

FRANCHISE AGREEMENT

BETWEEN

YOLO COUNTY

AND

RECOLOGY DAVIS (“RECOLOGY”)

FOR

**SOLID WASTE, RECYCLABLE MATERIALS, YARD
TRIMMINGS, ORGANICS, AND CONSTRUCTION &
DEMOLITION (C&D) COLLECTION SERVICES**

SCOPE OF AGREEMENT

**Exclusive Franchise for Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D
Services for Customers in the Designated Exclusive Collection Areas Identified**

Table of Contents

RECITALS

ARTICLE 1. DEFINITIONS

ARTICLE 2. GRANT AND ACCEPTANCE OF FRANCHISE

- 2.1 Grant and Acceptance of Franchise
- 2.2 Other Franchisees
- 2.3 Limitations to the Franchise

ARTICLE 3. – Term of Agreement

- 3.1 Term
- 3.2 Conditions to Effectiveness of Agreement

ARTICLE 4. SCOPE OF AGREEMENT

- 4.1 Summary Scope of Services
- 4.2 Description of Collection Areas
- 4.3 Voluntary Use of County Disposal Site
- 4.4 Subcontracting
- 4.5 Ownership of Materials
- 4.6 Diversion Requirements
- 4.7 County-Directed Change to Scope
- 4.8 Customer Contracts
- 4.9 Container Requirements
- 4.10 Collection Quality
- 4.11 Collection on Holidays
- 4.12 Hours of Collection
- 4.13 Vehicle Requirements
- 4.14 Personnel
- 4.15 Hazardous Waste Inspection and Handling

ARTICLE 5. COLLECTION, PROCESSING, AND DISPOSAL SERVICES

- 5.1 Solid Waste
- 5.2 Recyclable Materials
- 5.3 Yard Trimmings
- 5.4 Organics
- 5.5 Construction and Demolition Debris
- 5.6 Bulky Waste
- 5.7 Illegal Dumping
- 5.8 Allocation of County Materials

ARTICLE 6. OTHER SERVICES

- 6.1 County Services
- 6.2 Public Education

- 6.3 Billing
- 6.4 Low Income Subsidy Program
- 6.5 Customer Service Program
- 6.6 Contamination Reduction Program
- 6.7 Assisted Service

ARTICLE 7. RECORD KEEPING AND REPORTING

- 7.1 Record Keeping
- 7.2 Retention
- 7.3 Reports
- 7.4 Public Records Act

ARTICLE 8. FRANCHISE FEES AND OTHER FEES

- 8.1 Franchise Fee
- 8.2 Adjustment to Fees
- 8.3 Payment Schedule and Late Fees

ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING

- 9.1 General
- 9.2 Rates and Annual Adjustments
- 9.3 Extraordinary Rate Adjustments

ARTICLE 10. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

- 10.1 Indemnification
- 10.2 Insurance
- 10.3 Workers' Compensation
- 10.4 Performance Bond

ARTICLE 11. DEFAULT AND REMEDIES

- 11.1 Events of Default
- 11.2 Right to Terminate Upon Event of Default
- 11.3 Possession of Records Upon Termination
- 11.4 County's Remedies Cumulative; Specific Performance
- 11.5 Liquidated Damages
- 11.6 Disputes
- 11.7 Excuse from Performance
- 11.8 Right to Demand Assurances of Performance

ARTICLE 12. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

- 12.1 Corporate Status
- 12.2 Corporate Authorization
- 12.3 Agreement Will Not Cause Breach
- 12.4 No Litigation
- 12.5 No Adverse Judicial Decisions
- 12.6 No Legal Prohibition

- 12.7 Ability to Perform
- 12.8 Conflict of Interest
- 12.9 Non Discrimination

ARTICLE 13. OTHER AGREEMENTS OF THE PARTIES

- 13.1 Relationship of Parties
- 13.2 Covenant Against Contingent Fees
- 13.3 Compliance with Law
- 13.4 Governing Law
- 13.5 Jurisdiction
- 13.6 Binding on Successors
- 13.7 Assignment
- 13.8 No Third Party Beneficiaries
- 13.9 Waiver
- 13.10 Notice Procedures
- 13.11 Authorized Representatives

ARTICLE 14. MISCELLANEOUS AGREEMENTS

- 14.1 Entire Agreement
- 14.2 Section Headings
- 14.3 Reference to Laws
- 14.4 Amendments
- 14.5 Severability
- 14.6 List of Exhibits
 - Exhibit A – Exclusive Boundary Area #2
 - Exhibit B – Maximum Service Rates
 - Exhibit C – Disposal Fees
 - Exhibit D – Willowbank Area
 - Exhibit E – Performance Bond

FRANCHISE AGREEMENT NO. ___-___
(Agreement for _____)

THIS FRANCHISE AGREEMENT (“Agreement”) is made and entered into this 19th day of November, 2019, by and between the County of Yolo, a political subdivision of the State of California (“County”) and Recology Davis, a California corporation (“Contractor”).

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Act of 1989 (“Act”) and subsequent additions and amendments (codified at the California Public Resources Code Section 40000 et seq.) has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for solid waste management and disposal within their jurisdictions; and

WHEREAS, the State of California has enacted Assembly Bill 341, which provides procedures for complying with the laws enacted under AB32, that require a reduction in greenhouse gas (GHG) emissions. The purpose of AB341 is to achieve the reduction in GHG by increasing the amount of commercial waste recycled in California, specifically by requiring businesses and public entities that generate 4 cubic yards or more of solid waste per week, and multifamily residences with 5 or more units to recycle; and

WHEREAS, the State of California has enacted Assembly Bill 1826, which also provides procedures for complying with AB32’s purpose of reducing GHG emissions by mandating the recycling of organic waste thereby reducing the amount of organic material being sent to landfill and increasing the production of compost and mulch; and

WHEREAS, the County has determined that issuing a franchise requiring the provision of solid waste collection and disposal services and diversion services to residential and commercial premises and obligating the franchisee to dispose of solid waste, organic waste, and construction and demolition (“C&D”) waste at the County’s Landfill is in the best interest of the County, and its residents, and businesses; and

WHEREAS, the County has determined that utilizing the existing collection companies operating in the unincorporated area for provision of the collection, diversion, and disposal services is in the best interests of the residents and businesses provided that the rates the customers are charged by the providers of solid waste hauling services in the exclusive franchise areas do not exceed the Maximum Service Rates established pursuant to this Agreement; and

WHEREAS, the County staff has met with the companies that collect solid waste and recyclable materials in the unincorporated area of the County and the companies are each willing to enter into

a new franchise agreement to continue to collect materials in the unincorporated areas of the County; and

WHEREAS, pursuant to California Public Resources Code Section 40059(a), the County has determined that the public health, safety, and well-being require that a franchise agreement defining exclusive rights be awarded to qualified companies to provide for the collection of solid waste, recyclable materials, organics, and C&D except for Collection of materials excluded in the County Code and Section 2.3 herein, and other services related to meeting requirements of the Act; and

WHEREAS, pursuant to an Ordinance adopted by the Board of Supervisors concurrent with its review of this Agreement, the County further declares its intent to regulate the Maximum Service Rates Contractor charges single-family, commercial, multi-family, and C&D customers in the unincorporated area of the County for the collection, transportation, processing, recycling, composting, and/or disposal of solid waste, recyclable materials, organics, and C&D so that Contractor rates do not exceed negotiated rates established pursuant to this Agreement; and

WHEREAS, the Board of Supervisors has determined that Contractor, by demonstrated experience, reputation and capacity, is qualified to provide for the collection of solid waste, recyclable materials, organics, and C&D within the unincorporated area, the transportation of such materials to appropriate and permitted places of processing, recycling, composting, and/or disposal; and Board of Supervisors desires that Contractor be engaged to perform such services on the basis set forth in this Agreement; and

WHEREAS, the County desires to obtain Solid Waste, Recyclable Materials, Yard Trimming, Organics and C&D Collection Services; and

WHEREAS, the Contractor submitted a proposal to provide Solid Waste, Recyclable Materials, Yard Trimming, Organics and C&D Collection Services; and

NOW, THEREFORE, the County and the Contractor agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Article:

“**AB 341**” means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as “AB 341”, as amended and supplemented, superseded, and replaced from time to time.

“**AB 1826**” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826”, as amended and supplemented, superseded, and replaced from time to time.

“Act” means the California Integrated Waste Management Act of 1989 (California Public Resources Code § 400000 et seq.), as amended, supplemented, superseded and replaced from time to time and as implemented by the regulations of the California Department of Resources Recycling and Recovery (CalRecycle), or its successor agency.

“Agreement” means this Agreement between the County and Recology Davis, a California corporation, including all exhibits, and any future amendments hereto.

“Alternative Daily Cover (ADC)” means cover material used to cover compacted Solid Waste in a Disposal Site and other than at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odors, blowing litter, and scavenging, as defined in Section 20164 of the California Code of Regulations as may be amended from time to time.

“Applicable Law” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any domestic or foreign governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Solid Waste, Recyclable Materials, Organics, and C&D that are in force on the Effective Date and as may enacted, issued or amended during the Term of this Agreement.

“Approved C&D Processing Site” means the Yolo County Central Landfill at 44090 County Road 28H, Woodland, CA 95776, which is owned and operated by County.

“Approved Disposal Site” means the Yolo County Central Landfill at 44090 County Road 28H, Woodland, CA 95776, which is owned and operated by County. The Approved Disposal Site shall serve as the Disposal Site for all Solid Waste Collected by Contractor.

“Approved Organics Processing Site” means the Yolo County Central Landfill at 44090 County Road 28H, Woodland, CA 95776, which is owned and operated by County, or other site selected by Contractor which the County has provided written authorization to Contractor agreeing to Contractor’s use of the site.

“Approved Recyclable Materials Processing Site” means the Davis Material Recovery Facility at 2727 2nd Street, Davis, CA 95618, which is owned and operated by Recology Davis, which was selected by the Contractor and which the County has provided written authorization to the Contractor agreeing to Contractor’s use of the site.

“Approved Transfer Station Site” means the Yolo County Esparto Transfer Station at 27075 County Road 19A, Esparto, CA 95627, which is owned and operated by County, or other site selected by Contractor which the County has provided written authorization to Contractor agreeing to Contractor’s use of the site.

“Bin” means a container with capacity of approximately one to six cubic yards, with a hinged lid, and with wheels where appropriate, that is serviced by a front end loading or rear end loading collection vehicle.

“Bulky Waste” means large household items that do not properly fit in a residential Customer’s Cart which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs, mattresses, large household appliances, large E-Waste, and tires with or without rims. Bulky Waste excludes any Excluded Waste.

“Business Days” means days during which County offices are open to do business with the public.

“C&D” means Construction and Demolition Debris.

“CalRecycle” means the California Department of Resources Recycling and Recovery, or its successor.

“Cart” means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated collection vehicle. A Cart has capacity of 32, 64, or 96 gallons (or similar volumes).

“Change in Law” means any of the following events or conditions:

- a. The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or
- b. The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.
- c. A Change in Law includes (but is not limited to) a change in governmental or regulatory fees.

“Collect or Collection” means the act of collecting Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D and other material at the place of generation or accumulation in the County.

“Commencement Date” means the date specified in Section 3.1 when Collection, Transportation, Processing, Composting, and Disposal service required by the Agreement shall be provided.

“Commercial” shall mean of, from or pertaining to non-Residential Premises where business or other non-Residential activity is conducted including, but not limited to, retail sales, services, wholesale operations, agricultural, manufacturing, industrial, governmental, institutional and non-

profit operations, but excluding businesses conducted upon Residential property which are permitted under applicable zoning regulations and are not the primary use of the property.

“Compactor” means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include a range of two to four cubic yard Bin compactors serviced by front-end load Collection vehicles and 10 to 50 cubic yard Roll-Off Compactors serviced by roll-off Collection vehicles.

“Composting (or Compost)” means the controlled or uncontrolled biological decomposition of organic constituents such that the resulting material meets the maximum acceptable metal concentration limits specified in Section 17868.2 and pathogen reduction requirements specified in Section 17868.3 of Title 14, California Code of Regulations Chapter 3.1. Composting also includes the act of Transporting Yard Trimmings, Food Waste and Organics to a Composting facility.

“Construction and Demolition Debris (C&D)” includes discarded building materials, packaging, debris and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste. No Discarded Materials shall be considered C&D unless such materials are separated from Solid Waste, Recyclable Materials, Yard Trimmings, and Organics.

“Containers” means Bins, Carts, Compactors, and Roll-Off Boxes.

“Contamination (or any variation thereof)” means the inclusion of materials other than Organic Materials in an Organics Material Container, materials other than Yard Trimmings in a Yard Trimmings Container, materials other than Food Waste in a Food Waste Container, or materials other than Recyclable Materials in a Recyclable Materials Container, which render more than ten percent (10%) of the contents of the Container materially unsuitable for the intended type of Diversion.

“Contract Manager” means the person designated by Contractor that is available to the County through the use of telecommunication at all times that Contractor is providing Collection Services in the County.

“Contractor” means Recology Davis, a California corporation (“Recology”) and its officers, directors, employees, agents, subsidiaries, and Subcontractors.

“County” means, depending on the context, the County of Yolo, California, a political subdivision of the State of California, or all the territory lying within the boundaries of Yolo County as presently existing or as such boundaries may be modified during the Term.

“Curbside” means the location of a Collection Container for pick-up, where such Container is placed on the street, road or alley against the face of the curb, or where no Curb exists, the

Container is placed not more than five feet from the outside edge of the street, road or alley nearest the property's entrance.

"Customer" means the Person whom Contractor submits billing invoice to and collects payment from the Collection services provided to a Premises. The Customer may be either the Occupant or Owner of the Premises, but Owner will ultimately be responsible for payment of Contractor invoices.

"Densely Populated Areas" means the highly populated unincorporated area of the County (described in Exhibit A-RECOLOGY) where the County Code requires weekly removal of Solid Waste in accordance with requirements of the County Code. The Densely Populated Area is the area the County has established as the Exclusive Single-Family Collection Area.

"Designated Waste" means non-Hazardous Waste which may pose special Disposal problems because of its potential to contaminate the environment and which may be Disposed of only in Class II Disposal Sites or Class III Disposal Site pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as Designated Waste by the State of California, in California Code of Regulations Title 23, Section 2522 as may be amended from time to time.

"Director" means the Director of the Yolo County Department of Community Services, or his/her designee.

"Discarded Materials" means Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

"Disposal or Dispose (or variation thereof)" means the final disposition of Solid Waste and Residue at a Disposal Site. Disposal includes the use of Yard Trimmings as Alternative Daily Cover (ADC). Disposal also includes the act of Transporting Solid Waste and Residue to a Disposal Site.

"Disposal Site" means a facility for ultimate Disposal of Solid Waste.

"Diversion (or variation thereof)" means activities which reduce or eliminate the amount of Solid Waste to be Disposed including, but not limited to, Recycling and Composting.

"Effective Date" means the date on which the latter of the two Parties signed this Agreement.

"Electronic Waste (E-Waste)" means small appliances, devices, and other objects containing electronic components, and includes but is not limited to computers, or computer monitors, cellular telephones, copiers, fax machines, DVD players, VCRs, televisions, printers, hair dryers, rice cookers, etc., E-waste does not include any Freon containing unit including but not limited to refrigerators, freezers, air conditioning units or other large appliances such as water heaters, stoves or dishwashers.

“Excluded Waste” means Hazardous Substances, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, biomedical, biohazard, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, state or federal law, regulation or ordinance, including land use restriction or conditions, waste that cannot be disposed of in Class III landfills, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or County to potential liability.

“Exclusive Right” is the right and privilege granted by County to Contractor to be the only Franchisee authorized by County to Collect, Transport, Dispose, and Processes Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D in a specified geographic area.

“Exclusive Single-Family Collection Area” is the geographic region shown on the map in Exhibit A-RECOLOGY, which may be expanded into contiguous or adjacent areas upon direction of the County Board of Supervisors.

“Federal” means belonging to or pertaining to the federal government of the United States.

“Food Waste” means food scrap materials from both residential and commercial kitchens, stores at which food products are sold, and food processing activities, including fruits, vegetables, pasta, bread, rice, meat, dairy, coffee grinds and filters, tea bags, egg shells and cartons, and biodegradable products such as paper plates, paper towels, paper napkins and compostable bags and compostable cutlery/culinary products.

