



Department of Public Works

Kim MacFarlane, P.E.
Director

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AGENDA TUOLUMNE COUNTY BOARD OF SUPERVISORS Solid Waste Committee January 12, 2022 at 1:00 p.m.

ZOOM MEETING

Meeting ID: 833 6298 8288

Passcode: 273058

AIRPORTS
Airports Manager
Benedict Stuth
209.533.5685

BUSINESS
Senior Accountant
Janelle Kostlivy
209.533.5972

ENGINEERING
Supervising Engineer
Blossom Scott-Heim, P.E.
209.533.5904

FLEET SERVICES
Fleet Services Manager
Mike Young
209.536.1622

**GEOGRAPHIC
INFORMATION
SYSTEMS**
GIS Coordinator
Madeline Amlin
209.533.6592

ROAD OPERATIONS
Road Superintendent
Mike Cognetti
209.533.5609

SOLID WASTE
Solid Waste Director
Jim McHargue, REHS
209.533.5588

SURVEYING
County Surveyor
Warren Smith, L.S.
209.533.5626

1. ASSEMBLY BILL 361

Consideration of Adopting Resolution 2022-01 Making Findings in Support of Authorizing Remote Meetings Pursuant to AB361 (Modified Brown Act Procedures During a Declared Emergency).

2. INTRODUCTIONS

A. Moment of silence honoring Ms. Alissa Hartwig

3. PUBLIC FORUM

The public may speak on any item not on the printed agenda. No action may be taken by the Committee. The amount of time allocated for the public forum is limited to 15 minutes.

4. COMMITTEE BUSINESS

A. Consideration of the Minutes of the meeting on November 10, 2021.

B. Updates/Reports

- Franchise Agreements (3), Transfer Station Agreements (2), Disposal Agreement, E-Waste Agreement
- Clean CA Grant Program – Caltrans
 - County Mascot School Contest
 - Free Dump Days tentatively set for April

5. ACTION ITEMS

- A. Consideration and direction on Cal Sierra/Waste Management extended service interruptions
- B. Consideration and direction on drafting a new ordinance as required by CalRecycle regulations for SB 1383 implementation
- C. Consideration and direction on 5-year extension to the Big Oak Flat/Groveland Transfer Station operation agreement with Moore Brothers Scavenger Co.
- D. Consideration and direction on increasing fines for illegal dumping in the Tuolumne Ordinance Code

6. COMMITTEE MEMBER REPORTS

7. ADJOURNMENT

The Board of Supervisors Solid Waste Committee serves as an advisory group to the Board of Supervisors by reviewing, commenting on and recommending new and/or modifications to existing policy related to the Solid Waste Collection, management and disposal systems within the County.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Department of Public Works at (209) 533-5601. Notifications 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting

(28CFR Part 35 ADA Title II).

Solid Waste Committee/Local Task Force

County of Tuolumne

**FINDINGS OF THE SOLID WASTE COMMITTEE/LOCAL TASK FORCE
AUTHORIZING REMOTE TELECONFERENCE MEETINGS
OF THE SOLID WASTE COMMITTEE/LOCAL TASK FORCE
FOR THE PERIOD JANUARY 12, 2022-FEBRUARY 11, 2022
PURSUANT TO THE RALPH M. BROWN ACT.**

WHEREAS, all meetings of SOLID WASTE COMMITTEE/LOCAL TASK FORCE and its legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code §§ 54950 – 54963), so that any member of the public may attend, participate, and view the legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions and requirements; and

WHEREAS, a required condition of Government Code section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558(b); and

WHEREAS, a further required condition of Government Code section 54953(e) is that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body holds a meeting to determine or has determined by a majority vote that meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency declaring a state of emergency exists in California due to the threat of COVID-19, pursuant to the California Emergency Services Act (Government Code section 8625); and,

1 **WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-07-21, which
2 formally rescinded the Stay-at-Home Order (Executive Order N-33-20), as well as the framework for a
3 gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020) but did
4 not rescind the proclaimed state of emergency; and,

5 **WHEREAS**, on June 11, 2021, Governor Newsom also issued Executive Order N-08-21, which set
6 expiration dates for certain paragraphs of the State of Emergency Proclamation dated March 4, 2020 and
7 other Executive Orders but did not rescind the proclaimed state of emergency; and,

8 **WHEREAS**, as of the date of this Findings, neither the Governor nor the state Legislature have
9 exercised their respective powers pursuant to Government Code section 8629 to lift the state of emergency
10 either by proclamation or by concurrent Findings the state Legislature; and,

11 **WHEREAS**, the California Department of Industrial Relations has issued regulations related to
12 COVID-19 Prevention for employees and places of employment. Title 8 of the California Code of
13 Regulations, Section 3205(5)(D) specifically recommends physical (social) distancing as one of the
14 measures to decrease the spread of COVID-19 based on the fact that particles containing the virus can travel
15 more than six feet, especially indoors; and,

16 **WHEREAS**, the SOLID WASTE COMMITTEE/LOCAL TASK FORCE finds that state or local
17 officials have imposed or recommended measures to promote social distancing, based on the California
18 Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title
19 8 of the California Code of Regulations, Section 3205(5)(D); and,

20 **WHEREAS**, as a consequence, the SOLID WASTE COMMITTEE/LOCAL TASK FORCE does
21 hereby find that it shall conduct its meetings by teleconferencing without compliance with Government
22 Code section 54953 (b)(3), pursuant to Section 54953(e), and that such legislative bodies shall comply with
23 the requirements to provide the public with access to the meetings as prescribed by Government Code
24 section 54953(e)(2).

25 ///

26 ///

27 ///

28 ///

1 **NOW, THEREFORE, BE IT RESOLVED, FOUND AND ORDERED** by the SOLID WASTE
2 COMMITTEE/LOCAL TASK FORCE, County of Tuolumne, State of California, in regular session
3 assembled on January 12, 2022 does hereby resolve as follows:

4 Section 1. Recitals. All of the above recitals are true and correct and are incorporated into this
5 Findings by this reference.

6 Section 2. State or Local Officials Have Imposed or Recommended Measures to Promote Social
7 Distancing. SOLID WASTE COMMITTEE/LOCAL TASK FORCE hereby proclaims that state officials
8 have imposed or recommended measures to promote social (physical) distancing based on the California
9 Department of Industrial Relations' issuance of regulations related to COVID-19 Prevention through Title
10 8 of the California Code of Regulations, Section 3205(5)(D).

11 Section 3. Remote Teleconference Meetings. The SOLID WASTE COMMITTEE/LOCAL
12 TASK FORCE is hereby authorized and directed to take all actions necessary to carry out the intent and
13 purpose of these Findings including, conducting open and public meetings in accordance with Government
14 Code section 54953(e) and other applicable provisions of the Brown Act.

15 Section 4. Effective Date. These Findings shall take effect immediately upon its adoption and
16 shall be effective until the earlier of (i) January 12, 2022, or (ii) such time the SOLID WASTE
17 COMMITTEE/LOCAL TASK FORCE adopts a subsequent Findings in accordance with Government
18 Code section 54953(e)(3) to extend the time during which its legislative bodies may continue to
19 teleconference without compliance with Section 54953(b)(3).

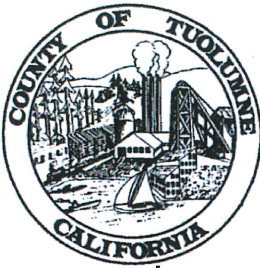
20 ADOPTED this ____ day of _____, 2022 by SOLID WASTE COMMITTEE/LOCAL
21 TASK FORCE, by the following vote:

22
23 YES:

24 NO:

25 ABSENT:

26 ABSTAIN:



Department of Public Works

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Director

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MINUTES **UNAPPROVED**

Board of Supervisors Solid Waste Committee (BOSSWC) Wednesday, November 10, 2021 at 1:00p.m.

