

LANDFILL USE AGREEMENT

THIS LANDFILL USE AGREEMENT is made and entered into this 14th day of May, 2019 between the County of Fresno, a political subdivision of the State of California (the "County"), and Mid Valley Disposal, LLC., a California Limited Liability Company ("Contractor"), located at 3444 W. Whitesbridge Avenue, Fresno, CA 93706 with reference to the following facts.

RECITALS

WHEREAS, County owns, manages and operates the American Avenue Disposal Site ("Landfill"). The Landfill is used for the disposal of municipal solid waste pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code);

WHEREAS, the Landfill is a Class III, regional non-hazardous facility;

WHEREAS, Contractor desires to enter into this Disposal Agreement on the terms and conditions set forth herein;

WHEREAS, Contractor has determined that the execution of this Agreement by the Contractor will provide Contractor with reliable disposal services and the continuation of sound environmental management; and,

WHEREAS, County has determined that the execution of this Agreement will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue, thereby enabling County to finance the planning, management and operations of the Landfill consistent with its obligations to the State;

It is, therefore, agreed as follows:

ARTICLE I**DEFINITIONS AND INTERPRETATION****SECTION 1.1 DEFINITIONS.**

As used in this Agreement, the following terms shall have the meanings set forth below.

"Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such discard or rejection and which are normally disposed of by or collected from residential (single-family

1 and multi-family), commercial, industrial, governmental and institutional establishments and which are
2 acceptable at Class III landfills under Applicable Law.

3 "Act" means the California Integrated Waste Management Act of 1989 (Division 30 of the
4 California Public Resources Code), as amended, supplemented, superseded and replaced from time to
5 time.

6 "Agreement" means this Landfill Use Agreement between County and Contractor as the same
7 may be amended or modified from time to time in accordance herewith.

8 "Annual Evaluation Period" means the period of time, commencing on the Contract Date during
9 which the Contract Disposal Rate applicable to the immediately preceding Contract Year is determined
10 in accordance with the procedure for annual waste flow reconciliation and enforcement specified in
11 Section 3.1(C) of this Agreement.

12 "Applicable Law" means the Act, the Fresno County Ordinance Code, CERCLA, RCRA, CEQA,
13 any legal entitlement and any federal or state rule, regulation, requirement, guideline, permit, action,
14 determination or order of any Governmental Body having jurisdiction, applicable from time to time to the
15 siting, design, permitting, acquisition, construction, equipping, financing, ownership, possession,
16 operation or maintenance of the Landfill, the transfer, handling, transportation and disposal of
17 Acceptable Waste, Unacceptable Waste, or any other transaction or matter contemplated hereby
18 (including any of the foregoing which concern health, safety, fire, environmental protection, mitigation
19 monitoring plans and building codes).

20 "CEQA" means the California Environmental Quality Act, codified at Cal. Pub. Res. Code
21 Section 21000 *et seq.* as amended or superseded, and the regulations promulgated thereunder.

22 "CERCLA" means the Comprehensive Environmental Response, Compensation, and Liability
23 Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated
24 thereunder.

25 "Change in Law" means any legislative enactment, or issuance of a controlling administrative
26 regulation or judicial opinion, on or after the Commencement Date, providing for new or revised legal
27 requirements, including without limitation any expansion in scope or material modification of any
28 Applicable Law, that has a material and adverse effect on the performance by the parties of their

1 respective obligations under this Agreement, or on the siting, design, permitting, acquisition,
2 construction, equipping, financing, ownership, possession, operation or maintenance of the Landfill.
3 A "Change in Law" also shall include any new or revised requirements relating to the funding or
4 provision, by or at the direction of local public agencies, of waste collection and disposal services.

5 "City" means the City of Fresno, a municipal corporation and charter city.

6 "City of Fresno Acceptable Waste" means all Acceptable Waste which was originally discarded
7 by the first generator thereof within the City of Fresno Solid Waste Collection Service Area and
8 collected or delivered by City of Fresno or its Transfer Station Operators that is credited towards the
9 obligations of the City of Fresno Landfill Use Agreement (Agreement No. 14-737).

10 "Contractor" means Mid Valley Disposal, LLC., a Limited Liability Company located at 3444 W.
11 Whitesbridge Avenue, Fresno, CA 93706.

12 "Contractor Acceptable Waste" means all Acceptable Waste discarded by the Contractor's
13 forces at the Landfill and not classified as City of Fresno Acceptable Waste.

14 "Contract Date" means July 1, 2019, which shall be the date on which the obligations of the
15 parties hereunder shall commence and may be used interchangeably herein with the term
16 "Commencement Date".

17 "Contract Disposal Rate" has the meaning specified in Sections 4.1 and 4.2.

18 "Contract Year" means one (1) 365-day calendar year, the first of which shall commence on the
19 Contract Date and end one (1) year from the Contract Date. (For example, the first Contract Year, if
20 the Agreement has a Contract Date of July 1, 2019, would end on June 30, 2020.)

21 "County" means the County of Fresno, a Political Subdivision of the State of California and party
22 to this Agreement.

23 "Hazardous Substance" has the meaning given such term under Applicable Law, as amended
24 from time to time including but not limited to any of the following: CERCLA, the Carpenter-Presley-
25 Tanner Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*),
26 and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated
27 thereunder.

28 "Hazardous Waste" means:

1 (A) Any waste which by reason of its quality, concentration, composition or physical, chemical
2 or infectious characteristics may do either of the following: cause, or significantly contribute to, an
3 increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a
4 substantial threat or potential hazard to human health or the environment, or any waste which is
5 defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture,
6 or asbestos under Applicable Law, as amended from time to time including, but not limited to any of the
7 following: (1) The federal Resource Conservation and Recovery Act and the regulations contained in
8 40 CFR Parts 260-281; (2) The Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and
9 the regulations contained in 40 CFR Parts 761-766; (3) California Health and Safety Code, Section
10 25117 (West 1992 & Supp. 1996); (4) California Public Resources Code, Section 40141 (West 1996);
11 and (5) Any future additional or amended Applicable Law enacted subsequent to the Commencement
12 Date hereof and pertaining to the identification, treatment, storage or disposal of toxic substances or
13 hazardous wastes; or

14 (B) Radioactive materials which are source, special nuclear or by-product material as defined
15 by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 *et seq.*) and the regulations contained in 10
16 CFR Part 40.

