

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 24th day of June, 2025, by and between the County of Yolo, a political subdivision of the State of California, hereinafter referred to as "County," and Bradley Tanks, Inc., a California corporation, 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 potholing, hydro excavation or subsurface work, generally consisting of water and soil 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 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 potholing, hydro excavation 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 Quarterly Tonnage is 600% over the minimum quarterly tonnage specified in Section 1.12 below. Any amounts above that require the Director's prior written approval.

- 1.12 Minimum Quarterly Tonnage for Liquid Waste from Pacific Gas and Electric Master Service Agreement (MSA) BT1587 is 3000 tons per quarter.
- 1.13 Minimum Quarterly Tonnage for Liquid Waste from other projects is 1500 tons per quarter.
- 1.14 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 July 1, 2025 and shall end on June 30, 2027 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: Marissa Juhler, Director

TO CUSTOMER:

Bradley Tanks, Inc.
402 Hartz Ave., Bld C
Danville, CA 94526
Attn: Joe Griffith, Technical Compliance Mgr.

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 acceptable security in the form of a check, letter of credit, performance bond, or credit card number guaranteeing payment if Customer does not make payments as required by this Agreement, equal to: Minimum Quarterly Tonnage that Customer has agreed to times \$10 per ton.

This amount shall initially be \$45,000 for the current Minimum Quarterly Tonnage as set forth in Sections 1.12 and 1.13 of this Agreement (=4500 tons per quarter, times \$10 per ton). This amount shall be increased as necessary to correspond to any increases in the Minimum Quarterly Tonnage requested by Customer and approved by the Director as set forth in Sections 1.12 and 1.13, and renewed not less frequently than each quarter following commencement of this Agreement; 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 30 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) Approved potholing and hydro excavation from PG&E MSA BT1587: \$115.00 per ton
 - (2) Approved potholing and hydro excavation from other sources: \$143.00 per ton
 - (3) Wash Outs: \$50.00 each
 - (4) Out-of-County Surcharge: \$1.00 per ton
- 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.
- E. Quarterly Payments for Shortfall below Minimum Quarterly Tonnage. If Customer has not delivered the Minimum Quarterly Tonnage, then, Customer shall pay the County ten dollars (\$10) per ton (or part thereof) on the shortfall difference calculated on a quarterly basis (currently 1,000 tons per quarter – tons actually delivered each quarter), and payable at the end of each quarter.
- F. 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.
- G. 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 2025.
 - (2) First CPI Adjustment. Effective July 1, 2026, 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 2026.
 - (3) Subsequent Annual CPI Adjustments. Effective July 1, 2027 and each July 1 thereafter, 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.

- 5.2 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 include a credit for any County directed Liquid Waste to Customer's dewatering Facility, 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, its 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:
 - i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 - 1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 - 2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 - 3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
 - 4. Professional Liability (Errors and Omissions) (If applicable, see below)
- B. Minimum Limits (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 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 - 2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
 - 3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 - 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.)

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.

- i. Other Insurance Provisions
 1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Customer including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Customer's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 2. **Primary Coverage** - 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.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 4. **Waiver of Subrogation** – Customer hereby grants to the County a waiver of any right to subrogation which any insurer of said Customers may acquire against the County by virtue of the payment or any loss under such insurance. Customer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- ii. 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 noncontributory 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
 - vii. The policies shall cover all activities of Customer, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
 - viii. 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.
- C. Prior to commencing services pursuant to this Agreement, Customer shall furnish the County with original policies or 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.
- D. During the term of this Agreement, Customer shall furnish the County 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. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
- E. Customer agrees to include with all subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Customer agree to be bound to Customer and the County of Yolo in the same manner and to the same extent as Customer is bound to the County of Yolo under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Agreement Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Customer/and or Customer shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Customer/and or Customer will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Customer's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
- F. Customer shall maintain insurance as required by this Agreement 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 ninety (60) days 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.

COUNTY OF YOLO

By: _____
Joe Griffith
Technical Compliance Mgr.
Bradly Tanks, Inc.

By: _____
Mary Vixie Sandy, Chair
Board of Supervisors

Date: _____

Date: _____

Attest:
Julie Dachtler, Sr. Deputy Clerk
Board of Supervisors

Approved as to Form
Kimberly Hood, Chief Asst. County
Counsel

By: _____

By: Kimberly E. Hood

Exhibit A

Prorated Early Termination Fee (PETF)

Termination in Year 1 of contract:

\$5000.00.

Termination after Year 1 of contract:

1) Not less than six months written notice: no early termination fee

Less than six months written notice:

\$5000.00