AIRPORTS
Airports Manager
Benedict Stuth
209.533.5685

BUSINESS
Senior Accountant
Janelle Kostlivy
209.533.5972

ENGINEERING
Supervising Engineer
Blossom Scott-Heim, P.E.
209.533.5904

FLEET SERVICES
Fleet Services Manager
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SURVEYING
County Surveyor
Warren Smith, L.S.
209.533.5626

PRESENT: Chair Ryan Campbell; Vice-Chair David Goldenberg; Jim Garaventa, Sonora City Council

STAFF: Kim MacFarlane, Director of Public Works; Jim McHargue, Solid Waste Director; Diane Green, Solid Waste Specialist; Monique Figueroa, Solid Waste Administrative Technician; Emma Hawks, Administrative Assistant; Blossom Scott-Heim, Supervising Engineer; Brian Bell, Chief Building Official.

ABSENT: Amy Welch, Solid Waste Technician.

GUESTS: Sheriff Pooley, Tuolumne County Sheriff; Cassandra Jenecke, District Attorney; Jeff Snyder, Supervising District Attorney Investigator; Sam Sherman, Acting District 10 Clean California Coordinator; Monique Holcomb, Tuolumne County Visiting Center; Larry Sweetser, Sweetser & Associates; Vanessa Barberis, Waste Management; Jason Revord, 1pileatatime; Trisha Revord, 1pileatatime; 3 additional members of the public.

CALL TO ORDER

Chair Ryan Campbell called the meeting of November 10, 2021 to order at 1:03 p.m.

Chair Campbell suggested we first address Assembly Bill 361 Consideration of Adopting Resolution 2021-01 Making Findings in Support of Allowing Remote Meetings Pursuant to AB361 (Modified Brown Act Procedures During a Declared Emergency).

Jim McHargue, Solid Waste Director informed everyone that in response to AB361 we would need to adopt this resolution today and every month after at the beginning of each meeting.

Chair Campbell asked if there was any public comment. None noted.

It was moved by Councilman Garaventa and seconded by Vice-Chair David Goldemberg.

Chair Campbell called for the vote: Ayes 3; Noes 0; abstain 0

Chair Campbell asked if it was ok with everyone in attendance if we could move back the Public Forum and move directly to Action Item B Dump Cameras due to having law enforcement in today's meeting.

Everyone agreed.

ACTION ITEM B

Mr. McHargue expressed that he would like to have a general discussion regarding the dump cameras, how to collect evidence, who is going to collect the evidence, and how it would be used, and in what form is acceptable to our law enforcement partners.

Sheriff Bill Pooley, Tuolumne County Sheriff stated that we can have cameras placed anywhere it is legal to have them. He also expressed the need to get enough video to show who is doing the dumping whether that is by capturing a license plate in the video or by digging through the debris to retrieve a name. Although Sheriff Pooley loves the idea of the dump cameras he is concerned about staffing, at this time he does not have a body to dedicate to a task force to do the research and the leg work that he feels the DA would need in order to prosecute.

Cassandra Jenecke, District Attorney agreed stating that she does not have a problem with filing or prosecuting these types of cases however her main concern is that these cases will be investigated in a way that she is confident that past the filing process she is able to get a conviction in front of a jury. An example she gave was the recent illegal dumping in front of Resiliency Village. The public had a huge part in finding out who the individual they felt was responsible for the illegal dumping. Ms. Jenecke feels what the problem is with these types of cases is that judges, jury's and attorneys will be expecting a consistency in how these cases are processed and by whom.

Brian Bell, Chief Building Official agreed that the investigations process needs to be conducted by someone who has had the appropriate training.

Kim MacFarlane, Director of Public Works stated that Solid Waste does not have the trained staff to conduct these investigations as well.

Chair Campbell spoke up with concern asking who is then going to be responsible for collecting evidence if the Sheriff's Department doesn't have the staff for it and neither does Code Compliance or Solid Waste.

Sheriff Pooley intervened and stated that in the past that The Rural Crimes or Agricultural Crimes Deputy would be responsible for handling these types of cases. He may have someone available in March of 2022 who is interested in this position. In the meantime, we are better off focusing on getting things cleaned up so others do not add to the piles of illegal dumping.

Ms. Jenecke added one thing for everyone to remember was that adding a program like this with dump cameras would require someone to devote time to reviewing the footage. This would be extremely time consuming even on fast-forward.

Chair Campbell asked without getting into the dump cameras what if there was a hypothetical situation where we could see in broad daylight someone illegal dumping, who in the county would be responsible for interviewing witnesses and collecting evidence to move forward.

Sheriff Pooley spoke up and answered that if there is a onetime occurrence of illegal dumping his department would be responsible for the investigation, however if we are seeking a full time task force he is not able to provide trained staff at this time.

Mr. McHargue took this time to remind everyone that there are two paths that we are looking at here regarding the issue of illegal dumping. First would be the criminal path regarding law enforcement and second would be to utilize our Ordinance Code and Code

Compliance Department which could issue fines and penalties.

Mr. Bell went into more depth stating that from a Code Compliance and Ordinance Code administrative perspective they will be looking into those cases, sending notices, investigating mail to identify who those violators are.

Larry Sweetser of Sweetser & Associates who also happens to be a member of the Illegal Dumping Technical Advisory Committee through CalRecycle states that the committee is serves as a clearing house for gathering a lot of the information and as a resource to answer many of the questions that we are asking. He assures that many other jurisdictions are having the same issues as we are when it comes to Illegal dumping. One thing to do is to make sure to clean up dump piles as soon as possible as they are eye catching and will attract others to dump as well. Next step would be to educate and enforce. Enforcement is done by Code Enforcement and Law Enforcement getting involved. There are committees being formed in other counties which consist of members of these departments and Mr. Sweetser would encourage others to get involved by visiting the committee website.

Sheriff Pooley mentioned having this issue with graffiti in Riverbank CA and one tact they used was to put up a camera with a blue light that would flash along with a sheriff's sticker and signs stating that you are under surveillance as more of a deterrent and that we might want to think of doing something along those lines.

Chair Campbell informed everyone that this had been tried in the past on Yankee Hill Rd. The cameras always got stolen even when they were hidden. Unfortunately, we do not have anyone around to monitor the equipment.

Monique Holcomb, Tuolumne County Visiting Center mentioned that technology has changed and even if the cameras were to be stolen the data would be saved.

Vice-Chair David Goldenberg asked about the chain of custody regarding the evidence from the dump camera footage.

Ms. Jenecke stated that as technology grows it gets more complicated for her department. Her concern would be the chain of custody of the evidence and how the evidence is maintained and presented to a jury. Ms. Jenecke states that the person who is handling this footage would need to be property trained.

Chair Campbell asked if there was any public comment.

A member of the public wanted to speak up and state the reason why they felt people illegally dump. They stated that they had a friend who wanted to dispose of a piece of furniture after they could not donate it or give it away. They tried to dispose of it at the transfer station and found it not to be a reasonable fee at all.

Ms. Jenecke asked Mr. Sweetser if there were any grants for hosting an illegal dump day where people could come and dump their items for free. Mr. Sweetser stated he is not aware of any grant at this time.

Trisha Revord, 1pileatatime wanted to speak up to give an example of how affordable it is to dump at the transfer station. If you have a family of 4 and go to Mc Donald's that will cost, you \$60.00. To dump a truck load at the transfer station it would cost you \$21.50. So, it is feasible to take your items to the dump. 1pileatatime has already disposed of 2300 yards of garbage this year.

Jim Garaventa, Sonora City Council asked 1pileatatime members how much of the debris

that they collected was household trash and how much were large items such as furniture. Jason Revord responded that about 30% of the debris they collected in the past two weeks was debris they picked up from homeless encampments and of that 30% most are large items that could have been disposed of with R&S metals. Perhaps we need to educate the public further on the resources of where they can take their large items for no cost.

Ms. Holcomb stated that back east she participated in a program with the two local high schools in her area to get together with seniors who did not have a senior project. Those seniors would promote a free local dump day where the public could dispose of their garbage and large items. Ms. Holcomb agreed that there is not enough marketing done on the programs that Tuolumne County offers.

Chair Campbell asked Mr. McHargue where should we start at this point, what should our next steps be? How should we go about discouraging illegal dumping?

