service, or access to the MyMRC portal contact:

transportation@mrc-us.org



PROGRAM MATERIALS

INCLUDED PRODUCTS

Mattresses: Defined as any sleep surface covered with ticking or fabric that contains resilient material such as steel innersprings, foam, fiber or other filling or upholstery materials, used alone or in combination, regardless of size or shape. This definition includes foam mattresses.

Futons: See mattress definition above. Futon mattresses must be detachable from the frame or base to be accepted. Futon mattresses that do not detach from the frame or base are not included.

Box springs also commonly called foundations: A ticking or fabric-covered structure used to support a mattress or sleep surface and may be comprised of a frame, foam, springs or other structure, or other materials, used alone or in combination, regardless of whether the product is stationary or adjustable.

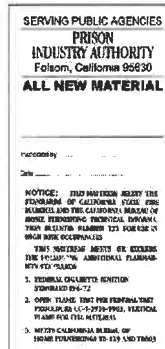


All items accepted for recycling by MRC must have been used and discarded in the state of California.

PROGRAM MATERIALS

EXCLUDED PRODUCTS

- Severely wet, damaged, twisted, frozen, or soiled mattresses
- Adjustable bases not covered in ticking or fabric
- Air mattresses that contain no upholstery material (such as camping beds)
- Car beds
- California Prison Industry Authority units
- Collapsible roll-away beds
- Fold-out sofa beds
- Futon frames or bases
- Juvenile products including crib mattresses, carriages, baskets, dressing tables, strollers, playpens, infant carriers, lounge pad, crib bumpers
- Loose bedding, blankets, or sheets
- Mattresses infested with bed bugs or other living organisms
- Mattress pads and toppers
- Metal bed frames
- Out-of-state mattresses
- Pillows and cushions
- Sleeping bags
- Water beds



PROGRAM MATERIALS

MATTRESS INSPECTION AND EXAMINATION

Collection site staff should screen incoming mattresses to determine whether they are suitable for recycling and should remove mattresses that are:

- Excessively wet or frozen
- Severely twisted, punctured, or crushed
- Infested with bed bugs or other living organisms
- Exceptionally soiled or moldy

Mattresses not suitable for recycling should be disposed of through your existing solid waste stream or your nearby solid waste facility.

Bed Bug Identification

Mattresses and box springs infested with bed bugs are unacceptable for recycling and should be disposed of through your existing solid waste stream or your nearby solid waste facility. Staff at collection sites should evaluate program materials for evidence of bed bug infestation. A training webinar focused on dispelling health-related myths, identifying bed bugs, and offering best practices for protecting staff can be found here: <https://www.mattressrecyclingcouncil.org/resources>



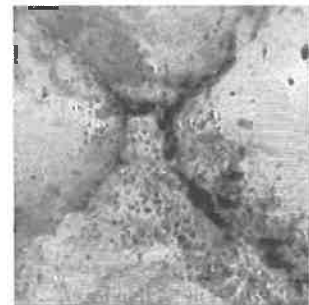
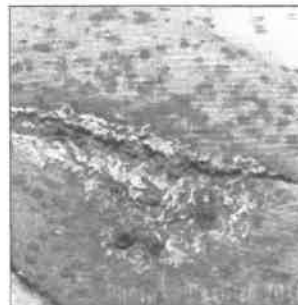
Bed bugs are tan to brown in color, but may appear redder if they have fed.

Adult Bed Bugs are dorsally flat insects, broadly oval, and the size of an apple or melon seed (1/4").

Nymphs look like adults in shape but are smaller.

Eggs are white and barrel-shaped.

Signs of bed bug activity may be more obvious than the insects themselves. Look for clusters of dark spots or smudges on mattresses (fecal spots), especially along seams. Eggs, shed skins, and all life stages of bed bugs may also be present in these 'soiled' areas.



For more information on bed bugs, please refer to the resources made possible by the Connecticut Coalition Against Bed Bugs at www.ct.gov/caes/CCABB

QUALITY STANDARDS

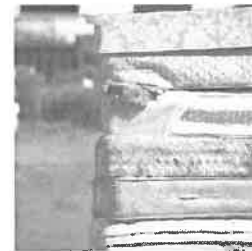
Acceptable Quality

IMPORTANT: Only units used and discarded in California are accepted by the program.

