

# Contract Report

*As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts that have been executed by the Board. A Contract Report is to be completed and submitted with all Contracts to the Board of Supervisors' Division of the County Clerk's Office. If the Department Head is authorized to execute a Contract, the department will monitor and maintain the official file of such Contracts. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.*

1963			
Contract Number	Delineator	Trait	Fiscal Year

Delineator = .a, .b, etc = Subcontracts  
 .1, .2, etc = Contract Amendments  
 Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)  
 Traits = P/Pending - Original Contract Not on File/to be submitted  
 GP/Grant Pending - Original Contract to be submitted if grant is awarded  
 E/Exempt - Original Contract Exempt from Filing with Clerk  
 A/Acknowledgment - Contract Acknowledgment Pending

<b>Contract Category:</b> Franchise	<i>(Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)</i>
<b>Administering Department:</b> Public Works Agency	
<b>Contract Executed By:</b> Board of Supervisors	
<b>Authority for Execution:</b> Minute Order #6 12-17-2019	
<b>Contractor:</b> USA Waste of California	
<b>Description of Contract:</b> Transport Franchise Agreement	
<b>Service Contracts: Contractor's Tax ID #</b>	

<b>Beginning Term Date:</b> 1/1/2020	<i>If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments</i>
<b>Ending Term Date:</b> 12/31/2029	
<b>Recommended Review Date:</b>	

<b>Contract Amount Paid BY County:</b>	
<b>Contract Amount Paid TO County:</b>	
<b>Not to Exceed:</b> \$0.00	
<b>Other Terms:</b>	<i>(Other Terms: Rate per month/hour/quarter, etc.)</i>

<b>Insurance Required by County?:</b> Yes	
<b>Insurance End Term or Review Date:</b>	
Insurance Requirement Waived by County Counsel	

### Clerks Notes:

Monitored by:
Audited By:
Prepared by:

<b>Status:</b>
Report Completed
New File
Existing File

<b>Contract Notes:</b> Solid Waste Transport from County Transfer Station to Anderson Landfill in Shasta County
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To Dept for filing with Contract
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*Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.*

# TRANSPORT FRANCHISE



**USA Waste of California, Inc.**

**TRANSPORT**  
**Solid Waste Transport**  
**From County Transfer Station**  
**To Anderson Landfill in Shasta County**

Franchise Date: January 1, 2020

Expiration Date: December 31, 2029

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The County of Glenn, a political subdivision of the State of California (County), and USA Waste of California, Inc., a Delaware corporation (Contractor) enter into this Transport Franchise as of the franchise date.

**"Franchise Date"** is the date identified on the title page of the Master Franchise (repeated on this Transport Franchise).

**FINDINGS.** The County Board finds as follows:

The findings in the Master Franchise specifically related to this Transport Franchise are summarized here:

1. The County must protect public health and the environment and provide timely, continuous, comprehensive collection of solid waste, especially putrescible waste that harbors vectors and vermin. It must provide solid waste management services. It meets this responsibility in part by providing for disposal of solid waste collected in the County at the County's landfill.
2. The County Landfill closed in October of 2019. Prior to closure, commercial waste haulers and self-haulers discarded solid waste from the unincorporated County and incorporated cities of Orland and Willows.
3. The County has developed a transfer station that has replaced its landfill. Solid waste which was discarded at its landfill is now discarded at the transfer station. The County will operate the transfer station.
4. The County is entering into a Transport Contract. The County accepts solid waste delivered to the transfer station. Customers discard solid waste on the tipping floor and County loads it into containers or trucks. A transport hauler will deliver its containers or drive its trucks to the Disposal Facility where it will discard the solid waste.
5. The County is entering into a waste disposal services contract. The County procured this Transport Franchise at the same time that it procured the Disposal Franchise to transport waste from its transfer station to the Disposal Facility. County will pay the Transport Franchisee service fees from County's Solid Waste Enterprise Fund.

