

Yolo County Agreement No. 17-__

(Agreement for Waste Disposal Services at the Yolo County Central Landfill)

THIS AGREEMENT is made and entered into as of this 22th day of November, 2016, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County," and Atlas Disposal Industries, LLC, a Utah limited liability company authorized to do business in the State of California, hereinafter referred to as "Customer."

RECITALS

Whereas, County owns, operates and provides waste disposal services at the Yolo County Central Landfill (hereinafter "YCCL"), a licensed class III landfill, having a permit to accept Municipal Solid Waste (hereinafter "MSW"); and

Whereas, Customer desires to dispose of MSW generated from residential and commercial sources outside the geographical boundary of the County of Yolo (including the cities within Yolo County) and as acceptable to and authorized by the County at YCCL; and

Whereas, County and Customer have negotiated fees and prices based upon the volume of MSW Customer will dispose at YCCL; and

Whereas, County and Customer desire to enter into this Agreement on the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises hereinafter set forth, County and Customer agree as follows:

1. DEFINITIONS

- 1.1 Acceptable Waste is MSW from residential and commercial sources and any other acceptable Class III waste as agreed by the Director in writing prior to delivery. Acceptable waste does not include any Unacceptable Waste as defined elsewhere in this Agreement.
- 1.2 Contract Tipping Fee is as established in Section 5 of this Agreement.
- 1.3 Direct Haul is the hauling of waste in a roll-off truck, or packer truck from the source to the landfill with no transfer station or processing in between.
- 1.4 Director is County's Director of the Planning and Public Works Department or his/her designee.
- 1.5 Customer means a Municipal Waste Hauler, Private Waste Hauler, transfer station operator or private company handling residential and commercial MSW within a city or unincorporated area.
- 1.6 Designated Waste is as defined by California Water Code Section 13173.
- 1.7 Future Regulations are laws or governmental regulations that are enacted after the Commencement Date of this Agreement.
- 1.8 Gate Tipping Fee shall be the then current tipping fees of general application as adopted by the County Board of Supervisors for the YCCL.
- 1.9 Hard to Handle Waste shall be defined as stoves, refrigerators, water tanks, washing machines, other white goods, furniture, styrofoam or similar low density materials, and other waste materials which require special handling and disposal methods due to their size, composition, and/or weight.
- 1.10 Hazardous Waste is as defined by State of California under Section 66261.3 of Title 22, Division 4.5, Chapter 11, Article 1 of the California Code of Regulations (22 C.C.R. 66261.3).
- 1.11 Maximum Weekly Tonnage is 25% over the minimum weekly tonnage specified in Section 1.12 below. Any amounts above that require the Director's prior written approval.

- 1.12 Minimum Weekly Tonnage is 160 tons per week. Additional tonnage may be requested by Customer and approved by the Director at his/her sole discretion.
- 1.13 Municipal Solid Waste ("MSW") shall be as defined by the Federal EPA as "Solid Waste" under Section 243.101(y) of the Code of Federal Regulations, Title 40, Part 243 (40 C.F.R. Part 243).
- 1.14 Packer Truck is a vehicle such as a front loader, side loader, or rear loader capable of hauling solid waste and recyclable materials.
- 1.15 Roll-Off Truck is a vehicle capable of transporting one or more bins, each with a capacity of containing 10 cubic yards or more of solid waste or recyclable materials.
- 1.16 Transfer Haul is the hauling of waste in a transfer truck.
- 1.17 Transfer Truck is a truck and trailer combination capable of hauling solid waste and recyclable materials up to a gross vehicle weight of 80,000 pounds.
- 1.18 Unacceptable Waste is hazardous waste and any waste that is designated as unacceptable under the County's Solid Waste Facility Permit for the YCCL.

2. TERM

This Agreement shall commence on October 1, 2016 and shall end on September 30, 2019 unless sooner terminated as hereinafter provided.

The Director may renew this Agreement for up to two (2) additional one-year terms upon giving Customer written notice of such renewal.

3. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be deemed received either when personally delivered or three days after mailed by certified or registered U.S. Mail, postage prepaid, or the day after deposit with a nationally recognized overnight courier service, addressed as follows:

TO COUNTY:

Department of Community Services County of Yolo
Division of Integrated Waste Management
44090 County Road 28H
Woodland, CA 95776
Attn: Linda Sinderson, Deputy Director

TO CUSTOMER:

Dave Sikich, President
3000 Power Inn Road
Sacramento, CA 95826

Either party may change the address to which subsequent notice and/or other communications Agreement for Waste Disposal Services can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

4. SCOPE OF SERVICES

4.1 Commencement of Services. Services under this Agreement shall commence upon:

- A. Customer's delivery to County of Customer's confirmation of set up of a Landfill Customer Account using the forms designated by the Director; and
- B. Customer's delivery to County of acceptable security in the form of a check, letter of credit or performance bond guaranteeing payment if Customer does not make

payments as required by this Agreement, equal to: Minimum Weekly Tonnage that Customer has agreed to times \$6.00 per ton, times 13 weeks per quarter.

This amount shall initially be twelve thousand four hundred eighty dollars for the current Minimum Weekly Tonnage as set forth in Section 1.12 of this Agreement (160 tons per week, times \$6.00 per ton, times 13 weeks). This amount shall be increased as necessary to correspond to any increases in the Minimum Weekly Tonnage or days of deposit requested by Customer and approved by the Director as set forth in Section 1.12, and renewed not less frequently than each quarter following commencement of this Agreement; and

- C. Customer's delivery to County of Customer's evidence of insurance as required by this Agreement.

4.2 Acceptance of Waste and Landfill Practices.

- A. Customer may deliver Acceptable Waste from outside Yolo County, and
- B. County shall accept, transfer, place, compact and cover Acceptable Waste as authorized by the County at YCCL according to the State of California Minimum Standards for landfill and transfer station operations, the County's standard solid waste landfill practices, and the terms and conditions of the Solid Waste Facility Permits issued by the local enforcement agency for YCCL.

4.3 Rejection of Waste.

- A. Customer shall not deliver any Class I or Class II waste, and County may reject any such waste;
- B. County may also reject (i) any waste delivered by Customer in excess of the Maximum Tonnage Delivery set forth above; the County shall use reasonable efforts to reject the excess waste at the gate; (ii) any Designated Waste; (iii) any other waste as determined to be rejected by the Director in his/her sole discretion.
- C. Customer shall be solely responsible for all costs associated with the cleanup and removal of any and all rejected waste associated with A and B above.

- 4.4 County's Right to Deny Access. County shall have the right to immediately deny access to the landfill to any employee or subcontractor of Customer who fails in County's reasonable judgment to meet standards of conduct customary in the solid waste landfill industry, and in the event County exercises such right, County shall provide written notification thereof to Customer as soon after the denial as is reasonable.

- 4.5 Administrative Rules. The Director is authorized to adopt administrative rules to clarify and facilitate the administration of this Agreement so long as such rules are consistent with this Agreement.

5. **WASTE TIPPING FEES, INVOICING AND PAYMENTS**

5.1 Disposal Fees.

- A. Customer shall pay the County Fees for waste delivered by Customer to YCCL as follows:
 - i. Transfer trucks and direct haul trucks: \$ 31.00/ton
 - ii. Hard to Handle Waste : Gate Tipping fee plus handling fee
- B. If any Federal, State or Local regulatory fee or charge is imposed, increased or decreased, County shall (i) notify Customer of such new, increased or decreased fee or charge promptly upon learning thereof, (ii) shall calculate increases or decreases in the tipping fees set forth above in light of such new, increased or decreased fee(s)

or charge(s) and (iii) notify Customer of the increased or decreased tipping fees applicable to this Agreement.