Shown here are examples of acceptable units.

Other Conditions:

- Futons (with base detached)
- Adjustable beds (if covered with fabric and ticking)
- All-foam mattresses

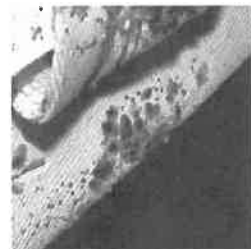
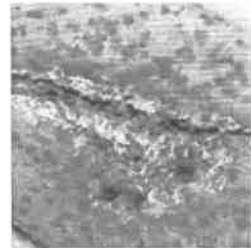
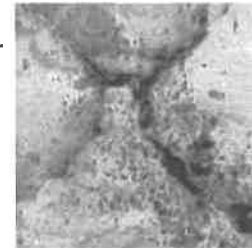


Unacceptable Quality

Shown here are examples to illustrate severe damage, heavy soiling, and infestation.

Other Conditions:

- Out-of-state mattresses
- Severely damaged or soiled mattresses
- Mattress that have been stripped of padding components.
- Pillows and cushions
- Fold-out sofa beds and futon frames or bases
- Loose mattress pads, toppers
- Loose bedding, blankets, or sheets
- Water beds
- Fire damaged units



MATERIALS COLLECTION & HANDLING

Each collection site will have unique operational considerations. Participating sites must make their own decisions about how to best manage their operations in the safest manner possible in accordance with applicable laws. At a minimum, each participating site must meet these requirements:

MINIMUM PROGRAM REQUIREMENTS	
SITE	Each collection site must be secure with adequate space and staffing to handle and store acceptable mattresses.
PERMITS	Each collection site must have knowledge of and comply with all applicable federal, state, and local laws. These may include, but are not limited to, zoning requirements, state permit requirements, and OSHA or other workplace requirements. Please contact your Local Enforcement Agency (LEA) to confirm whether your site is in compliance with all applicable notifications or requirements for accepting mattresses for recycling at your site. In many cases, this will be your county or local Public Health Department.
INSURANCE	Each collection site must maintain commercial general liability insurance coverage of at least \$1,000,000 per occurrence and workers compensation coverage, as required by statute.
TRAINING	Staff at each collection site must be trained and knowledgeable regarding these guidelines before accepting mattresses for recycling.
STORING & LOADING MATTRESSES	Collection sites must keep mattresses dry by storing in weatherproof containers or under cover to maximize their recyclability. In addition, all collection sites must: <ul style="list-style-type: none"> • Make every effort to place mattresses in MRC-designated storage containers immediately upon acceptance • Store units off the ground and make every effort to keep container doors closed • Keep mattresses intact and not intentionally crush or puncture them • Efficiently stack mattresses to maximize the number of units loaded in each storage container* • Provide oversight to keep unacceptable items out of MRC-designated storage containers • Remove any non-program materials from MRC-designated storage containers before transport to MRC recyclers • Practice good housekeeping standards and keep storage containers and program materials in a neat and orderly condition
SITE ACCESS	Collection sites must allow MRC on-site access to confirm compliance with these guidelines.

*See page 9 for photos and guidelines

MATERIALS COLLECTION & HANDLING

LOADING MATTRESSES IN STORAGE CONTAINERS

Expected number of mattresses that should fit in various container sizes:

Container Type	Number of Mattresses
20-foot sea container	30-45
28-foot trailer	60-95
40-foot sea container	75-95
40-yard roll-off container	35-50
48-foot trailer	110-180
53-foot trailer	125-190

Acceptable Loading

1. **Begin each stack with a queen or full size box spring.**
This acts as a base pallet to create a secure stack and makes unloading of mattresses quick and efficient.
2. **Mattresses should be stacked horizontally** to the top of the trailer to maximize space.
3. In small quantities, king size mattresses can be placed vertically next to a stack of horizontal mattresses. If there are more than 10 king size units, stack horizontally.



Unacceptable Loading

IMPORTANT: Do not load units vertically or in an unsafe manner.

Please contact your Program Coordinator to learn more about acceptable/non-acceptable units and appropriate stacking and loading techniques.