## Glossary

Words in this Transport Franchise have the meanings defined in the Glossary of the Master Franchise and this Glossary, whether capitalize or lower-cased font.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Deliver, Delivered, Delivery</b>	In accordance with 3E.
<b>Disposal Facility</b>	Title page of this Transport Franchise and described in EXHIBIT 3A.
<b>Master Franchise</b>	The Exclusive Solid Waste Master Franchise that County and Transport Franchisee entered into on the franchise date.
<b>Key Personnel</b>	4E
<b>Monthly Report</b>	10A
<b>Operating Hours</b>	8 a.m. to 5:00 p.m., 6 days a week, or other times agreed to by the parties. However, the Anderson Landfill will be open 7:30 am – 3:30 pm M-F and from 7:00 am to 12:00 pm on Saturdays.
<b>Service Day</b>	Master Franchise Glossary.
<b>Service Fee</b>	Described in 8
<b>Service Fee Schedule</b>	Exhibit 8A
<b>Service Plan (Transport Plan)</b>	Exhibit 3
<b>Solid Waste</b>	Glossary of the Master Franchise.
<b>Subcontractor</b>	1D
<b>Transfer Station</b>	County-owned-and-operated solid waste facility for transferring solid waste into larger containers or trailers for transport to the Disposal Facility.
<b>Transport</b>	Moving solid waste from the County Transfer Station to the Disposal Facility.
<b>Transport Containers</b>	All equipment and rolling-stock used to transport solid waste from the Transfer Station to the Disposal Facility. It may include tractor-trailers, intermodal containers, flatcars, bogies and chasses.
<b>Transport Container Document</b>	Documentation establishing a security interest to or by the Transport Franchisee encumbering or limiting the Contractor's interest in transport containers, including any replacement or substitute equipment. Examples include (including a lease, rental agreement, installment purchase contract, financing contract, acquisition over time, mortgage or other instrument.
<b>Transport Franchise</b>	This contract, including all exhibits and attachments, as may be amended.

<b>Transport Franchisee</b>	USA Waste of California, Inc.
<b>Transport Guaranty</b>	3C1
<b>Transport Plan (Service Plan)</b>	Exhibit 3
<b>Transport Services</b>	A1

## SECTION 1 – FRANCHISE GRANT

- A. **Exclusive Grant and Acceptance.** County grants to Transport Franchisee and Transport Franchisee accepts the exclusive right and privilege, together with the obligation, to provide solid waste transport services, including transporting from the Transfer Station and transporting to and discharging at the Disposal Facility.

**“Transport Services”** means every obligation, responsibility, guaranty and duty that Transport Franchisee has under this Transport Franchise.

- B. **Exclusions.** The grant, privilege and obligation excludes solid waste handling services for any type of solid waste, such as organic waste or recyclables, discarded separately from other solid waste.
- C. **Definition of Rights.** Transport Franchisee confirms acknowledgements under the Master Franchise.
- D. **Subcontractor.** Initially, Transport Franchisee will provide solid waste transport services through its subcontract with Tiger Lines, LLC. Transport Franchisee is primarily obligated under this Transport Franchise. It will ensure that Tiger Lines, LLC meets all subcontracted obligations.

Transport Franchisee must secure County consent to change transport services through any other subcontract or agreement with anyone other than Tiger Lines, LLC.

**“Subcontractor”** means anyone that enters into a subcontract or other agreement to provide any or all transport services. As of the Franchise Date, Subcontractor is Tiger Lines, LLC.

## SECTION 2 - TERM

- A. **Term.** The Master Franchise contains the term and term extensions.
- B. **Continuing Obligations After Expiration or Termination.**
1. **Cooperation During Transition to New Contractor.** When this Transport Franchise expires or terminates, Transport Franchisee will cooperate fully with County and succeeding contractor(s), licensee(s), permittee(s) or other person providing similar solid waste transport services. Transport Franchisee acknowledges that the intent of this obligation is to assure a smooth, efficient, orderly, timely and effective transition and delivery of Transport services from Transport Franchisee to the succeeding service provider. This Section does not preclude County, at its discretion, from entering into a succeeding agreement with Transport Franchisee to provide solid waste management



services like transport services. Cooperation includes giving County records kept under this Transport Franchise promptly upon County request, in the format specified by the County.

- C. **Execution of Collection Franchise Agreements.** The effectiveness of this Agreement and the obligation of each Party to perform its undertakings provided by this Agreement is subject to Collection Franchise agreements being executed, on or before January 1, 2020, between Franchisee and County, Franchisee and the City of Orland, and Franchisee and the City of Willows. Franchisee may waive this requirement at its discretion.