- C. If County determines that any Future Regulation necessitates an increase in the tipping fees applicable to this Agreement, the following shall apply: (i) County will notify Customer of such Future Regulation promptly upon learning of it and determining that it necessitates an increase in the tipping fees applicable to this Agreement, County will calculate the increases in the tipping fees that County believes are necessitated by such Future Regulation, and notify Customer of such increases not less than sixty (60) days before the effective date thereof; and (iii) At any time within the first thirty (30) days following the date of the County's notice of such increased tipping fees, Customer may elect to have this Agreement continue in full force and effect (including such increased tipping fees) or to terminate this Agreement without penalty and without any early termination fee, by delivering to County not less than thirty (30) days advance written notice of such termination. Once any such election is made it shall be binding and not subject to revocation or modification of any sort without the County's express written agreement.
- D. Quarterly Payments for Shortfall below Minimum Weekly Tonnage. If Customer has not delivered the Minimum Weekly Tonnage, then, Customer shall pay the County six (\$6.00) per ton (or part thereof) on the shortfall difference calculated on a weekly basis (160 tons per week - tons actually delivered each week), and payable at the end of each quarter.
- E. Gate Tipping Fee for Delinquent Disposal Account. If Customer's disposal account is past due for more than thirty (30) days after the due date, County may immediately place Customer on a cash basis at current gate tipping fee until Customer's account is current and no longer delinquent.
- F. CPI Adjustment.
- (1) CPI; Base Year CPI. When used herein, "CPI" shall be 100% of the "Northern California All Urban Consumers" Consumer Price Index - Urban Consumers, San Francisco - Oakland - San Jose, CA, All items (1982-84=100). "Base Year" shall refer to (CPI) value for February 2016.
 - (2) First CPI Adjustment. Effective July 1, 2017, the tipping fee shall be adjusted by an amount equal to 100% of the increase in the CPI value from the Base Year to February 2017 or 4%, whichever is greater.
 - (3) Subsequent Annual CPI Adjustments. Effective July 1, 2018 and each July 1 thereafter, the previous year's tipping fee shall be adjusted by an amount equal to four percent (4%) of the previous year's tipping fee or 100% of the increase (or decrease if applicable) in the CPI value from the base year to February of the current year period, whichever is greater.
 - (4) Not to Exceed Gate Tipping Fee. If an annual CPI adjustment would result in exceeding the current gate tipping fee, adjustment shall be made to not exceed the current gate tipping fee.

5.2 Monthly Electronic Funds Transfer and Monthly Invoicing

- A. Within 10 days after execution of this Agreement, Customer shall authorize regularly scheduled monthly charges to County's checking or savings account. Customer will be charged the total amount of the previous month's tickets by the 15th of the following month. A receipt for each payment will be emailed to Customer following the ACH transaction. Customer agrees that no prior-notification will be provided unless the date or amount changes, in which case Customer will receive notice from

the County's Division of Integrated Waste Management at least 10 days prior to the payment being collected.

- B. Customer understands that this authorization will remain in effect for the entire term of this agreement. If the above noted periodic payment dates fall on a weekend or holiday, Customer understands that the payment may be executed on the next business day.
- C. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) then County may consider the account delinquent and Customer in breach of contract. Customer also understands that the County may at its discretion attempt to process the charge again within 3 business days, and agrees to an additional one percent charge of the total previous month's tickets for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. Customer acknowledges that the origination of ACH transactions to Customer's account must comply with the provisions of U.S. law. Customer agrees not to dispute this recurring billing with County's bank so long as the transactions correspond to the terms indicated in this authorization form.

5.3 Vehicle Tare Weights. Before the effective date of this Agreement, County shall provide Customer with a report listing each vehicle to be used to deliver waste to the Landfill and providing vehicle tare weight information as requested by the Director, including but not limited to the hauler name, tare weight, vehicle identification number, and date tare weight was determined. Prior to the commencement of deliveries, Customer shall bring to the YCCL each vehicle to be used to deliver waste to the Landfill and allow County to weigh and determine the unloaded ("tare") weight of each such vehicle. If new vehicles are placed into service and if any significant repairs to existing Vehicles are made, Customer shall promptly bring such vehicles to the landfill before commencing any deliveries with those vehicles and allow County to weigh such vehicles and determine the tare weight of each vehicle. Upon County's request at least every year, and more frequently if the Director determines there is reasonable suspicion that any tare weight(s) is/are not accurate, Customer shall bring to the YCCL each vehicle used to deliver waste to the Landfill and allow County to re-weigh and revise tare weights for all vehicles.

5.4 Monthly Invoicing.

- A. County will invoice Customer each month for waste deliveries made by Customer to YCCL and for any other applicable charges (e.g., shortfall payments), and will mail and email each invoice to Customer.

6. APPLICABLE LAW

- A. In the performance of the services required by this Agreement, Customer shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.
- B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Customer hereby waives any venue or removal rights it might have under State or Federal law.