Mr. McHargue stated that he had broken down today's discussion to four main components. First is the prosecution and evidence collection and investigation for both criminal and ordinance cases. Second would be the dump cameras. The third aspect would be public education and outreach. The final step would be clean up projects.

PUBLIC FORUM

Chair Campbell asked if anyone in the audience wished to address the committee during this portion of the meeting to speak on any issue not on the agenda.

A member of the public wanted to relate her most recent experience with Waste Management. Recently the member had paid a visit to the WM office and wanted to distribute some information regarding Christmas trees and the medication take back programs. The member stated that they would not open the door to them and that they would only speak through the door. This person was not very receptive of the information or helpful as they were trying to relate and asked for them to place their flyers through the crack of the door. The public member had ended up just leaving their flyers on the ground and walking away.

Mr. Revord brought up the issue he had from the previous meeting with his company 1pileatatime being double charged for the weight of a large as well as the charge for a single item.

Vanessa Barberis, Waste Management stated that she spoke with the transfer station clarifying how large items are charged. If you bring your large items in separately from other debris, you will be charged per item. If you bring in mixed debris, you will be charged the total tonnage. Items would need to be separated. If you cannot separate your large items from your household garbage, then you will need to go over the scale again with only your large items once the garbage has been dumped.

Mr. Revord stated that it has been his experience that once you pull up to dump all debris is removed at once and you cannot load anything back on to your trailer so he will just bring these two different debris in separately.

Ms. Revord spoke up to say that she is currently working with the District Attorney in Calaveras County and what they are doing is sending those that are obligated to serve community service out to help 1pileatatime clean up certain areas. 1pileatatime would like to know if Tuolumne County's DA would be interested in doing something like that as well.

Everyone agreed that was a fantastic idea.

Chair Campbell asked if anyone else had any public comment. None noted.

COMMITTEE BUSINESS

A. Consideration of the Minutes of the meeting of October 13, 2021.

It was moved by Councilman Garaventa and seconded by Vice-Chair David Goldemberg to approve the Minutes of September 8, 2021 with corrections.

Motion carried 3 – 0 – 0 - 0

B. Staff Reports

Mr. McHargue gave an updated on the Cal Sierra / Waste Management Inc. 10-year Contract Extension. He stated that we received the agreement in draft form back from County Counsel last week after some revisions were made. Mr. McHargue met with Counsel this morning to go over those revisions and will meet one more time virtually then give a copy to Ms. Barberis. The goal is to give them some time to review then we will all meet, myself, County Counsel and Ms. Barberis and the attorney for Waste Management, we will discuss and then hopefully come to an agreement and be able to bring it back to the Solid Waste Committee.

Vice-Chair Goldemberg asked what the time frame would be on getting an agreement back to the SW Committee.

Mr. McHargue expressed that he would like to get this done sooner than later but since we are already in the holidays most likely it would be January 2022.

ACTION ITEM

A. Presentation on Caltrans Maintenance Agreements, Adopt-a-Highway Program and Clean CA Dump Days.

Sam Sherman, Acting District 10 Clean California Coordinator explained that Clean California was put together through a maintenance group to address issue with illegal dumping. The Governor has put together some funding and as of July 1st we have a 3yr program to address litter and a 2yr program to enhance, beautify and transform our public spaces for both local and state. The Adopt-a-Highway Program provides training and safety gear for those that want to earn extra money as this program does provide a \$250 stipend which is an incentive to clean up both sides of 2-mile increments of state highway. Clean CA Dump Days would reimburse local dump facilities to collect materials free of charge to the public. The goal would be to host these Dump Days at least once per month.

Councilman Garaventa asked if these dump days were for household garbage only or would they include large items as well? Are there any restrictions?

Mr. Sherman stated that indeed this program is for household garbage, but he has seen where larger items such as mattresses and sofas have been accepted. He would need to get clarification but feels that if the facility can accommodate those items then they should

be collected.

C. Consideration and discussion of Two At-large General Public Members of the Solid Waste Committee.

Mr. McHargue stated that we had a total of 5 applications submitted for the General Public Members of the Solid Waste Committee. Although all applications are acceptable two stand out. First being Alissa Hartwig, she applied months ago and has been in attendance of our meetings via zoom. The second is Monique Holcomb who happens to be in attendance of todays meeting.

COMMITTEE MEMBER REPORTS

Chair Campbell stated all his reports were already covered. He did mention that the Caltrans Maintenance Agreement may get a little tricky because we do not have staff waiting around for projects but that he is looking forward to working with CalTrans.

ADJOURNMENT

Chair Campbell asked if anyone had anything further comment.

Seeing none, Chair Campbell adjourned the meeting at 2:42 p.m.

Next meeting will be December 08, 2021

CLEAN CA GRANT PROGRAM – CALTRANS

Tuolumne County Proposal to Reduce Illegal Dumping and Littering

This project will develop a countywide "Don't Trash Tuolumne" campaign aimed to reduce illicit waste disposal and foster a collective sense of accountability for community members. This will include an educational component promoting the harms of dumping and how to efficiently dispose of waste, and an artwork competition for local schoolchildren to create a "Don't Trash Tuolumne" Mascot, which will be used in the campaign messaging. Other components of this strategy will include a marketing and signage campaign with consistent messaging to be broadcast throughout the County through various methods. Messaging will have consistent branding aimed to become a recognizable campaign and help create a sense of responsibility of the County's resources. A 'dump day' or voucher program will also be explored to provide community members affordable access to utilize proper disposal methods.

Tuolumne County

Mandatory Organic Waste Disposal Reduction Ordinance

An ordinance creating Chapter _____ of the County of Tuolumne Ordinance Code, relating to the requirements for the reduction of organic waste disposal.

The Board of Supervisors of the County of Tuolumne ordains as follows:

Chapter _____ is hereby added as follows: **Mandatory Organic Waste Disposal Reduction.**

X.XX.010	Title
X.XX.020	Purpose and Findings
X.XX.030	Definitions
X.XX.040	Requirements for Single Family Generators
X.XX.050	Requirements for Commercial Businesses
X.XX.060	Waivers for Generators
X.XX.070	Requirements for Commercial Edible Food Generators
X.XX.080	Requirements for Food Recovery Organizations and Services, Jurisdictions, and Regional Agencies
X.XX.090	Requirements for Haulers and Facility Operators
X.XX.100	Self-Hauler Requirements
X.XX.110	Compliance with CalGreen Recycling Requirements
X.XX.120	Model Water Efficient Landscaping Ordinance Requirements
X.XX.130	Procurement Requirements for Jurisdiction Departments, Direct Service Providers, and Vendors
X.XX.140	Inspections and Investigations by Jurisdiction
X.XX.150	Enforcement
X.XX.160	Effective Date

AGREEMENT FOR THE OPERATION OF THE BIG OAK FLAT (GROVELAND) TRANSFER STATION

This Agreement ("Agreement") is made and entered into on this 15th day of April, 2014 by and between the County of Tuolumne ("County") and Moore Bros. Scavenger Co., Inc. ("Contractor") pursuant to the following terms and conditions:

I. GENERAL PROVISIONS

1. **Term** This Agreement, for the Operation of Big Oak Flat (Groveland) Transfer Station (GTS) will be for a term of four (4) years, commencing May 1, 2014 and ending April 30, 2018. Upon mutual written agreement of the parties not less than six (6) months prior to the expiration of the term, this Agreement may be extended up to three (3) times for additional two (2) year terms.
2. **General Duties** The Contractor shall operate GTS pursuant to the terms of this Agreement.
3. **Compensation** As full compensation, the Contractor shall receive \$ 138.30 per ton of Acceptable Waste received and weighed by Contractor at GTS, and transported or otherwise handled by the Contractor as required herein. During any period the scale is inoperable, tonnage measurement for compensation purposes will be based on the volume conversion rate of 217.35 lbs. per yard of loose waste and 710.77 lbs. per yard of compacted waste. Gate fees and tipping fees shall be a credit against compensation. If gate fees, tipping fees and the net revenue from the sale of recyclables and diverted materials in any month are less than the amount of compensation, owed to the Contractor by the County at each month end, Contractor shall submit an invoice to the Solid Waste Manager, along with the monthly report described in Article VI, Section 4, for amount due to Contractor by the County. If gate fees, tipping fees and the net revenue from the sale of recyclables and diverted materials in any month exceed the amount of compensation, due the Contractor at each month end, Contractor shall submit payment to the Solid Waste Manager, with the monthly report, for the amount over Contractor's due compensation. Compensation owed to Contractor or County shall be due and payable thirty (30) days after receipt of the monthly report and invoice from the Contractor, except for any disputed amounts contained in a notice given within that time period or as provided in Article VI, Section 4.