17 "Landfill" means the American Avenue Disposal Site, a Class III regional landfill owned and
18 operated by the County of Fresno, and located at 18950 W. American Avenue, Kerman, California.

19 "Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding,
20 and other legal or equitable proceeding having a bearing upon this Agreement.

21 "Prohibited Medical Waste" means any medical or infectious waste prohibited or restricted under
22 Applicable Law from being received by or disposed at the Landfill.

23 "Resource Conservation and Recovery Act" or "RCRA" means the Resource Conservation and
24 Recovery Act, 42 U.S.C. Sections 6901 *et seq.*, as amended and superseded.

25 "State" means the State of California.

26 "Term" means the duration of this Agreement, which shall include the initial term of three (3)
27 years from and after the Contract Date (unless earlier terminated in accordance with Article V), as
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specified in Section 6.1 hereof; and which additionally may include no more than two successive one-year renewal terms, as specified in Section 6.2 hereof.

"Ton" means a "short ton" of 2,000 pounds.

"Transfer Station" means a permitted solid waste handling facility that receives, handles, separates, converts, transports or otherwise processes solid waste materials.

"Unacceptable Waste" means Hazardous Waste; Hazardous Substances; Prohibited Medical Waste; explosives, ordnance, highly flammable substances, and noxious materials and lead-acid batteries (except if delivered in minimal quantities); drums and closed containers; liquid waste, oil, human wastes; machinery and equipment from commercial or industrial sources, such as hardened gears, shafts, motor vehicles or major components thereof, agricultural equipment, trailers, marine vessels and steel cable; hot loads; and any waste which the Landfill is prohibited from receiving under Applicable Law.

"Uncontrollable Circumstance" means any act, event or condition affecting the Landfill, County, or Contractor, or their contractors or suppliers to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control of and also is not the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party. Examples of Uncontrollable Circumstances are: (1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and, (2) a Change in Law, excepting only a Change in Law that was both initiated and enacted by the County and as to which its enactment was not required in order to comply with or implement a Change in Law effectively imposed upon the County by state or federal authorities.

SECTION 1.2 INTERPRETATION.

In this Agreement, unless the context otherwise requires:

1 (A) Persons. Words importing persons include firms, companies, associations, general
2 partnerships, limited partnerships, trusts, business trusts, corporations, and other legal entities,
3 including public bodies, as well as individuals.

4 (B) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any waste
5 haulers, or any other person other than the parties hereto and their respective successors and assigns
6 hereunder, any rights or remedies under or by reason of this Agreement.

7 (C) Counterparts. This Agreement may be executed in any number of original counterparts. All
8 such counterparts shall constitute but one and the same Agreement.

9 (D) Applicable Law. This Agreement shall be governed by and construed in accordance with
10 the Applicable Laws of the State of California.

11 (E) Severability. If any clause, provision, Subsection, Section or Article of this Agreement shall
12 be ruled invalid by any court of jurisdiction, then the invalidity of such clause, provision, Subsection,
13 Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be
14 construed and enforced as if such invalid portion did not exist, unless such invalidity frustrates the
15 underlying primary purpose of the Agreement.

16 (F) Integration. This Agreement contains the entire agreement between the parties with
17 respect to the transactions contemplated hereby. This Agreement shall completely and fully supersede
18 all prior understandings and agreements between the Parties with respect to such transactions.

19 (G) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the
20 event of a conflict between the recitals and the operative provisions of this Agreement, the operative
21 provisions shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

22 **ARTICLE II**

23 **REPRESENTATIONS AND WARRANTIES**

24 **SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR**

25 Contractor represents and warrants that:

26 (A) Authority to Direct Flow. Contractor has the authority to collect Acceptable Waste and
27 deliver same to the Landfill.

1 (B) Will Not Cause Breach. Neither the execution of this Agreement nor the performance by
2 Contractor of their obligations hereunder: (1) conflicts with, violates or results in a breach of any
3 currently applicable law; or (2) conflicts with, violates or results in a breach of any term or condition of
4 any judgment, decree, agreement or instrument to which Contractor is a party or by which Contractor is
5 bound, or constitutes a default under any such judgment, decree, agreement or instrument.

6 (C) Absence of Litigation. There is no action, suit or other proceeding as of the date of this
7 Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by
8 any court or governmental authority, pending or threatened against Contractor which is likely to result in
9 an unfavorable decision, ruling or finding which would materially and adversely affect the validity or
10 enforceability of this Agreement or any such agreement or instrument entered into by Contractor in
11 connection with the transactions contemplated hereby, or which could materially and adversely affect
12 the ability of Contractor to perform its obligations hereunder or which would have a material adverse
13 effect on the financial condition of Contractor.

14 SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF COUNTY.

15 County represents and warrants that:

16 (A) Landfill Status. The daily permitted capacity of the Landfill is sufficient to accommodate
17 Contractor demand. The Landfill is permitted to August 2031 with reasonable expectations that the
18 permit will be extended beyond the Term of this Agreement.

19 (B) Will Not Cause Breach. Neither the execution of this Agreement nor the performance by
20 County of its obligations hereunder: (1) conflicts with, violates or results in a breach of any currently
21 applicable law; or (2) conflicts with, violates or results in a breach of any term or condition of any
22 judgment, decree, agreement or instrument to which County is a party or by which County is bound, or
23 constitutes a default under any such judgment, decree, agreement or instrument.