### **SECTION 3 - SCOPE OF TRANSPORT SERVICES.**

#### **A. Containers.**

1. **Specifications.** Transport Franchisee will acquire, maintain, repair, replace, inventory and provide transport containers (e.g., possum bellies or walking floor) to provide timely transport services, specifically to be available for loading at the Transfer Station when County needs them. Containers must be compatible with Transfer Station operations, and must meet legal requirements for storage and transport of solid waste, including those contained in Exhibit 3B of the Master Franchise such as covering loads. Transport Franchisee containers generally are not leak-proof, and it is expected there will be some leakage from trailers that sit overnight with waste material and when there is rain. It will be County's responsibility to ensure any leakage is managed in an appropriate manner. Transport Franchisee represents that prior to signing this Transport Franchise it inspected the Transfer Station to confirm its dimensions
2. **Staging.** Transport Franchisee will stage two transport containers at the Transfer Station each day at no additional cost to County. Upon request of County, Transport Franchisee will stage additional transport containers at the transfer station at the cost of \$1,000.00 per month or \$32.88 per day for each additional transport container. Said cost shall be set forth as a line item on the monthly statement submitted to County for payment and, if the additional transport container remains for less than an entire month, the additional cost shall be prorated to reflect the number of days that the additional transport container remains at the Transfer Station.
3. **Storage.** Transport Franchisee may park, store, maintain and repair transport containers and trucks at areas identified by County at the Transfer Station. Transport Franchisee will prevent transport containers from interfering with Transfer Station operations or posing a danger to the public entering and exiting the Transfer Station or to County employees working at the Transfer Station. Transport Franchisee may not wash transport containers at the Transfer Station; however, Transport Franchisee may wash transfer trucks.

4. **Solid Waste Storage.** Transport Franchisee will not store solid waste on the grounds of the Transfer Station except inside transport containers. Transport Franchisee will use best efforts to minimize storage to avoid creating nuisances, including odor, and prevent threats to public health and safety including attraction of vermin and vectors.
5. **Cleanliness – Appearance and Health.** Transport Franchisee will keep trucks, tractors and transfer trailers clean. It will thoroughly wash their exterior at least monthly. It will clean the insides with pressurized hot water at least once each Contract Year. Transport Franchisee will repaint/refurbish transport containers so that they present an acceptable appearance to residents of the County.
6. **Labels.** Transport Franchisee will clearly mark Contractor's, or its Subcontractor's, name and identification number on transport containers.

**B. Loading.**

1. **County's Obligations.** County shall be responsible for loading the transport containers. County will use reasonable business efforts to load transport containers within weight limits under law and shall be responsible for moving the transport containers in and out of the Transfer Station. County will add or remove solid waste from containers at Transport Franchisee request.
2. **Transport Franchisee's Obligations.** During Transfer Station operating hours, Transport Franchisee will provide empty transport containers as determined by the County and communicated to Franchisee (or Subcontractor) by 2:00 p.m. the previous day. The initial expectation is that there would be four trailer loads per day. County, Transport Franchisee and Tiger Lines may revise this communication protocol as needed.

- C. Liability for Solid Waste Storage.** The Parties acknowledge and understand that solid waste can be volatile and constitutes a substantial risk danger from fire and/or combustion and for this reason, best efforts should be made to minimize the amount of time that solid waste is allowed to remain at the Transfer Station. Therefore, at the end of each day, County will load all solid waste accumulated at the Transfer Station into transport containers and move the transport containers out of the Transfer Station into an area designated for storage of loaded transport containers. While loaded transport containers remain on the grounds of the Transfer Station, Transport Franchisee shall assume full responsibility for any damage caused by fire and/or combustion to any transport container and County shall assume full responsibility for any damage caused to the Transfer Station or the Transfer Station grounds.

**D. Transport.**

1. **Week-day Transport.** Transport Franchisee will not knowingly transport loads of solid waste exceeding the weight limits required by law. It will transport them from the Transfer Station to the Disposal Facility at least every other day or more frequently as

provided in its Transport Plan or as may be necessitated by storage limitations at the Transfer Station. It will transport more than one load each day at County's request. It will provide a second container for loading while a first container is transporting solid waste to the Disposal Facility.

**Transport Guaranty is the transport services under this Section.**

2. **Weekend Transport.** On Saturdays that are not Federal Holidays, Transport Franchisee will provide a transport container and transport it to the Disposal Facility. It will check with County to determine if it must provide a second container. This weekend transport service (up to two loads) is part of the Transport Guaranty for service throughout 12 Saturdays each contract year. County will pay no additional service fee for the first 12 Saturdays (up to two loads) but will pay Transport Franchisee service fees for each additional Saturday request thereafter.