“Franchise Fee” means the fee established by and between Contractor and County representing the costs to the County resulting from the waste-collection services described herein including but not limited to administration of the franchise agreement, repair to County roads surrounding landfill, hazardous waste collection illegally dumped along County roadsides, and education and outreach to Single-Family Premises, Commercial Premises, and Multi-Family Premises regarding solid waste franchise programs and state recycling mandates.

“Franchisees” means the parties that, as of the Commencement of the Term of this Agreement have entered into a franchise agreement that remains in effect, substantially similar to this Agreement, for Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D Services in the Non-Exclusive Collection Area and/or in an Exclusive Single-Family Collection area.

“Generator” means any Person as defined by the Public Resources Code, whose act or process produces Solid Waste, Recyclable Materials, Yard Trimmings, Organics, or C&D as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

“Gross Receipts” shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, net of any refunds to Customers, but otherwise without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

“Hazardous Substance” means any of the following: (a) any substance defined, regulated or listed (directly or by reference) as “Hazardous Substances”, “hazardous materials”, “Hazardous Wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, 42 USC §9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 USC §1802 et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901 et seq.; (iv) the Clean Water Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated there under to such enumerated statutes acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substances, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other Applicable Law currently existing or hereinafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyl’s (“PCBs”), petroleum, natural gas and synthetic fuel products, and by-products.

“Hazardous Waste” means any material, which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged or any waste which defined or regulated as a hazardous waste, toxic waste, hazardous chemical substance or mixture, radioactive waste, or asbestos under Applicable Law, including:

- a. “Hazardous Waste” pursuant to Section 40141 of the California Public Resources Code; regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code (the California Hazardous Waste Control Act); all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by Section 25110.02, 25115, and 25117, and future amendments to or recodification of such statutes or regulations promulgated thereunder, including 23 California Code of Regulations Sections 2521 and 2522;
- b. Materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*, as amended, (including, but not limited to, amendments thereto made by the Solid Waste Disposal Act Amendment of 1980), and related Federal, State and local laws and regulations;
- c. Materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 *et seq.*, as amended, and related Federal, State, and local laws and regulations, including the California Toxic Substances Account Act, California Health and Safety Code Section 25300 *et seq.*;
- d. Materials regulated under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, as amended, and regulations promulgated thereunder; and
- e. Materials regulated under any future additional or substitute Federal, State or local laws and regulations pertaining to the identification, transportation, treatment, storage or disposal of toxic substances or hazardous waste.

“Holidays” are defined as New Year’s Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

“Household Hazardous Waste” means Hazardous Waste generated by typical household activities at Residential Premises within the County.

“Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

“Liquidated Damages” means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 12.5.

“Maximum Service Rates” means those rates and fees that are approved by the County for the provision of services performed as part of this Agreement and are contained in Exhibit E. Maximum Service Rates may be adjusted during the Term of this Agreement in the manner set forth herein. The Contractor may, in its sole discretion, charge any amount up to and including the Maximum Service Rate approved by the County.

“Multi-Family Dwelling (MFD)” means any Residential Premises, other than a Single-Family Premises, with five (5) or more dwelling units used for Residential purposes (regardless of whether residence therein is temporary or permanent). Multi-Family Dwellings include mobile home parks and marinas where residents live aboard boats.

“Occupant” means the Person who occupies a Premises.

“Organics” mean Food Waste, or commingled Yard Trimmings and Food Waste. No Discarded Materials shall be considered Organics unless such materials are separated from Solid Waste, Recyclable Materials, and C&D.

“Owner” means the Person(s) holding the legal title to real property and/or any improvements thereon, and shall include the person(s) listed on the latest equalized assessment roll of the County Assessor.

“Party or Parties” refers to the County and Contractor, individually or together.

“Person(s)” means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

“Premises” means any land or building in the County where Solid Waste, Recyclable Materials, Yard Trimmings, Organics or C&D are generated or accumulated.

“Processing” means to sort, prepare, treat, or convert through some special method. Processing also includes the act of Transporting Recyclable Materials, C&D, Solid Waste, Yard Trimmings, Food Waste or Organics to a Processing Site.

“Processing Site” means any plant or site used for Processing Recyclable Materials, C&D or Solid Waste, or for Composting Yard Trimmings, Food Waste or Organics.

“Rate Period” means a twelve (12) month period, commencing January 1, and ending December 31, with the first rate period commencing with the Commencement Date of this Agreement on January 1, 2020.

“Recyclable Materials” means those Discarded Materials that are capable of being Recycled, which Generators set out in Recyclable Containers for Collection for the purpose of Recycling by the Contractor; that are at least ninety percent (90%) Recyclable; and that exclude Excluded Waste. No Discarded Materials shall be considered Recyclable Materials unless such materials are separated from Solid Waste, Yard Trimmings, Organics, and C&D. Recyclable Materials shall include, but not be limited to the following list, which may be amended from time to time as mutually agreed upon by County and Contractor as recycling markets change with approval by the Yolo County Board of Supervisors:

- Fiber Products
 - Newspaper (including inserts, coupons, and store advertisements);
 - Office paper, computer paper, colored paper, construction paper;
 - Magazines, junk mail, catalogs, telephone books, envelopes;
 - Paper bags and non-metallic wrapping paper;
 - Paperboard/chipboard (including cereal boxes, shoe boxes, etc.);
 - Corrugated Cardboard;
- Plastic Products
 - PET, PETE (polyethylene terephthalate) #1 – (soft drink, water and salad dressing bottles, peanut butter and jam jar, etc.)
 - HDPE (high density polyethylene) #2 – (milk, juice and water jugs, shampoo and detergent bottles, etc.)
 - #3-7 Rigid Plastics (squeezable bottles, flexible containers/lids, reusable microwave ware; kitchen ware, yogurt containers; take away containers, disposable cups, etc.)
- Metal Products
 - Aluminum cans, foil and tins with no food remnants;
 - Steel, bi-metal and tin cans
 - Scrap metal
- Glass Products
 - Clear, brown and green jars and bottles

Contractor and County shall confer regarding any necessary educational outreach changes.

“Recycle or Recycling” means the process of sorting, cleansing, treating and reconstituting at a Recyclable Materials Processing Site materials that would otherwise be Disposed or at a landfill

for the purpose of returning such materials to the economy in the form of raw materials for new, reused, or reconstituted products.

“Residential” shall mean of, from, or pertaining to Single-Family Premises or Multi-Family Premises including single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, or marinas where residents live aboard boats.

“Residue” means those materials which, after Processing, are Disposed rather than Recycled or Composted due to either the lack of markets for materials or the inability of the approved Processing site to capture and recover the materials.

“Roll-Off” means an open-top Container with a capacity of 10 to 50 cubic yards that is serviced by a roll-off collection vehicle.

“Salvageable Material” means those Discarded Materials that may be reused in their existing form or may be reused after some form of Processing including, but not limited to, Recyclable Materials, Yard Trimming, and C&D.

“Service Level” means the types of, and frequency of, service received by the customer including but not limited to size, number and type of container or bin, number of service pick-ups per week and category such as a residential, commercial, and multi-family.

“Single-Family” means, notwithstanding any contrary definition in the County Code, any detached or attached house or residence designed or used for occupancy by one family, provided that Collection service feasibly can be provided to such Premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the Collection service. Single-Family includes residential units of a duplex or tri-plex Residential structure with less than five (5) units.

“Solid Waste” means solid waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder that the County Code requires Generators within the County to set out for Collection unless Generators elect to self-haul materials in accordance with the County Code. Excluded from the definition of Solid Waste, are Recyclable Materials, Yard Trimmings, Organics, C&D, Excluded Waste and Hazardous Waste. Notwithstanding any provision to the contrary, “Solid Waste” may include de minimum volumes or concentrations of waste of a type and amount normally found in Solid Waste after implementation of programs for the safe collection, recycling, treatment and disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time.

Solid Waste includes Salvageable Materials only when such materials are included for Collection in a Solid Waste Container.

“Source Separated” means the segregation, by the Generator, of materials designated in this Agreement for separate Collection for some form of Recycling, Composting, recovery or reuse.

“Specialty Recyclable Material” means material not within the definition of Recyclable Materials, that can be or will be Collected for purposes of Recycling by any Person operating under a valid permit issued by the County. Such Specialty Recyclable Material includes, but is not limited to scrap metal, roofing materials, pallets, plastic film, shredded office paper.

“State” means the State of California

“Subcontractor” means a person (other than an employee, union or supplier) who has entered into a contract, express or implied, with the Contractor for the performance of an act that is necessary for the Contractor’s fulfillment of its obligations under this Agreement.

“Term” means the Term of this Agreement, including extension periods if granted, as provided for in Article 3.

“Ton (or Tonnage)” means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

“Transportation” means that act of transporting or state of being transported.

“Universal Waste” means any waste matter which the State of California classifies as “universal waste” including but not limited to items and materials listed in 14 CCR 66261.9, as it may be amended, as well as any items listed below not classified by the State as “universal waste”. Universal Waste includes, but is not limited to, the following: E-Waste, batteries (except automobile batteries), thermostats, lamps with fluorescent bulbs, high intensity discharge lamps, sodium vapor lamps, and other lamps with hazardous waste characteristics, cathode ray tubes, aerosol cans, mercury-containing items such as thermostats and thermometers, and other objects containing electronic components including but not limited to computers, computer monitors, cellular telephones, copiers, fax machines, DVD players, VCRs and televisions.

“Yard Trimmings” means Discarded Materials that are vegetative matter from normal yard and landscaping maintenance, including but not limited to, green trimmings, grass, weeds, pine needles, leaves, prunings, branches, dead plants and trees, brush, tree trimmings, and small pieces of unpainted and untreated wood (limbs, branches, trees and small pieces of wood material are limited to six (6) inches in diameter and 60 inches in length), excluding Excluded Waste and Food Waste. No Discarded Materials shall be considered Yard Trimmings unless such materials are separated from Solid Waste, Recyclable Materials, Organics, Food Waste, and C&D.

ARTICLE 2. GRANT AND ACCEPTANCE OF FRANCHISE

[2.1 GRANT AND ACCEPTANCE OF FRANCHISE

[County grants to Contractor, for the Term (including any extensions) and in accordance with this Agreement, the following:

- A. Exclusive Boundary Area #1 (Capay Valley, Clarksburg, Dunnigan, Esparto, Knights Landing, Madison, Rural Winters west of Interstate 505 but including the El Rio Housing community located east of Interstate 505, Rural Woodland up to but not including County Road 29, Yolo, Zamora) Exclusive Right to provide Collection, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D services, in all areas of the Unincorporated County, excluding rural Davis to all (i) Single-Family Premises; (ii) Multi-Family Premises; and (iii) Commercial Premises. These Exclusive Rights granted by the county to the Contractor shall extend only to provision of service in the Exclusive Collection Area described in Exhibit A-WM, as its boundaries are now constituted or as may hereafter be amended pursuant to the terms of this Agreement.
- B. Exclusive Boundary Area #2 (Rural Davis and Rural Winters, east of Interstate 505 from County Road 29 to Davis City Limits, including County Road 29A but excluding the El Rio Housing community) Exclusive Right to provide Collection, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D services, in all areas of the Unincorporated County, to all (i) Single-Family Premises; (ii) Multi-Family Premises; and (iii) Commercial Premises. These Exclusive Rights granted by the county to the Contractor shall extend only to provision of service in the Exclusive Collection Area described in Exhibit A-RECOLOGY, as its boundaries are now constituted or as may hereafter be amended pursuant to the terms of this Agreement.]
- C. Contractor's rights shall include, but not be limited to, Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D that have been placed in Contractor-provided Containers, or specifically in the case of Yard Trimmings placed in loose piles in front of Exclusive Single-Family Premises in the Willowbank Area, and shall exclude the materials specified in Section 2.3.
- D. Contractor agrees to be bound by and comply with all the requirements of this Agreement.

2.2 OTHER FRANCHISEES

The Contractor acknowledges that other existing Franchisees have substantially similar rights for the Collection, Transportation, Processing, Recycling, Composting, and/or Disposal of Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D in other areas of the County. Contractor may not compete with the other Franchisee to provide:(i) Solid Waste, Recyclable Materials, Yard Trimming, Organics and C&D Collection services to Single-Family, Multi-Family and Commercial Customers in the Exclusive Collection Area #1, which is outside of their designated boundary in Exclusive Collection Area #2 (See Exhibit A-RECOLOGY).

2.3 LIMITATIONS TO THE FRANCHISE

The materials listed below in this Section may be collected and transported by other Persons.

- A. **Materials Collected by the Other Authorized Franchisee.** Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D Collected by other Franchisee that is not within the scope of Contractor's exclusive franchise rights pursuant to this Agreement.
- B. **Materials Hauled by Owner or Occupant, or its Contractor.** Solid Waste, Recyclable Materials, Yard Trimmings, Organics, C&D and Specialty Recyclable Materials that are removed from any Premises by the Owner or Occupant in accordance with the Yolo County Code, Chapter 17 to Title 6, Article 3, Section 6-17-301.
- C. **Commodities Collected for Compensation.** Source Separated Recyclable Materials, Yard Trimmings, Organics, C&D, and Specialty Recyclable Materials generated by Commercial businesses, including County facilities, which are Collected by a Person through a private purchase arrangement with the Generator, where the Generator is compensated reasonably for the materials Collected and the Generator is not paying a fee for any hauling or other service in connection with such arrangement, such as purchasers of scrap metal or California Redemption Value (CRV) beverage containers. In accordance with County ordinance, the Source Separated Recyclable Materials, Yard Trimmings, Organics, C&D, and Specialty Recyclable Materials collected shall be separated from Solid Waste by the Generator so that they are at least 90 percent Recyclable or Compostable, and the Generator shall be required to subscribe to a minimum level of Solid Waste Collection under this Agreement.
- D. **Hazardous Wastes and Infection Waste.** Household Hazardous Waste, Hazardous Waste, Infectious Waste, and Designated Waste regardless of its source.
- E. **Materials Generated by Public Schools, the University of California Davis (UCD), City, County, State and Federal Facilities, and waste generated on tribal lands.** Materials generated by public schools, UCD, and City, County, State and Federal facilities (except those Federal facilities subject to 42 U.S.C. 6961 (a)) located in the County provided that the generator has arranged services with other Persons or has arranged services with the Contractor through a separate agreement arranged through a formal agency procurement process.
- F. **Donations.** Items being collected or dropped off for reuse or repurposing at a thrift store.
- G. **Bulky Items Direct from Retailer.** Bulky items such as mattresses or large appliances that are removed and recycled as part of a service, provided by a retailer, when Customer purchases a new similar product.
- H. **Food Delivery.** Food delivered to food recovery organizations for the purposes of human consumption as outlined in SB1383.
- I. **Exemptions.** Any Single-Family or Commercial Premises who has been granted an exemption by the County to either self-haul their waste to the Yolo County Central Landfill or Esparto Transfer Station or be exempted under any of the other following categories:
 - a. Property is inaccessible due to weight limitation of Contractor provided trucks and both Contractor and County have verified such limitations.
 - b. Property owner has agreed to self-haul waste weekly and County has agreed to monitor compliance with this requirement.

- c. Premises is vacant for two or more months and Single-Family Premises owner has provided sufficient evidence that the Single-Family Premises is not being occupied. (ex. For Sale, Under Renovation, etc.)
- d. Single-Family Premises owner has demonstrated that they actively Compost both Yard Trimmings and Food Waste onsite and therefore have been granted an exemption from Residential Organics services.
- e. Accessory dwelling unit in immediate proximity of Single-Family Premises that is serviced by Contractor and has sufficient container size to accommodate waste of two households.
- f. Vacation hold may only apply once per calendar year if requested by Customer however in no event shall collection service or billing be placed on hold for more than 3 weeks

This Agreement and scope of this Franchise shall be interpreted to be consistent with Applicable Law, now and during the Term of the Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the County to lawfully contract for the scope of services as specifically or collect any fees set forth herein, Contractor agrees that the scope of the Agreement will be limited to those services and materials which may be lawfully included herein and that the County shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws and the Contractor may petition for a rate adjustment pursuant to Section 10.3.