24 (C) Absence of Litigation. There is no action, suit or other proceeding as of the date of this
25 Agreement, at law or in equity, or to the best of County's knowledge, any investigation, before or by any
26 court or governmental authority, pending or threatened against County which is likely to result in an
27 unfavorable decision, ruling or finding which would materially and adversely affect the validity or
28 enforceability of this Agreement or any such agreement or instrument entered into by County in

1 connection with the transactions contemplated hereby, or which could materially and adversely affect
2 the ability of County to perform its obligations hereunder or which would have a material adverse effect
3 on the financial condition of County.

4 **ARTICLE III**

5 **DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE**

6 **SECTION 3.1 DELIVERY OF WASTE AND CONTRACTOR COMMITMENTS.**

7 (A) Waste Disposal Covenant. From and after the Contract Date and throughout the Term of
8 this Agreement, Contractor shall deliver Contractor Acceptable Waste to the Landfill in accordance with
9 the provisions of this Agreement.

10 (B) Waste Flow Reconciliation and Enforcement. Contractor acknowledges and agrees that the
11 tipping fee is based on the amount of tonnage of Contractor Acceptable Waste delivered by Contractor
12 to the Landfill. At the beginning of each Annual Evaluation Period the Contract Disposal Rate will be
13 set at the initially presumed tonnage delivery range of 50,000 – 149,999 Tons per Contract Year. If it is
14 determined at the end of the Contract Year, by County's review and reconciliation of the tonnage
15 delivery records, that the total amount of Contractor Acceptable Waste delivered by the Contractor to
16 the Landfill during the Contract Year is less than 50,000 Tons, then the Contractor shall pay the
17 County, within 45 days after receipt of invoice, the difference in the Contract Disposal Rate tier
18 multiplied times the number of Tons of Contractor Acceptable Waste determined by County to have
19 actually been delivered by the Contractor to the Landfill during the Contract Year. If it is determined by
20 County's review and reconciliation that the total amount of Contractor Acceptable Waste delivered by
21 the Contractor to the Landfill during the Contract Year exceeded 149,999 Tons, then the County shall
22 provide the Contractor a credit within 45 days after County's completion of the review and reconciliation
23 in the amount of the appropriate Contract Disposal Rate tier multiplied times the number of Tons of
24 Contractor Acceptable Waste delivered during the Contract Year.

25 (C) Contractor Termination. In the event the Contractor terminates this Agreement for
26 convenience as specified in Section 5.1, as a result of such termination for convenience, the Contractor
27 agrees to pay to County, within 45 days after receipt of invoice, a dollar amount equal to the
28 Contractor's reconciled total of Contractor Acceptable Waste tonnage delivered from the start of the

Contract Year through the date of termination. If delivered tonnage is less than 50,000, the delivered tonnage shall be multiplied times the difference between the tipping rate for the Contractor's initially presumed tonnage delivery range of 50,000 - 149,999 and the then-current disposal rate applicable for the 0 - 49,999 tonnage delivery range. If the reconciled delivered tonnage amount is greater than 149,999, no credit will be applied to the Contractor's account.

(D) Hazardous Waste Identification and Exclusion Program. Contractor shall take all reasonable precautions and use all reasonable efforts to prevent the disposal of Hazardous Materials at the Landfill. Contractor shall educate residents on proper Household Hazardous Waste disposal. Contractor shall train, and direct its waste collection drivers to identify Hazardous Waste in the waste stream and prevent its collection, and shall conduct a load check program to identify loads where Hazardous Waste was inadvertently included and to remove the material before delivery to the Landfill.

(E) Pass-through of Tipping Rate Savings to Customers. Contractor agrees to pass-through the Contract Disposal Rate reduction to Contractor's Exclusive Service Area Program customers by reducing the current maximum cart and bin collection rates in the amount as indicated on Exhibit A of this Agreement.

SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY COUNTY.

(A) Service Covenant. Commencing on the Contract Date, County shall provide landfill disposal services for all Contractor Acceptable Waste at the Landfill, and shall do and perform all acts and things which may be necessary or desirable in connection with its covenants in this Agreement, including without limitation all planning, development, administration, implementation, construction, operation, maintenance, management, financing and contract work related thereto or undertaken in connection therewith.

(B) Daily Capacity. County shall immediately advise Contractor by telephone of any situation, event, or circumstance which results in the partial or complete inability of County to receive Contractor Acceptable Waste at the Landfill, alternatives available, and County's best estimate of the probable duration. County shall confirm such advice in writing within 24 hours of the occurrence of any such inability. County shall exercise all reasonable efforts to resume normal operation of the Landfill as soon as possible.

1 SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

2 (A) Right of Refusal. Notwithstanding any other provision hereof, County may refuse delivery
3 of:

- 4 • Hazardous Waste;
- 5 • Acceptable Waste delivered before or after posted hours for delivery; and,
- 6 • Unacceptable Waste.

7 (B) Identification of Unacceptable Waste. County shall have the right (but not the duty or the
8 obligation) to inspect all vehicles delivering material to the Landfill, and may require that the Contractor
9 proceed to remove any Unacceptable Waste from such vehicle before it is unloaded. If County
10 determines that it is impractical to separate Acceptable Waste from Unacceptable Waste in any vehicle,
11 or if the Contractor and its Subcontractor(s) are unwilling to make such separation, or if any vehicle is
12 carrying waste which may spill or leak, then County may reject the entire load, and Contractor shall
13 forthwith remove or cause the removal of the entire delivery from the Landfill. County may take all
14 reasonable measures to prevent waste from being blown or scattered before and during unloading.
15 Contractor shall observe and comply with Applicable Law, the operating rules and regulations of
16 County, and the provisions of this Agreement prohibiting the delivery of Unacceptable Waste to the
17 Landfill.

18 (C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Landfill
19 has not been designed or permitted, and is not intended to be used in any manner or to any extent, for
20 the handling, transportation, storage or disposal of non-Household Hazardous Waste or Hazardous
21 Substances. Neither County nor Contractor or its Subcontractors shall countenance or knowingly
22 permit the delivery of Hazardous Waste or Hazardous Substances to the Landfill.