TRANSPORTATION & PROCESSING

TRANSPORTERS

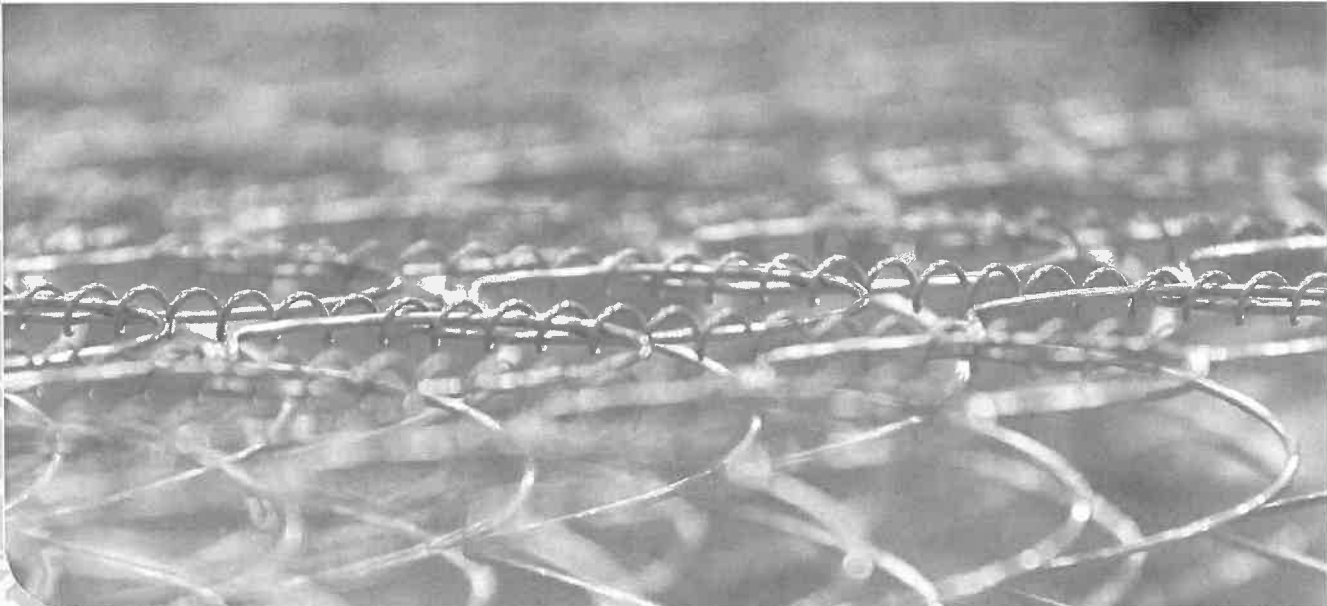
MRC will assign each collection site a transporter to provide a storage container and transportation services.

- MRC-contracted transporters must maintain commercial general liability and automobile insurance coverage of at least \$1,000,000 per occurrence
- Each collection site must notify transporter at least two business days before a storage container is full of mattresses
- Each collection site must request a haul through MyMRC
- On the scheduled pick up day, the collection site must make the collection container readily accessible to the transporter

A collection site may choose to provide its own storage container(s) and transportation. These locations must schedule appointments with the recycler on MyMRC to select a drop-off time.

RECYCLERS

Recyclers under contract with MRC will meet established recycling standards and accurately account for all mattresses received, the mattress components recycled (e.g., foam, steel, wood, fiber, etc.) and any residual disposal. Collection sites will be assigned an MRC recycler to best service your facility.



RECORDKEEPING

MyMRC:

MyMRC is a secure, online portal for collection sites, transporters, and recyclers. Upon activation, those assigned a user account will receive an email with their username and password.

MyMRC serves as a central location for all involved in the collection, transportation, and recycling of mattresses to more efficiently coordinate logistics and access real-time data. Once logged in, there is a personalized experience:

Collection Sites will use MyMRC to request pickups, cancel pickups, report feedback to MRC, and access detailed reports about the units collected on site.

Transporters will use MyMRC to manage pickup requests (accepting, rejecting or diverting them), make docking appointments with recyclers, and report feedback to MRC regarding completed pickups or issues experienced with a haul. Detailed reporting and dashboards will be available as well.

