

Agreement No. 24-_____

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

THIS AGREEMENT for organic waste composting services ("Agreement") is made and entered into as of this 13th day of February 2024 ("Effective Date"), by and between the County of Yolo ("County"), and Yolo Food Bank, a California nonprofit public benefit corporation ("YFB"). The County and YFB are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing landfill space, potential adverse environmental impacts from land filling, and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of the California Integrated Waste Management Act of 1989, directed the responsible State agency and all local agencies to promote Disposal Site Diversion and to maximize the use of feasible Solid Waste reduction, reuse, Recycling, and Composting options in order to reduce the amount of Solid Waste that must be landfilled; and

WHEREAS, the Legislature of the State of California, has declared that it is the policy goal under Assembly Bill (AB) 341 that not less than 75% of solid waste generated be source reduced, recycled, or composted by the year 2020, and Senate Bill (SB) 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025; and

WHEREAS, organic materials, including both yard waste and food waste, make up 34% of the municipal solid waste stream and will need to be diverted from landfill disposal in order to achieve AB 341 goals; and

WHEREAS, County has contracted with Northern Recycling, LLC (Northern) to operate an In-Vessel Digester (IVD) and Depackager facility for packaged food waste as well as a Covered Aerated Static Pile (CASP) composting facility at the Yolo County Central Landfill (YCCL) where Green Waste, Food Waste and Food Soiled Paper (organic material) will be processed for composting; and

WHEREAS, the YCCL currently accepts all organic waste from the YFB and YFB works cooperatively with the County and food generators in the incorporated areas to reduce edible food waste; and

WHEREAS, YFB self-hauls its waste to YCCL and desires to utilize County's organics facilities at YCCL and to dispose of Organics Waste for composting to minimize edible food waste being landfilled, and County desires to accept YFB's Organic Waste, including food waste, for the compensation to be paid as established herein, which will allow for less packaged food waste to be composted instead of landfilled, as well as YFB's stated efforts herein to attain the stated MSW and Organic waste diversion goals ; and

WHEREAS, County and YFB are agreeing to fees and prices based upon the desire to maintain a stable and viable waste management system that maximizes recycling and composting; and

WHEREAS, County and YFB 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 YFB agree as follows:

AGREEMENT

1. DEFINITIONS

- 1.1 "Acceptable Bags" means compostable bags meeting the specifications of ASTM D6400 sections 5.1 through 6.4.2 standard for compostability as published May 2019. Acceptable Bags include clear (transparent) plastic bags when used to contain Food Waste in Low Quality Food Waste Loads. County shall provide written notification to YFB indicating that the compost facility can process and remove clear (transparent) plastic bags when it recovers source separated organic waste from Low Quality Food Waste Loads.
- 1.2 "Agricultural Material" means material of plant or animal origin, which results from the production and processing of farm, ranch, agricultural, horticultural, aquacultural, silvicultural, floricultural, vermicultural, or viticultural products, including manures, orchard and vineyard prunings, and crop residues.
- 1.3 "Annual Recovered Organic Waste Product Procurement Target" means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the Jurisdiction is required to procure annually under Title 14 California Code of Regulations Section 18993.1
- 1.4 "YFB" means the Yolo Food Bank and its employees and agents.
- 1.5 "Commercial" shall mean of, from, or pertaining to non-Residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.
- 1.6 "Compost" means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the Municipal Solid Waste stream, or which are separated at a centralized facility or as otherwise defined in Title 14 California Code of Regulations Section 17896 2 (a) (4).
- 1.7 "Director" is County's Director of Integrated Waste Management or his/her designee.
- 1.8 "Depackager" is a Scott's T42 Thor, a piece of equipment used to process source separated food waste loads and to separate the organic fraction from contaminants and produce a clean organic product.
- 1.9 "Designated Waste" is as defined by California Water Code Section 13173.
- 1.10 "Food Waste" means any material that was acquired or resulting from the production or processing of food for animal or human consumption, but is no longer intended for such consumption, that is separated from the Municipal Solid Waste stream, and that does not meet the definition of "Agricultural Material." Food material may include, without limitation, material food waste from food facilities (as defined in Health and Safety Code sections 113785 and 113789), food processing establishments (as defined in Health and Safety Code section 111955), grocery stores, institutional cafeterias (such as prisons, schools, and hospitals), restaurants, or and Residential food scrap collection. Food waste shall include meat, dairy, bread, fruit, and vegetable products including all biodegradable culinary products such as compostable utensils, bags, plates, cups, soiled paper and cardboard products, non-aseptic soy/milk cartons or those cartons without plastic spouts, frozen food paper packages, Acceptable Bags, waxed cardboard, paper towels, paper products such as paper cups, plates, bowls, pizza boxes, paperboard boxes, wastepaper, newspaper, and shredded paper. Notwithstanding anything to the contrary herein, Food Waste does not include materials that are required to be disposed only by renderers, pet food processors or other approved methods pursuant to the California Food and Agriculture Code.