23 (D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or
24 Hazardous Waste is discovered in a vehicle at the Landfill, the driver of the vehicle will not be permitted
25 to discharge the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in
26 the Landfill tipping area, County personnel will use all reasonable efforts to assure that such material
27 has been characterized, properly secured and its disposition resolved at Contractor's expense. The
28 return or reloading onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or

other waste requiring special handling or transportation shall be conducted in accordance with Applicable Law, likewise at Contractor's expense.

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SECTION 3.4 MISCELLANEOUS OPERATIONAL MATTERS.

(A) Operating Days and Hours. The Landfill is currently scheduled to be open to the public the following hours and days:

- Monday – Friday: 7:00 a.m. to 3:00 p.m.
- Saturday: 8:00 a.m. to 2:30 p.m.
- Sunday: Closed
- Closed the following holidays:

Thanksgiving Day, Christmas Day and New Year's Day.

(B) Hours of operation may be modified at County's discretion.

ARTICLE IV

CONTRACT DISPOSAL RATE

SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT DISPOSAL RATE.

Contractor acknowledges that County shall have the right to charge and collect a fee for the acceptance and disposal of Contractor Acceptable Waste delivered to the Landfill by Contractor. The Contract Disposal Rate shall be calculated and established, and may be modified, as provided in Section 4.2. In addition, Contractor acknowledges that County shall have the right to establish as part of the operating rules and regulations reasonable measures to secure the payment of all Contract Disposal Rates.

SECTION 4.2 APPLICATION AND IMPLEMENTATION OF CONTRACT DISPOSAL RATE.

(A) Establishment of Contract Disposal Rate. The Contract Disposal Rate, beginning with the Contract Date through and including the remainder of the Contract Year, shall be based on the 50,000 – 149,999 Tons per Calendar Year rate in accordance with the following Contract Disposal Rate Table:

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CONTRACT DISPOSAL RATE TABLE (CONTRACT YEAR 1)	
0 – 49,999 Tons per Year	\$24.84 per Ton (as of 07/01/2019 rate)
50,000 – 149,999 Tons per Year	\$23.73 per Ton (as of 07/01/2019 rate)
150,000 – 249,999 Tons per Year	\$23.18 per Ton (as of 07/01/2019 rate)
250,000 Plus Tons per Year	\$20.42 per Ton (as of 07/01/2019 rate)
CONTRACT DISPOSAL RATE TABLE (CONTRACT YEAR 2)	
0 – 49,999 Tons per Year	\$25.46 per Ton (as of 07/01/2020 rate)
50,000 – 149,999 Tons per Year	\$24.33 per Ton (as of 07/01/2020 rate)
150,000 – 249,999 Tons per Year	\$23.76 per Ton (as of 07/01/2020 rate)
250,000 Plus Tons per Year	\$20.93 per Ton (as of 07/01/2020 rate)
CONTRACT DISPOSAL RATE TABLE (CONTRACT YEAR 3)	
0 – 49,999 Tons per Year	\$26.09 per Ton (as of 07/01/2021 rate)
50,000 – 149,999 Tons per Year	\$24.93 per Ton (as of 07/01/2021 rate)
150,000 – 249,999 Tons per Year	\$24.35 per Ton (as of 07/01/2021 rate)
250,000 Plus Tons per Year	\$21.45 per Ton (as of 07/01/2021 rate)
CONTRACT DISPOSAL RATE TABLE (CONTRACT YEAR 4, IF RENEWED)	
0 – 49,999 Tons per Year	\$26.75 per Ton (as of 07/01/2022 rate)
50,000 – 149,999 Tons per Year	\$25.56 per Ton (as of 07/01/2022 rate)
150,000 – 249,999 Tons per Year	\$24.96 per Ton (as of 07/01/2022 rate)
250,000 Plus Tons per Year	\$21.99 per Ton (as of 07/01/2022 rate)
CONTRACT DISPOSAL RATE TABLE (CONTRACT YEAR 5, IF RENEWED)	
0 – 49,999 Tons per Year	\$27.41 per Ton (as of 07/01/2023 rate)
50,000 – 149,999 Tons per Year	\$26.20 per Ton (as of 07/01/2023 rate)
150,000 – 249,999 Tons per Year	\$25.59 per Ton (as of 07/01/2023 rate)
250,000 Plus Tons per Year	\$22.54 per Ton (as of 07/01/2023 rate)

1 For example, if the total Contractor Acceptable Waste Tons delivered by the Contractor during
2 the Contract Year is ultimately determined, as a result of the annual reconciliation provided for in
3 Section 3.1(B), to have been between 50,000 and 149,999 Tons, then all such Tons will have been
4 appropriately charged at the initial Commencement Date rate of \$22.04 per Ton. However, if the
5 tonnage delivered to the Landfill during the Contract Year 1 is ultimately determined to have been
6 between 0 and 49,999 Tons, then the appropriate charge would be at the rate of \$23.06 per Ton, and
7 the Contractor would be responsible for payment of the difference within 45 days after receipt of invoice
8 as more thoroughly provided above in Section 3.1(B).

9 (B) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified
10 herein, the Contract Disposal Rate shall be adjusted to reflect the imposition of new fees or increase in
11 existing fees relating to the disposal of Contractor Acceptable Waste imposed by state, federal or other
12 agencies (e.g., the State's Integrated Waste Management fee, which is currently \$1.40 per Ton). The
13 adjustment shall be equal to the amount of any new or increased fee, and the adjustment shall take
14 effect so as to coincide with the imposition of the new or increased fee. County shall provide notice of
15 any increase pursuant to this Section 4.2(B) as soon as practicable after becoming aware of the
16 imposition or increase of any fees as described above.