**E. Back-up Disposal Facility.**

1. **County Designation.** If the Disposal Facility is not accepting solid waste, upon County request, Transport Franchisee will transport solid waste to a backup disposal facility requested by the County.
2. **Service Fee.** The County will pay Transport Franchisee the service fee set forth in Exhibit 8 for transporting solid waste from the Transfer Station to the backup disposal facility.

- F. Transport and Disposal.** Transport Franchisee will deliver transport containers to the Disposal Facility, or a backup disposal facility requested by County, secure a weigh receipt, and dispose of the solid waste as directed by personnel at the Disposal Facility.

- G. Service/Operations Plan.** Transport Franchisee acknowledges that timely, efficient, smooth and orderly transport and disposal of solid waste to the satisfaction of County residents and County is of the utmost importance to County. Therefore, Transport Franchisee will develop a Transport Plan to detail how it will meet its service obligations, including: the frequency and protocol of removing transport containers from the Transfer Station and transporting them to the Disposal Facility; the identification of its route to and from the Disposal Facility; the protocol and equipment for delivering solid waste to, and disposing of solid waste at, the Disposal Facility; obtaining permits for transport; and an emergency back-up plan. Transport Franchisee will adhere to its Transport Plan and direct employees to work overtime and/or add extra shifts, as necessary, to assure timely implementation of the Plan. Transport Franchisee will submit written status reports to the County on a weekly basis, commencing no later than the Friday of the week following the execution date and promptly upon request, meet with the County to review implementation progress. Transport Franchisee will annually update the Transport Plan to reflect changes in operations.

## **SECTION 4 - SERVICE STANDARDS.**

In addition to the service standards provided in Master Franchise, Transport Franchisee will provide service under the service standards in this section.

### **A. Transport.**

1. **Routes.** Transport Franchisee will use street, road and highway routes within the boundaries of the County as County and its cities may direct.
2. **Litter and Leaks.**
  - a. **Litter.** Transport Franchisee will enclose, cover or seal all transport containers prior to leaving the Transfer Station. If any material escapes, drops, spills, scatters, or is littered or tracked from the transport containers during transport within the County onto private or public property Transport Franchisee will equip each transport container with a broom and shovel and pickup said material.
  - b. **Liquid Leaks.**
    - i. **Prior to Leaving Transfer Station.** County will implement unpermitted waste screening protocols at the Transfer Station in accordance with law. Prior to leaving the Transfer Station, Transport Franchisee will check the transport container to ensure that it is not leaking more than a minimal amount of fluids, including either waste fluids from a trailer or automotive fluids from a tractor. If Transport Franchisee observes leaking of more than a minimal amount of fluids, Transport Franchisee will notify the County; place the loaded transport container in the staging area at the Transfer Station; and to allow the waste fluids to drain out of the transport container.
    - ii. **During Transport.** Transport Franchisee will prevent oil, hydraulic fluid, paint or other liquid from leaking out of transport containers during transport. Transport Franchisee will cover leaks with absorptive materials, remove those materials from the ground and apply a cleaning agent to cleanse the soiled spot. Transport Franchisee will stock each transport container with petroleum absorbent materials.
    - iii. **Timing.** Transport Franchisee will sweep up litter and clean up spills immediately upon discovery and within four (4) hours of telephonic or written direction of the County. If Transport Franchisee does not clean up litter or leaks in four (4) hours, the County may clean them up. Transport Franchisee will reimburse County for County's reimbursement costs thereof.

- iv. **At the Disposal Facility.** If Transport Franchisee documents and reports to satisfaction of County that waste fluids or unpermitted waste were discovered during routine screening for unpermitted waste at the Disposal Facility more than three times in a 6-month period, then County will reimburse the Transport Franchisee for Contractor's direct costs associated with handling the fluid or unpermitted waste. Transport Franchisee will promptly notify County of each incident and cooperate with County's investigations to determine its source.

- B. **Key Personnel.** County may ask Transport Franchisee to replace employees under Section 4F of the Master Franchise.