- 1.11 "Future Regulations" are laws, governmental regulations, fees, assessments, or taxes that are enacted after the commencement date of this Agreement.
- 1.12 "Gate Tipping Fee" for YFB's Organic Waste, including Organic Waste requiring use of the Depackagers, shall be the then current Organic Waste tipping fees of general application as adopted by the County Board of Supervisors for the YCCL.
- 1.13 "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).
- 1.15 "High Quality Food Waste Load" means a Food Waste load with less than 1% contamination by weight including no plastic bags.
- 1.16 "Holidays" are defined as New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.17 "In-Vessel Digester (IVD)" means an organics management system at the YCCL consisting of a Depackager, equalization tank and covered pond operated under anaerobic conditions.
- 1.18 "Low Quality Food Waste Load" means a Food Waste load with greater than 5% contamination by weight. Low Quality Food Waste Loads may contain clear plastic bags but cannot include any Yard Waste or glass.
- 1.19 "Municipal Solid Waste" or "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).
- 1.20 "Organic Waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste. Organic Waste may also include, but is not limited to, mixed loads of Green Waste, and Yard Waste.
- 1.21 "Physical Contamination and Sorting Fee" means an additional sorting fee per ton for loads of Organic Waste hauled by YFB that exceed Physical Contamination levels of five percent (5%) by weight.
- 1.22 "Recovered Organic Waste Products" means products made from California landfill-diverted recovered Organic Waste processed at a permitted or otherwise authorized operation or facility. Or as otherwise defined in Title 14 California Code of Regulations Section 18982(a)(60).
- 1.23 "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

- 1.24 "Special Handling Fee" means a fee charged for each rejected Organic Waste load for the cleanup and removal of any and all rejected waste.
- 1.25 "Tipping Fees" shall be as shown in Section 5.
- 1.26 "Unacceptable Waste" is Hazardous Waste, Household Hazardous Waste, Designated Waste including Pressure Treated Wood, Liquid Waste, MSW containing animals, stumps and logs greater than 8 inches in diameter, Glass Containers, and any waste that is designated as unacceptable under the composting facility portion of the County's Solid Waste Facility Permit for the YCCL.
- 1.27 "YCCL" or "Site" means the Yolo County Central Landfill.

2. TERM

- 2.1 This Agreement shall commence on the Effective Date and shall end on December 31, 2027 ("Term"). The Director may renew this Agreement for up to one (1) additional four (4) year period unless either Party gives the other at least 180-days' notice of non-renewal.
- 2.2 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), then the Party that gave notice of default may terminate this Agreement upon not less than sixty (60) days' advance written notice.
- 2.3 Termination of this Agreement shall not bar the YFB from using YCCL for Organic Waste or Municipal Solid Waste disposal services at the then current Gate Tipping Fees, provided sufficient capacity exists to accommodate YFB's additional waste loads.

3. NOTICE

- 3.1 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:

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

TO YFB:

Yolo Food Bank
Attn: Karen Baker, Executive Director
233 Harter Avenue
Woodland, CA 95776

- 3.2 Either Party may change the address to which subsequent notice and/or other communications 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 Acceptance of Organic Waste. County shall accept the YFB's Organic Waste during the Term of this Agreement, or any extension thereof, subject to the following requirements:

- A. YFB shall maintain a mixed Organic Waste collection system separate from the existing Municipal Solid Waste and recycling collection containers.
- B. YFB shall haul all source separated Organic Waste, such as Green Waste and Food Waste, as well as mixed Organic Waste, in YFB vehicles, with organic waste collected from within the limits of Yolo County to the YCCL, except as otherwise provided herein. County shall process loads of Organic Waste brought by the YFB at YCCL's Organic Processing Facilities.
- C. As long as YFB delivers all source separated Organic Waste, as well as mixed Organic Waste, that they collect from within the limits of Yolo County to the YCCL, except as otherwise provided herein, County shall accept all the Organic Waste brought to the YCCL from the YFB up to 320 tons of Organic Waste from YFB every year.
- D. County shall accept, process, and produce Compost from source separated and mixed Organic Waste as authorized by the County at YCCL according to the State of California minimum standards for composting 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, so as to achieve maximum diversion credit for Acceptable Organic Waste delivered to YCCL.
- E. County shall accept Organic Waste during normal YCCL hours and not during Holidays.
- F. County shall provide YFB with bi-annual reports showing the tonnage of all Organic Waste delivered to the YCCL, and details on any rejected loads during that reporting period, to reflect how the YFB is meeting the Recovered Organic Waste Target set by this agreement.