ARTICLE 3. TERM

3.1 TERM

- A. The term of this Agreement shall be from January 1, 2019 (Commencement Date) and continue in full force for a period of ten (10) years, through and including December 31, 2029 unless extended in accordance with this Section or terminated pursuant to Section 12.2.
- B. This Agreement repeals, rescinds and supersedes all other franchise agreements and understandings that exist between the County and Contractor as of the Effective Date hereof, provided that nothing herein shall relieve either party from liabilities and obligations under a previous agreement prior to the Effective Date hereof.
- C. Upon mutual, written agreement of the Parties, the Parties may extend this Agreement for five (5) years with a new Term expiration date of December 31, 2034, provided that the County achieves and maintains compliance with the program elements outlined in Assembly Bill (AB) 341, AB1826 and Senate Bill (SB) 1383; and the Contractor is in compliance with all applicable terms of this Agreement.
- D. Between the Effective Date and Commencement Date, Contractor shall perform all activities necessary to prepare itself to start Collection, Transportation, Processing, and Disposal services required by this Agreement on the Commencement Date.

**ARTICLE 4.
SCOPE OF AGREEMENT**

4.1 SUMMARY SCOPE OF SERVICES

Contractor shall provide all facilities, equipment, personnel, labor, and materials necessary to perform the following services, and in a manner satisfactory to the Director. These services include the following tasks and subtasks:

- A. Collecting Solid Waste, Recyclable Materials, Yard Trimmings, and Organics, generated by and placed for Collection by Customers in the Exclusive Boundary areas of Contractor's services pursuant to requirements of Article 5.
- B. Collecting C&D generated in the Collection Area and placed for Collection by Customers that are subscribers of Contractor's C&D Collection services on a temporary basis during demolition and/or construction periods at Generator's site pursuant to requirements of Article 5.
- C. Transporting Solid Waste Collected to the Approved Disposal Site pursuant to requirements of Article 5.
- D. Transporting Recyclable Materials, Yard Trimmings, and Organics Collected to the Approved Recyclable Materials Processing Site and the Approved Organics Processing Site; Processing and marketing those Recyclable Materials; pursuant to requirements of Article 5.
- E. Transporting C&D Collected to Processing Site pursuant to requirements of Article 5.
- F. Performing all other services required by this Agreement including, but not limited to, Customer billing, public education, Customer service, record keeping, and reporting pursuant to Articles 6 and 8.
- G. Furnishing all labor, supervision, vehicles, Containers, other equipment, materials, supplies, and all other items and services necessary to perform its obligations under this Agreement.
- H. Paying all expenses related to provisions of services required by this Agreement including, but not limited to, taxes, regulatory fees (including County fees pursuant to Article 9), and utilities.
- I. Providing all services required by this Agreement in a thorough and professional manner so that residents, businesses, and the County are provided timely, reliable, courteous and high-quality service at all times.
- J. Performing all services in full accordance with this Agreement at all times using best industry practices for comparable operations.
- K. Complying with all Applicable Laws.
- L. Performing or providing all other services necessary to fulfill its obligations under this Agreement.
- M. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

The enumeration and specification of particular aspects of service, labor, or equipment requirements shall not relieve Contractor of the duty to perform all other tasks and activities necessary to fulfill its obligations under this Agreement, regardless of whether such requirements are enumerated elsewhere in the Agreement, unless excused in accordance with Section 12.6.

4.2 DESCRIPTION OF COLLECTION AREAS

Exclusive Boundary Area #2 as defined in Section 2.1.B and outlined on the map in Exhibit A

4.3 VOLUNTARY USE OF COUNTY DISPOSAL SITE

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Approved Disposal Site (which is the Yolo County Central Landfill as of the Effective Date) for the purposes of Disposing of all Solid Waste Collected in the County. Such decision by Contractor in no way constitutes a restraint of trade notwithstanding any Change in Law regarding flow control limitations or any definition thereof. The Disposal Fees are specified in Exhibit C and may be adjusted from time to time. As of the Effective Date of this Agreement, the County has approved Contractor's use of Hay Road Landfill for Solid Waste and C&D, Jepson Prairie Organics for Yard Trimmings and Organic Waste, and Potrero Hills Landfill for C&D in the event that the Yolo County Central Landfill is closed or no longer Disposing of Solid Waste or no longer Processing Yard Trimmings, Organics or C&D materials. Such an event (excluding Holiday closures) shall be considered an extraordinary event outside Contractor's control under Section 9.3 and an event beyond the control of and not the fault of Contractor under Section 11.7.

4.4 SUBCONTRACTING

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part without the written consent of the Yolo County Board of Supervisors, which may withhold such consent at its sole discretion. Contractor shall not subcontract any portion of the Collection, Transportation, Processing, or Disposal of Solid Waste, Recyclable Materials, Yard Trimmings, Organics or C&D services without the prior written consent of the Director, who may withhold such consent at his/her sole discretion.

If the Contractor plans to engage other affiliated or related party entities in the provisions of services, Contractor shall provide the County with thirty (30) days' written notification of its plans and provide an explanation of any potential impacts related to the provision of services under this Agreement. Plans for affiliated or related party to provide services under this Agreement must be approved by the Director in writing, who may withhold such approval in his/her sole discretion.

If any subcontracts or plans to engage affiliated or related parties are approved, the subcontractor(s) or affiliated or related parties shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by such parties.

This Section 4.4 shall not apply to Contractor's use of Hay Road Landfill, Jepson Prairie Organics or Potrero Hills Landfill as specified in Sections 4.3 and 4.11, or to the marketing by Recology Products Inc. of commodities extracted from Recyclable Materials.

4.5 OWNERSHIP OF MATERIALS

Once Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D are placed in the Contractor's Containers and/or at the Collection location, ownership and the right to possession of such materials shall transfer directly from the Generator to Contractor with the exception of Excluded Waste. Once Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D are deposited by Contractor at a Disposal Site, transformation site, transfer station, Composting Site, or Processing Site, such materials shall become the property of the owner or operator of the facility with the exception of Excluded Waste pursuant to Section 4.15.B.

Contractor shall retain all revenue earned from the sale of collected Recyclable Materials.

4.6 DIVERSION REQUIREMENTS

- A. Diversion Requirement. Contractor will achieve a minimum annual diversion rate of fifty percent (50%) based upon the schedule below. The annual Diversion rate will be calculated as the number of tons of Discarded Materials collected by Contractor and transported to the Approved Recyclable Materials, Organics or C&D Processing Sites, or other recycler or re-user, divided by the total number of tons of Discarded Material collected by Contractor. Materials delivered to a Processing Site will be deemed 100% diverted for purposes of this calculation. If changes to the Contractor's scope of services are necessary to increase Diversion, the change in scope and adjustment to Rates or approved Maximum Service Rates shall be first mutually agreed to by the Parties.

<u>Years 1 to 3 of the Franchise Agreement</u>	<u>Thirty-Five Percent (35%)</u>
<u>Years 4 to 6 of the Franchise Agreement</u>	<u>Forty Percent (40%)</u>
<u>Years 7 to 9 of the Franchise Agreement</u>	<u>Forty-Five Percent (45%)</u>
<u>Years 10+ of the Franchise Agreement</u>	<u>Fifty Percent (50%)</u>

- B. Warranties and Representation. Contractor warrants and represents that it is aware of and familiar with County's waste stream, and that it has the ability to and can provide sufficient programs and services to ensure County will meet or exceed the diversion requirements set forth above, and will use good faith effort to assist the County in achieving the goals set under AB341 and AB1826.
- C. Request for Additional Diversion Services. During the Term of the Agreement, the Contractor shall assist the County, upon request, with development and implementation of Diversion programs as required by CalRecycle. If such programs would increase Contractor's costs, the Maximum Service Rates shall first be adjusted to fully capture Contractor's increased costs. An example of such diversion services shall include but

not be limited to developing an implementation plan for uniform color coding of Containers if established under SB1383.

- D. Failure to Meet Minimum Diversion Requirements. Notwithstanding the foregoing, if at any time during the Term of this Agreement, Contractor fails to meet the annual diversion requirement set forth in Section 4.6.A, and as a result the annual diversion rate in Yolo County, as calculated and reported by CalRecycle, falls below the minimum diversion rates set forth in Section 4.6.A of this Agreement or the state mandated thresholds; and Contractor fails to demonstrate corrective actions have been taken to remedy these shortfalls, Contractor shall be responsible for paying 50% of any fines imposed on County by CalRecycle for such inadequate diversion (but only to the extent such fines relate to the service area covered by this Agreement), and follow the compliance plan or other directive issued by CalRecycle or any other state or federal agency (with any changes to programs being handled under subsection C above).

4.7 COUNTY-DIRECTED CHANGES TO SCOPE

County may, by written notice, request Contractor to perform additional services or modify existing services. In such case, Contractor shall present, within 30 calendar days of the County's written request, a written proposal to provide modified or additional services.

The County shall review the Contractor's proposal for the change in scope of services. If the Contractor's proposal is desirable to the County, the County may negotiate with the Contractor to amend the Agreement to reflect the change in scope and additions or adjustments (if any) to Rates attributable to the change. If the Contractor and County do not reach an agreement on the change in scope or Rates, and the change in scope involves collection of material that Contractor does not have the exclusive right to collect under this Agreement, then the County may solicit proposals from one or more other parties for such services and Contractor shall be invited to submit a proposal during the process. If County awards a contract for such services to a third party, then County may make such contract exclusive, in which event Contractor will be prohibited from collecting the subject material.

If the change in service is necessary to comply with state or federal law, and County and Contractor do not reach agreement on the Rates for such change, then the parties agree the Rate change will be set by a mutually-agreeable arbitrator based on the increased costs incurred by Contractor to provide such services.

4.8 CUSTOMER CONTRACTS

Contractor shall not enter into Customer contracts with Single-Family, Multi-Family or Commercial Customers, and Customers are not required to enter into a contract with Contractor. Should an existing Customer agreement be in place prior to the Effective Date of this Agreement, and the rates charged for services does not exceed the maximum Rates established for such services, then such Customer agreement may continue until Customer agreement term expires. Once the Customer agreement term expires, the affected Customer(s) shall fall under terms, conditions, and pricing set forth in this Agreement.

The Contractor does not need to comply with the requirements of this section for Roll Off collection services that are not provided to the Customer on a regular basis or for National Accounts.

4.9 CONTAINER REQUIREMENTS

- A. General. Contractor shall provide and maintain all Carts and Bins for Customers. Customer is responsible for normal cleanliness of Carts and Bins and for damage or loss due to Customer's negligence. Damage or loss to Carts and Bins due to theft, vehicle accidents, or vandalism shall be the responsibility of Contractor. Contractor shall replace any Cart or Bin that is severely damaged, has been impacted by graffiti or has jagged or sharp edges within five (5) business days of request for replacement. Customers may request a swap on their Cart or Bin once every five years to maintain cleanliness.
- B. Labeling of Containers. To assist with waste diversion efforts, and unless provided otherwise under state law, the following labeling shall occur with the delivery of every new Container and all labels shall be in place on all containers by January 1, 2022.

- Residential: Solid Waste Carts shall have a gray sticker
Recycling Carts shall have a blue sticker
Organics Carts shall have a green sticker
- Commercial: Solid Waste Carts and Bins shall have a gray sticker
Recycling Carts and Bins shall have a blue sticker
Organics Carts and Bins shall have a green sticker
- Roll Off: Recycling Roll Off Bins shall have blue signage indicating the type(s) of commodities accepted affixed to all 4 sides of the bin
Organics Roll Off Bins shall have green signage indicating the types (s) of commodities accepted affixed to all 4 sides of the bin
C&D Roll Off Bins shall have orange signage indicating the types(s) of commodities accepted affixed to all 4 sides of the bin

4.10 COLLECTION QUALITY

All Contractor's employees shall make Collections as reasonably quiet as possible and shall avoid unnecessary disturbance. Contractor and its employees shall not trespass or loiter on Customer's property and shall use due care in entering and exiting such property, using paved walks and surfaces where practicable. Contractor shall exercise due care when handling Containers and shall not cause the Containers to be thrown or dropped during Collection Services. Contractor's employees shall replace Containers upright once emptied and shall clean up any Solid Waste, Recyclable Materials or Organics spilled during the Collection process. Contractor shall not cause or permit the private property or County roads or property to be littered with trash or other debris because of Contractor's activities under this Agreement. Contractor shall clean up any such trash or debris in the immediate vicinity or any Cart or Bin and/or storage area that are a direct result from Collection Services under this Agreement. In

the event of repeated litter not caused by Contractor directly, Contractor shall first notify the Customer and, if litter continues more than twice per calendar year, County and Contractor shall meet and Contractor may request a change to Customer's service level to rectify the situation.

At the request of Customer, Contractor may provide special services including: unlocking Containers; accessing Container enclosures with a key; or pulling or pushing Containers to the Collection vehicle if location is more than 20 feet from roadside. Contractor may charge Customer for these identified extra services, but in no event shall those charges exceed the Maximum Service Rates established for special services under this Agreement. If Contractor's vehicles are required to enter private property or travel on a private road to service a Customer, Contractor may require the Customer to sign a reasonable road damage liability waiver.

4.11 COLLECTION ON HOLIDAYS

Contractor shall not Collect on New Year's Day or Christmas Day. For these Holidays, Contractor shall provide Collection services on the day following the Holiday thereby adjusting subsequent work that week. The Contractor shall provide Customers notice of Holiday related changes in Collection schedules at least two weeks prior to change. For other Holidays, when the Yolo County Central Landfill is closed, Contractor may Collect and deliver the collected materials to the facilities specified in Section 4.3, or any other facility mutually agreed in advance by County and Contractor.

4.12 HOURS OF COLLECTION

- Residential: Collection from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.
- Commercial: Collection from Commercial Premises that are two hundred (200) feet or less from Residential Premises shall only occur between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday. Collection from Commercial Premises more than two hundred (200) feet from Residential Premises shall only occur between the hours of 4:00 a.m. and 6:00 p.m.
- Roll Off: Collection hours shall follow those specified above based upon the type of Customer and Customer location requesting roll off services.
- Exceptions: In the event of unique operating conditions or unforeseen circumstances, the Contractor may Collect from Residential Premises or Commercial Premises that are two hundred (200) feet or less from Residential Premises between the hours of 5:00 a.m. and 10:00 p.m., Monday through Friday, upon prior written approval from the County Administrator.

4.13 VEHICLE REQUIREMENTS

- A. General. Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. Contractor shall have available sufficient back-up vehicles

for each type of Collection vehicle used to respond to complaints and emergencies. Contractor shall register all vehicles with the California Department of Motor Vehicles and Yolo County Environmental Health Division. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with California Environmental Protection Agency (EPA) noise emission and air quality regulations and other applicable noise control regulations. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Contractor's name and local telephone number shall be displayed on all vehicles.

- B. Weight Limits. Contractor must ensure all vehicles comply with the legal maximum weight limits of the State of California. Contractor shall be responsible for any damage to any property if proven to be the result of the Contractor's vehicles exceeding the legal maximum weight limits of the State of California or the Contractor's negligent operation of the vehicles. Contractor shall be responsible for damage to public and private utilities, and shall repair or replace such damaged utilities, if proven, to the satisfaction of the County, to be caused by the inattention, carelessness or negligence of Contractor.
- C. Cleaning and Maintenance. Collection vehicles shall be thoroughly washed and steam cleaned as frequently as needed to present a clean appearance of the exterior and interior compartment of the vehicle. Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly shall be taken out of service until they are repaired to a standard where the equipment is in safe and operable condition. Yolo County Environmental Health, which is the County's Local Enforcement Agency, may inspect vehicles at any reasonable time and any reasonable location to determine compliance with sanitation requirements.
- D. Spill Response. Contractor shall use due care to prevent spills or leaks of oil, fuel, and fluids during Collection and Transportation operations. If any materials are spilled or leaked during Collection and Transportation, the Contractor shall promptly clean up all spills or leaks. Contractor shall have a spill response team that will clean up hydraulic fuel leaks within two hours of the incident and dispose of residual in accordance with Applicable Law; may arrange spill response services through a Subcontractor; or shall reimburse Yolo County should the County emergency response contractor be called out to clean up the spill.

Contractor shall not transfer loads from one vehicle to another on any County road, unless it is necessary to do so because of mechanical failure, hot load (combustion of material in the truck), accidental damage to a vehicle, or unless approved by the County.

Contractor shall cover all open Roll-Off Boxes with a tarp meeting the requirements of California Vehicle Code §23115, or other County approved cover, at the pickup location before Transporting materials to the Disposal and Processing Sites.