#### **SECTION 5 - COUNTY OBLIGATIONS.**

- A. **Exclusivity.** County will not contract with anyone other than Transport Franchisee to transport solid waste from the Transfer Station to the Disposal Facility except if Transport Franchisee is not providing service. However, County does not guaranty to transfer any specific weight or volume of solid waste.
- B. **Container Repair.** County will either repair damage to transport containers such a rips and tears in their lids, walls, doors, or floors, resulting from the tamping of solid waste during loading by County or pay Contractor's direct cost of making repairs. The County is not obligated to repair damages not caused by County or those from normal wear and tear, including dings, dents, or bulging of the transport containers' lids and walls.
- C. **Load Check.** County will check waste delivered to the Transfer Station, including waste delivered by self-haulers, to identify unpermitted waste as required in its solid waste facility permit for the Transfer Station. The County will not knowingly load any unpermitted waste into containers for transport to the Disposal Facility.
- D. **Tipping.** County will observe discharge of waste at the Transfer Station, including discharge by Transport Franchisee and third parties, such as self-haulers.

#### **SECTION 6 - DIVERSION.**

County may develop, encourage and participate in solid waste diversion activities, including source reduction, recycling and recovery that might reduce the amount of transported solid waste.

#### **SECTION 7 - OWNERSHIP OF SOLID WASTE; DISCLAIMERS.**

- A. **Ownership.** Permitted solid waste becomes the property of Transport Franchisee when loaded into the containers.

**B. Amount and Characterization.**

1. **Disclaimers.** County and Transport Franchisee confirm their disclaimers with respect to unpermitted waste under Section 7B of the Master Franchise. Unpermitted waste does not become the property of Transport Franchisee when transported from the Transfer Station to the Disposal Facility. Neither County nor Transport Franchisee warrant that solid waste loaded at the Transfer Station contains no unpermitted waste except that this disclaimer shall not apply to any waste collected from a County facility.
2. **No Contractor.** Transport Franchisee will not make any claim against County based on any estimates, projections, interpretations of information in connection with the Request for Proposals and procurement of this Transport Franchise, including statements of solid waste quantities or content. In this paragraph "County" includes any officer, employee, agent, or consultant of County.

**SECTION 8 –SERVICE FEES / BILLING.**

**A. Service Fees.**

1. **Amount.** Subject to the receipt of weekly reports required by Section 3F, County will pay Transport Franchisee service fees from the County's solid waste enterprise fund in an amount each month based on the number of tons of solid waste that Transport Franchisee transports to the Disposal Facility, or alternate facility as provided herein, multiplied by the applicable service fee set forth in Exhibit 8, as adjusted. The County does not guaranty tonnage volume.
2. **Payment Protocol.** County will pay Transport Franchisee service fees on or before the 20<sup>th</sup> day of the following month. County will pay the service fees to Transport Franchisee based on records submitted by Transport Franchisee satisfactory to the County, including weight records, if any, generated prior to leaving the Transfer Station and weigh tickets generated at the Disposal Facility for each transport container (load) that Transport Franchisee delivered to the Disposal Facility.

**B. Adjustment.** Service fees will be adjusted under Exhibit 8.

**C. Invoice.** Transport Franchisee will use the form of invoice satisfactory to County.

**SECTION 9 - RECORDS.**

**A. Types.** Transport Franchisee will keep records required under the Master Franchise, in the media required under the Master Franchise, and the following:

<b>SECTION</b>	<b>RECORD</b>
<b>8A2</b>	Tons of solid waste that Transport Franchisee transported from the Transfer Station, including time and date, if weighed at the Transfer Station.
<b>8A2</b>	Tons of solid waste that Transport Franchisee delivered to the Disposal Facility, including time and date.
<b>3A1</b>	Inventory of transport containers.
	Vehicle maintenance program summary and CSA scores.
<b>4A2a</b>	Instances of litter clean up.
<b>4A2b</b>	Instances of spills.
	Training for drivers; drivers' licenses.

**B. Inventory.** Transport Franchisee will maintain a current inventory of transport containers including:

1. Maintenance yards and facilities;
2. Transport containers described by volume, size and specifications;
3. Transport containers that are tractor-trailers;
4. Tractors described by type (i.e. manufacture and model number for cab, chassis and body; and descriptive notation said as front-end loader, compactor etc.);
5. Number;
6. DMV license number;
7. The age of the chassis and body;
8. Type of body (open-top, closed etc.);
9. Type of fuel used;
10. Feed and practical or net capacity, including bins or compartments, as applicable;
11. Weight;
12. The date of acquisition;
13. The maintenance and rebuilt status;
14. Lease or installment purchase information;

15. Warranty information; and
16. Computer hardware and software for record-keeping, including weighing transport containers and preparing bills.