4. Compensation Adjustments

- A. The Contractor may apply to the County Solid Waste Manager for an increase in compensation due to an increase in costs over which the Contractor has no control and which have been increased by local, state or federal legislative action (e.g., increased disposal costs). The application shall be made within a reasonable time after discovery by the Contractor of the cost increase. The Board of Supervisors may approve the application, or any part of it, for additional compensation if it determines the Contractor has incurred increased costs, and may approve the increase retroactive to the date of the first actual incurring of the increase.
- B. The County Solid Waste Manager may notify the Contractor that the costs over which the Contractor has no control have decreased and which have been decreased by local, state or federal legislative action (e.g., reduced disposal costs). The notice shall be given within a reasonable time after discovery by the Solid Waste Manager of the cost decrease. After giving the Contractor a reasonable opportunity to respond, the Board of Supervisors may reduce compensation in the amount of the notice, or any

part of it, if the Board determines that costs have decreased, and may reduce compensation retroactive to the date cost reduction actually occurred.

- C. The Contractor may petition the County Solid Waste Manager for an increase in compensation due to an increased cost of doing business. The Contractor must submit a thorough cost estimate including disposal costs, transportation costs, maintenance costs, labor costs and administrative costs related to the operation of GTS and provide specific details demonstrating the need for the increase

5. **Definitions** Except as provided in this section, words when defined in Titles 1 and 7 of the Tuolumne County Ordinance Code ("TCOC") shall have the same meanings when used in this Agreement.

- A. "Acceptable Waste" means waste permitted by permit or law to be received at GTS, except animals over 150 pounds, and except for any waste item or category the Solid Waste Manager directs or approves the Contractor not to accept. Acceptable Waste includes recyclable materials, separated by the generator, intended for deposit at GTS.
- B. "Uncontrollable Circumstances" means any occurrence that has had, or may reasonably be expected to have a materially adverse effect on the rights or obligations of a party to this Agreement, if that occurrence is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition under this Agreement. Those acts or events shall include, but are not limited to, the following:
 - i. An act of God, ice and snow that causes road closures, winds, epidemic, landslide, lightning, earthquake, volcanic eruption, nuclear radiation, fire or explosion, flood or similar occurrence, an act of public enemy, terrorism, war, blockade, insurrection, riot, vandalism, general unrest, or restraining of government and people, civil disturbance or similar occurrence, that directly affects an obligation under this Agreement; or
 - ii. The failure of any appropriate federal, state or local agency or public or private utility having operational jurisdiction over, or responsibility to serve GTS to provide, maintain and assure the maintenance of any necessary utility which failure is not caused by the Contractor's failure to pay for those utilities or the Contractor's failure to comply with the applicable law; or
 - iii. Any strike or labor dispute.

II. FACILITIES AND EQUIPMENT

1. **Facility and Equipment Provided** Except for those items provided by the County and existing at GTS site as described in Attachment A, attached hereto and incorporated herein by reference, Contractor shall provide all materials, equipment, vehicles and facilities necessary to operate GTS in accordance with this Agreement including, but not limited to, the following:

- A. Portable toilet with wash facilities.
- B. Waste containers at transfer dock in sufficient numbers to hold all acceptable waste and having solid hinged or sliding lids that, when closed do not allow moisture to enter, or waste or moisture to escape from the container. The containers and lids shall also be bear proof.
- C. Potable water in sufficient quantity for employees.
- D. Fire protection equipment.

- E. Water truck or mechanism for keeping dust down during the summer months and during all times when natural precipitation is not adequate to maintain dust control.
- F. Telephone and fax. Fax may be located at Contractor's place of business other than GTS site.
- G. Power and all utilities necessary to operate GTS as described herein.
- H. Compactor unit, charge boxes and accessories.
- I. Equipment and vehicles necessary to handle and transport waste and recovered materials as necessary from GTS.
- J. Signs for the public, in addition to those provided by the County, regarding such matters as operating hours, acceptable waste, fee schedules, etc.
- K. Computer equipment and compatible programming to allow communication with the County via the internet and e-mail; this computer equipment may be located at an offsite office. If possible, computer equipment sufficient to operate scales, gatehouse and provide required receipts shall be provided

2. Approval, Equipment List, Inspection, Removal and Return

- A. Approval Contractor shall receive written approval from the Solid Waste Manager prior to purchase or construction of capital equipment and facilities. Capital equipment is defined as equipment with a useable life of one year or more or a dollar value greater than \$5,000.00.
- B. Equipment List Contractor shall, in the Annual Summary Report required herein, provide the Solid Waste Manager a list of all equipment and vehicles being used in the operation of GTS. This list shall include a list of locks, their corresponding numbers, and to whom keys for the locks have been issued.
- C. Inspection The Solid Waste Manager may inspect equipment, vehicles or facility being used in the operation of GTS at any time.
- D. Removal Within thirty (30) days after the expiration or termination of this Agreement, Contractor shall remove all Contractor's equipment, vehicles, material and facilities (that have not become permanent fixtures) from the GTS site. All items remaining after thirty (30) days shall become property of Tuolumne County.
- E. Return At expiration or termination of this Agreement, Contractor shall return all equipment and facilities provided by County (and Contractor-provided replacements of County-provided items) in the same condition as when received, excepting normal wear and tear.

3. Equipment Replacement - Liquidated Damages

- A Contractor shall maintain, in good operating condition the portions of GTS site accessed by Contractor for GTS operation, and all equipment, vehicles and facilities (including items provided by the County) used in the operation of GTS and shall replace or repair the same which may need replacing for any reason (including Uncontrollable Circumstances pursuant to Article III, Section 16), at the direction of the Solid Waste Manager.
- B With respect to the scale (including all mechanical and electrical components of the scale mechanism), Contractor's sole obligations shall be as set forth in this paragraph.
 - 1. Contractor shall operate the scale in conformance with standard operating practices as provided by the County. Contractor shall ensure all scale operators are familiar with and comply with standard operating practices.

2. If for any reason, the scale deviates from normally occurring operational characteristics or if the scale becomes inoperable, Contractor shall, within six (6) hours, notify by telephone the County Solid Waste Manager, who will authorize a scale maintenance contractor to access the scale, approve necessary repairs and provide a timeline for repairs. The County will cover the cost of the scale maintenance contractor and the repairs, if any.
 3. If the scale maintenance contractor does not make a site visit, or the scale operation issue is not remedied, within the time period specified by the County, Contractor shall notify by telephone the County Solid Waste Manager.
 4. Contractor shall inspect the scale mechanism prior to opening each day during the period October 1 through May 31, and during all other months of the year the next operational day following any rainfall. If rainfall occurs on any day an inspection is required, inspection shall occur before the gate is opened and after the gate is closed that day. Contractor shall pump out any standing water.
 5. If Contractor fails or refuses to provide the notifications, or otherwise perform the obligations, required by this paragraph, it shall pay, or the Solid Waste Manager may offset against compensation, the amount of \$500.00 per day or portion thereof as liquidated damages.
- C. Contractor shall maintain a record of all maintenance, repair or replacement actions and provide copies of said records in monthly reports or as requested by Solid Waste Manager.

III. TRANSFER STATION AND TRANSPORT OPERATIONS

1. Operating Hours and Access

- A. Contractor shall keep GTS open to the public during the following minimum hours unless a different schedule has been agreed upon, in writing, by Contractor and the County:

Wednesdays 8:00 a.m. to 4:00 p.m.
Saturdays 8:00 a.m. to 4:00 p.m.
- B. GTS will be closed on the following holidays:
Christmas Eve
Christmas Day
New Year's Day
- C. Contractor shall have an employee present and attending the gate during all hours GTS is open to the public.
- D. Contractor shall keep GTS gates closed and locked when GTS is closed to the public.
- E. Contractor shall neither permit nor acquire access to GTS outside open public hours except to allow the deposit of waste by a person holding a solid waste collection franchise or permit as defined in TCOC Title 7, or except as approved by the Solid Waste Manager. The Solid Waste Manager and or his or her designee shall have access to GTS site at any time.