4.14 PERSONNEL

- A. General. Contractor shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical, and other personnel as may be necessary to provide the services required by this Agreement in a safe and efficient manner. Contractor shall designate at least one qualified employee as supervisor of field operations with principal responsibility for Collection operations and responses to complaints and shall designate at least one qualified employee as Contract Manager with principal responsibility for general Customer service, diversion compliance and reporting. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation, or gratuity from members of the public for Collection services.
- B. Driver Qualifications. All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles (DMV). Contractor shall use the Class II California DMV employer "Pull Notice Program" to monitor its drivers for safety.
- C. Safety Training. Contractor shall provide suitable operational and safety training for all of its employees who operate Collection vehicles or equipment or who are otherwise directly involved in such Collection, Disposal, or Processing. Contractor shall train its employees involved in Collection to identify, and not to collect, Hazardous Waste or Infectious Waste. Upon the County's request, Contractor shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.

4.15 HAZARDOUS WASTE INSPECTION AND HANDLING

- A. Inspection Program and Training. Contractor shall develop a load inspection program that includes the following components: (i) Personnel and training; (ii) Load checking activities; (iii) Management of wastes; and (iv) Record keeping and emergency procedures. Contractor's load checking personnel, including its Collection vehicle drivers, shall be trained in (i) the effects of Hazardous Substances on human health and the environment; (ii) identification of prohibited materials; and (iii) emergency notification and response procedures.
- B. Responses to Hazardous Waste Identified. If the Contractor can identify the Generator of Excluded Waste that has been inadvertently Collected by the Contractor, title to Excluded Waste shall remain with the Generator thereof. If the Generator has refused or fails to reimburse Contractor for the Disposal costs for the Excluded Waste, the County and the Contractor shall each pay 50% of the Disposal fees and County shall assist with investigation and collection of Disposal costs from the Generator. If the Generator of the Excluded Waste cannot be identified, Contractor shall be considered the owner of the Excluded Waste and shall assume responsibility for Disposal fees of such materials.

**ARTICLE 5.
COLLECTION, PROCESSING,
AND DISPOSAL SERVICES**

5.1 SOLID WASTE

- A. Collection. Contractor shall offer Solid Waste Collection services to all Single-Family, Multi-Family, and Commercial Premises at the service level described herein. Contractor shall provide weekly removal of Solid Waste from all Single-Family Customers, and in no event less than once per week removal of Solid Waste from all Multi-Family and Commercial Customers, at Rates not exceeding the Maximum Service Rates set forth in such exhibits. Contractor acknowledges that the County is committed to Diverting materials from Disposal through the implementation of source reduction, reuse, Recycling, and Composting programs, and that the County anticipates the overall quantity or composition of Solid Waste to be Collected by Contractor will change over the course of the Agreement Term.
- B. Disposal. Contractor shall Transport all Solid Waste Collected by it in the service area to the Approved Disposal Site. Contractor shall pay all costs associated with Transporting and Disposing of Solid Waste including payment of any gate fees charged at the Approved Disposal Site. Contractor shall observe and comply with all regulations in effect at the Approved Disposal Site and cooperate with the operator thereof with respect to delivery of Solid Waste, including directions to unload Collection vehicles in designated areas, accommodating operations and maintenance activities, and complying with Hazardous Waste exclusion programs.
- C. Turnaround Time. It is understood that Contractor's proposed rates depend on its collection vehicles having a turnaround time of thirty (30) minutes or less at the County-operated Approved Disposal Site and Approved Yard Trimmings, Organics and C&D Processing Sites. Turnaround time means the period between the time the vehicle is crosses the entry scales (or, if earlier, the time it gets in line to be weighed in) and the time the vehicle exits the facility after having unloaded its material and completed all procedures. If the turnaround time at any such facility regularly exceeds thirty (30) minutes, the parties shall meet to discuss the problem.

5.2 RECYCLABLE MATERIALS

- A. Collection. Contractor shall offer Recyclable Materials Collection services to all Single-Family, Multi-Family, and Commercial Premises (including all Commercial Premises that have four (4) cubic yards of waste per week or more, per the requirements of AB 341) at the service levels described herein. The cost to Multi-Family and Commercial Customers for such services shall not exceed the Maximum Service Rates set forth in such exhibits. Contractor shall provide one 64-gallon Cart for weekly Collection of Recyclable Materials from each Single-Family Residential Customer at Rates not exceeding the Maximum Service Rates set forth in Exhibit B. Any Commercial Customer with 4 yards or more of trash per week must be accompanied by recycling services per Assembly Bill 341.

Contractor shall ensure accounts are locked to prevent customers from cancelling state mandated Recycling services without an approved exemption on file with the County.

- B. Bundled Cardboard. Contractor shall provide curbside collection of bundled flattened cardboard from Single-Family Customers in Contractor's Exclusive Single-Family Collection Areas. Contractor shall provide such service if Customer abides by program specifications by placing cardboard out on normal Collection day next to the Collection Container in bundles.
- C. Processing and Marketing. Contractor agrees to Transport and deliver all Source Separated Recyclable Materials it Collects in the service area to the Approved Recyclable Materials Processing Site. Residue from the Recyclable Material shall be Disposed of by Contractor, or owner/operator of the Approved Recyclable Materials Processing Site, at a Disposal Site selected by Contractor or the owner/operator of the Approved Recyclable Materials Processing Site. All costs associated with Transporting to and Processing Recyclable Materials at the Approved Recyclable Materials Processing Site shall be paid by Contractor. Contractor retains revenues received for the sale of Recyclable Materials including California Redemption Value revenues.

Contractor shall be solely responsible for selecting the Approved Recyclable Materials Processing Site and guaranteeing sufficient capacity at such Processing Site to Process all Recyclable Materials Collected by Contractor under this Agreement throughout the Term of the Agreement. The Owner and Operator of the Approved Recyclable Materials Processing Site, if different than the Contractor, shall be considered a Subcontractor to Contractor. Contractor, or its Subcontractor, shall Process and market the Recyclable Materials. To the extent within Contractor's or its Subcontractor's reasonable control and conditioned on the cooperation of Customers with recycling policies and procedures, Contractor, or its Subcontractor, shall be responsible for recovering Recyclable Materials to maintain an average monthly residue level of ten percent (10%) or less where the residue level shall be calculated as 100 multiplied by the monthly Tonnage of Processing residue requiring Disposal divided by the total monthly Tonnage of Recyclable Materials Collected, in each case for the Processing Site as a whole.

If Contractor is unable to use the Approved Recyclable Materials Processing Site due to an emergency or sudden unforeseen closure of the Approved Recyclable Materials Processing Site, Contractor may use an alternate Processing Site provided that the Contractor provides verbal or written notice to the County. Within forty-eight (48) hours of emergency or closure, the Contractor shall provide a written description of the reasons the Approved Recyclable Materials Processing Site is not feasible and the period of time Contractor proposes to use the alternative Processing Site. For continued use of the alternative Processing Site, Contractor shall receive written approval from the County.

If the need to use the alternate Processing Site is for reasons within Contractor's, or it's Processing Site Subcontractor's, reasonable control, Contractor's Compensation shall not be increased for any increased Transportation and Processing costs associated with the use of the Alternative Processing Site. If the need to use the alternative Processing Site results from reasons beyond Contractor's reasonable control, the County shall increase

Contractor's Compensation for increased Transportation and Processing costs associated with the use of the alternative Processing Site, and shall reduce Contractor's Compensation for decreased Transportation and Processing Costs associated with the use of the alternative Processing Site.

Contractor may permanently change its selection of the Approved Recyclable Materials Processing Site following County's written approval. If Contractor elects to use a Recyclable Materials Processing Site that is different than the Approved Recyclable Materials Processing Site, Contractor shall request written approval from the County Administrator sixty (60) calendar days prior to use of the site and obtain the County's written approval no later than ten (10) calendars prior to use of the site.

- D. Compliance with Applicable Law. Contractors warrants throughout the Term that the Approved Recyclable Materials Processing Site selected by Contractor is respectively authorized and permitted to accept Recyclable Materials in accordance with Applicable Law and is in full compliance with Applicable Law.

5.3 YARD TRIMMINGS

- A. Non-Containerized "Loose Pile" Collection of Yard Trimmings. Contractor shall offer once per month loose pile collection year-round to Single-Family Customers in the Willowbank area, as defined in Exhibit D-Willowbank Area. The Rate for this service shall not exceed the Maximum Service Rates set forth in Exhibit D. Piles shall be no greater than five (5) feet in any direction with no limit on the number of piles per Residence, provided that piles are properly spaced and placed on the street in front of the Customer's residence without blocking traffic. Contractor shall provide all necessary equipment and personnel to provide Non-Containerized Collection of Yard Trimmings. Contractor shall Transport all Yard Trimmings Collected in the County to the Approved Organics Processing Site. Contractor shall pay all costs associated with the transfer (if applicable) and Transporting of Yard Trimmings and all fees charged by the Approved Organics Processing Site for the Processing, Composting and marketing of Yard Trimmings. All Yard Trimmings shall be processed by County for use as Compost, mulch, or soil amendment and none shall be deposited by County for Disposal. Residue from the Yard Trimmings Processing and Composting activities shall be Disposed of by County at the Approved Disposal Site.
- B. Multi-Family Collection of Yard Trimmings. Contractor shall provide Containerized Yard Trimming Collection to Multi-Family Customers with Yard Trimming waste to assist them in complying with AB 1826 requirements, at the service levels described in Exhibit B and at Rates not exceeding the Maximum Service Rates set forth in such exhibit.
- C. Processing and Marketing. County shall be solely responsible for selecting the Approved Organics Processing Site and guaranteeing sufficient capacity at such Approved Organics Processing Site to Process, Compost, and market all Yard Trimmings Collected by the Contractor under this Agreement throughout the Term of the Agreement. County shall require its Organics Processing Site Subcontractor to keep all existing permits and approvals necessary for use of the Approved Organics Processing Site in full regulatory compliance.

If Contractor is unable to use the Approved Organics Processing Site due to an emergency or sudden unforeseen closure of the Approved Organics Processing Site, Contractor may use an alternative Processing Site provided that the Contractor provides verbal or written notice to the County on which alternate site they will use. Within forty-eight (48) hours of the emergency or closure, County, or County's Subcontractor, shall provide a written description of the reasons the Approved Organics Processing Site is not feasible and the period of time County proposes to request an alternate Processing Site be used. For continued use of the alternative Processing Site, Contractor shall receive written approval from the County.

- D. Compliance with Applicable Law. County warrants throughout the Term that the Approved Organics Processing Site is authorized and permitted to accept Organics in accordance with Applicable Law and is in full compliance with Applicable Law.

5.4 ORGANICS

- A. Single-Family Residential Customers. Contractor shall provide one 64 or 65-gallon Cart for weekly Collection of Organics from each Single-Family Residential Customer, at no additional charge beyond the Solid Waste Rate.
- B. MFD Food Waste Collection. Contractor shall offer 64 or 65 gallon Carts for Collection of Food Waste from all MFD Customers at Rates not exceeding the Maximum Service Rates set forth in Exhibit B for Commercial Customers.
- C. Commercial Food Waste Collection. Contractor shall offer 64 or 65 gallon Carts for Collection of Food Waste from all Commercial Customers at Rates not exceeding the Maximum Service Rates set forth in Exhibit B for Commercial Customers, to assist them in complying with AB 1826 requirements. Food Waste and Organics Collected from Customers shall be delivered to the Approved Organics Processing Site. In no event shall Commercial Food Waste Customers be collected less than once per week. Upon request, Contractor shall provide Front End Load (FEL) dumpsters or Rear End Loader dumpster for Organics services to Commercial Premises that require more than ten (10) 64 or 65 gallon Carts for Collection of Organic Waste. These Collection services shall be provided at the costs set forth in Exhibit C. Any Commercial Customer with 2 yards or more of trash per week must be accompanied by organic services per Assembly Bill 1826. Contractor shall ensure accounts are locked to prevent customers from cancelling state mandated Organics services without an approved exemption on file with the County.

5.5 CONSTRUCTION AND DEMOLITION DEBRIS

- A. Collection. Contractor shall offer C&D Collection service for Single-Family, Multi-Family, and Commercial Premises. The C&D collection service shall be provided using Roll-Off Boxes only and shall be a temporary service provided only at sites where construction, alteration, remodeling, repair, or demolition operations are being performed. C&D Collection services shall be provided to any Customer that requests service from the Contractor. Contractor shall charge Customers Rates for C&D Collection service in accordance with the Maximum Service Rates described in Exhibit B.

- B. Processing and Marketing. Contractor shall Transport all C&D Collected by it in the service area to the Approved C&D Processing Site. Contractor shall pay all costs associated with the transfer (if applicable) and Transporting of C&D and all fees charged by the Approved C&D Processing Site for the Processing, and marketing of C&D. Residue from the C&D Processing activities shall be Disposed of by County or its C&D Processing Site Subcontractor at a Disposal Site selected by the County, or its C&D Processing Site Subcontractor. The County, or its Subcontractor, shall be responsible for marketing the processed C&D materials.
- C. Compliance with Applicable Law. County warrants throughout the Term that the Processing Site selected by County is respectively authorized and permitted to accept C&D in accordance with Applicable Law and is in full compliance with Applicable Law.

5.6 BULKY WASTE

- A. Landfill Coupon. Contractor shall mail every Single-Family Resident and Multi-Family Residential Unit a landfill coupon each May and October valid for the entire calendar month at either the Approved Disposal Site or Approved Transfer Station Site. The May coupon shall be valid from May 1 to 31 each year and the October coupon shall be valid from October 1 to 31 each year. Each landfill coupon shall entitle the Resident to drop off certain material specified by County (which may include Bulky Waste) at the above locations, at no charge to the Resident.
- B. Senior/Disabled Bulky Waste Collection. Contractor shall allow Single-Family Customers in households where all inhabitants are 65 years of age or older or have a disability to receive up to two (2) Bulky Waste Collection service events per year at the Curbside or at a location other than Curbside (ex. in front of a garage or gate), at no extra charge to the Customer. Contractor shall review all requests (which may include statements from physicians, copy of driver's license, etc.) to verify senior or disabled status or need for location other than Curbside to be authorized. Senior/Disabled Bulky Waste Collection shall occur by appointment within 10 business days of Customer request for service or within 10 business days of verification of eligibility. Contractor shall maintain the confidentiality of any information provided by Customers applying for such program.
- C. Accepted Materials. Each Senior/Disabled Bulky Waste Collection Customer shall be entitled to collection of up to two (2) of the following items per Bulky Waste Collection service event, at no additional charge:
 - a. Large furniture (ex. sofa, table, mattress, bookshelf, etc.)
 - b. Major appliances (ex. Washing machine, dryer, hot water heater, refrigerator, etc.)
 - c. Electronic devices (ex. Television, computer monitor, vacuum, etc.)
 - d. Auto or truck tires.
- D. Unacceptable Material. Bulky Waste does not include the following items:
 - a. Abandoned Vehicles/vessels or large automotive parts
 - b. Yard trimmings or tree stumps
 - c. Hazardous or Excluded Waste
- E. Handling of Materials. Contractor shall, to the extent practical, separate reusable materials and Recyclable Materials collected as part of the Bulky Waste Collections and Transport such materials to the Yolo County Central Landfill for reuse or recycling. Major appliances

and Covered Electronic Waste (CEW) shall be handled in accordance with Applicable Laws including but not limited to special handling to prevent breakage and/or release to units containing Freon or Cathode Ray Tubes and proper tracking of collection by address/origin for CEWs.

5.7 ILLEGAL DUMPING

Contractor may be requested to assist County on an annual basis with illegal dumping abatement or homeless encampment cleanup along County roadways. If requested, Contractor shall provide up to one (1) Roll Off Container haul per year of Solid Waste for such services. The County shall be responsible for all labor related to filling the Roll Off Container with debris, which County will complete within five (5) days after Contractor delivers the Containers. The County will ensure no Excluded Waste is placed in the Roll Off Container.

5.8 ALLOCATION OF COUNTY MATERIALS

Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D Collected pursuant to this Agreement, which are combined with materials collected from other jurisdictions, shall be allocated by Contractor to the County. The allocation shall be based on volume or Tonnage using a method approved by the County and such approval shall not be unreasonably withheld. On a quarterly basis, Contractor shall provide detailed calculations documenting the allocation of materials to the County for materials Collected in vehicles serving multiple jurisdictions.