7. LICENSES AND PERMITS

Customer shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Yolo and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of

this Agreement and constitutes grounds for the termination of this Agreement by County pursuant to Section 17.

8. INDEMNIFICATION

Customer shall indemnify, defend, and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from Customer's breach of this Agreement or any willful or negligent acts or omissions of Customer, its employees and/or agents.

County shall indemnify, defend, and hold harmless Customer its officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and costs, including reasonable attorneys' fees, to the extent arising out of or resulting from County's breach of this Agreement or any willful or negligent acts or omissions of County, its employees and/or agents.

9. INSURANCE

A. During the term of this Agreement, Customer shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** - \$1,000,000/occurrence
 - b. **Automobile Liability**-\$1,000,000/occurrence bodily injury and \$500,000/occurrence damages (include coverage for Hired and Non-owned vehicles)
 - c. **Excess /Umbrella Liability** - \$3,000,000 per occurrence
 - d. **Pollution Liability** - \$3,000,000 per occurrence
 - e. **Workers' Compensation** - Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease.
2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.
3. Said policies shall remain in force through the life of this Agreement and, with the exception of pollution liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Customer changes insurance carriers Customer shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter if the Retroactive Date of the replacement claims made policy has been advanced. Customer further agrees that tail coverage will be purchased upon the termination of this Agreement for a period of not less than three (3) years commencing with the termination date of this Agreement. Proof of such "tail" coverage shall be required at any time that the Customer changes to a new carrier or upon termination of this Agreement prior to receipt of any payments due.

Upon Customer's request, the County agrees to provide a "claim polling letter" signed by the Director, County Risk Manager or other County designee stating whether he/she is then presently aware of any pending claim or incident caused by the Customer for which the County intends to seek indemnification from the

Customer.

4. The Customer shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
 5. Any deductibles or self-insured retentions in excess of twenty five thousand dollars (\$25,000) must be declared to and are subject to the approval of the County Risk Manager.
 6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Director (ten (10) days for delinquent insurance premium payments).
 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise approved by the County Risk Manager.
 8. The policies shall cover all activities of Customer, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 9. For any claims relating to this Agreement, the Customer's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Customer's liability insurance policy.
 10. The Customer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.
- B. Prior to commencing services pursuant to this Agreement, Customer shall furnish the Director with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon Director's request, Customer shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- C. During the term of this Agreement, Customer shall furnish the Director with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon Director's request, Customer shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

10. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Customer. The decision of the County Administrative Officer shall be final unless, within thirty days from the date such copy is mailed to Customer, Customer appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Customer's position. In connection with any appeal proceeding under this Section, Customer shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Customer shall proceed diligently with the

performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies. Thereafter, County and or Customer may pursue judicial remedies available in law or in equity.

11. TERMINATION; EARLY TERMINATION PAYMENT

- A. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement, if such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- B. County may terminate this Agreement without cause upon one (1) year written notice to Customer.
- C. Customer may terminate this Agreement without cause upon providing County not less than six (6) months' written notice. Upon such termination, Customer shall pay County an early termination fee calculated as set forth in Exhibit A.

12. REPORTS

Customer shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by Director concerning Customer's activities as they affect the duties and purposes of this Agreement. County shall explain procedures for reporting the required information.

13. RECORDS; ACCESS, RETENTION

Customer shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Customer shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Customer shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

14. CONFLICT OF INTEREST

- A. Customer shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. Customer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Customer's obligations and responsibilities hereunder. Customer further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Customer completes performance of the services required of it under this Agreement.
- C. Customer agrees that if any fact comes to its attention that raises any question as

to the applicability of any conflict of interest law or regulation, Customer will immediately inform the County and provide all information needed for resolution of the question.

15. COVENANT AGAINST CONTINGENT FEES

Customer warrants that it has not employed or retained any company or person, other than a bona fide employee working for Customer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to add to the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

16. SUBCONTRACTS, ASSIGNMENT

The services and obligations provided to &/or required of Customer under this Agreement are not assignable in whole or in part except to corporate successors of Customer.

17. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Customer; provided, however, that the parties agree to amend this Agreement as necessary to reflect any changes to State, Federal or local laws and regulations.

18. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

19. SUCCESSORS

This Agreement shall bind the successors and assign of County and Customer in the same manner as if they were expressly named.