4.2 Acceptance of Non-Edible Items for Resale at Big Blue Barn Thrift Store:

- A. Once per month, YFB shall arrange to deliver or County shall arrange to pick-up, at mutually agreed upon dates and times, items not for human consumption (such as unopened feminine hygiene products, dog food, office supplies, household cleaners, etc.), that have been donated to YFB but cannot be distributed to YFB clients, to the Yolo County Big Blue Barn thrift store located at 44090 County Road 28H in Woodland.
- B. Proceeds of any resale will offset cost for reduced tipping fee under the terms of this agreement. Equally, items accepted but unsold will be disposed of at the expense of the County.

4.3 MSW and Organic Waste Diversion Goal:

- A. Using FY 22-23 as the base year, YFB shall reduce the amount of waste for disposal and composting by 5% annually, for the first four years of this Agreement, and shall maintain at the level of 2027 or less every year thereafter, starting with 320 tons in 2024 to continue to work toward a reduction in edible food becoming MSW or

Organics.

1. 2024 Goal: 320 tons shall be reduced to 304 tons
2. 2025 Goal: 304 tons shall be reduced to 289 tons
3. 2026 Goal: 289 tons shall be reduced to 275 tons
4. 2027 Goal: 275 tons shall be reduced to 261 tons.

4.4 Rejection of Organic Waste:

- A. YFB shall not deliver any waste required to be disposed of in a Class I landfill as defined in Title 23, section 2531 of the California Code of Regulations or a Class II landfill as defined in Title 27, section 20250 of the California Code of Regulations, to any of the County's compost facilities, and County may reject any such waste.
- B. County may also reject (i) any Designated Waste; (ii) any MSW; (iii) any loads delivered to any of the County's compost facilities containing 5% or more contamination by weight, or (iv) any other waste as determined to be rejected by the Director in his/her sole discretion which may include non-sellable items for the thrift store.

4.5 Organic Waste Services, YFB and County Responsibilities

- A. Tipping Sites and Tonnage. Except as hereinafter provided, YFB shall deliver all of its Organic Waste, within the limits established herein, to the Yolo County Central Landfill at 44090 County Road 28H, Woodland, CA.
- B. Weighing of Deliveries. YFB Organic Waste delivery vehicles shall be weighed on County scales when arriving at YCCL. County shall provide YFB drivers with written or verbal instructions regarding the operation of the scale system, and YFB shall insure that its drivers follow the same.
- C. Physical Contamination. All YFB loads shall be visually inspected by County when being unloaded at the tipping facility. Sorters will hand sort contamination from the loads as needed. When a load is received that visually appears to have excessive contamination, the sorters will take photos of the load, truck, and weight ticket. If the contamination level exceeds 5% by weight, then County shall have the right to determine, at its sole discretion, whether to deem the load as MSW and redirect the waste to the landfill disposal area.
- D. Hazardous Material. The YFB Hauler shall not deliver any hazardous material, universal waste, or treated wood waste in any load. Any such material delivered in YFB loads will be removed by sorters as part of the County's load check system, documented and conveyed to the YFB. All actual costs for proper disposal and/or recycling of such material will be passed along to the YFB, who will promptly reimburse the County for such costs (see Section 5.1).

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

5.1 YFB shall be required to pay County the Organics Gate Tipping Fee for all Organic Waste delivered pursuant to this Agreement, including Food Waste that requires use of the County's Depackager, as provided in this Section 5; County will submit all billing for Organic Waste services based on County scale records of YFB's deliveries, less vehicle tare weights.

- A. On the Effective Date, the contracted rate per ton of mixed Organic Waste and Food Waste delivered to YCCL shall be Organics Gate Tipping Fee not the Food Waste Depackager Tipping Fee, as that rate may be adjusted from time to time by the

County. For reference, the County's current Organics Gate Tipping Fee is \$80.00 per ton.

- B. Physical Contamination and Sorting Fee. On the Effective Date, the YFB shall pay an additional sorting fee of \$10.00 per ton for loads of Organic Waste that exceed Physical Contamination levels of five percent (5%) by weight.
- C. Disposal of Physical Contaminated Organic Waste and Special Handling Fee. In the event delivery load(s) are determined by the County to be contaminated as provided under Section 4.3C of this Agreement and County is unable to process these loads through the Depackager, YFB shall pay County the current MSW Gate Tipping Fee for disposal and not receive any diversion credit.