F. Public hours may be increased or decreased with the approval of the County, and shall be increased or decreased at the direction of the County.

G. In the event Contractor cannot safely operate GTS on a temporary basis due to weather or other unforeseen circumstances, Contractor is authorized to close GTS upon notification to Solid Waste Manager.

2. **Waste Accepted** Contractor shall allow only Acceptable Waste to be received at GTS. Contractor shall accept all Acceptable Waste, except for amounts in excess of quantity limitations as the Solid Waste Manager may direct.

3. **Inspection of Waste (Load check)** Contractor shall inspect all incoming waste to ensure that only Acceptable Waste is disposed at GTS. Contractor shall develop and implement a written waste screening/load checking program as approved by the Solid Waste Manager. Contractor shall check all incoming waste to prevent fires.

4. **Hazardous Waste** Contractor shall not accept or allow the deposit of hazardous waste at GTS, except for recyclable household hazardous waste described and handled as set forth in Article III, Section 10 herein. Should Contractor discover hazardous waste in an incoming load, Contractor shall reject it and return it to the disposer and provide written information to disposer for its lawful disposal. Contractor shall obtain and enter the name, address, phone number and license plate number of disposer in the daily special occurrence log identified in Article VI, Section 6 herein.

Should Contractor discover hazardous waste at GTS with identification of a depositor, Contractor shall lawfully store the waste, make a reasonable attempt to contact the depositor and effect the return of the waste to the depositor for lawful disposal. If the waste is not removed within seven (7) days of contact of disposer, Contractor shall proceed as set forth in the next paragraph.

Should Contractor discover hazardous waste at GTS with no indication of the identity of the disposer, Contractor shall lawfully store the waste in a location specified by the Solid Waste Manager. The Solid Waste Manager shall cause the waste to be removed.

Should Contractor discover hazardous waste that may cause immediate harm to Contractor, users of GTS or the environment, Contractor shall immediately contact the appropriate emergency response agency and verbally notify the Solid Waste Manager.

All discoveries of hazardous waste shall be recorded in the special occurrence log and include type and quantity of hazardous waste, location of discovery and its disposition.

5. Collecting Gate Fees and Tipping Fees

A. Except as provided in this paragraph, Contractor shall weigh all Acceptable Waste presented or deposited at GTS, including that deposited by Contractor and Franchisees or Permittees authorized under TCOC Title 7. During any period the scale is inoperable; waste shall be measured by cubic yard volume. Tare weight shall be determined by weighing the transport vehicle before and after unloading waste to be weighed. Waste that does not require the payment of a disposal fee based on weight (or volume), except waste for which fees have been waived pursuant to Article III, Section 5(B), shall be unloaded either before the first weighing or after the last weighing. The following Acceptable Waste shall not be weighed and the Contractor shall not receive compensation for: recyclable household hazardous waste specified in Article III, Section 10 and pre-scale recyclable materials identified in Article III, Section 19, herein.

B. Except as provided in this paragraph, Contractor shall collect tipping fees and gate fee when applicable, from all waste depositors, including Contractor, Franchisees and Permittees, and only in the amounts prescribed by Resolution No. 79-13 of the County Board of Supervisors (applicable to GTS), as it may be modified in the future, or pursuant to written authorization by the County for special items not listed on the Resolution; except, at the direction of the Solid Waste Manager, Contractor shall not demand or collect tipping fees from any person or entity for depositing recyclable household hazardous waste specified in Article III, Section 10 or pre-scale recyclable materials identified in Article III, Section 19, herein.

Contractor may allow tipping fees and gate fees to be charged on credit under terms and conditions established by Contractor, but collection of charged fees shall be the sole responsibility of Contractor and the charges shall be accounted for as if they were actual fees collected for purposes of compensation under Article I, Section 3.

6. **Compactor** Except for tires, household hazardous waste, recyclable household hazardous waste, diverted materials separated and intended for recycling, and other materials removed for recycling or recovery by Contractor, or as otherwise authorized in this Agreement, Contractor shall cause Acceptable Waste to be deposited in hopper. Waste in hopper shall be compacted into a waste transfer container as often as necessary to prevent waste overflow from hopper or littering, but at least at the end of each day waste is deposited into the hopper.
7. **Waste Transfer and Other Materials Storage Containers** Waste transfer containers and other materials storage containers sufficient to hold all Acceptable Waste and waste removed for recycling which is deposited on any given operational day shall be maintained at GTS during operating hours. All containers shall be closed and locked securely at the end of each day on which waste is deposited into the containers.
8. **Transport of Waste from GTS** Contractor shall transport GTS waste transfer containers to, and deposit the waste therein, at Cal Sierra Transfer Station located on Industrial Drive in East Sonora, CA, when each container becomes full, or every seven (7) days, whichever comes first. Contractor shall transport recyclable and diverted materials to approved recycling facilities when transfer containers become full. Upon deposit of the waste or recyclables within the transfer container at the Cal Sierra Transfer Station, or approved recycling facility, Contractor shall obtain a disposal receipt showing net weight tonnage and type of waste disposed. Tare weight of transport vehicles shall be determined for each vehicle by weighing the vehicle before and after loading waste transfer or other containers; tare weight of the waste containers shall be established as approved by the Solid Waste Manager.
9. **Slash and Wood Waste** When Acceptable Waste, consisting of slash, yard waste, brush, and non-industrial wood waste, previously separated by the depositor, is presented for deposit, Contractor shall cause the waste to be deposited in a location on GTS site designated by the Solid Waste Manager. Contractor shall dispose of this waste by a method approved by the Solid Waste Manager. Contractor shall take all reasonable steps to prevent inadvertent fires in this material.
10. **Recyclable Household Hazardous Waste** When Acceptable Waste, consisting of recyclable household hazardous waste or universal waste as defined in California law or regulation, previously separated by the depositor, is presented for deposit, Contractor shall cause the waste to be deposited at a location on GTS site designated by the Solid Waste Manager.
11. **Reusable and Recyclable Materials Removed by Contractor** When Acceptable Waste, deemed to be reusable and/or recyclable by mutual consent of the Contractor and

the Solid Waste Manager, whether or not previously separated by the depositor, is presented for deposit, Contractor shall cause the waste to be deposited at a location on GTS site approved by the Solid Waste Manager. Contractor shall collect gate fees and tipping fees for reusable materials removed by the Contractor following weighing and collection of gate fee and tipping fee. Contractor shall not collect tipping fee for recyclable materials separated by the generator intended for disposal at a pre-scale or any other recycling facility provided by the County or Contractor at GTS. Any net revenue obtained by Contractor from the sale of reusable and recyclable materials shall be accounted for and offset any amount due Contractor by County.

12. County Modifications

- A. If directed in writing by the Solid Waste Manager, Contractor shall immediately commence transportation of Acceptable Waste to another location, or immediately modify the handling of the Acceptable Waste described Article III, Sections 9, 10, and 11. The Board of Supervisors must approve any such modification.
- B. If directed in writing by the Solid Waste Manager, Contractor shall modify any obligation set forth in Articles III, IV or V.
- C. If directed in writing by the Solid Waste Manager, Contractor shall discontinue or add waste items to those required to be handled as described in Article III, Sections 9, 10, and 11.
- D. If Contractor's costs are altered by change directed by the Solid Waste Manager as in (A), (B) or (C) above, the parties shall use good faith efforts to negotiate an amendment to this Agreement, including a mutually acceptable modification of compensation if necessary. If the parties are unable to reach an agreement within forty-five (45) days, either party may terminate this Agreement, on thirty (30) days' written notice, and Contractor and County shall be entitled to payment of reasonable increased or decreased costs, respectively, attributable to the change prior to termination.