ARTICLE 6. OTHER SERVICES

6.1 RURAL COUNTY FACILITIES

Contractor shall provide Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D Debris Services at the following County owned properties located in Davis, in the same manner and subject to the same requirements as Commercial Customers but at no additional cost to the County:

- a. Grasslands Regional Park – 30475 County Road 104
- b. Mary L Stephens Davis Branch Library – 315 E 14th Street
- c. County Office – 600 A Street

6.2 PUBLIC EDUCATION

- A. General. Contractor shall provide public education materials at least as often as provided below. Contractor's public education program shall focus on providing information to Customers to ensure that they understand: (i) the services that are provided under this Agreement, (ii) the proper method for placing materials in Containers for Collection and setting Containers out for Collection, (iii) materials prohibited from Collection such as

- Hazardous Waste, and (iv) information about other programs offered under this Agreement including but not limited to Low Income Discounts, Senior/Disabled Bulky Waste Collection and Assisted Service. Contractor shall allow the County a reasonable opportunity to review public education materials before printing, publication, distribution, and/or release. County shall have the right to request that Contractor include the County name, County logo, and/or community names on public education materials.
- B. Single-Family Premises: The following public education materials shall be distributed by direct mail to each Single-Family annually in January:
 - a. Collection Calendar Magnet
 - b. Single-Family Recycling Guide
 - C. Multi-Family Premises: The following public education materials shall be distributed to each Multi-Family Premises for distribution to each Multi-Family unit annually in January:
 - a. Apartment/Multi-Family Recycling Guide
 - D. Commercial Premises: The following public education materials shall be distributed to each Commercial Premises annually in January:
 - a. Commercial Recycling Guide which shall include all educational information required by SB1383 and AB341.
 - E. C&D Customers: The following public education materials shall be electronically distributed to each C&D customer prior to the delivery of C&D Containers:
 - a. C&D Recycling Guide outlining requirements set forth in CAL Green and Yolo County C&D Ordinance No. 1375, Chapter 16, Title 6.
 - F. New Customers: Contractor shall provide all new Single-Family Premises, Multi-Family Premises, Commercial Premises with the public education materials described above within seven (7) business days of a new account being opened. To ensure that each new customer is provided these educational materials, Contractor shall report to the County on a quarterly basis a list of all new customers added in the prior quarter with verification of that each account received these public education materials.
 - G. Website: Contractor shall develop and maintain a current website accessible to the public, with a page dedicated to Yolo County services provided by Contractor. The website shall include answers to frequently asked questions, rates for Collection services, listing and description of Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D Collection service schedules and maps and other related topics. The Contractor's website shall provide the public the ability to e-mail complaints to Contractor and request services or service changes. Contractor's website shall also promote reuse through the County owned Big Blue Recycling Barn Thrift Store. Contractor shall also maintain a Commercial section which outlines CalRecycle requirements under AB341, AB1826 and subsequent changes in such laws that may be of interest to Commercial customers.
 - H. During the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any of the educational materials developed exclusively pursuant to this Agreement without the express written permission of the Director or his/her Designee.

6.3 BILLING

- A. General. Contractor shall bill all Customers and be solely responsible for collecting billings at Rates set in accordance with this Agreement. The Contractor shall prepare,

mail, and collect bills for Collection services provided by Contractor. Each invoice shall specify the date by which the payment is due, to clearly identify when late charges may apply. Contractor shall make arrangements to allow its Customers to pay bills by cash, check and credit card. Contractor shall be solely responsible for collection of past due accounts.

- B. Records. Contractor shall maintain copies of all billing and receipts, each in chronological order, for three years following the date of preparation for inspection and verification by County at any reasonable time upon request.
- C. Delinquent Accounts / Interest. Customer accounts shall be considered delinquent if not paid in full within thirty (30) days of the invoice date. Contractor may charge Customers with delinquent accounts a quarterly fee of \$15.00 until all past-due amounts are paid. The quarterly late fee represents Contractor's administrative cost of collecting past due amounts from delinquent accounts. In no event shall the late fees exceed \$60 for each delinquent account.
- D. Bad Debt / Liens. Contractor shall be responsible for collection of payment from Customers with past due accounts ("bad debt") for a period of one (1) year from the invoice date. Contractor shall make reasonable efforts to obtain payment from delinquent accounts through issuance of late payment notices and telephone requests for payments, or assistance from collection agencies first.

In the event Contractor's efforts for a one (1) year period to collect monies due from a Customer do not result in payment and Contractor can demonstrate to the County that Contractor attempted to solicit monies due back from each delinquent account in writing at least four (4) times in written form and two (2) attempts by phone, if a phone number is available, the County shall take responsibility for recovering bad debt. Without limiting the permitted documentation, invoices that include notice of past due amounts shall constitute such documentation; provided; however, that the Contractor provides a final notice to the Customer that their account will be turned over to the County to initiate a lien process to collect past due amounts. The Contractor shall send a notice on behalf of the County to each delinquent account requesting payment for Collection services and stating that in the event payment is not promptly received the County will put a lien on the property. If payment is not received, County shall initiate and comply with the legal procedure to put a lien on the property. Within thirty (30) calendar days of the County's receipt of final payment for past due accounts, the County shall pay those sums annually to Contractor.

6.4 LOW INCOME DISCOUNT PROGRAM

Contractor shall provide a twenty percent (20%) discount to any Single-Family Customer household that has applied for Low Income assistance through County and County has authorized such subsidy. County shall establish objective eligibility criteria for the program and require participating households to submit documentation establishing their eligibility upon application and annually thereafter, which Contractor shall be permitted to review. Due to the nature of such

discount, Contractor shall maintain the confidentiality of any information provided by Customers applying for such programs. If the number of participating households exceeds five percent (5%) of Contractor's total Single-Family Customers under this Agreement, Maximum Rates shall be adjusted to compensate Contractor for the excess.

6.5 CUSTOMER SERVICE PROGRAM

- A. **General.** The Contractor shall establish and maintain a customer service office in the County where Customers may apply for service, make cash, check, and credit card payments, and make complaints. In addition, Contractor shall accept complaints and inquiries via telephone and electronically, with clear instructions on how to contact Contractor displayed on Contractor's website. Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of all complaints. Contractor shall record in a log all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. The Contractor shall retain this complaint log for the Term, and allow for its inspection and verification by County at any reasonable time upon request.
- B. **Response to Calls.** Contractor will use its best efforts to answer all incoming calls within five (5) rings during regular business hours. Any call "on-hold" will be placed in a queue and answered in the order in which it was received. Contractor shall have an automated answering machine to accept calls after hours.
- C. **Service Response.** County and Contractor agree that the protection of public health, safety, and well-being require that service complaints be acted on promptly.
 - a. **Missed Pick-Ups.** In the case of a complaint of a missed Collection, Contractor shall make the Collection on the date of the call if the call is received by 10:00 a.m. and before noon the following Collection day if the complaint is received after 10:00 a.m., except that (i) Contractor shall not be required to provide such a collection if the driver coded the Customer's address as a "no set out" on the Collection day in question, and (ii).if the Contractor can prove the Customer has had repeated occurrences of calling in missed pick-ups in the last year.
 - b. **Other Complaints.** Contractor will respond to all complaints from Customers, other than missed pick-ups, within forty-eight (48) hours of receiving complaint.

6.6 CONTAMINATION INSPECTION & REDUCTION PROGRAM

Contractor, through mechanical or manual inspection methods, shall monitor contaminants in randomly selected Containers along Single-Family, Multi-Family and Commercial Collection routes. Contractor shall, at minimum, inspect the contents of Containers (Solid Waste, Recyclable Materials, and Organics) for three (3) Single-Family, three (3) Multi-Family and three (3) Commercial Customers per quarter (total of 9 random selections per quarter, and 36 total annually) providing County a copy of assessment tags left on Customer Containers as a result of such inspections. As part of the assessment tag, Customer shall receive a pass or fail notice with reasons why they passed or reasons why the Container was not serviced with educational information about

how to correct the contamination issue. Should CalRecycle require more than 9 inspections per quarter, the County reserves the right to increase the number to 18 inspections per quarter at no additional cost.

6.7 ASSISTED SERVICE PROGRAM

Contractor shall provide Assisted Service to any disabled residents who has applied for Assisted Service through County and County has authorized such collection. County shall establish objective eligibility criteria for the program and require participating households to submit documentation establishing their eligibility upon application and annually thereafter, which Contractor shall be permitted to review. If service is granted, Contractor shall not charge for such additional services. Assisted Service means Contractor Collection drivers shall walk up and retrieve Solid Waste, Recyclables, and Organics Waste Collection Containers from in front of garage or fence line, roll Container to road, empty Container into Service vehicle, then roll Container back to its original location. This service is contingent on safe conditions for Contractor's equipment and employees.

ARTICLE 7. RECORD KEEPING, RETENTION AND REPORTING

7.1 RECORD KEEPING

Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, as the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Director.

7.2 RETENTION

Contractor 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 four (4) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later, after the term of the contract. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time, subject to reasonable confidentiality protections for Contractor's confidential information.

7.3 REPORTS

- A. **Reporting Submittal Requirements.** Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by County and such approval shall not be unreasonably withheld. The County may review and request changes to Contractor's report formats and content and Contractor shall not unreasonably deny such requests. The County reserves the right to require Contractor to provide additional reports or documents as the County reasonably determines to be required for the administration of this Agreement or compliance with Applicable Law. Contractor shall submit all reports to:

Waste Reduction & Recycling Manager
County of Yolo
44090 County Road 28H
Woodland, California 95776

Following the Commencement Date, reports may be submitted electronically.

- B. **Quarterly Report Content.** Quarterly reports shall present the information listed in this Section. Quarterly reports shall be due every April 30 (January-March); July 31 (April-June); October 31 (July-September); and January 31 (October-December)
- a. **Tonnage Collected.** Total Tonnage (for each completed month in the current Rate Period) Collected, Processed, and Disposed listed separately by material type (i.e., Solid Waste, Recyclable Materials, Yard Trimmings, and Organics) and service type (i.e., Single-Family Premises, and Commercial/Multi-Family Premises). In addition, total Tonnage (for each completed month in the current Rate Period) of C&D Collected, Processed, and Disposed through Roll-Off Services, and a tally of Bulky Waste collected by service address. For all Tonnage hauled to alternate disposal and recycling facilities on holidays, Contractor must provide a separate line item distinguishing these Tons.
 - b. **Account Information.** In table format, the number of Customers for all Service types (e.g., Single-Family Premises, Multi-Family Premises, Commercial Premises, Roll Off Services, etc.), including quarterly new customer information. For each Service type, provide detailed account information identifying which customers subscribe to organics and which do not. For Multi-Family and Commercial Customers, indicate which Customers appear (based on subscribed-for Container volume) to be required to subscribe to recyclables or organics service under AB 341 or AB 1826.
 - c. **Mixed Load Allocations.** Detailed calculations documenting the allocation of materials to the County for materials Collected in vehicles serving multiple jurisdictions as required by Section 5.8.
 - d. **Contamination and Inspection Reduction Reports.** Provide copies of all Contamination Inspections which covers including but not limited to type of Premises, inspection date, waste stream inspected, pass or fail status, types of materials found, etc.
- C. **Annual Report Content.** Annual reports shall present the information listed in this Section. Annual reports are due by March 15 for the prior calendar year, except in the year

2022 where an additional semi-annual report will be due on July 15th for the time frame of January 1, 2022-June 30, 2022.

- a. **Monthly Data.** All information required as part of the quarterly report pursuant to Section 7.3. B. in table format summarizing monthly data for Tonnage and Account Information for the previous calendar year.
 - b. **Summary Assessment.** Summary assessment of the overall Solid Waste, Recyclable Materials, Yard Trimming, Organics and C&D Diversion programs from Contractor's perspective, including but not limited to, (i) highlights of significant accomplishments, (ii) problems, and (iii) recommendations and plans to improve diversion rates in the coming year.
 - c. **Gross Receipts and Fees.** A statement of gross receipts and fee payments, showing quarterly Franchise Fees and other fee payments (required by Article 8) and a summary of corresponding monthly Gross Receipts.
 - d. **Education and Outreach.** Provide copies of all materials provided to customers.
- D. **Ownership of Documents and Work Products.** All professional and technical documents and information developed exclusively under this Agreement, and all work products (including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein) developed exclusively under this Agreement, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. In addition, basic customer and service data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

7.4 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.

ARTICLE 8. FRANCHISE FEES AND OTHER FEES

8.1 FRANCHISE FEE

Contractor shall pay Franchise Fees to the County each quarter equal to ten percent (10%) of Gross Receipts for Collection services for all lines of service provided in Exclusive Boundary Area #2.

8.2 ADJUSTMENT TO FEES

County may set other fees or adjust the fees established in this Article from time to time during the Term of this Agreement, provided such adjustments are included as a pass-through in the

adjustment of Maximum Service Rates Contractor is allowed to charge Customers, no later than the time Contractor is required to pay the other or adjusted fee. To ensure that such adjustments can be timely billed to Customers, County shall ensure that fee adjustments under this section, and related Maximum Service Rate adjustments, take effect only on January 1, April 1, July 1 or October 1, and are communicated to Contractor at least thirty (30) days before the effective date.

8.3 PAYMENT SCHEDULE AND LATE FEES

On or before April 30, July 31, October 31, January 31, following the quarter of service, during the Term of this Agreement, Contractor shall remit to County Franchise Fees and other fees as described in this Article. Such Fees shall be remitted to Yolo County via electronic transfer to the Integrated Waste Management Division's Sanitation Enterprise Fund. If such remittance is not paid to the County on or before the last day of any month, the outstanding balance shall be subject to a delinquency penalty of twenty percent (20%) which attaches on the first day of delinquency. For each month the payment remains delinquent, Contractor shall pay County interest of two percent (2%) of the remaining outstanding balance.

Each quarterly remittance to County shall be accompanied by a statement listing the amount of each fee paid; calculation of each fee; and statement of Gross Receipts, by service type (e.g., Single-Family Premises, Multi-Family Premises; Commercial Premises; Roll Off service), for the quarterly period collected from all operations conducted or permitted by this Agreement.

Contractor shall cooperate with County's audits of Contractor's payments of fees.

ARTICLE 9. CONTRACTOR'S COMPENSATION AND RATE SETTING

9.1 GENERAL

Contractor agrees to perform all services, responsibilities, and duties described in this Agreement in consideration of the sums paid to Contractor by Customers that subscribe to or contract for Contractor's services pursuant to Rates established in accordance with this Agreement.

Maximum Rates shall be established by the County at a level that is reasonably expected to generate sufficient Gross Receipts to provide Contractor full, entire and complete compensation for all labor, equipment, materials and supplies, taxes, insurance, bonds, overhead, operations, reasonable profit, County fees, and all other things necessary to perform all the services in the manner required by this Agreement. If Maximum Rates have been established for a given year in accordance with the preceding sentence, but the Contractor's actual Gross Receipts for that year do not generate the expected revenues, Contractor shall not be compensated for any shortfall.

9.2 RATES AND ANNUAL ADJUSTMENT

Maximum Service Rates for the first Rate Period (i.e., January 1, 2020 through December 31, 2020) are included as Exhibit B-RECOLOGY. The Rates are separated into two components: The Variable Component and the Disposal/Processing Component, with the exception that Rates for Recyclable Processing shall not include a Processing Component. Contractor may not charge additional fees above the Maximum Rates set, including but not limited to fuel surcharges, environmental fees, etc., unless otherwise specified in this Agreement. Contractor may charge any amount for a service provided that the charge does not exceed the Maximum Rate for that service set forth on Exhibit C. All references to Exhibit C shall be deemed to refer to Exhibit C as adjusted from time to time in accordance with this Agreement.

Rates shall be adjusted as follows:

- A. Annual CPI Change. The Variable Component shall be adjusted annually to reflect increases in the CPI, effective January 1st. For the purposes of this Section, "CPI" means the All Urban Consumers Price Index having the parameters set forth below, compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency. In the event such index is discontinued, it shall be replaced by the index that most closely replicates it. "Annual CPI Change" shall equal 100% of the average CPI value for the 12-month period ending September of the current Rate Period, minus the average CPI value for 12-month period ending September of the most recently completed Rate Period (or the 12-month period ending September 2019 when calculating Rate Period Two Rates), divided by the average CPI value for the 12-month period ending September of the most recently completed Rate Period (or the 12-month period ending September 2019 when calculating Rate Period Two Rates). The Annual CPI Change shall be rounded to the nearest thousandth.