5.2 Monthly Invoicing.

- A. County will submit a monthly statement to YFB during the first week of each month for Organic Waste deliveries made to YCCL and for any other applicable charges.
- B. YFB shall pay County within thirty (30) days of County's transmittal of the monthly statement.
- C. Delinquent Account. YFB's account shall be delinquent if full payment of the monthly statement is not received by County within 30 days from the date of statement and said account shall remain delinquent until full and current payment is received by County. Delinquent accounts accrue late charges and interest in accordance with YFB's landfill account. YFB shall be responsible for payment of any delinquency that exceeds 60 days. In the event that payment is not received within 60 days, County may cease to accept Organic Waste delivered by YFB.

- D. Invoice Format and Content. County's statements shall follow the format and content of the County's WasteWORKS scale software system or similar format.

6. APPLICABLE LAW

- 6.1 In the performance of the services required by this Agreement, YFB and County shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws, and YFB shall require its waste haulers to so comply. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State governments.
- 6.2 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. The Parties hereby waive any venue or removal rights they might have under State or Federal law.

7. LICENSES AND PERMITS

The Parties 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, as applicable. 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 the other Party pursuant to Section 2.

8. INDEMNIFICATION

- 8.1 To the extent authorized by law, YFB 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 YFB's breach of this Agreement or any willful misconduct or negligent acts or omissions of YFB, its employees, and/or agents, including YFB's waste haulers.
- 8.2 To the extent authorized by law, County shall indemnify, defend, and hold harmless YFB, 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 misconduct or negligent acts or omissions of County, its employees, and/or agents.

9. INSURANCE

- 9.1. During the term of this Agreement, YFB shall at all times maintain, at their expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.
- A. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:
1. **Commercial General Liability** – \$2,000,000/occurrence and \$4,000,000/aggregate
 2. **Automobile Liability** – \$1,000,000 per accident for bodily injury and property damage
 3. **Excess /Umbrella Liability** – \$3,000,000 per occurrence

4. **Workers' Compensation – Statutory Limits/Employers' Liability – \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)**

- B. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation coverage provided by the YFB. (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.)
- C. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis.
- D. The YFB and County shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager and YFB's Risk Manager reserve 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.
- E. 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.
- F. 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.
- G. 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.
- H. The policies shall cover all activities YFB, and its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
- I. The YFB and County shall respectively waive all rights of subrogation against the other party and, its officers, employees, agents and volunteers.

9.2 Prior to commencing services pursuant to this Agreement, YFB 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, YFB shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Upon YFB's Public Works Director's request, County shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

9.3 During the Term of this Agreement, YFB 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, YFB shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Upon YFB's Public Works Director's request, County shall provide complete, certified

copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

10. CONFLICT OF INTEREST

YFB and County shall respectively comply with the laws and regulations of the State of California and County and YFB 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.

11. FORCE MAJEURE

Neither Party shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, infectious disease outbreaks, riots, acts of war, epidemics, acts of government, flood, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

12. SUBCONTRACTS, ASSIGNMENT

The services and obligations provided to and/or required of YFB and County under this Agreement are not assignable in whole or in part, except as otherwise provided herein. Notwithstanding the above, use of YCCL by YFB or any haulers with which YFB may contract for waste hauling services shall not constitute an assignment of this Agreement, nor will County's use of a contractor for operation of its compost facilities constitute an assignment of this Agreement.

13. AMENDMENT

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

14. WAIVER

The waiver by either Party or any of its officers, agents, or employees or the failure of either Party 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 by that Party.

15. SUCCESSORS

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

16. AUTHORIZED REPRESENTATIVE

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

17. PUBLIC RECORDS ACT

Upon its execution, this Agreement shall be subject to disclosure pursuant to the California Public Records Act.

18. ADDITIONAL PROVISIONS

18.1. 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 a Party choose to excuse any given failure of the other Party 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 a Party may choose to excuse the failure of the other Party to perform them.

18.2. Except where specifically stated otherwise in this document, the promises in this document benefit the County and YFB 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 nonperformance 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.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and YFB and supersedes all prior negotiations, representations, or agreements, whether written or oral, regarding the subject matter of the Agreement. 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.

20. DUPLICATE COUNTERPARTS

This Agreement may be executed in 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.

YOLO FOOD BANK

By: Karen Baker
Karen Baker, Executive Director

3/4/24

COUNTY OF YOLO

By: Marissa Juhler
Marissa Juhler, Director
Division of Integrated Waste Management

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

Kimberly E. Hood
Kimberly Hood, Chief Asst. County Counsel