17 (C) Changes In Law, Uncontrollable Circumstances and Environmental Remediation. County
18 may increase Contract Disposal Rates for the following reasons:

19 i) Increased costs incurred by County (in excess of available insurance proceeds) due to
20 the occurrence of one or more Uncontrollable Circumstances, other than Changes in Law;

21 ii) Increased costs incurred by County (in excess of available insurance proceeds) due to
22 the occurrence of one or more Changes in Law; and/or;

23 iii) Costs incurred by County (in excess of available insurance proceeds and amounts
24 available in the Corrective Action Fund for such purposes) remediating environmental conditions
25 at the Landfill, which, if uncorrected, could give rise to potential claims under CERCLA or
26 related federal or state statutes.

27 Any adjustments to the Contract Disposal Rate permitted by this Section shall be calculated by
28 County to reflect the actual costs or expenses of addressing the circumstance or circumstances

pursuant to which the adjustment is authorized. County will provide supporting cost detail to Contractor for review. Should the Contractor identify errors in the calculations it shall promptly inform the County.

SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT DISPOSAL RATE.

(A) Payment by Contractor. Contractor shall pay the Contract Disposal Rate for Contractor Acceptable Waste delivered by the Contractor to the Landfill, and shall take all such action as may be necessary to provide for the timely payment of the Contract Disposal Rate.

(B) Disputes. If Contractor disputes any amount billed by County in any billing statement, Contractor shall nonetheless pay the billed amount and shall provide County with written objection within 15 business days of the receipt of such billing statement indicating the scale transaction(s) and amount that is being disputed and providing all reasons then known to Contractor for any objection to or disagreement with such amount. If Contractor and County are not able to resolve such dispute within 30 business days after Contractor's objection, either party may pursue appropriate legal remedies as permitted per this Agreement.

SECTION 4.4 GATE FEE BILLING.

County shall record tonnage delivered by Contractor and shall submit invoices to Contractor for payment. Contractor shall remit payment within 30 calendar days of receipt of invoice.

ARTICLE V

TERMINATION

SECTION 5.1 TERMINATION.

(A) Termination by Contractor.

(i) Contractor shall have the right to terminate this Agreement in its sole discretion, for its convenience and without cause at any time during the Term hereof upon a minimum of 90 calendar days written notice to County. Provided, that if Contractor exercises its rights to terminate the Agreement pursuant to this Section, Contractor shall pay to County, within 90 calendar days of Contractor's delivery of such written notice, a termination fee equal to the dollar amount calculated in accordance with Section 3.1(C).

(ii) If Contractor gives the required 90 days advance written notice, and pays the termination fee to County in a timely manner, it is specifically agreed that upon satisfaction of both of

1 those contingencies the County will incur no additional damage based solely on Contractor's
2 termination of this Agreement under this Section 5.1. It is acknowledged that the agreed upon
3 termination fee is essentially a liquidated damages provision, providing a reasonable estimate of the
4 amount of damages County would incur solely as a result of Contractor's termination of the Agreement
5 under this Section 5.1, in consideration of all the circumstances and based also on the extreme
6 difficulty and impracticability of any attempt to determine the exact amount of such damages.
7 It is further specifically understood and agreed that the foregoing shall not be construed as a waiver by
8 County of any right to payment by Contractor of any sums due and payable to County at the time of
9 Contractor's Notice of Termination, pursuant to any outstanding and unpaid Annual Evaluation Period
10 reconciliation invoice(s) having previously been issued by County pursuant to the provisions of Sections
11 3.1(B) and 4.2(A) hereinabove.

12 (B) Termination by County. (i) County shall have the right to terminate this Agreement in its
13 sole discretion, for its convenience and without cause at any time during the Term hereof upon a
14 minimum of 90 calendar days written notice to Contractor. (ii) If County gives the required 90 days
15 advance written notice, it is specifically agreed that the Contractor will incur no damage based solely on
16 County's Termination of this Agreement under this Section 5.1. It is specifically agreed between the
17 parties that the 90-day notice period would provide sufficient time for Contractor to make other
18 appropriate arrangements for disposal of its Contractor Acceptable Waste, and that the Contractor
19 would neither incur nor claim to have incurred any special, incidental or consequential damages solely
20 as a result of County's termination for convenience in accordance with the provisions of this Section 5.1

21 **SECTION 5.2 NO WAIVERS.**

22 No action of County or Contractor pursuant to this Agreement and no failure to act shall
23 constitute a waiver by either party of the other party's compliance with any term or provision of this
24 Agreement. No course of dealing or delay by County or Contractor in exercising any right, power or
25 remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's
26 rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or
27 remedy of County or Contractor under this Agreement shall preclude any other or further exercise
28 thereof of the exercise of any other right, power or remedy.

1 **ARTICLE VI**

2 **TERM**

3 **SECTION 6.1 EFFECTIVE DATE.**

4 This Agreement shall become effective on the Contract Date and shall be in full force and effect
5 and shall be legally binding upon Contractor and County from and after the Contract Date, and shall
6 continue in full force and effect for three (3) Contract Years from the Contract Date, unless earlier
7 terminated in accordance with Article V of this Agreement.

8 **SECTION 6.2 OPTION TO RENEW.**

9 This Agreement may be renewed for two (2) successive one-year terms, upon the same terms
10 and conditions set forth herein, provided that the COUNTY gives CONTRACTOR thirty (30) days
11 advance written notice of renewal before the commencement of each one-year term. The Director, or
12 his or her designee, may provide such notice of renewal on behalf of COUNTY.

13 **SECTION 6.3 SURVIVAL; ACCRUED RIGHTS.**

14 The rights and obligations of the parties hereto pursuant to Section 3.1(B) and (C), and Sections
15 4.2(A), 4.3, 5.1 and 7.2 hereof shall survive the termination or expiration of this Agreement, and no
16 such termination or expiration shall limit or otherwise affect the respective rights and obligations of the
17 parties hereto accrued prior to the date of such termination or expiration. At the end of the Term of this
18 Agreement, all other obligations of the parties shall terminate.