## **SECTION 10 - REPORTS**

### **A. Monthly Reports.** In its monthly report Transport Franchisee will include:

1. Information required in the Master Franchise;
2. A summary of the daily records for tonnage of solid waste, volume or amount, Number of transport container loads transported to the Disposal Facility;
3. Any extraordinary occurrences affecting the Contractor's performance, including occurrences affecting the Disposal Facility and Transport;
4. Permit compliance status;
5. Changes in the status and readiness of the back-up transport;
6. Documentation regarding unpermitted waste, if any, gathered, produced and/or retained at the Disposal Facility;
7. A discussion of service or operational problems and resolution thereof or planned therefore; and
8. Additional information reasonably requested by County related to any or all of the Master Franchise, Transport Franchise, and transport services.

### **B. Annual Reports.** In its Annual Report, Transport Franchisee will include the following information and statements: (1) Information required in the Master Franchise; and (2) Additional information reasonably requested by County related to transport services.

### **C. Weekly Reports.** In its weekly report Transport Franchisee will include a summary of the daily records for tonnage of solid waste and number of transport container loads transported to the Disposal Facility.

## **SECTION 11 - INDEMNIFICATION.**

Transport Franchisee will provide indemnification under the Master Franchise.



**SECTION 12 - INSURANCE / FINANCIAL ASSURANCE**

- A. **Insurance.** Transport Franchisee will maintain insurance required are under the Master Franchise. In addition, Transport Franchisee will ensure that Subcontractor maintains insurance that Transport Franchisee deems sufficient.
- B. **Stated Amount of Financial Assurance.** During the first franchise year "Stated Amount" is listed in Attachment 12B, and the performance bond is attached as Exhibit 12B.

**SECTION 13 - BREACHES AND DEFAULTS.**

- A. **Breach, Notice & Cure.** If Transport Franchisee breaches the Master Franchise or this Transport Franchise, it has the right to cure under Section 13 of the Master Franchise. County will give notice and confer with Transport Franchisee under Section 13 of the Master Franchise.

"Breach" means Contractor's failure to meet any obligation under this Transport Franchise, including timeliness.

- B. **Default.**

"Event of default" means each item listed in the Master Franchise and the following in the table.

EVENT OF DEFAULT		TERMINATION DATE or days following County notice of default)
Failure to transport to Disposal Facility	<p><i>Unless due to uncontrollable circumstances (defined in the Master Franchise) or driving conditions which make performance hereunder unsafe, Transport Franchisee fails to transport solid waste from the Transfer Station to the Disposal Facility for:</i></p> <ul style="list-style-type: none"> <li>• 3 or more consecutive days; or</li> <li>• 3 days in the aggregate in any 12-month period.</li> </ul>	30 days

**SECTION 14 - REMEDIES / ENFORCEMENT.**

- A. **Under the Master Franchise.** County may exercise all remedies under the Master Franchise.

**B. Damages.**

1. **Liquidated damages.** The Parties acknowledge that County incurred considerable time and expense procuring this Transport Franchise to remove and discard of solid waste, especially putrescible solid waste (garbage) to protect human health and the environment; that consistent and reliable services are of the utmost importance to County's protection of human health and the environment to prevent garbage and refuse from accumulating and attracting vermin, vectors and disease; and, that the following liquidated damages represent a reasonable estimate of the amount of damages, considering all circumstances existing on the franchise date, including:
  - a. The relationship of the sums to the range of harm to County that reasonably could be anticipated, and;
  - b. Anticipation that proof of actual damages would be costly or inconvenient.

Therefore, in accordance with Section 14 of the Master Franchise with respect to notice and conference, Transport Franchisee will pay the following:

Section	Failure	Amount
3B	For each 3 <sup>rd</sup> or more failure each year to make a transport container available for loading within previously agreed upon schedule.	\$100
3C	Failure to deliver a transport container to the Disposal Facility upon County request.	\$250/load that is not delivered

By placing initials below, each party explicitly confirms that the preceding statements are accurate and the fact it has had ample opportunity to consult with legal counsel and obtain an explanation of liquidated damage provision prior to signing this Transport Franchise.

Contractor

County

Initial Here: 

Initial Here: 

2. **Compensatory Damages.** Transport Franchisee will pay County damages in amounts equal to the County's reimbursement costs for fines or penalties levied by regulatory agencies for breaches of Transport Franchisee's obligations under this Transport Franchise, including:

Section	Damages
3B	If solid waste remains on the tipping floor of the County's Transfer Station, because Transport Franchisee failed to provide a transport container as required herein.
3C	For failure to transport loaded transfer containers from the Transfer Station as required herein.