13. Storm Water Inspection Contractor shall inspect the storm water management system on GTS site using procedures as directed by the Solid Waste Manager. These inspections are to take place during and after storms, on days when GTS is open. Contractor shall immediately report to the Solid Waste Manager any problems or special occurrences that are found during the inspections.

14. Use of GTS Site The GTS site shall be used by Contractor solely for activities required by this Agreement, and these activities shall not interfere in any way with County's maintenance of the adjoining landfill. Contractor shall not use, or permit the use of, the GTS site for storage, or any use, for any other business or personal activity, except as approved by the Solid Waste Manager in writing. The County may use GTS site for any purpose at any time. Contractor shall provide the County a duplicate key to all locks used at the GTS site. Contractor shall not give or loan keys used at GTS site to any other person without the Solid Waste Manager's written approval.

15. Disposal Receipts Contractor shall obtain a disposal receipt showing type of waste and/or recyclables and the tonnage for all waste and/or recyclables received at and removed from GTS.

16. Uncontrollable Circumstances Limited

- A. The parties' obligations hereunder are subject to Uncontrollable Circumstances that necessarily and unavoidably prevent performance, provided the Contractor first

provides written notice to and receives written approval from the Solid Waste Manager of the existence of such occurrence. If approved by the Solid Waste Manager, the date for Contractor's performance shall be deferred for a period of time equal to the time lost by reason of such Uncontrollable Circumstance, provided Contractor cooperates with the Solid Waste Manager in minimizing any adverse impact of such occurrence.

- B. Notification Contractor shall, by telephone, in writing, by facsimile, or verbally, immediately or within a reasonable time from the time Contractor learns of the Uncontrollable Circumstance, notify the Solid Waste Manager of an occurrence of Uncontrollable Circumstances and its effect on Contractor's obligations in advance of a delay or failure to perform. Notice shall again be given in a similar timely manner to the Solid Waste Manager when the effect of the occurrence of an Uncontrollable Circumstance has ceased.
 - C. Alternative Service Arrangement In the event Contractor fails or is unable to perform an obligation under this Agreement because of an Uncontrollable Circumstance, Contractor shall use its reasonable business efforts to make available to the County feasible alternative arrangements for the required obligations for the Acceptable Waste, including wastes specified in Article III, Sections 9, 10, and 11 delivered to GTS for the period during which the occurrence continues. Failure of Contractor to secure alternative arrangements as provided in this paragraph shall not be deemed a breach of this Agreement, provided Contractor, as determined by the County, has exercised good faith efforts to make such alternative arrangements.
 - D. Termination for Uncontrollable Circumstances Notwithstanding (A), (B), and (C) above, if an Uncontrollable Circumstance occurs and prevents Contractor from substantially performing its obligations under this Agreement for a period in excess of fifteen (15) consecutive days, then the County shall have the right, in its sole discretion, to terminate this Agreement.
 - E. Damage to Facilities In the event of an Uncontrollable Circumstance, including, but not limited to, theft or vandalism, Contractor shall be responsible for repair or replacement, up to five hundred dollars (\$500), per occurrence, of any facility, vehicle or equipment listed in Attachment A, that was damaged/lost by the occurrence as provided in Article II, Section 3. For facilities, vehicles or equipment listed in Attachment A, County shall be responsible for repair and/or replacements, in excess of five hundred dollars (\$500), due to Uncontrollable Circumstances
17. Distribution of Information At the direction of the Solid Waste Manager, the Contractor shall distribute to GTS customers any flyers, used oil recycling containers or other items or informational materials provided by the Solid Waste Manager.
18. AB 939 and AB 341 Contractor will cooperate with County to meet the requirements of AB 939 and AB 341.
19. Pre-Scale Recycling Contractor may provide separate containers or receptacles in sufficient size and quantity to accept, during regular business hours recyclable materials separated and intended for recycling. Said containers or receptacles shall be located at GTS so as to allow persons to deposit recyclable materials prior to entering the scale area. The containers or receptacles will have secure lids to keep the contents dry. Contractor shall not weigh nor charge for the materials deposited at these pre-scale recycling areas. If pre-scale recycling is offered, Contractor shall accept, as described in this paragraph, at a minimum, the following recyclable materials:

- A. Corrugated cardboard and chipboard.

- B. Newspaper, magazines and phone books.
- C. Mixed paper.
- D. All CRV beverage containers, including, but not limited to, glass, plastic, and aluminum.
- E. Other glass, aluminum, and bi-metal or steel containers.
- F. Plastic containers #1 and #2.

Contractor shall obtain receipts for the disposition of these materials at recycling centers and include the receipts in the monthly reports.

20. **Clean-up Day Coupon Program** Contractor shall provide each County resident with one (1) coupon for free disposal of one (1) cubic yard of waste when presented with four (4) transfer station receipts for waste deposited at GTS, within the calendar year. Each County resident is entitled to two (2) coupons per year. GTS will also accept valid coupons from residential collection service customers that have been issued by Moore Bros. Scavenger Co., Inc. Tonnage received under the coupon program shall not be included in the tonnage total for purposes of compensation, Article I, Section 3. The County will refund to the Contractor the Integrated Waste Management Fee paid at Cal Sierra Transfer Station for tonnage received under the coupon program.
21. **Special Events/Programs** The County may use GTS as a collection point for special collection events such as a tire amnesty event. The Contractor will be responsible for tracking the incoming special materials and following all state regulations and County requests regarding such special events/programs. The County will make all arrangements for the events and arrange for the transportation and disposal of the specific waste collected for said event.

IV. AESTHETICS, HEALTH AND SAFETY

1. **Maintenance of Facility and Equipment** Contractor shall keep all portions of GTS site accessed by the public in a clean, safe and sanitary condition and free from offensive odors. The portable toilet shall be kept clean and sanitary, and available to the public during public operating hours.
2. **Litter** Contractor shall keep the GTS area free of litter. Should litter escape GTS area, Contractor shall be responsible for its removal. Contractor shall remove litter from Merrell Road right of way up to 20 feet off the roadway from GTS entrance gate to ¼ mile from GTS entrance gate.
3. **Vectors** Contractor shall be responsible for the control of vectors at GTS.
4. **Scavenging** Contractor shall not permit scavenging or salvaging of waste deposited or to be deposited at GTS by the public, permittees or franchise haulers. Contractor shall have the right of salvaging waste, excluding Recyclable Household Hazardous Waste, received at GTS as provided for in Article III, Section 11.
5. **First Aid** At a minimum, a standard industrial first aid kit and eyewash station shall be provided and maintained by the Contractor at the gatehouse, in the load check locker and any other appropriate area approved by the Solid Waste Manager.

6. **Fire Protection** Contractor shall be responsible for the prevention and suppression of fires at GTS and shall follow all procedures outlined in the Emergency Plan should a fire occur.
7. **Fire Protection Equipment** Contractor shall provide and maintain as a minimum the following fire protection equipment:
 - A. Four (4) shovels.
 - B. Three (3) fire extinguishers with an Underwriter's Laboratory rating of 4-A: 40BC or better shall be kept at the gatehouse, and in safe proximity to the recyclable household hazardous waste storage facility, and used oil tank. All areas shall be clearly marked and unobstructed.
8. **Operating Procedures and Plans** Contractor shall establish in writing the following:
 - A. Operation Manual, including how the facility will meet all the State Minimum Standards for medium volume transfer stations;
 - B. Health and Safety Plan, including a written program of fire control procedures approved by the Tuolumne County Fire Department;
 - C. Emergency Plan to address potential emergencies. All employees that work at GTS shall be trained in fire protection and shall know the fire protection program. A copy of the written procedures and telephone numbers of appropriate local fire fighting agencies shall be posted next to the telephone at the GTS gatehouse.