19 **ARTICLE VII**

20 **GENERAL PROVISIONS**

21 **SECTION 7.1 RELATIONSHIP OF THE PARTIES.**

22 In performing its obligations under Section 3.2 of this Agreement, County acts as an
23 independent contractor of Contractor, and nothing in this Agreement is intended, nor shall this
24 Agreement or any provision hereof be interpreted, to create or establish any partnership or to create
25 any type of fiduciary relationship, as between the parties hereto.

26 **SECTION 7.2 INDEMNIFICATION.**

27 Contractor agrees to indemnify, save, hold harmless, and at County's request, defend County,
28 its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims,

1 and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by
2 the performance, or failure to perform, of Contractor, its officers, agents and employees, under this
3 Agreement.

4 County agrees to indemnify, save, hold harmless, and at Contractor's request, defend
5 Contractor, its officers, agents, and employees from any and all costs and expenses, damages,
6 liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be
7 injured or damaged by the performance, or failure to perform, of County, its officers, agents and
8 employees, under this Agreement.

9 **SECTION 7.3 AMENDMENTS.**

10 Neither this Agreement nor any provision hereof may be changed, modified, amended or waived
11 except by written agreement duly authorized and executed by both parties.

12 **SECTION 7.4 NOTICE OF LITIGATION.**

13 Each party shall deliver written notice to the other of any Legal Proceeding to which it is a party
14 and which questions the validity or enforceability of this Agreement executed by Contractor or County
15 or any Legal Entitlement issued in connection herewith. The party required by this Section 7.4 to
16 deliver such written notice shall make such delivery to the other party at the earliest practicable date
17 and time following its having become cognizant of the initiation or existence of such Legal Proceeding.

18 **SECTION 7.5 ASSIGNMENT OF AGREEMENT.**

19 Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either
20 party hereto without the prior written consent of the other party.

21 **SECTION 7.6 BINDING EFFECT.**

22 This Agreement shall bind and inure to the benefit of the parties hereto and any successor or
23 assignee acquiring an interest hereunder in accordance with the provisions of the immediately
24 preceding Section 7.5 hereof.

25 **SECTION 7.7 NOTICES.**

26 Any notice or communication required or permitted hereunder shall be in writing and sufficiently
27 given if delivered in person or sent by certified or registered mail, postage prepaid, to the notice
28 address of the respective parties set forth on the cover page of this Agreement. Changes in the

1 respective addresses to which such notices may be directed may be made from time to time by any
2 party by notice to the other party.

3
4 SECTION 7.8 DISCLOSURE OF SELF-DEALING TRANSACTIONS.

5 This provision is only applicable if the Contractor is operating as a corporation (a for-profit or
6 non-profit corporation) or if during the Term of this Agreement, the Contractor changes its status to
7 operate as a corporation.

8 Members of the Contractor's Board of Directors shall disclose any self-dealing transactions that
9 they are a party to while the Contractor is providing goods or performing services under this
10 Agreement. A self-dealing transaction shall mean a transaction to which the Contractor is a party and
11 in which one or more of its directors has a material financial interest. Members of the Contractor's
12 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing
13 and signing a Self-Dealing Transaction Disclosure Form (attached as Exhibit B and incorporated
14 herein by this reference); and submitting it to the County prior to commencing with the self-dealing
15 transaction or immediately thereafter.

16 ///

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 above.

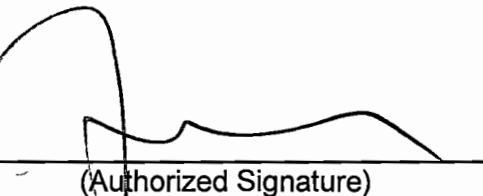
3
4 **CONTRACTOR**
5 **MID VALLEY DISPOSAL, LLC.**
6 **3433 W. WHITESBRIDGE AVENUE**
7 **KERMAN, CA 93706**

8 
(Authorized Signature)

9 Joseph Kalpakoff - CEO
10 Print Name and Title

11 PO Box 12385
12 Mailing Address

13 Fresno, CA 93777
14 City, State, and Zip Code

15 
16
17 (Authorized Signature)

18 Jay Kalpakoff - Pres
19 Print Name and Title

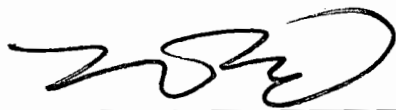
20 PO Box 12385
21 Mailing Address

22 Fresno, CA 93777
23 City, State, and Zip Code

24 **FOR ACCOUNTING USE ONLY**

25
26 **ORG No.: 9026**
27 **Account No.: 4991**
28 **Fund No.: 0700**
Subclass No.: 15000

COUNTY OF FRESNO



Nathan Magsig, Chairman of the Board
of Supervisors of the County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By Rose Cryg
Deputy

EXHIBIT A

Calculation of Disposal Fee Adjustment (Contract Year 1 - 2019/20)

Assumptions ⁽¹⁾

150 pounds of solid waste per cubic yard
 201.974 gallons per cubic yard
 0.742669849 pounds of solid waste per gallon

Carts

-\$1.11 dollars per ton
 -0.000555 dollars per pound

Calculation

Gallons	35	64	96
Pounds of solid waste per month	112.6381737	205.9669	308.950419
Disposal fee portion of rate/month	\$ (0.06)	\$ (0.11)	\$ (0.17)