3. **"Failure".** In this section one "failure" means each occurrence of specified breach of not for aggregate instances of those individual breaches. (For example, failure to make containers available for loading two times in one day is two breaches.).
- C. **County's Right to Perform Services.** If Transport Franchisee defaults under its Transport Guaranty, and fails to cure as provided herein, County may exercise its rights under the Master Franchise and the additional rights described in this Section.
1. **Performance.** The County may perform, or contract for the performance of, any or all Contractor's performance obligations. If County's costs (including the costs of back-up transportation) exceed the service fees that County would owe Transport Franchisee if Transport Franchisee had satisfied its Performance Obligations, then Transport Franchisee will pay County the amount of County's reimbursement costs that exceed the service fee the County would have paid.
  2. **Records and Reports.** Upon County request, Transport Franchisee will give County immediate access to, or possession of, records, including records related to routing, transport and both solid waste and unpermitted waste disposed by Contractor.
  3. **Costs.**
    - a. **Uncontrollable Circumstance.** If the Transport Franchisee is not providing transport services because of uncontrollable circumstances, then County will reimburse Transport Franchisee for the following costs that Transport Franchisee is not otherwise then being compensated, including through insurance proceeds or service fees: (1) Additional premiums or other costs related to maintaining insurance coverage; (2) Rental fees for County's use and possession of transport containers equal to fair market value thereof as determined by an independent appraiser selected by the parties in the same manner as they select the independent expert to determine disputes under the Master Franchise; and (3) Contractor's direct costs of fueling and maintaining transport containers' tractors, if County asks Transport Franchisee to provide maintenance, and Contractor's direct cost of making Contractor's personnel available to County.
    - b. **Not Uncontrollable Circumstances.** If the Transport Franchisee is not providing transport services for causes that are not uncontrollable circumstances, then

County will not be obligated to pay or reimburse Transport Franchisee for any costs.

4. **Stipulations.** Transport Franchisee stipulates that County's exercise of rights under this Section does not: Constitute a taking of private property for which County must compensate Contractor; Create any liability on the part of County to Contractor; or Exempt Transport Franchisee from any indemnity, hold harmless or defense obligations under the Master Franchise, which parties intend to extend under this Transport Franchise. However, Transport Franchisee is not required to indemnify County against claims and damages arising from the negligence of County personnel, but not Contractor's employees, and agents driving transport containers.
5. **Transport Container Documents.** Any document related to transport containers, including leases, loans, or pledges of collateral, must allow the County to possess and use them and acquire them upon expiration or termination of this Transport Franchise.
- D. **Notices.** County and Transport Franchisee will update the in Exhibit 15 B (such as named representatives and their contact, and address for Notice and service of process) upon the other's dated acknowledgement.


#### **SECTION 15 - GENERAL PROVISIONS.**

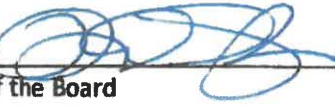
- A. **Incorporation.** This Transport Franchise is part of the Master Franchise. In this Transport Franchise the parties' have all rights and obligations that they have in the Master Franchise
- B. **Inconsistences.** Provisions of this Transport Franchise from Section 1 through the signature page will govern over any inconsistency or conflicts in any Attachment or Exhibit. Provisions of the Master Franchise will govern over any is inconsistencies or conflicts in Transport Franchise.
- C. **Notices.** Parties will give Notices under Section 15B of the Master Franchise.

**SECTION 16 - EXECUTION OF CONTRACT.**


IN WITNESS WHEREOF, County has authorized and directed the Chairman of the Board of Supervisors to sign this Transport Franchise. Transport Franchisee has authorized and directed its officers to sign this Transport Franchise. This Transport Franchise is dated the franchise date repeated on its cover.


