

**Yolo County Agreement No. \_\_\_-\_\_\_**

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

**THIS AGREEMENT** is made and entered into as of this 4th day of April, 2023, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County," and Brandon Wienholz, a sole proprietor doing business as Kleen Solution Environmental, hereinafter referred to as "Customer."

**RECITALS**

**Whereas**, County owns, operates and provides liquid waste disposal services at the Yolo County Central Landfill (hereinafter "YCCL"), a licensed class III landfill with class II liquid surface impoundments, having a permit to accept Liquid Waste; and

**Whereas**, Customer desires to dispose of Liquid Waste generated from various sources 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 Liquid Waste 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 non-hazardous or Designated Liquid Waste. 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 Director is County's Director of the Community Services Department or his/her designee.
- 1.4 Customer means a Liquid Waste Hauler handling Liquid Waste in accordance with all local, state, and federal regulations.
- 1.5 Designated Waste is as defined by California Water Code Section 13173.
- 1.6 Future Regulations are laws or governmental regulations that are enacted after the Commencement Date of this Agreement.
- 1.7 Gate Tipping Fee shall be the then current tipping fees of general application as adopted by the County Board of Supervisors for the YCCL.

- 1.8 Hard to Handle Waste shall be defined as Liquid Waste which requires special handling and disposal methods due to composition, such as, but not limited to, solids content and odor potential.
- 1.9 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).
- 1.10 Liquid Waste shall mean waste generated from septic tanks, portable toilets, grease traps, and other waste which meets the requirements of the County's Waste Discharge Requirements and Solid Waste Facility Permit for the YCCL and as agreed by the Director in writing prior to delivery.
- 1.11 Maximum Annual Tonnage is 6000 tons. Any amounts above that require the Director's prior written approval.
- 1.12 Minimum Annual Tonnage is 3000 tons per year.
- 1.13 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 April 4, 2023 and shall end on June 30, 2024 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:**

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

**TO CUSTOMER:**

Kleen Solution Environmental  
2426 San Joaquin Ct  
Santa Rosa, CA 95401  
Attn: Brandon Wienholz

Either party may change the address to which subsequent notice and/or other communications Agreement for Liquid 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 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 Acceptable Waste as authorized by the County at YCCL according to the State of California Minimum Standards for landfill operations 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 waste or any waste that would cause a violation of any YCCL operating permit, 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) Liquid Waste in the event sufficient capacity does not exist in the YCCL surface impoundments; and (iii) any other waste as determined to be rejected by the Director in his/her sole discretion. The Director shall use his or her best efforts to determine, on a regular basis, if sufficient capacity exists in the surface impoundments and shall provide Customer at least 10 days notice prior to surface impoundments reaching capacity. County will resume normal acceptance of Liquid Waste once sufficient capacity exists in surface impoundments.

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 liquid waste 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 liquid waste delivered by Customer to YCCL as follows:

- |     |  |                   |
|-----|--|-------------------|
| (1) | Low strength waste water (with County approval)  | \$40.00 per ton   |
| (2) | Liquid Wastes suitable for Anaerobic Composter or In-Vessel Digester Facilities (with County Approval) | \$40.00 per ton   |
| (3) | Other liquid waste (except hard to handle)   | current gate rate |
| (4) | Hard to Handle Waste / High Solids:  | current gate rate |

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. Annual Payments for Shortfall below Minimum Annual Tonnage. If Customer has not delivered the Minimum Annual Tonnage, then, Customer shall pay the County ten dollars (\$10) per ton (or part thereof) on the shortfall difference calculated on an annual basis (currently 3,000 tons per annual – tons actually delivered each year), and payable at the end of each year.
- 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 April 2023.
  - (2) First CPI Adjustment. Effective July 1, 2024, the tipping fee shall be adjusted by an amount equal to 100% of the increase in the CPI value from the Base Year to April 2024.
  - (3) Subsequent Annual CPI Adjustments. Effective July 1, 2025, the previous year's tipping fee shall be adjusted by an amount equal to 100% of the increase in the CPI value from the previous year to the current year April to April period.
  - (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) If the CPI adjustment is zero or less than zero, then there would be no adjustment to the Contract Tipping fee. The adjustment may result in an increase to the Contract Tipping fee or no change to the Contract Tipping fee

- 5.2 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 liquid 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 liquid 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 liquid waste to the Landfill and allow County to re-weigh and revise tare weights for all vehicles.

### 5.3 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/or email each invoice to Customer.
- B. Payment is due upon receipt of statement. Accounts with 30-day balances are past due and may have credit privileges suspended. A 5 % service charge will be assessed to all accounts with any 60-day balances. Accounts with 60-day balances may have their credit privileges suspended. Any open balance will be due immediately, and if not paid, collected through a collection agency or legal action. Any costs incurred by the county to collect unpaid amounts, including attorney's fees, costs, and expenses, and court fees will be paid by the Customer.
- C. The county reserves the right to change the payment terms of this agreement upon 30 days of written notice to the 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

To the fullest extent allowed by law, Customer shall defend, indemnify, and hold harmless County, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Customer, it's officers, agents, or employees.

To the fullest extent allowed by law, County shall defend, indemnify, and hold harmless Customer, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the County, it's officers, agents, or employees, in an amount not to exceed County's revenues received from Customer under this Agreement.

The parties' responsibilities for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

## 9. INSURANCE

A. During the term of this Agreement, Customer shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive 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. **Comprehensive General Liability** – \$2,000,000/occurrence and

\$4,000,000/aggregate

- b. **Automobile Liability** – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) (include coverage for Hired and Non-owned \vehicles)
- c. **Professional Liability/Malpractice/Errors and Omissions** – \$1,000,000/occurrence and \$2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Customer must provide this insurance. If not, then this requirement automatically does not apply.)
- d. **Workers' Compensation** – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

- 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. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
  - a. The Additional Insured coverage under the Customer's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
  - b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional 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. Proof of such "tail" coverage shall be required at any time that the Customer changes to a new carrier prior to receipt of any payments due.
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 . Customer hereby informs the County of the following limits: GL/W     , E&O     .
5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
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 County'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 County's request, Customer shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- D. Customer shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Customer fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Customer.

## **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 (30) 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 thirty (30) days written notice to Customer.
- C. Customer may terminate this Agreement without cause upon providing County not less than thirty (30) days 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:   
\_\_\_\_\_  
Brandon Wienholz, President  
Kleen Solution Environmental, Inc.

Date: 3/20/2023

**COUNTY OF YOLO**

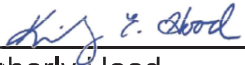
By: \_\_\_\_\_  
Oscar Villegas, Chair  
Board of Supervisors

Date: \_\_\_\_\_

Attest:  
Julie Dachtler, Senior Deputy Clerk  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

Approved as to Form  
Philip Pogledich, County Counsel

By:   
\_\_\_\_\_  
Kimberly Hood,  
Assistant County Counsel

**Exhibit A**

***Prorated Early Termination Fee (PETF)***

**Termination prior to December 31, 2023:**

\$1000.00.

**Termination after December 31, 2023:**

\$0.00