The following parameters shall be used when obtaining the CPI data from the U.S. Department of Labor:

Area – U.S. City Average

Items – Water and Sewer and Trash Collection Services

Seasonality – Not Seasonally Adjusted

Periodicity – Monthly

Series Identification Number – CUUR0000SEHG

- B. Annual Disposal and Processing Site Fee Changes. For Solid Waste Rates, the Annual Disposal Fee Change shall equal the projected Disposal fee at the Approved Disposal Site for the coming Rate Period divided by the current Disposal fee at the Approved Disposal Site. For Recycling Rates, the Processing Component shall be zero and therefore no change shall be calculated. For Yard Trimming Rates, the Annual Processing Fee Change shall equal the projected Yard Trimmings Processing fee at the Approved Yard Trimmings Processing Site for the coming Rate Period divided by the current Processing fee at the Approved Yard Trimmings Processing Site. For Organics Rates, the Annual Processing Fee Change shall equal the projected Organics Processing fee at the Approved Organics Processing Site for the coming Rate Period divided by the current Processing

fee at the Approved Organics Processing Site. For C&D Rates, the Annual Processing Fee Change shall equal the projected C&D Processing fee at the Approved C&D Processing Site for the coming Rate Period divided by the current Processing fee at the Approved C&D Processing Site. County shall ensure that all adjustments to Disposal/Processing fees at the approved facilities indicated above occur (if at all) effective January 1. Notwithstanding any other provision of this Section 9.2, if a Disposal/Processing fee is adjusted at any other time, then, concurrently with such adjustment, Contractor may adjust all applicable Disposal/Processing Components by the same percentage, with commensurate adjustments to the affected Maximum Rates.

- C. Adjustment Process. Calculate adjusted Rates by following the steps below for each Rate:
- a. Multiply the current Variable Component of the Rate by one plus the Annual CPI Change to calculate the new Variable Component of each Rate for the coming Rate Period.
 - b. Multiply the current Disposal Component of the Rate by the Annual Disposal Fee Change (for Solid Waste Rates) to calculate the new Disposal Component for the coming Rate Period for Solid Waste Rates; or multiply the current Processing Component of the Rate by the Annual Yard Trimmings, Organics and C&D Processing Fee Change to calculate the new Processing Component for the coming Rate Period.
 - c. The Rate for the coming Rate Period equals the sum of the new Variable Component and new Disposal or Processing Component. Rates shall be rounded to the nearest cent.

For example, the Rate adjustment calculation to set the Single-Family 64 or 65-gallon Solid Waste Rate for Rate Period Two (i.e. effective January 1, 2021 through December 31, 2021) would be conducted as follows (using hypothetical values for the Rate and CPI figures):

Assumptions:

- Average CPI value for 12-month period ending September 2020 is 210.1
- Average CPI value for 12-month period ending September 2019 is 207.4
- Current (2019) Single-Family 64-gallon Solid Waste Rate is \$10.00 per month, which consists of an \$8.00 Variable Component and \$2.00 Disposal Component
- Current (2019) Disposal Fee = \$25.00 per Ton
- Projected Disposal Fee for the coming Rate Period (2020) = \$26.00 per Ton

Calculations:

$$\text{Annual CPI Change} = 1.0 \times (\text{Average CPI value for 12-month period})$$

		ending September 2020 – Average CPI value for 12-month period ending September 2019) / Average CPI value for 12-month period ending September 2019)
	=	1.0 x (210.1 – 207.4)/207.4
	=	0.013
Annual Disposal Fee Change	=	Projected Disposal fee for the coming Rate Period / Current Disposal fee
	=	\$26.00 / \$25.00
	=	1.04
Adjusted Rate for 2019	=	[\$8.00 x (1+0.013)] + [\$2.00 x 1.04]
	=	\$10.18

9.3 EXTRAORDINARY RATE ADJUSTMENTS

If an extraordinary event occurs outside the Contractor’s control or a Change in Law occurs, the Contractor may petition the County for an adjustment to Maximum Rates in excess of the annual adjustment described in Section 9.2 or for an adjustment to be effective during the calendar year (rather than on January 1 when the annual Rate adjustment occurs).

In the event of an application for an extraordinary Rate increase, it is understood that the Contractor shall have the burden of demonstrating to the reasonable satisfaction of the County Board of Supervisors that the failure of the County to adjust Maximum Rates will result in the Contractor’s financial loss or, if claimed by Contractor, failure to achieve reasonable profitability from Collection operations in the unincorporated area of the County due to a Change in Law or extraordinary circumstances beyond Contractor’s control. If Contractor meets its burden, then Maximum Rates shall be adjusted to a level consistent with the second sentence of Section 9.1. To meet this burden, Contractor will at a minimum allow County to review relevant financial statements and supporting documentation. Reasonable profit/profitability shall be determined by applying an operating ratio of 0.88 to the reasonable and necessary costs of providing services hereunder, net of Franchise Fees.

Contractor shall prepare an application for the extraordinary Rate increase for the County’s review, shall provide all information reasonably requested by the County, and shall pay all costs incurred by the County in order to make a determination of the reasonableness of the requested Rate adjustment. If an extraordinary Rate increase is approved, such costs shall be recoverable by Contractor on a pass-through basis as part of the adjustment. The application shall clearly document the reason for the proposed adjustment, include calculation of the proposed Maximum Rate adjustments, and provide supporting documentation. County shall use best efforts to complete its review of Contractor’s application and have the matter heard by the Board of Supervisors within six (6) months after Contractor submits its application.

If a Maximum Service Rate adjustment under this Section 9.3 alone would exceed five percent (5%), then, instead of implementing the entire adjustment all at once, the County may opt to spread the adjustment over multiple years, provided that (i) the multiple adjustments, taken together, have the same net effect to Contractor as if the entire adjustment were implemented all at once, and (ii) each of the multiple annual adjustments is at least five percent (5%) (or, if less, the percentage required to generate the amounts required by this Section 9.3). County and Contractor shall cooperate in good faith to determine a mutually agreeable adjustment schedule. The final decision as to whether an adjustment shall be implemented all at once, or spread over multiple years in accordance with this section, shall rest with the Board of Supervisors. This paragraph (and the rest of this Section 9.3) shall not be deemed to limit or delay any other adjustment to Maximum Service Rates required under this Agreement.

ARTICLE 10. INDEMNITY, INSURANCE, AND PERFORMANCE BOND

10.1 INDEMNIFICATION

- A. General. To the extent allowed by law, Contractor shall indemnify, defend with counsel acceptable to the County, and hold harmless the County and its Board of Supervisors, officers, officials, employees, volunteers, and agents from and against any and all claims, liability, loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation, including attorneys' and expert witness fees) (Collectively, "Damages") of every nature arising out of Contractor's performance under this Agreement, or its failure to comply with any of its obligations contained in the Agreement, except to the extent such loss or damage which was caused by the negligence or willful misconduct of the County. Contractor and/or Subcontractor's responsibility 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.

To the extent Contractor utilizes subcontractors, each subcontractor shall agree to be bound to the Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under this Agreement, to the extent they apply to the scope of the subcontractor's work. Each subcontractor shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any sub-subcontract to the extent they apply to the scope of the sub-subcontractor's work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

- B. Hazardous Materials. Contractor acknowledges that it is responsible for its compliance during the entire Term of this Agreement with all Federal, State, and local laws, rules, and regulations relating to the emission into the air, discharge onto lands and ground and surface waters, storage, use, and disposal of Hazardous Waste, and all other Applicable Laws. Contractor shall not store, transport, use, or dispose of any Hazardous Materials except in strict compliance with all Applicable Laws.

In the event that Contractor negligently or willfully mishandles Hazardous Substances in the course of carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take all investigatory and/or remedial action reasonably required for the remediation of such harm to the environment. Prior to undertaking any investigatory or remedial action, however, Contractor shall first obtain the County's approval of any proposed investigatory or remedial action, except if the situation is an emergency and obtaining County's approval would not be practical, in which case Contractor shall inform County of all investigatory or remedial action taken within 24 hours of the incident. Should Contractor fail at any time to promptly take such action, the County may undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse the County for all such expenses within thirty (30) calendar days of being billed for those expenses, and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed delinquent. These obligations are in addition to any defense and indemnity obligations that Contractor may have under this Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

Notwithstanding the foregoing, Contractor's obligations under this Section 10.1 shall not extend to any claims arising from the Disposal of Solid Waste at the Approved Disposal Site (or from the Processing of Yard Trimmings, Organics or C&D at the sites herein designated for that purpose), including, but not limited to, claims arising under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), unless such claims are a direct result of Contractor's negligence or willful misconduct.

- C. Environmental Indemnity. Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, penalties, damages, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the willful misconduct of Contractor in handling Hazardous Waste.
- D. Related to the Act. Contractor's duty to defend and indemnify herein includes all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of the Act are not met by the Contractor with respect to the waste streams Collected under this Agreement, and such failure is (i) due to failure of Contractor to meet its obligations under this Agreement, or (ii) due to Contractor delays in providing information that prevents Contractor or County from submitting reports required by the Act in a timely manner.

- E. Proposition 218. Should there be a Change in Law or a new judicial interpretation of Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution (commonly Proposition 218), which impacts the collection of Rates for the Collection services established in accordance with this Agreement, Contractor agrees to meet and confer with County to discuss the impact of such Change in Law on either Party's ability to perform under this Agreement.

Should a court of competent jurisdiction disallow the incorporation of certain costs to Contractor into the Rates charged or the Maximum Rates established pursuant to this Agreement, then Contractor shall reduce its Rates so as to comply with the Court's ruling. To the extent the disallowed costs were Franchise Fees or other fees payable by Contractor to County, Contractor shall be relieved from the obligation to pay such fees, and Maximum Service Rates shall be adjusted accordingly. To the extent the disallowed costs relate to the cost of providing services hereunder, Contractor's obligations hereunder shall be reduced (in a manner mutually agreed by County and Contractor) so that they are commensurate with the Rates that Contractor can legally charge.

Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the Rates established for services provided under this Agreement; rather this Section is provided merely to allocate risk of an adverse judicial interpretation between the Parties.

- F. The provisions (i.e. Section 10.1) will survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by County to contribution or indemnity from third parties.

10.2 INSURANCE

- A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.
1. Minimum Coverages. Insurance coverage shall be with limits not less than the following:
 - a. **Commercial General Liability** – \$1,000,000/occurrence and \$2,000,000/aggregate
 - b. **Automobile Liability** – \$1,000,000/occurrence combined single limit (include coverage for Hired and Non-owned vehicles)
 - c. **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.

a. The Additional Insured coverage under the Contractor'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 Contractor changes insurance carriers Contractor 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 Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager, not to be unreasonably withheld. 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 has been given to the Director).

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 Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor'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 Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

- G. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County 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, Contractor shall make available to County complete copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
- H. During the term of this Agreement, Contractor 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. Yolo County reserves the right to review 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.
- I. Contractor 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 Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. Contractor 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 Contractor will provide proof of compliance to the County of Yolo.
- J. Contractor 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 Contractor 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 Contractor.

10.3 WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

10.4 PERFORMANCE BOND

On or before the Effective Date of this Agreement, Contractor shall file with the County a bond, payable to the County, securing the Contractor's faithful performance of its obligations under this Agreement and such bond shall be renewed annually if necessary so that the performance bond is maintained at all times during the Term. The principal sum of the bond shall be \$75,000. The bond shall be executed by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the County. The performance bond is included as Exhibit E-RECOLOGY.

During the review of the annual report process, County shall evaluate the Customer satisfaction level and Customer complaint records; the timeliness of Contractor's Franchise Fee payments, evidence of insurance; violations or notices from regulatory agencies; and any event of default (defined in Section 11.1) that have occurred. If such evaluation raises concerns, County reserves the right to modify the performance bond requirements from time to time during the Term to provide reasonable protection to the County.

ARTICLE 11. DEFAULT AND REMEDIES

11.1 EVENTS OF DEFAULT

Each of the following shall constitute an event of default ("Event of Default") hereunder:

- A. Contractor fails to perform its obligation under this Agreement, or future amendment to this Agreement, and: (1) if the failure or refusal has created an imminent threat to public health and is not cured within five (5) business days after receiving notice from the

County specifying the breach; or (ii) in the case of any other breach of the Agreement, the breach continues for more than thirty (30) calendar days after written notice from the County for the correction thereof. Where such breach cannot be cured with such five (5) day or thirty (30) day period, Contractor shall not be in default of this Agreement and no Event of Default shall have occurred if Contractor shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and it continues such performance diligently until completed.

- B. Any representation, warranty, or disclosure made to County by Contractor in connection with or as an inducement to entering into the Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation, warranty, or disclosure appears as part of this Agreement;
- C. There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Contractor, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to substantially impair Contractor's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within 48 hours excluding weekends and Holidays;
- D. Contractor files a voluntary petition for debt relief under any applicable bankruptcy, insolvency or other similar law;
- E. An involuntary petition is brought against Contractor under any bankruptcy, insolvency, or similar law, which remains undismissed or unstayed for ninety (90) days;
- F. Contractor fails to provide reasonable assurances of performance as required under Section 11.7; or
- G. County's failure to prohibit one or more other Persons from providing Collection services in violation of Contractor's exclusive rights as described in this Agreement; provided however that the County has thirty (30) calendar days to remedy such an event of default from the date Contractor notifies the County that another Person is collecting Solid Waste, Recyclable Materials, Yard Trimmings and/or Organics in violation of Contractor's exclusive rights.
- H. County's failure to adjust Maximum Rates as required by this Agreement, provided however that the County has thirty (30) calendar days to remedy such an event of default from the date Contractor notifies the County of the same.

11.2 RIGHT TO TERMINATE

- A. Upon an Event of Default by Contractor, the County may terminate this Agreement within ten (10) calendar days of the Event of Default but no later than 180 calendar days after the Event of Default is identified through reasonable diligence. Such termination

- shall be effective immediately upon the County's written notice to Contractor and such termination shall be effective without the need for any hearing, suit, or legal action.
- B. Upon an Event of Default by the County, Contractor may terminate this Agreement within ten (10) calendar days of the end of the 30-day remedy period following a County Event of Default but no later than 180 calendar days after the end of such period. Such termination shall be effective immediately upon the Contractor's written notice to County, and such termination shall be effective without the need for any hearing, suit, or legal action.
 - C. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents prepared exclusively under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, photographs, and reports prepared exclusively under this Agreement by Contractor for County shall become the sole and exclusive property of Yolo County, and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement.

11.3 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an Event of Default, the Contractor shall furnish the County with a list of Contractor's Customers and billing of accounts for Collection services subject to this Agreement.

11.4 COUNTY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The County's rights to terminate this Agreement under Section 11.2 and to take possession of the Contractor's records under Section 11.3 are not exclusive, and the County's termination of the Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies which the County may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, the lead time required to effect alternative service, and the rights granted by County to the Contractor, the Parties agree that the remedy of damages for a breach hereof by Contractor is inadequate and County shall be entitled to injunctive relief (including but not limited to specific performance).