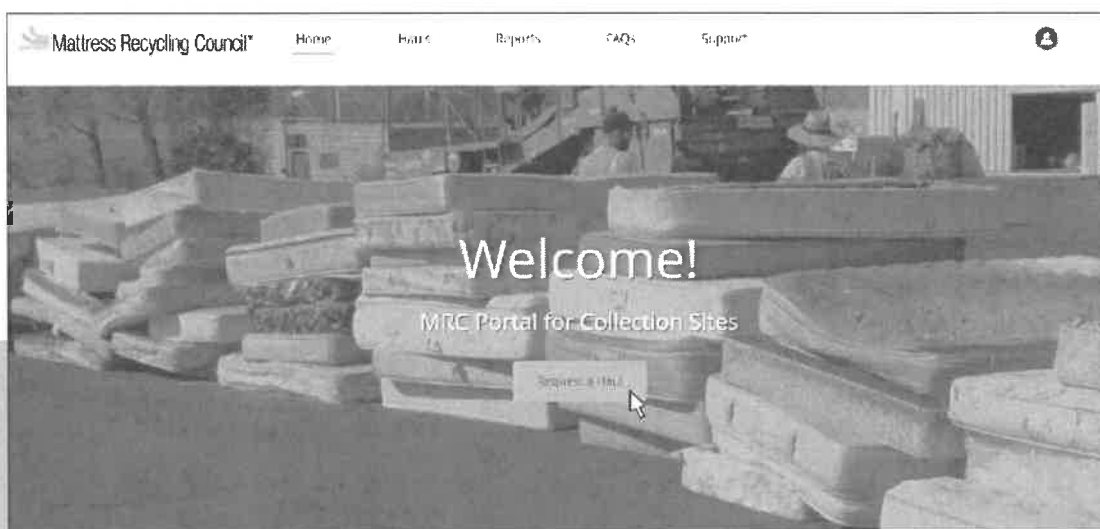
Annual Reporting to CalRecycle:

Per the law, mattress recyclers, renovators, and solid waste facilities, as defined by Public Resources Code section 42986, must submit an annual report to CalRecycle by May 1 each year.

See CalRecycle's website for more information:

<https://www.calrecycle.ca.gov/Mattresses/AnnualReport/>

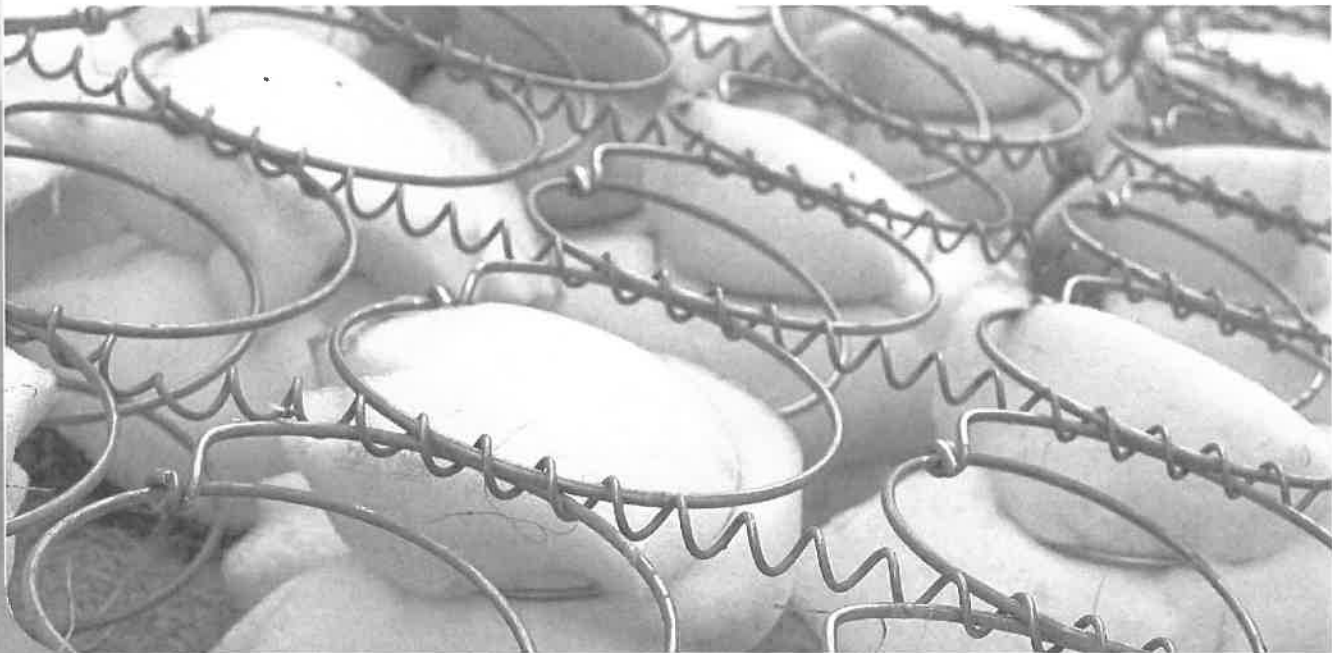
The annual reports must meet the requirements listed in Title 14, California Code of Regulations (CCR) sections 18965-18967, which includes contact information and quantitative information. Annual reports are used by CalRecycle and MRC to assess the program and establish and update the mattress recycling goals for the state. To pull a record of your site's annual collection data, you can navigate to the "Hauls" tab in MyMRC. Under this tab, you will be able to pull the needed mattress collection counts and weights for Cal Recycle or other internal/external reporting.