V. CONTRACTOR'S PERSONNEL

1. **Safety** Contractor shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Contractor shall further comply with all other applicable safety laws, ordinances and regulations. Contractor shall provide proof of compliance, if requested by the County.
2. **Labor Furnished** Contractor shall furnish all personnel necessary for the performance of its duties in compliance with this Agreement. Furthermore, it is mutually understood and agreed that the Contractor is at all times acting and performing as an independent contractor in the performance of the work, duties and obligations of this Agreement. The sole interest and responsibility of the Contractor is to assure that services covered by this Agreement are rendered in an efficient, legal, timely and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither the Contractor nor any of its employees, subcontractors, or agents shall have claim under this Agreement or otherwise against the County for vacation pay, sick leave, health insurance pension or other benefits of any kind beyond Contractor's remuneration.
3. **Knowledge and Training** Contractor shall ensure its personnel are competent in the exercise of their duties and courteous to the public, know the standards and requirements of this Agreement, and receive training on such matters, including, but not limited to, the following:
 - A. First Aid and blood borne pathogens precautions.

- B. The quantities and types of waste acceptable for disposal at GTS.
 - C. Collection of fees, issuance of receipts and related accounting procedures.
 - D. Inspection of incoming waste for unacceptable waste (load check).
 - E. Identification, handling and reporting of hazardous wastes, including recyclable household hazardous wastes, and universal wastes.
 - F. Fire procedures.
 - G. County sponsored/operated programs related to GTS operations, including Universal Waste handling.
4. **Prohibition of Drugs and Alcohol** Contractor shall ensure its personnel shall not possess, use or be under the influence of illegal drugs or alcohol during working hours or on the premises of GTS.
 5. **Local Employment** Contractor shall use its best efforts to employ County residents to perform the services required by this Agreement.

VI. RECORDS AND REPORTS

1. **Receipts** A record of gate fee receipts shall be kept by Contractor in a form and manner approved by the Solid Waste Manager.
2. **Immediate Reports** Contractor shall, no later than the next County business day, verbally and in writing notify the Solid Waste Manager of any special occurrences or damage to County property, and the anticipated and actual date of repair or replacement. Any failure of scale operation shall be reported as required by Article II, Section 3(B).
3. **Financial Records** Consistent with generally accepted accounting principles and in a method approved by the Solid Waste Manager, Contractor shall keep accurate financial records of all receipts and expenditures for operation of GTS. These transactions and financial records shall be kept separate from receipts, expenditures and records for Contractor's business activity other than GTS operation.

Contractor agrees to maintain complete records relating to its performance of this Agreement. Contractor shall at any time during business hours, and as often as the Solid Waste Manager and/or the County Auditor Controller may deem necessary, make available to the Solid Waste Manager and/or Auditor Controller for examination all of its records and data with respect to the matters covered by this Agreement. Contractor shall, upon request by the Solid Waste Manager and/or Auditor Controller, permit the Solid Waste Manager and/or Auditor Controller to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

4. **Monthly Report** Contractor shall provide copies of all disposal receipts, storm water inspection reports, when required, and the following information in a format approved by the Solid Waste Manager (County may provide format):
 - A. Daily totals of scale weight (or volume during periods of scale failure) and waste type of all inbound waste subject to tipping fees on a weight or volume basis. Franchise vehicles that deposited waste directly at Cal Sierra Transfer Station will be identified as such.

- B. Daily totals of scale weight and waste type of all outgoing transported waste and diverted materials (tons/vehicles).
- C. License numbers of all vehicles depositing waste.
- D. Daily totals of number of self haul vehicles and franchise vehicles depositing waste
- E. Total monthly quantities of tires, wood waste, construction, demolition, yard waste, types of recyclable and other household hazardous waste, universal waste, white goods, metals, and other recyclable and reusable materials salvaged or otherwise diverted from the waste stream.
- F. Information pertaining to the handling of any unacceptable waste.
- G. Total solid waste handled, in tons (and yards for any period of scale failure), for the month.
- H. Equipment, vehicle and facility maintenance and repair records.
- I. Equipment, facility and vehicle replacement records.
- J. Special Occurrences log.
- K. Recyclable Household Hazardous Waste tracking log.
- L. Universal Waste tracking log.

The receipts and report shall be submitted promptly to the Solid Waste Manager prior to the fifteenth (15th) day of the following month. Any payments due Contractor under Article I, Section 3 may be withheld until said reports are accepted by the County whose acceptance shall not be unreasonably withheld.

5. **Annual Summary Reports** Contractor shall provide an annual report that incorporates a summary of the monthly reports for the preceding year in a format approved by the Solid Waste Manager. The annual report for each year shall be delivered to the Solid Waste Manager no later than January 31 of the following year, and before any compensation is paid for January.
6. **Special Occurrences Log** Contractor shall keep a daily special occurrences log and shall record in it all special occurrences, such as fires, repairs, accidents, injuries, discovery of hazardous materials and other special occurrences. A copy of this log shall be included with the Monthly Report.
7. **Customer Complaints** Contractor shall keep a record of all customer complaints including:
 - A. The nature of the complaint.
 - B. The date of receipt of complaint.
 - C. The name, address, and telephone number of the person making the complaint.
 - D. The action taken to respond to the complaint.
 - E. Copies of these records shall be included with the Annual Report.

8. Maintenance of Records Contractor shall maintain all records required under this Agreement for at least five (5) years from the termination or expiration of this Agreement.

VII. BOND

Contractor shall, within ten (10) days of the execution of this Agreement, provide a one-year contract performance bond, or other form of security, in a form satisfactory to the County Risk Manager, issued by an insurer licensed in the State of California. Other acceptable forms of security include a letter of credit, cash, certificate of deposit or assignment of a bank account. When a performance bond is used, Contractor shall provide a new performance bond, or evidence satisfactory to the County Risk Manager of the performance bond's renewal, at least ninety (90) days before the performance bond then in effect expires. If Contractor fails or refuses to comply with this section, the Solid Waste Manager may withhold monthly compensation payments otherwise due under Article I, Section 3 or terminate this Agreement. The amount of the performance bond for each year of the Agreement shall be in the amount of \$40,000.

VIII. INDEMNITY AND INSURANCE

Contractor shall provide at its own expense, and maintain at all times, the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to County as may be required by the Risk Manager of the County. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of the County by registered mail, return receipt requested, for all of the following stated insurance policies:

- A. Worker's Compensation in compliance with the statutes of the State of California.
- B. General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. The certificate of insurance shall indicate the aforementioned.
- C. Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage on owned vehicles and non-owned vehicles.

Contractor shall endeavor to maintain insurance for a period of no less than one year following completion of this Agreement. In the event the period required following completion of this Agreement, County shall have the right to pay such premiums as are reasonable and commercially available on behalf of Contractor and to deduct the costs thereof from any sums then owing to Contractor.

If at any time any of said policies shall be reasonably unsatisfactory to County, as to form or substance, or if a company issuing such policy shall be reasonably unsatisfactory to County, Contractor shall promptly obtain a new policy, submit the same to the Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of Contractor to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of County, may be forthwith declared suspended or terminated. Failure of Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall insurance requirements be construed to conflict with or otherwise limit the obligations of Contractor concerning indemnification. County, its elected and appointed officials, officers, employees, agents and volunteers ("additional insureds") shall be named as additional insured on

automobile and general liability insurance policies required herein. Contractor's insurance policy(ies) shall include a provision that the coverage is primary as respects the additional insureds (to the extent of Contractor's negligence in the performance of its services under this Agreement); shall include no special limitations to coverage provided to additional insureds under the automobile and general liability; and shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

IX HOLD HARMLESS

Contractor shall indemnify, defend, save, protect and hold harmless County, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "County") from any and all demands, losses, claims, costs, suits, liabilities, fines, fees, sanctions and related expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in whole or in part, by the acts, omissions, negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, consultants, or any person under its direction or control and shall make good to reimburse County for any expenditures, including reasonable attorney's fees, the County may make by reason of such matters and, if requested by County, shall defend any such suits at the sole cost and expense of Contractor. Contractor's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the County or any other person; provided, however, that Contractor shall not be required to indemnify County for the proportion of Liability a court determines is attributable to the negligence or willful misconduct of the County.

If such indemnification becomes necessary, the County Counsel for County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend County. This Article shall survive any expiration or termination of this Agreement.

Inspections, reviews and approvals by the County as provided in the Agreement shall not diminish the Contractor's obligations, rights and responsibilities or create any County liability for GTS and its operation.