Bins

Calculation

Cubic yards/1 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	650	975	1,300	1,950	2,600	3,250	3,900
Disposal fee portion of rate	\$ (0.36)	\$ (0.54)	\$ (0.72)	\$ (1.08)	\$ (1.44)	\$ (1.80)	\$ (2.16)
Cubic yards/2 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,300	1,950	2,600	3,900	5,200	6,500	7,800
Disposal fee portion of rate	\$ (0.72)	\$ (1.08)	\$ (1.44)	\$ (2.16)	\$ (2.89)	\$ (3.61)	\$ (4.33)
Cubic yards/3 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,950	2,925	3,900	5,850	7,800	9,750	11,700
Disposal fee portion of rate	\$ (1.08)	\$ (1.62)	\$ (2.16)	\$ (3.25)	\$ (4.33)	\$ (5.41)	\$ (6.49)
Cubic yards/4 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	2,600	3,900	5,200	7,800	10,400	13,000	15,600
Disposal fee portion of rate	\$ (1.44)	\$ (2.16)	\$ (2.89)	\$ (4.33)	\$ (5.77)	\$ (7.22)	\$ (8.66)
Cubic yards/5 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,250	4,875	6,500	9,750	13,000	16,250	19,500
Disposal fee portion of rate	\$ (1.80)	\$ (2.71)	\$ (3.61)	\$ (5.41)	\$ (7.22)	\$ (9.02)	\$ (10.82)
Cubic yards/6 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,900	5,850	7,800	11,700	15,600	19,500	23,400
Disposal fee portion of rate	\$ (2.16)	\$ (3.25)	\$ (4.33)	\$ (6.49)	\$ (8.66)	\$ (10.82)	\$ (12.99)

Notes:

1. Assumptions provided by Brown, Vence and Associates, consultant for the establishment of the Exclusive Service Area Program

EXHIBIT A

Calculation of Disposal Fee Adjustment (Contract Year 2020/21)

Assumptions ⁽¹⁾

150 pounds of solid waste per cubic yard
201.974 gallons per cubic yard
0.742669849 pounds of solid waste per gallon

Carts							
- \$1.13 dollars per ton - 0.000565 dollars per pound							
Calculation							
Gallons	35	64	96				
Pounds of solid waste per month	112.6381737	205.9669	308.950419				
Disposal fee portion of rate/month	\$ (0.06)	\$ (0.12)	\$ (0.17)				

Bins							
Calculation							
Cubic yards/1 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	650	975	1,300	1,950	2,600	3,250	3,900
Disposal fee portion of rate	\$ (0.37)	\$ (0.55)	\$ (0.73)	\$ (1.10)	\$ (1.47)	\$ (1.84)	\$ (2.20)
Cubic yards/2 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,300	1,950	2,600	3,900	5,200	6,500	7,800
Disposal fee portion of rate	\$ (0.73)	\$ (1.10)	\$ (1.47)	\$ (2.20)	\$ (2.94)	\$ (3.67)	\$ (4.41)
Cubic yards/3 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,950	2,925	3,900	5,850	7,800	9,750	11,700
Disposal fee portion of rate	\$ (1.10)	\$ (1.65)	\$ (2.20)	\$ (3.31)	\$ (4.41)	\$ (5.51)	\$ (6.61)
Cubic yards/4 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	2,600	3,900	5,200	7,800	10,400	13,000	15,600
Disposal fee portion of rate	\$ (1.47)	\$ (2.20)	\$ (2.94)	\$ (4.41)	\$ (5.88)	\$ (7.35)	\$ (8.81)
Cubic yards/5 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,250	4,875	6,500	9,750	13,000	16,250	19,500
Disposal fee portion of rate	\$ (1.84)	\$ (2.75)	\$ (3.67)	\$ (5.51)	\$ (7.35)	\$ (9.18)	\$ (11.02)
Cubic yards/6 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,900	5,850	7,800	11,700	15,600	19,500	23,400
Disposal fee portion of rate	\$ (2.20)	\$ (3.31)	\$ (4.41)	\$ (6.61)	\$ (8.81)	\$ (11.02)	\$ (13.22)

Notes:

1. Assumptions provided by Brown, Vence and Associates, consultant for the establishment of the Exclusive Service Area Program

EXHIBIT A

Calculation of Disposal Fee Adjustment (Contract Year 3 - 2021/22)

Assumptions ⁽¹⁾

150 pounds of solid waste per cubic yard
 201.974 gallons per cubic yard
 0.742669849 pounds of solid waste per gallon

Carts							
- \$1.16 dollars per ton							
- 0.00058 dollars per pound							
Calculation							
Gallons	35	64	96				
Pounds of solid waste per month	112.6381737	205.9669	308.950419				
Disposal fee portion of rate/month	\$ (0.07)	\$ (0.12)	\$ (0.18)				
Bins							
Calculation							
Cubic yards/1 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	650	975	1,300	1,950	2,600	3,250	3,900
Disposal fee portion of rate	\$ (0.38)	\$ (0.57)	\$ (0.75)	\$ (1.13)	\$ (1.51)	\$ (1.89)	\$ (2.26)
Cubic yards/2 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,300	1,950	2,600	3,900	5,200	6,500	7,800
Disposal fee portion of rate	\$ (0.75)	\$ (1.13)	\$ (1.51)	\$ (2.26)	\$ (3.02)	\$ (3.77)	\$ (4.52)
Cubic yards/3 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,950	2,925	3,900	5,850	7,800	9,750	11,700
Disposal fee portion of rate	\$ (1.13)	\$ (1.70)	\$ (2.26)	\$ (3.39)	\$ (4.52)	\$ (5.66)	\$ (6.79)
Cubic yards/4 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	2,600	3,900	5,200	7,800	10,400	13,000	15,600
Disposal fee portion of rate	\$ (1.51)	\$ (2.26)	\$ (3.02)	\$ (4.52)	\$ (6.03)	\$ (7.54)	\$ (9.05)
Cubic yards/5 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,250	4,875	6,500	9,750	13,000	16,250	19,500
Disposal fee portion of rate	\$ (1.89)	\$ (2.83)	\$ (3.77)	\$ (5.66)	\$ (7.54)	\$ (9.43)	\$ (11.31)
Cubic yards/6 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,900	5,850	7,800	11,700	15,600	19,500	23,400
Disposal fee portion of rate	\$ (2.26)	\$ (3.39)	\$ (4.52)	\$ (6.79)	\$ (9.05)	\$ (11.31)	\$ (13.57)