**COUNTY OF GLENN**

By:   
Chairperson of the Board  
Type or Print Name: John K. Viegas

Attest:   
Clerk of the Board  
Type or Print Name: Di Aulabaugh

**Contractor**

By:   
President  
Type or Print Name: Barry Skolnick

ATTEST:   
Secretary:  
Type or Print Name: David Stratton

**EXHIBIT 3 Transport Plan**

**Acknowledgment:** Transport Franchisee has submitted, and County has received, the attached Transport Plan as of the later of the franchise date, evidenced by each of their signatures on the Contract, or with respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative: John K. Vign  
Date: 12/17/19

Transport Franchisee Representative: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 4B Key Personnel**

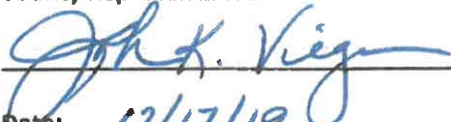
**Transport Franchisee Representative**

Name	Janice Foster
Telephone number	530-999-6034
e-mail address	jfoster3@wm.com
Mailing address	8592 Commercial Way, Redding, CA 96002
Transport Franchisee office address	Same

Individual responsible maintain records of solid waste transport under this Transport Franchise.

Name	Crystal Young
Telephone number	510-552-7024
e-mail address	<a href="mailto:Cyoung15@wm.com">Cyoung15@wm.com</a>
Mailing address	18703 Cambridge Rd, Anderson, CA 96007
Transport Franchisee office address	Same

**Acknowledgment:** Transport Franchisee has submitted, and County has received, this list of Key Personnel as of the later of the franchise date, evidenced by each of their signatures on the Contract, or with respect to subsequent changes, the following date, as evidenced by their following signatures:

County Representative:  
  
Date: 12/17/19

Transport Franchisee Representative  
  
Date:

### **EXHIBIT 1D Subcontractor (Tiger Lines, LLC)**

Subcontractor is Tiger Lines, LLC, a California limited liability company. It is a regional carrier that specialize in the transferring of municipal solid waste, recyclables, green waste and wet or dry food processing residual throughout the state of California. It will provide franchise services from its location in Lodi, CA.

**Tiger Lines, Lodi**  
927 Black Diamond Way  
Lodi, CA 95242  
800-967-8443



### **EXHIBIT 3A Transfer Facility and Service Plan**

Transfer operations will include "Possum Belly" and other types transfer trailers. The capacity of these trailers are approximately 140-cubic-yards per unit and Waste Management, through its third-party vendor Tiger Lines, expects to complete four loads per day to meet the tonnage requirements of the County. Two drivers will be utilized for daily operations. When necessary, Tiger Lines will use regional equipment. They have sufficient equipment in place today to handle additional volumes if needed. If County anticipates needing more than four (4) total loads per day, then it will provide notice to Contractor and Tiger Lines in compliance with Section 3(A)(1).

## **EXHIBIT 8 Service Fee**

The Service Fee is based on the following rates, depending on the distance from the Transfer Station by the shortest route on roads that Transport Franchisee can legally drive with transport containers (loaded or unloaded), round trip:

County will pay Transport Franchisee the following service fee for transporting solid waste from the Transfer Station to the following destinations:

### **Anderson Landfill: \$21.98 per ton**

The above rates are based on the following:

- Minimum of 22 tons per trailer will be charged

If Transport Franchisee/Tiger Lines delivers solid waste to a facility other than Anderson Landfill due to Anderson Landfill being unavailable, then per ton charge will be adjusted on a pass-through basis (no Contractor profit) based on Tiger Lines' increased charges to Contractor. Contractor will provide County with all reasonable documentation to substantiate the increased Tiger Lines charges.

## **ATTACHMENT 8B Service Fee Adjustments**

- A. 77.20% of service fee (Operations).** On each January 1, 77.2% of the service fee is adjusted by 100% of the percent change in the average annual CPI index for the periods ending the previous September 30 and the next previous September 30.
  
- B. 22.80% of service fee (Fuel).** On each January 1, 22.8% of the service fee is adjusted by 100% of the percent change in the annual average for the periods ending the previous September 30 and the next previous September 30 for the following fuel indices defined in the Master Franchise: (1) DOE Diesel; (2) DOE CNG; and EIA LNG. The adjustment for each fuel index applies only to the percentage of collection vehicles that use that fuel. For example, 20% of the fleet may use diesel and the remaining 80%, CNG.

The service fees are also subject to adjustment pursuant to Attachment 8B, Section B of the Master Agreement for increased costs or reduced revenue due to events beyond Transport Franchisee's reasonable control.

**ATTACHMENT 12B/ EXHIBIT 12B Payment and Performance Bond**

**Stated Amount.** During the first franchise year "Stated Amount" means \$50,000.  
[ATTACH PERFORMANCE BOND TO THIS EXHIBIT.]