X. FAILURE TO COMPLY WITH AGREEMENT TERMS

1. **Time for Compliance** Contractor shall be entitled to a reasonable time for compliance with any written Solid Waste Manager directive authorized in this Agreement, unless immediate compliance is expressly required.
2. **County's Remedies** If for any reason Contractor fails or refuses to comply with any of the terms of this Agreement within a reasonable time after receiving written notice of non-compliance from the Solid Waste Manager, the County may take one or both of the following actions:
 - A. Take direct action to bring Contractor into compliance and withhold the reasonable costs of such action from payments due Contractor.
 - B. Take possession of GTS and Contractor's equipment and vehicles and operate GTS temporarily. During any period in which the County assumes operation of GTS, Contractor shall not be compensated.
3. **Termination** If for any reason Contractor fails or refuses to operate GTS in compliance with the requirements of this Agreement, the County Board of Supervisors may terminate the Agreement. If the Board takes action to terminate, the County may purchase and

Contractor shall sell, for fair market value, all or part of the facilities, equipment and vehicles owned by Contractor and used by it in the performance of the work required under the Agreement. The County may also assume the leases on all facilities, equipment and vehicles leased by Contractor and used in the performance of work required under this Agreement.

4. **Penalties** Contractor shall pay all fines, penalties, fees and other assessments levied by Federal, State or local agencies against the County of Tuolumne for violations of any laws, ordinances, regulations, permits, leases or other enactments the violations of which are attributable to Contractor's operation of GTS.
5. **Not Exclusive Remedies** The remedies set forth in this Agreement are not exclusive. In addition to, or as an alternative to, the remedies set forth, the County may institute judicial proceedings to enforce the terms of this Agreement and seek damages for breach thereof.

XI. MISCELLANEOUS

1. **Assignment and Corporate Existence** Contractor shall not, directly or indirectly, by operation of law or otherwise, assign, subcontract or transfer all or any part of this Agreement or any interest therein, without the prior written consent of the County. Any attempt to do so without that consent shall be null and void, and any assignee, transferee or subcontractor shall acquire no right or interest by reason of such attempted assignment, transfer, or subcontract.

Contractor will maintain its corporate existence, will not voluntarily dissolve or otherwise dispose of all or substantially all of its assets, will not consolidate with or merge into another entity or permit one or more entities to consolidate with and merge into it, and will not consummate a stock transfer; provided, however, that Contractor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve, or consummate a stock transfer with the prior written approval of the County. If a consolidation, merger, sale or transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger, sale or other transfer shall be made except in compliance with the provision of this Section.

2. **Licenses** Contractor shall obtain and maintain during the term of this Agreement all licenses and permits required by local, state, and/or federal law for Contractor's operations.
3. **Attorney's Fees and Venue** If any legal action is necessary to enforce the terms of this Agreement, the appropriate venue is Tuolumne County Superior Court and the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.
4. **Notices** Except when specified otherwise, any direction or approval by the County, and any notice to be given by either party shall be effected by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed received two (2) days after deposit in the United States Mail. All directions, approval and notices shall be addressed as set forth below, but either party may change its address by written notice in accordance with this paragraph.

COUNTY:

Solid Waste Manager
Community Resources Agency
Solid Waste Division
2 South Green Street
Sonora, California 95370

CONTRACTOR:

Moore Bros. Scavenger Co., Inc.
11300 Wards Ferry Rd
PO Box 278
Big Oak Flat, CA 95305

5. **Entire Agreement** This Agreement contains the entire agreement of the parties with respect to the matters covered by this Agreement and no other agreement, statement or promise made by any party or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid unless expressly agreed to be so in a written amendment to this Agreement signed by both parties.
6. **Severability** If any provision of this Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.
7. **Inspections** The Solid Waste Manager may at any time, with or without notice, inspect Contractor's operations.
8. **County's Designee** The Solid Waste Manager, or other person or position as designated by the Board of Supervisors, is delegated authority to act on behalf of the County in implementing the terms of this Agreement, except for the approval of amendments to this Agreement or as otherwise specifically provided.
9. **Headings** Headings are for convenience only and shall not be interpreted as a part of this Agreement.
10. **No Waiver** A failure or refusal on the part of the County to exercise any right or remedy hereunder shall not operate as a waiver of any other right or remedy the County may have. A waiver by the County of a breach or failure by Contractor to perform an obligation shall not constitute a waiver of any subsequent breach or failure. Payment by the County under this Agreement shall not be deemed a waiver of a breach or failure, even if the County knew of such deficiencies at the time of payment.

[Signatures on following page]

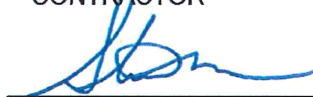
The parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

COUNTY OF TUOLUMNE



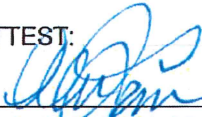
Evan Royce, Chairman
Board of Supervisors

CONTRACTOR



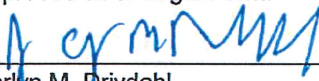
Steve Moore, President
Moore Bros. Scavenger Co., Inc.

ATTEST:



Alicia Jamar, Chief Deputy Clerk of the
Board of Supervisors

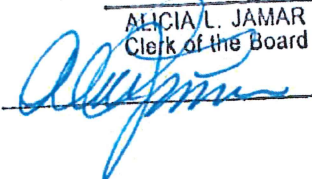
Approved as to Legal Form:



Carlyn M. Drivdahl
Deputy County Counsel

I hereby certify that according to the
provisions of Government Code
Section 25103, delivery of this
document has been made.

ALICIA L. JAMAR
Clerk of the Board

By: 

ATTACHMENT A

**COUNTY OWNED EQUIPMENT AND FACILITIES LOCATED AT
BIG OAK FLAT (GROVELAND) TRANSFER STATION (GTS)**

- 1- Wood gate house (10'x7')
- 1- Fairbanks Motor truck scale, serial number H151299 and accessory read out device
- 1- Rectangle concrete scale vault
- 1- Transfer dock w/vertical retaining walls
- 1- #6 Safety Storage hazardous materials storage shed w/steel ramp, interior shelving, fire suppression system, alarm, and fiberglass floor grating
- 1- Approx 12'x22' gated cyclone fencing enclosure w/green PVC slats surrounding the hazardous materials shed w/lock.
- 1- Portable eye wash station
- 1- 55 gallon drum oil spill kit
- 1-30 gallon drum oil spill kit
- 1- Household Hazardous Waste sign 2'x3'
- 1- Sign at entrance to Merrell Road and Hwy 120 notating hours of operation
- 1- Sign at GTS site noting amount charges and waste accepted
- 1- 1000 gallon Convault used oil tank with ladder, oil receptacle with lock, vents
- 1- Approx. 10'x20' gated cyclone fencing enclosure with green PVC slats surrounding the oil tank with lock
- 1- Concrete berm and pad for oil tank
- 1- 55 gallon drum for oil filters
- 1- 55 gallon drum for antifreeze
- 1- 2-drum plastic storage shed
- 3 40' Green steel containers for electronic waste with roll up door and turbine vents.
- 1- 20' Cargo container with traditional doors
- 1- Lead acid battery storage locker on concrete pad
- 1- Pallet jack

**PROPOSED SOLID WASTE ORDINANCE
CODE CHANGES FOR ILLEGAL DUMPING**

X.XX.XXX General administrative provisions.

A. Each and every day or portion thereof that a violation of this Code, its adopted codes or applicable State codes exists constitutes a separate and distinct offense.

B. A civil fine assessed by means of a Notice and Order issued by an enforcement officer shall be payable directly to the County of Tuolumne.

C. Except where otherwise provided in this Code, fines shall be assessed in the amounts specified by resolution of the Board of Supervisors, or where no amount is specified, 1-10 fines shall be assessed in an amount not exceeding:

- 1. One thousand dollars (\$1000.00) for a first violation;**
- 2. Two thousand five hundred dollars (\$2500.00) for a second violation of the same provision;**
- 3. Five thousand dollars (\$5000.00) for each additional violation of the same provision.**