20. TIME

Time is of the essence of this Agreement.

21. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Customer affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Customer and to bind Customer to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Customer and Customer understand that the County is relying on this representation in entering into this Agreement.

22. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

23. ADDITIONAL PROVISIONS

- A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to

excuse any given failure of Customer to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

- B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Customer only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

24. ENTIRE AGREEMENT

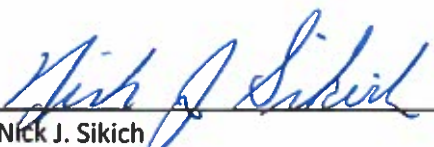
This Agreement constitutes the entire agreement between the County and Customer and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

25. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

By:


Nick J. Sikich
Chief Operating Officer

Date:

11-8-16

Attest:

Julie Dachtler, Deputy Clerk
Board of Supervisors

By:

Deputy

COUNTY OF YOLO

By:

Jim Provenza, Chair
Board of Supervisors

Date:

Approved as to Form

Philip Pogledich, County Counsel

By:

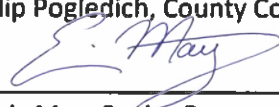

Eric May, Senior Deputy

Exhibit A

Prorated Early Termination Fee (PETF)

Termination in Year 1 of contract:

2 times the value of the letter of credit, i.e., \$12,480

Termination after Year 1 of contract:

Not less than 6 months written notice: no early termination fee

Less than six months written notice:

2 times the value of the letter of credit, i.e., \$12,480

Exhibit B

YOLO COUNTY CENTRAL LANDFILL FEE SCHEDULE

44090 County Road 28H, Woodland, CA 95776

(530) 666-8729 Phone

(530) 666-8853 Fax

www.yolocounty.org

Hours: Monday - Saturday 6:30 am to 4:00 pm, Sundays 8 am to 4 pm

Closed: *New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day and Christmas Day*

Description	Per Ton Rate
Municipal Solid Waste Gate Rate	\$52.00
Construction and Demolition Material	\$57.00
Clean Green Yard Waste	\$52.00
Clean Wood Waste	\$39.00
Pressure Treated Wood	\$130.00
Styrofoam or similar low-density materials	\$330.00
Pallets, Household Furnishings, Tree Stumps, etc. (excludes appliances)	\$101.00
Clean metals	\$101.00
Bulk Tires (whole, rim size 60" or smaller)	\$115.00
Clean Soil, Clean Gravel, Clean Asphalt Grindings or Workable Hot Asphalt (clean soil mixed with clean gravel acceptable)	No charge
Mixtures of Gravel, Asphalt, Concrete (no wire mesh, no rebar, no soil)	No charge
Mixtures of Gravel, Asphalt, Concrete (with rebar, with heavy wire, with maximum of 25% soil)	\$12.00
Approved Waste Acceptability Soil	\$12.00
Liquid Wastes - low/high solids content (subject to prior written approval)	\$34.00/\$55.00
Special Waste (designated waste such as sludge, grits & rags, etc.)	\$106.00
Waste Requiring Special Handling (includes hazardous waste or other unacceptable waste found in load)	Actual Cost

Description	Each
Refrigeration units (refrigerators, freezers, air conditioners)	\$9.00
Clothes Washers	\$9.00
Trash Compactors, Dishwashers, Furnaces, Water Heaters, Dryers, Ovens and other items not listed above	\$9.00
Auto Tires (rim size less than 16 inches in diameter)	\$2.00
Truck Tires (rim size from 16 inches up to 22 inches in diameter)	\$4.00
Oversize Tires (rim size from 22 inches up to 60 inches in diameter)	\$12.00
Individual Household Furnishings (sofas, chairs, etc.)	\$5.00
Business Latex Paint	No charge
Electronic Waste (TVs, computers, tools, small appliances, etc.)	No charge
Drop-off center recyclables (except tires)	No charge
Engineer/Hydrogeologist Waste Analysis	\$125/hour
Laboratory Expenses	Actual Cost

Notes:

1. These fees are effective beginning July 27, 2016.
2. Fees and information listed are subject to change.
3. Actual Cost includes handling, storage, disposal and overhead costs, plus sampling and laboratory testing costs, if required.