Notes:

1. Assumptions provided by Brown, Vence and Associates, consultant for the establishment of the Exclusive Service Area Program

EXHIBIT A

Calculation of Disposal Fee Adjustment (Contract Year 4 - 2022/23, if renewed)

Assumptions ⁽¹⁾

150 pounds of solid waste per cubic yard
201.974 gallons per cubic yard
0.742669849 pounds of solid waste per gallon

Carts

-\$1.19 dollars per ton
-0.000595 dollars per pound

Calculation

Gallons	35	64	96
Pounds of solid waste per month	112.6381737	205.9669	308.950419
Disposal fee portion of rate/month	\$ (0.07)	\$ (0.12)	\$ (0.18)

Bins

Calculation

Cubic yards/1 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	650	975	1,300	1,950	2,600	3,250	3,900
Disposal fee portion of rate	\$ (0.39)	\$ (0.58)	\$ (0.77)	\$ (1.16)	\$ (1.55)	\$ (1.93)	\$ (2.32)
Cubic yards/2 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,300	1,950	2,600	3,900	5,200	6,500	7,800
Disposal fee portion of rate	\$ (0.77)	\$ (1.16)	\$ (1.55)	\$ (2.32)	\$ (3.09)	\$ (3.87)	\$ (4.64)
Cubic yards/3 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,950	2,925	3,900	5,850	7,800	9,750	11,700
Disposal fee portion of rate	\$ (1.16)	\$ (1.74)	\$ (2.32)	\$ (3.48)	\$ (4.64)	\$ (5.80)	\$ (6.96)
Cubic yards/4 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	2,600	3,900	5,200	7,800	10,400	13,000	15,600
Disposal fee portion of rate	\$ (1.55)	\$ (2.32)	\$ (3.09)	\$ (4.64)	\$ (6.19)	\$ (7.74)	\$ (9.28)
Cubic yards/5 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,250	4,875	6,500	9,750	13,000	16,250	19,500
Disposal fee portion of rate	\$ (1.93)	\$ (2.90)	\$ (3.87)	\$ (5.80)	\$ (7.74)	\$ (9.67)	\$ (11.60)
Cubic yards/6 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,900	5,850	7,800	11,700	15,600	19,500	23,400
Disposal fee portion of rate	\$ (2.32)	\$ (3.48)	\$ (4.64)	\$ (6.96)	\$ (9.28)	\$ (11.60)	\$ (13.92)

Notes:

1. Assumptions provided by Brown, Vence and Associates, consultant for the establishment of the Exclusive Service Area Program

EXHIBIT A

Calculation of Disposal Fee Adjustment (Contract Year 5 - 2023/24, if renewed)

Assumptions ⁽¹⁾

150 pounds of solid waste per cubic yard
 201.974 gallons per cubic yard
 0.742669849 pounds of solid waste per gallon

Carts

-\$1.21 dollars per ton
 -0.000605 dollars per pound

Calculation

Gallons	35	64	96
Pounds of solid waste per month	112.6381737	205.9669	308.950419
Disposal fee portion of rate/month	\$ (0.07)	\$ (0.12)	\$ (0.19)

Bins

Calculation

Cubic yards/1 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	650	975	1,300	1,950	2,600	3,250	3,900
Disposal fee portion of rate	\$ (0.39)	\$ (0.59)	\$ (0.79)	\$ (1.18)	\$ (1.57)	\$ (1.97)	\$ (2.36)
Cubic yards/2 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,300	1,950	2,600	3,900	5,200	6,500	7,800
Disposal fee portion of rate	\$ (0.79)	\$ (1.18)	\$ (1.57)	\$ (2.36)	\$ (3.15)	\$ (3.93)	\$ (4.72)
Cubic yards/3 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	1,950	2,925	3,900	5,850	7,800	9,750	11,700
Disposal fee portion of rate	\$ (1.18)	\$ (1.77)	\$ (2.36)	\$ (3.54)	\$ (4.72)	\$ (5.90)	\$ (7.08)
Cubic yards/4 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	2,600	3,900	5,200	7,800	10,400	13,000	15,600
Disposal fee portion of rate	\$ (1.57)	\$ (2.36)	\$ (3.15)	\$ (4.72)	\$ (6.29)	\$ (7.87)	\$ (9.44)
Cubic yards/5 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,250	4,875	6,500	9,750	13,000	16,250	19,500
Disposal fee portion of rate	\$ (1.97)	\$ (2.95)	\$ (3.93)	\$ (5.90)	\$ (7.87)	\$ (9.83)	\$ (11.80)
Cubic yards/6 x per week	1	1.5	2	3	4	5	6
Pounds of solid waste per month	3,900	5,850	7,800	11,700	15,600	19,500	23,400
Disposal fee portion of rate	\$ (2.36)	\$ (3.54)	\$ (4.72)	\$ (7.08)	\$ (9.44)	\$ (11.80)	\$ (14.16)

Notes:

- Assumptions provided by Brown, Vence and Associates, consultant for the establishment of the Exclusive Service Area Program

EXHIBIT B

Self-Dealing Transaction Disclosure (Financial)

Non-corporate bidders may disregard this section.

Bidders shall complete a SELF-DEALING TRANSACTION DISCLOSURE FORM, provided herein, for each applicable corporate director of the bidding company. The signed form(s) shall be submitted as a part of the company's proposal or quotation.

Complete the form and indicate "NONE" under part 3 when your company is a corporation and no directors are involved with a Self-Dealing Transaction. The form must be signed by an individual authorized to legally bind the corporation when no directors have a Self-Dealing Transaction.

DISCLOSURE OF SELF-DEALING TRANSACTIONS: The following provision will be incorporated into ensuing agreements. It shall apply only when the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to operate as a corporation.

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit #) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Form provided on following page.

EXHIBIT B

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____