11.5 LIQUIDATED DAMAGES

In the event that Contractor fails to perform fully any of the Contractor's obligations under this Agreement, other than due to an uncontrollable circumstance, the Contractor shall be in breach of this Agreement. Rather than terminate the Agreement, the County may elect to assess, and Contractor agrees to pay, liquidated damages for each item described below. Liquidated

damages will only be assessed after Contractor has been given the opportunity but failed to rectify, in a timely manner, the breach as described in this Agreement. Prior to assessing liquidated damages, the County shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review and present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance within ten (10) business days if it is refuting the claim for damages. Upon delivery of written notice to the Contractor, the County may impose liquidated damages upon the Contractor, in addition to any other available remedies the County may have under the terms of this Agreement, in the following amounts:

LIQUIDATED DAMAGES	
<u>Item</u>	<u>Amount</u>
COLLECTION RELIABILITY AND QUALITY	
1	Start New Customer. For each failure to commence service to a new customer within seven (7) calendar days after order received. \$ 100.00
2	Collection of Missed Pick-Ups. For each failure to Collect Solid Waste, Recyclable Materials, Yard Trimmings, Organics and/or C&D, which has been properly set out for collection from an established customer account on the scheduled collection day and not collected by the end of the next business day as long as it was not as a result of the customers' negligence. \$ 100.00
3	Uniforms. Failure to have Contractor personnel in proper uniform. (Damages are per incident over 4 in a calendar year) \$ 100.00
4	Unauthorized Collection Hours. For each occurrence over five (5) failures during Rate Period of Collecting Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D during unauthorized hours. \$ 250.00
5	Discourteous Behavior. For each verified complaint over twelve (12) complaints during Rate Period of discourteous behavior by collection vehicle personnel, customer service personnel, or other employees of Contractor. \$ 250.00
6	Single-Family Premises Route Changes. Changing SFD route days without providing County and Customers 30 days notification. \$ 500.00
CUSTOMER SERVICE AND PUBLIC EDUCATION	
7	Respond to Complaint or Service Request. For each failure to inform Customer, within two (2) Business Days of receipt of the complaint or service request, of the action (if any) Contractor will take to remedy a complaint or to respond to a service request. \$ 150.00
8	Resolve Complaint or Service Request. For each failure to attempt to resolve or remedy a complaint or Service Request within five (5) Business Days of receipt of complaint or Service Request with the exception of missed pick-ups which are addressed in number two above. \$ 150.00
9	New Start Packet. For each failure to mail out "New Start Packet" to a new Single-Family, Multi-Family or Commercial customer within seven (7) calendar days after order received. (Per incident over 4 in a calendar year) \$ 150.00
VEHICLE AND CONTAINER REQUIREMENTS	

10	Container Repair. Failure to repair or replace damaged Containers within the time required by this Agreement.	\$ 100.00
11	Weight Limits. Exceeding the weight limits as set forth in the State of California Vehicle Code. (Damages are per incident over 24 in a calendar year)	\$ 250.00
12	Vehicle Maintenance. Failure to maintain Collection vehicles in a clean, safe and sanitary manner where documentation can show that a claim for repair was submitted but corrective action was not taken to remove the vehicle from service or complete such repairs within the timelines set forth in this agreement. (Damages are per incident over 4 in a calendar year)	\$ 250.00
13	Property Damage. For each occurrence of damage to public or private property due to negligence where Contractor fails to remedy or provide follow up to customer on timeline of remedy. (Damages are per incident per day if no remedy or follow up has been provided)	\$ 500.00
14	Spill or Leakage. For each spill or leakage of oil, hydraulic fluid, coolant, solid waste, recyclable materials, yard trimmings, organics or C&D debris which causes a stain, pool or puddle of liquid waste or significant litter of solid waste which is not promptly cleaned up by the end of the business day that Contractor has knowledge of the incident. (Damages are per incident per day)	\$ 1,000.00
REPORTING AND STATE DIVERSION COMPLIANCE		
15	Quarterly Reports. Failure to submit all elements of the quarterly reports in the timeframe specified in this Agreement. (Damages are per day report is overdue)	\$ 100.00
16	Annual Reports. Failure to submit all elements of the annual reports in the timeframe specified in this Agreement. (Damages are per day report is overdue)	\$ 100.00
17	Commingling of Materials. Commingling of materials Collected inside and outside the County without providing jurisdictional split calculations to County. (Damages are per incident)	\$ 250.00
18	Disposal of Recyclable Materials. Disposal of Recyclable Materials or Organic Materials at the Approved Disposal Facility without first obtaining required permission of the County.(Damages are per incident)	\$ 1,000.00

Contractor shall pay any Liquidated Damages assessed by County within ten (10) calendar days of the date the Liquidated Damages are assessed. If they are not paid within the 10-day period, County may proceed against the performance bond required by the Agreement, or use the breach (i.e. the nonpayment) as the basis for declaring an event of default under Section 11.1.

11.6 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 Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor 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 Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor 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, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's or Board of Supervisors' decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

11.7 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages if they are prevented from so performing by reason of floods, earthquakes, other acts of nature, war, civil insurrection, riots, labor unrest, acts of any third party government (including judicial action), and other events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Contractor's employees or directed at Contractor is not an excuse from performance. In the event of labor unrest, Contractor shall submit a written plan to the County within 48 hours of the labor unrest describing the Contractor's plan to be obligated to continue to provide service notwithstanding the occurrence of any or all of such events explaining how Collection services shall be modified or adjusted in terms of Collection hours, Collection days, staffing, etc.

In the case of labor unrest of job action directed at a third party over whom Contractor has no control, the inability of Contractor to provide services in accordance with this Agreement due to the unwillingness or failure of the third party to (i) provide reasonable assurance of the safety of Contractor's employees while providing such services, or (ii) make reasonable accommodations with respect to Container placement and point of Delivery, time of Collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make Collections shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on Contractor's cooperation in performing Collection services at different times and in different locations.

The Party claiming excuse from performance shall, within five (5) calendar days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section.

If either Party validly exercises its rights under this Section, the other Party hereby waives any claim against the exercising Party for any damages sustained thereby.

The partial or complete interruption or discontinuance of Contractor's services caused by one or more of the events described in this Section shall not constitute a default by Contractor under this Agreement, nor should a default occur if the County temporarily obtains from a third party services similar to those Contractor cannot perform. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in

this Section for a period of 30 calendar days or more, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) calendar days' notice to Contractor, in which case the provisions of Section 11.3 shall apply.

11.8 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

The Parties acknowledge that it is of the utmost importance to the County and the health and safety of all those members of the public residing or doing business within the County who will be adversely affected by interrupted waste management service, that there be no material interruption in Contractor's waste management services it provides to the County and its residents and businesses. If Contractor (i) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerned job action; (ii) appears in the reasonable judgement of County to be unable to regularly pay its bills as they become due; or (iii) is the subject of a civil or criminal judgment or order entered by a Federal, State, regional or local agency for violation of an Applicable Law, and the County believes in good faith that Contractor's ability to perform under the Agreement has thereby been placed in substantial jeopardy, the County may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as the County believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Agreement. If Contractor fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by County, such failures or refusal shall be an event of default for purposes of Section 11.1.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

The Contractor represents and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

Contractor understands that the County is relying upon these representations in entering into this Agreement.

12.1 CORPORATE STATUS

Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of California. It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

12.2 CORPORATE AUTHORIZATION

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have authority to do so. This Agreement constitutes the legal, valid, and binding obligation of the Contractor.

12.3 AGREEMENT WILL NOT CAUSE BREACH

To the best of Contractor's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to Contractor; or (ii) any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any Agreement or instrument to which Contractor is a party of by which Contractor or any of its properties or assets are bound, or constitutes a default hereunder.

12.4 NO LITIGATION

To the best of Contractor's knowledge after reasonable investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board agency, or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect the performance by Contractor of its obligations hereunder;
- B. Adversely affect the validity or enforceability of this Agreement; or,
- C. Have a material adverse effect on the financial condition of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

12.5 NO ADVERSE JUDICIAL DECISIONS

To the best of Contractor's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

12.6 NO LEGAL PROHIBITION

To the best of Contractor's knowledge after reasonable investigation, there is no Applicable Law in effect on the date Contractor signed this Agreement that would prohibit the Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.

12.7 ABILITY TO PERFORM

Contractor possesses the business, professional, and technical expertise to Collect, Transport, and/or Process the Solid Waste, Recyclable Materials, Yard Trimmings, Organics, and C&D generated in the unincorporated area of the County. Contractor possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

12.8 CONFLICT OF INTEREST

A. Contractor 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. Contractor 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 Contractor's obligations and responsibilities hereunder. Contractor 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 Contractor completes performance of the services required of it under this Agreement.

C. Contractor 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, Contractor will immediately inform the County and provide all information needed for resolution of the question.

12.9 NON DISCRIMINATION

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following, when done on the basis of such distinctions: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied

any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services. It is understood and agreed that the Assisted Service Program does not constitute discrimination under this section

**ARTICLE 13.
OTHER AGREEMENTS OF THE PARTIES**

13.1 RELATIONSHIP OF PARTIES

- A. The Parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by County and neither as an officer nor employee of the County, nor as a partner or agent of, or joint venture with, the County. No employee or agent of Contractor shall be, or shall be deemed to be, an employee or agent of the County. No employee, agent or volunteer of County shall be, or shall be deemed to be, an employee or agent of Contractor. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste, Recyclable Materials, Yard Trimmings, Organics and C&D Collection, Transportation and Recyclable Materials Processing services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and agents. Neither Contractor or its officers, employees, Subcontractors and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to County employees by virtue of their employment with the County.
- B. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
- C. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.
- D. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

13.2 COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, 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 deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13.3 COMPLIANCE WITH LAW

A. In the performance of the services required by this Agreement, Contractor 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. Contractor waives any removal rights it might have under State or Federal law.

13.4 GOVERNING LAW

This Agreement shall be governed by, and construed and enforces in accordance with, the laws of the State of California.

13.5 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Yolo County in the State of California, which shall have exclusive jurisdiction over such lawsuits.

With respect to venue, the Parties agree that this Agreement is made in and will be performed in Yolo County.

13.6 BINDING ON SUCCESSORS

The provisions of this Agreement shall inure to the benefit to and be binding on the successors and permitted assigns of the Parties.

13.7 ASSIGNMENT

Neither Party shall assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other Party. Any such assignment made without the consent of the other Party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this Section, "assignment" shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of 50% or more of the outstanding stock of Contractor; (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling Agreement, escrow arrangement, liquidation or other transaction to which Contractor or any of its shareholders is a party which results in a change of ownership or control of 50% or more of the value or voting rights in the stock of Contractor; and (iv) any combination of the foregoing (whether or not in related, contemporaneous or sequential transactions) which has the effect of any such transfer or change of ownership and/or control of Contractor. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment. Assignment may exclude a change in ownership of Contractor's assets or stocks which occurs for interfamilial planning purposes only and does not involve a change in the management of the Agreement or services performed hereunder.

Contractor shall pay a transfer fee (1% of most recent gross billings) and shall pay for the time and costs of County staff and/or consultants reviewing the application for assignment.

13.8 NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

13.9 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.

13.10 NOTICE PROCEDURES

- A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Recology Davis
 Attn: General Manager
 2727 2nd Street
 Davis, California 95618

County: Yolo County Division of Integrated Waste Management
 Attn: Division Director
 44090 County Road 28 H
 Woodland, California 95776

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: (530) 758-5270

County: (530) 666-8853

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

13.11 AUTHORIZED REPRESENTATIVES

References in this Agreement to the "County" shall mean, depending on the context, the County of Yolo or the County Board of Supervisors and all actions to be taken by the County shall be taken by the County Board of Supervisors except as provided below. The County Board of Supervisors may delegate, in writing, authority to the County Administrator, the Director, and/or to other County officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers or staff. County shall provide copy of such delegation in writing to Contractor within five (5) business days of delegation. The Contractor may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them. In no event shall the failure to provide notice of delegation nullify any action taken by a delegated officer.

The Contractor shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Contractor in all matters related to the Agreement and shall inform the County in writing of such designation and of any limitations upon his or her authority

to bind the Contractor. The County may rely upon action taken by such designated representative as action of the Contractor unless they are outside the scope of the authority delegated to him/her by the Contractor as communicated to County.

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

ARTICLE 14. MISCELLANEOUS AGREEMENTS

14.1 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor 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.

14.2 SECTION HEADINGS

The article headings and section headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.

14.3 REFERENCE TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided herein.

14.4 AMENDMENTS

This Agreement may be amended only by written instrument signed by the County and Contractor.

14.5 SEVERABILITY

If any non-material provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement, which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

14.6 EXHIBITS

Each of the Exhibits identified as Exhibit "A-RECOLOGY" through "E-RECOLOGY" is attached hereto and incorporated herein and made a part hereof by this reference.


The complete contract shall include the following Exhibits attached hereto and incorporated herein:

- Exhibit A – Exclusive Boundary Area #2 (Rural Davis)
- Exhibit B – Maximum Service Rates
- Exhibit C – Disposal Fees
- Exhibit D – Willowbank Area
- Exhibit E – Performance Bond

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

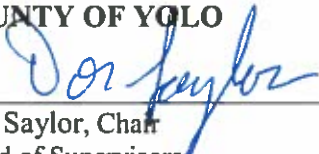
CONTRACTOR


By 
 Michael J. Sangiacomo
 President & CEO
 Recology Davis

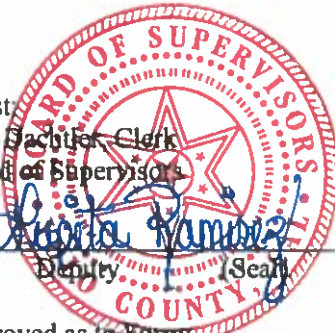
Recology
 Reviewed by:


 Legal

COUNTY OF YOLO

By 
 Don Saylor, Chair
 Board of Supervisors

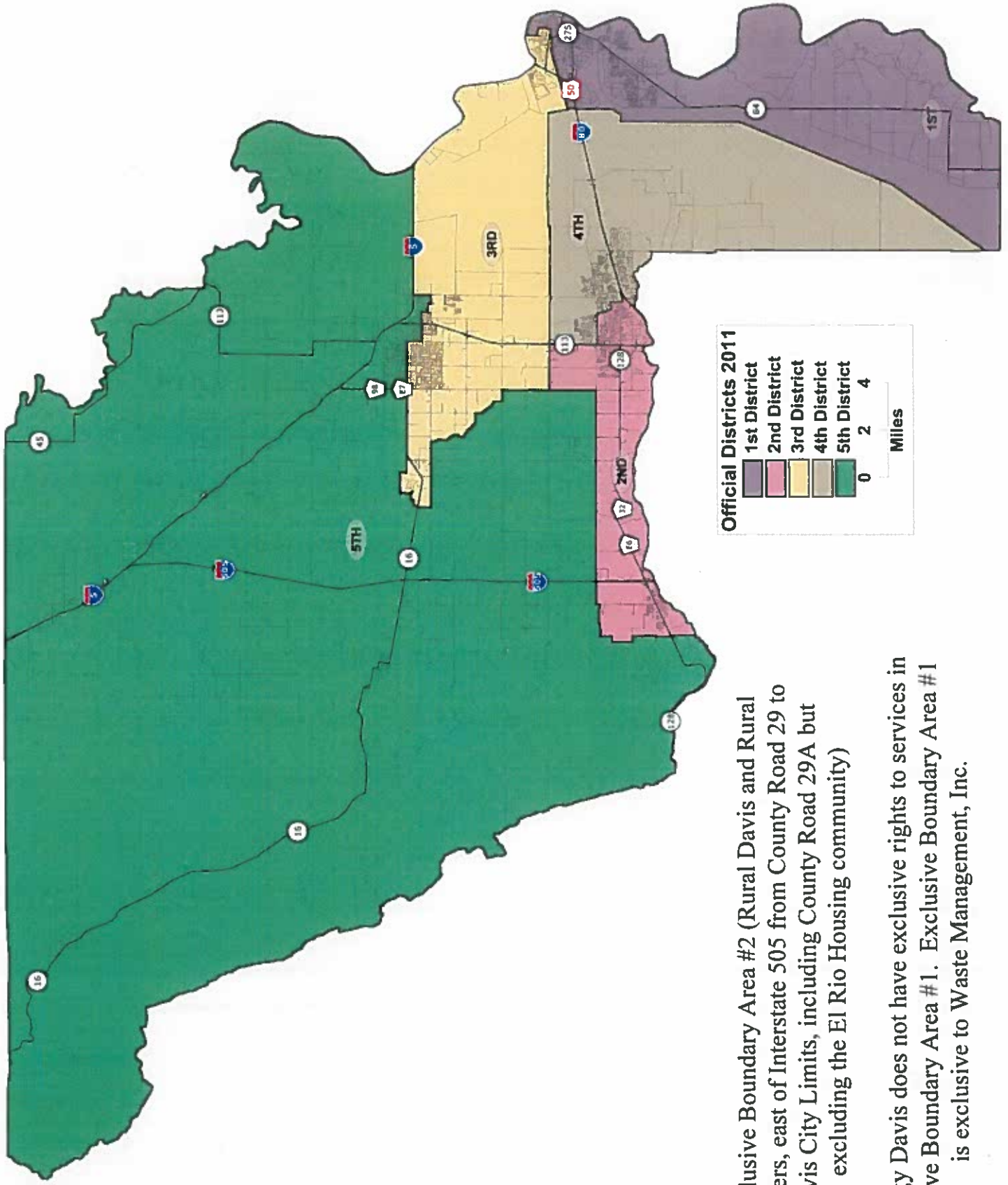
Attest:
 Julie Sachler, Clerk
 Board of Supervisors
 By 
 Deputy Secretary



Approved as to Form
 Philip Pogledich, County Counsel

By 
 Eric May, Senior Deputy

Exhibit A



Exclusive Boundary Area #2 (Rural Davis and Rural Winters, east of Interstate 505 from County Road 29 to Davis City Limits, including County Road 29A but excluding the El Rio Housing community)

Recology Davis does not have exclusive rights to services in Exclusive Boundary Area #1. Exclusive Boundary Area #1 is exclusive to Waste Management, Inc.