PROGRAM WITHDRAWAL & TERMINATION

A collection site's participation in MRC's Bye Bye Mattress program in California is voluntary. Either party may withdraw from participation in accordance with the terms in your contract. Written notice to the other party is required. MRC reserves the right to remove any collection site not in compliance with these guidelines from further participation in the program. To withdraw from MRC's Bye Bye Mattress program, please reach out to your Program Coordinator (see page 3 for contact details).

If the Bye Bye Mattress Program is creating on-site operational challenges for your staff, please reach out to your Program Coordinator (see page 3) for technical assistance and information about our available site improvement funding.



Attachment D: Solid Waste Facilities

WASTESHED	Location of District Yard
West Valley (Direct Haul)	8840 Vanalden Avenue Northridge, CA 91324
West Los Angeles	2027 Stoner Ave Los Angeles CA, 90025
North Central	452 N. San Fernando Road, Los Angeles, CA 90031
South LA	3990 Menlo Avenue Los Angeles, CA 90037
East Valley	11050 Pendleton Street Sun Valley, CA 91352
Harbor	1400 N. Gaffey St., San Pedro, CA 90731

Attachment E

MRC's November 2024 Proposal for handling fees		LASAN DIRECT HAULING		STAFF and LABOR					EQUIPMENT / VEHICLE		SUMMARY	
WASTESHED	Centroid Location of Wasteshed	ADDRESS (Recycler)	Gross Salary Rate incl CTO (\$/hr- RCTO)	Driving Time (Hrs per roundtri p)	Salary Cost (\$ per RCTO)	Indirect Cost (\$ per RCTO)	Labor Cost (\$ per RCTO)	No. of RCTOs	Total Cost (\$ per roundtrip)	FEMA garbage truck hourly rate (#8731) as of July 2023	Truck hourly cost	PROPOSED Cost Per Unit Compensation July 1, 2025
West Valley Yard (Direct Haul)	Street Receda, CA	8825 McKinley Street Los Angeles, CA 90001	\$59.76	4.00	\$239.04	\$71.71	\$310.75	1	\$310.75	\$70.70	\$282.80	\$14.84
West Los Angeles	Wilshire Blvd &	8825 McKinley Street	\$59.76	2.00	\$118.52	\$35.86	\$155.38	1	\$155.38	\$70.70	\$141.40	\$7.42
North Central Yard	2000 Lake Shore	8825 McKinley Street	\$59.76	1.67	\$99.60	\$29.88	\$129.48	1	\$129.48	\$70.70	\$117.83	\$6.18
South LA Yard	1100 West 55th	8825 McKinley Street	\$59.76	0.67	\$39.84	\$11.95	\$51.79	1	\$51.79	\$70.70	\$47.13	\$2.47
East Valley Yard	12250 Community	8825 McKinley Street	\$59.76	3.00	\$179.28	\$53.78	\$233.06	1	\$233.06	\$70.70	\$212.10	\$11.13
Harbor Yard	820 West Pacific	8825 McKinley Street	\$59.76	1.50	\$89.64	\$26.89	\$116.53	1	\$116.53	\$70.70	\$106.05	\$6.66

Average mattresses /load	40
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