

IDA 14-532
10/30/2014

CITY OF FRESNO
City Clerk's Office (Original)

1 LANDFILL USE AGREEMENT

2 THIS LANDFILL USE AGREEMENT is made and entered into this 16th day of December, 2014
3 between the County of Fresno, a political subdivision of the State of California (the "County"), and the City
4 of Fresno, a municipal corporation and charter city (the "City").

5 RECITALS

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

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

10 Whereas, the County Board of Supervisors approved, on May 7, 1985, Conditional Use Permit
11 2146 which allowed the expansion of the Landfill to be classified as a regional landfill and requires that
12 any commercial or municipal public operators that use the Landfill shall enter into a Landfill use
13 agreement with County;

14 Whereas, in 1993, the City and the County entered into a landfill use agreement, pursuant to
15 which the County agreed to provide disposal capacity for waste generated in the City, and the City agreed
16 to deliver to the Landfill all municipal solid waste collected by the City, and this agreement was in effect
17 through June 30, 2014;

18 Whereas, City and County entered into a month-to-month disposal agreement, beginning July 1,
19 2014, to provide the opportunity to negotiate a new disposal agreement;

20 Whereas, City and County have negotiated and desire to enter into this disposal agreement on
21 the terms and conditions set forth herein;

22 Whereas, City has determined that the execution of this Agreement by the City will serve the
23 public health, safety and welfare of the City by providing predictable and reliable long-term disposal
24 service, and the continuation of sound environmental management; and,

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

29 It is, therefore, agreed as follows:

30 ARTICLE I
31 DEFINITIONS AND INTERPRETATION

32 SECTION 1.1 DEFINITIONS.

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

34 "Acceptable Waste" means all garbage, refuse, rubbish and other materials and substances
35 discarded or rejected as being spent, useless, worthless or in excess to the owners at the time of such
36 discard or rejection and which are normally disposed of by or collected from residential (single family and
37 multi-family), commercial, industrial, governmental and institutional establishments and which are
38 acceptable at Class III landfills under Applicable Law.

39 “Act” means the California Integrated Waste Management Act of 1989 (Division 30 of the California
40 Public Resources Code), as amended, supplemented, superseded and replaced from time to time.

41 “Agreement” means this Landfill Use Agreement between County and City as the same may be
42 amended or modified from time to time in accordance herewith.

43 “Annual Evaluation Period” means the period of time, commencing on July 1 of each fiscal year
44 during which the Contract Disposal Rate applicable to the immediately preceding Contract Year (i.e., the
45 fiscal year having just ended) is determined in accordance with the procedure for annual waste flow
46 reconciliation and enforcement specified in Section 3.1(C) of this Agreement.

47 “Applicable Law” means the Act, the Fresno County Ordinance, CERCLA, RCRA, CEQA, any Legal
48 Entitlement and any federal or state rule, regulation, requirement, guideline, permit, action, determination
49 or order of any Governmental Body having jurisdiction, applicable from time to time to the siting, design,
50 permitting, acquisition, construction, equipping, financing, ownership, possession, operation or
51 maintenance of the Landfill, the transfer, handling, transportation and disposal of Acceptable Waste,
52 Unacceptable Waste, or any other transaction or matter contemplated hereby (including any of the
53 foregoing which concern health, safety, fire, environmental protection, mitigation monitoring plans and
54 building codes).

55 “CalRecycle” means the California Department of Resources Recycling and Recovery.

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

58 “CERCLA” means the Comprehensive Environmental Response, Compensation, and Liability Act,
59 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated
60 thereunder.

61 “Change in Law” means any legislative enactment, or issuance of a controlling administrative
62 regulation or judicial opinion, on or after the Commencement Date, providing for new or revised legal
63 requirements, including without limitation any expansion in scope or material modification of any
64 Applicable Law, that has a material and adverse effect on the performance by the parties of their
65 respective obligations under this Agreement, or on the siting, design, permitting, acquisition, construction,
66 equipping, financing, ownership, possession, operation or maintenance of the Landfill.

67
68 A “Change in Law” also shall include any new or revised requirements relating to the funding or provision,
69 by or at the direction of local public agencies, of waste collection and disposal services.

70
71 “City” means the City of Fresno, a municipal corporation and charter city.

72 “City Acceptable Waste” means all Acceptable Waste which was originally discarded by the first
73 generator thereof within the City’s Solid Waste Collection Service Area and collected or delivered by City
74 or its Transfer Station Operators.