Exhibit B

RECOLOGY - DAVIS PROPOSED RATES FOR MANDATORY SERVICE ALL AREAS

Effective January 1, 2020
(PER MONTH)

	EXCLUSIVE SINGLE - FAMILY COLLECTION AREA			
	EL MACERO	WILLOWBANK**	RURAL DAVIS	RURAL YOLO
SOLID WASTE COLLECTION				
95 GALLON CART	16.39	16.39	16.39	16.39
65 GALLON CART	15.15	15.15	15.15	15.15
35 GALLON CART	14.78	14.78	14.78	14.78
ADDITIONAL 95 GALLON CART	15.44	15.44	15.44	15.44
ORGANICS COLLECTION				
95 GALLON CART	16.96	0***	16.96	16.96
LOOSE PILES	N/A	SEE OPTIONS	N/A	N/A
ADDITIONAL ORGANICS CART	6.86	6.86	6.86	6.86
RECYCLING COLLECTION				
64 GALLON CART	9.34	9.34	9.34	9.34

GARBAGE, RECYCLING ORGANICS CART COLLECTION IS REQUIRED IN ALL SERVICE AREAS
** YARD TRIMMINGS LOOSE COLLECTION AVAILABLE ONLY IN WILLOWBANK AREA (Willowbank customers must subscribe to garbage, recycling, organics and loose yard trimmings services at their respective rates)

WILLOWBANK LOOSE PILE OPTIONS (cost per month)

Once per month (12 Weeks per Year) Loose Piles	\$	30.07 *
Every other week (26 Weeks per Year) Loose Piles	\$	57.95 *

* Rate is in addition to garbage, recycling and organics rates listed above
The Willowbank community must chose only one of the above options for all households and subscribe to Organic Cart Service.

***Willowbank Organics Cart future pricing.

Year beginning 1-1-2020 through 12-31-2020	\$	-
Year beginning 1-1-2021 through 12-31-2021	\$	5.60 plus CPI & Landfill adjustments
Year beginning 1-1-2022 through 12-31-2022	\$	11.19 plus CPI & Landfill adjustments
Year beginning 1-1-2023 through 12-31-2023	\$	16.96 plus CPI & Landfill adjustments

MAXIMUM RATES FOR SPECIAL PICKUP MULTI-FAMILY & COMMERCIAL CUSTOMERS

SPECIAL PICK UP 95 GALLON CART @ CURBSIDE	(Maximum Charge)	65.00
SPECIAL PICK UP REFRIGERATOR @ CURBSIDE	(Maximum Charge)	65.00
SPECIAL PICK UP APPLIANCE @ CURBSIDE	(Maximum Charge)	65.00
SPECIAL PICK UP 2 YARD BIN	(Maximum Charge)	87.06
SPECIAL PICK UP 4 YARD BIN	(Maximum Charge)	167.51
95 GALLON CART COMMERCIAL	(Maximum Charge)	83.61
ADDITIONAL 95 GALLON CART COMMERCIAL	(Maximum Charge)	29.31
1 YARD ONCE PER WEEK	(Maximum Charge)	139.56
2 YARD ONCE PER WEEK	(Maximum Charge)	198.33
2 YARD TWICE PER WEEK	(Maximum Charge)	352.95
2 YARD THREE TIMES PER WEEK	(Maximum Charge)	527.44
2 YARD FOUR TIMES PER WEEK	(Maximum Charge)	705.90
2 YARD FIVE TIMES PER WEEK	(Maximum Charge)	885.71
3 YARD ONCE PER WEEK	(Maximum Charge)	267.67
4 YARD ONCE PER WEEK	(Maximum Charge)	347.66
4 YARD TWICE PER WEEK	(Maximum Charge)	656.88
4 YARD THREE TIMES PER WEEK	(Maximum Charge)	1,000.58
6 YARD ONCE PER WEEK	(Maximum Charge)	506.24
6 YARD TWICE PER WEEK	(Maximum Charge)	986.01
6 YARD THREE TIMES PER WEEK	(Maximum Charge)	1,482.99
2 YD CONSTRUCTION BIN	(Maximum Charge)	141.37
4 YD CONSTRUCTION BIN	(Maximum Charge)	151.60
10 YD CONSTRUCTION BIN	(Maximum Charge)	284.81
20 YD CONSTRUCTION BIN	(Maximum Charge)	284.81
30 YD CONSTRUCTION BIN	(Maximum Charge)	397.41
40 YD CONSTRUCTION BIN	(Maximum Charge)	491.46
95 GALLON CART COMMERCIAL RECYCLING	(Maximum Charge)	78.63
95 GALLON CART COMMERCIAL RECYCLING (ADDITIONAL CART)	(Maximum Charge)	24.33
95 GALLON CART COMMERCIAL ORGANICS	(Maximum Charge)	84.75
95 GALLON CART COMMERCIAL ORGANICS (ADDITIONAL CART)	(Maximum Charge)	30.45
65 GALLON CART COMMERCIAL ORGANICS (FOOD)	(Maximum Charge)	91.93
65 GALLON CART COMMERCIAL ORGANICS (FOOD ADDITIONAL CART)	(Maximum Charge)	37.63
1 YARD ONCE PER WEEK - CARDBOARD	(Maximum Charge)	124.47
2 YARD ONCE PER WEEK - CARDBOARD	(Maximum Charge)	168.15

Exhibit C

YOLO COUNTY CENTRAL LANDFILL STANDARD FEE SCHEDULE

44090 County Road 28H, Woodland, CA 95776

(530) 666-8729 Phone - (530) 666-8853 Fax - www.yolocounty.org

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

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

STANDARD FEES:	*Municipal Solid Waste	Clean Green Waste	Mixed soil/Inerts and Sod	Business Generated E-Waste	Pressure Treated Wood
Per ton rate - minimum fee applies ¹	\$62.50/Ton	\$56.00/Ton ²	\$15.00/Ton	\$265/Ton	\$135/Ton
Garbage can, 60 gallon, max 2 cans	\$5 each	\$3 each	NA	\$20 each	\$5 each
Autos	\$8 each	\$5 each	\$5 each	\$65 each	\$20 each
Mini-pickups and mini-vans ³	\$15 each	\$12 each	\$9 each	\$150 each	\$35 each
Full-size pickups, full-size vans and small trailers ³	\$22 each	\$18 each	\$17 each	\$225 each	\$60 each
Oversized loads ⁴	NA	NA	\$28 each	NA	NA

BULKY WASTES:

Styrofoam or similar low density materials	\$405.00 Per Ton
Household furnishings, hot tubs (whole), stumps, etc.	\$125.00 Per Ton
Single item sofas, chairs, etc. ⁵	\$6.00 each

TIRES⁶:

Auto tires ⁷	\$3.50 each
Truck tires ⁷	\$6.00 each
Oversize tires < 60"OD ⁷	\$20.00 each
Bulk Tires - 10 or more	\$225.00 Per Ton

HOUSEHOLD APPLIANCES:

Appliances including (refrigeration units - frige, freezer, AC units, water cooler dispenser, etc.); (washers, trash compactors, dishwashers, furnaces, water heaters, dryers, ovens and other appliance items not listed) ⁸	\$6.00 each
---	-------------

INERT WASTES:

Clean soil/gravel ⁹	No Charge
Asphalt, concrete ¹⁰	No Charge
Concrete/AC with soil ¹¹	\$15.00 Per Ton

FREE RECYCLING- CUSTOMER SEPARATION REQUIRED:

PaintCare® covered residential & business latex and oil-based paint	FREE DAILY
Clean metals (excludes appliances)	FREE DAILY
Mattresses and box springs ¹²	FREE DAILY
Cardboard, paper, plastic #1-7, aluminum/tin cans, food and beverage glass, paper board (subject to change based on recycle market)	FREE DAILY
RESIDENTIAL Electronic Waste -TVs, monitors, computers, stereos, vacuums, small house hold appliances, lamps, etc. NO- wood speakers, wood encased units	FREE DAILY
Automotive batteries	FREE DAILY
Motor oil (15 gallon limit) and oil filters	FREE DAILY
Yolo County residential only - household batteries, fluorescent bulbs and tubes, ink and toner cartridges	FREE DAILY

YOLO COUNTY CENTRAL LANDFILL STANDARD FEE SCHEDULE**PRE-APPROVAL REQUIRED - CALL OR E-MAIL FIRST¹³**

Liquid wastes: septic, portable toilet, other non-hazardous liquid wastes	\$35.00 Per Ton
Liquid wastes (high solids content or special treatment)	\$58.00 Per Ton
Sewage sludge, grits and rags, septic sludge	\$120.00 Per Ton
Food waste and mixtures of food waste and green waste	\$64.00 Per Ton
Soil requiring special handling, biosolids, etc.	\$15.00 Per Ton
Mud requiring special handling (hydroexcavation, horizontal boring, etc.)	\$20.00 Per Ton
Other waste requiring special handling	Actual Cost
Hazardous waste processing appointment fee for businesses	\$25.00 each

SPECIAL SERVICES:

Certificate of destruction	\$12.00 each
Truck wash out	\$25.00 each
Agricultural plastics, triple rinsed with Yolo County Ag Department certificate	FREE FRIDAY ONLY
Agricultural drip tape (all)	\$62.50 Per Ton
Cannery waste surcharge	\$90.00 each
Agricultural plastics, out-of-county	\$62.50 Per Ton
Solar panels (only Fridays and Saturdays 7:30 am to 3:30 pm)	\$33.00 each
Engineering / hydrogeologist waste analysis	\$125.00 Per Hour
Laboratory expenses	Actual Cost
Minimum clean-up fee for county labor	\$30.00 each
Minimum clean-up fee to remove illegal material from a dumped load	\$22.00 each
Minimum fee for proper disposal of illegally dumped material	Actual Cost

*** MSW hauled under Yolo County Solid Waste Franchise Agreements have a waste flow rate of \$51.88/ton**

- The minimum weighed fee is equivalent to the mini-pickup rate for each respective material
- Per ton rate for clean green waste includes mixtures of green waste, brush and wood.
- Loads less than 3 feet in height and less than 8 feet in length
- Loads up to 4 feet high and 10 feet long
- Furnishings hauled as part of a "Standard Fee" waste load are included in that fee. Sectional sofas may be charged as individual items.
- Anyone hauling more than 9 tires must obtain a Registered Tire Hauler permit, visit www.calrecycle.ca.gov
- Auto size = rim size less than 16", Truck size = rim size 16" - 22". Oversized tires are less than 60" outside diameter. With or without rim ok.
- Rates for Appliances in the Refrigeration Units & Washers categories include the cost of removing contaminants, such as Freon, PCBs, oils, etc., as required by California State Assembly Bill 1760. **Refrigerators/freezers must be empty of food.**
- Clean soil, sand, clean gravel, clean asphalt grindings or workable hot asphalt (clean soil mixed with clean gravel acceptable)
- Asphalt, concrete (gravel, sand, moderate wire, rebar ok) (no soil)
- Mixtures of soil and gravel/sand with asphalt and/or concrete, concrete with significant rebar/wire, large concrete chunks (with rebar, with heavy wire, with maximum of 25% soil)
- Mattresses and Box Springs **DO NOT** include: sleeping bags, pillows, an unattached mattress pad or mattress topper (even items with resilient filling intended to be used with or on top of a mattress), a car bed, crib or bassinet mattress, juvenile products or the pads used for such juvenile products, waterbeds, air mattresses that contain no upholstery material (such as a camping mattress), sofa beds and futons.
- For waste acceptability questions, call 530-666-8854 or email john.borrego@yolocounty.org or mary.jones@yolocounty.org or jeff.kieffer@yolocounty.org
- Other services for types & sizes of loads not listed above are available. Please call (530) 666-8729 or visit www.yolocounty.org.
- A returned check fee of \$25.00 may be assessed for any checks returned unpaid by the issuing bank.
- All accounts are subject to a late charge of 1.5% per month based on the unpaid balances overdue by 30 days or more.
- Disposal/recycling fees effective as of July 1, 2019 pending approval by the Yolo County Board of Supervisors at the June 25, 2019 meeting.

Disclaimer: Fees and information listed are subject to change. Please call YCCL at (530) 666-8729 for additional information.

Willowbank County Service Area Boundary and Sphere of Influence*



Adopted by Yolo LAFCo July 28, 2016

* Note: Sphere of influence is coterminous with boundary

Exhibit E

PERFORMANCE BOND Annual Form

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 107145500

KNOW ALL BY THESE PRESENTS, That we Recology Davis,
as Principal, and Travelers Casualty and Surety Company of America, of Hartford, Connecticut, authorized to do
business in the State of CA, as Surety, are held and firmly bound unto
Yolo County-Division of Integrated Waste Management, as Oblige, in the maximum penal sum of
Seventy Five Thousand Dollars and 00/100 Dollars (\$75,000.00), lawful money of the United States of
America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige entitled
Yolo County Franchise Agreement, for the purpose of
Solid Waste Recyclable Materials, Yard Trimming, Organics, and Construction & Demolition(C & D)
Collection Services (hereinafter referred to as the Contract), which
Contract is hereby referred to and made a part hereof;


NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform its obligations
as set forth in the Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.

Notwithstanding anything to the contrary in the Contract, this Bond is subject to the following express conditions:

1. This Bond shall be effective for the definite period of January 1, 2020 to December 31, 2020 (annual period).
This Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from
the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the
failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its
right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension
thereof.
2. The Contract has a term ending December 31, 2029 ("Contract Expiration Date"). Regardless of the
number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be
extended beyond the Contract Expiration Date.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability
of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set
forth above, or as amended by rider.
4. No action, suit or proceeding shall be brought against the Surety on this instrument unless such action, suit or
proceeding is brought within one year from termination or expiration of this Bond. If the provisions of this paragraph
are prohibited by law, the minimum period of limitation available to the Surety as a defense under applicable law
shall apply.
5. Any notice made under this Bond shall be made in writing to the Surety at the following address: Travelers Casualty
and Surety Company of America, One Tower Square, Hartford, CT 06183, Attn: Bond Claim.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond
and as described in the Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 4th day of December, 2019.

Recology Davis
By: Catherine Langridge
Catherine Langridge Senior VP & C.F.O.
Travelers Casualty and Surety Company of America
By: Amy Wickett
Amy Wickett, Attorney in Fact





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Amy Wickett of Downers Grove, IL, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, including the following bond:

Surety Bond No.: 107145500
OR

Principal: Recology Davis
Obligee: Yolo County-Division of Integrated Waste Management

Project Description: Solid Waste Recyclable Materials, Yard Trimming, Organics, and Construction & Demolition(C & D) Collection Services

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 6th day of May, 2019.



State of Connecticut

By: 
 Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the 6th day of May, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 4th day of December, 2019.




 Kevin E. Hughes, Assistant Secretary

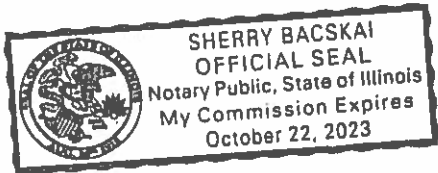
To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

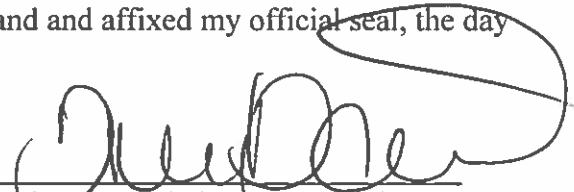
STATE OF ILLINOIS }
COUNTY OF DU PAGE }

On December 4, 2019, before me, Sherry Bacskai a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Amy Wickett, known to me to be Attorney-in-Fact of Travelers Casualty and Surety Company of America the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires October 22, 2023





Sherry Bacskai, Notary Public
Commission No. 590080

10

10