75 “City’s Solid Waste Collection Service Area” means the most current incorporated territorial limits of
76 the City of Fresno, and also includes any areas contiguous with but outside of those incorporated limits, in
77 which the City, pursuant to any separate agreement with the County, provides solid waste collection
78 services.

79 “Commencement Date” means the date on which the obligations of the parties hereto shall
80 commence, which shall be January 1, 2015.

81 “Contract Date” means the date on which this Agreement has been executed by both parties hereto.

82 “Contract Disposal Rate” has the meaning specified in Sections 4.1 and 4.2.

83 “Contract Year” means the fiscal year commencing on July 1 in any calendar year and ending on
84 June 30 of the following calendar year. (For example, the fiscal year from July 1, 2015 through June 30,
85 2016 shall be hereinafter referenced as Contract Year 2015.)

86 “Controllable Waste” means all City Acceptable Waste with respect to which City has the legal or
87 contractual ability to determine the disposal location therefor and which is:

88 (1) City Acceptable Waste that is not recycled;

89 (2) Collected and hauled by City or by its Transfer Station Operators as hereinafter defined.

90 “County” means the County of Fresno, a political subdivision of the State of California and party to
91 this Agreement.

92 “Financial Model” means the Excel workbook prepared by HF&H Consultants, LLC and accepted by
93 the City and County, which is attached hereto as Attachment A and by this reference incorporated into
94 this Agreement as though fully set forth herein.

95 “Hazardous Substance” has the meaning given such term under Applicable Law, as amended from
96 time to time including but not limited to any of the following: CERCLA, the Carpenter-Presley-Tanner
97 Hazardous Substance Account Act (California Health and Safety Code Section 25300 *et seq.*), and Titles
98 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder.

99 “Hazardous Waste” means:

100 (a) any waste which by reason of its quality, concentration, composition or physical, chemical or
101 infectious characteristics may do either of the following: cause, or significantly contribute to, an increase
102 in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial
103 threat or potential hazard to human health or the environment, or any waste which is defined or regulated
104 as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under
105 Applicable Law, as amended from time to time including, but not limited to any of the following: (1) the
106 federal Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-
107 281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 *et seq.*) and the regulations
108 contained in 40 CFR Parts 761-766; (3) California Health and Safety Code, Section 25117 (West 1992 &
109 Supp. 1996); (4) California Public Resources Code, Section 40141 (West 1996); and (5) any future
110 additional or amended Applicable Law enacted subsequent to the Commencement Date hereof and
111 pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; or

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

115 “Landfill” means the American Avenue Disposal Site, a Class III regional landfill owned and operated
116 by the County of Fresno, and located at 18950 W. American Ave., Kerman, California.

117 “Legal Proceeding” means every action, suit, litigation, arbitration, administrative proceeding, and
118 other legal or equitable proceeding having a bearing upon this Agreement.

119 “Prohibited Medical Waste” means any medical or infectious waste prohibited or restricted under
120 Applicable Law from being received by or disposed at the Landfill.

121 “Resource Conservation and Recovery Act” or “RCRA” means the Resource Conservation and
122 Recovery Act, 42 U.S.C. Sections 6901 *et seq.*, as amended and superseded.

123 “State” means the State of California.

124 “Term” means the initial term of the Agreement, the duration of which as specified in Section 6.1
125 hereof shall be from the Commencement Date through June 30, 2035, unless terminated in accordance
126 with Article V.

127 “Ton” means a “short ton” of 2,000 pounds.

128 “Transfer Station” means the Cedar Avenue Recycling and Transfer Station (CARTS, Incorporated)
129 or any other waste handling facility to which the City delivers or directs delivery of Acceptable Waste for
130 transfer and transport for disposal in the Landfill.

131 “Transfer Station Operator” means:

132 (1) CARTS, Incorporated, or any other Transfer Station Operator, including the City, who provides
133 Transfer Station services for the City; and

134 (2) Other waste haulers that collect Acceptable Waste within the City’s Solid Waste Collection
135 Service Area, and are contractually required to dispose of Controllable Waste at the Landfill.

136 Provided, that the City and County may, as may be warranted from time to time, add, delete or
137 change the list of waste haulers that are required to deliver Controllable Waste to the Landfill, through
138 the mutual written consent of those parties’ respective solid waste managers.

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

145 “Uncontrollable Circumstance” means any act, event or condition affecting the Landfill, County, or
146 City, or their contractors or suppliers to the extent that it materially and adversely affects the ability of
147 either party to perform any obligation under the Agreement (except for payment obligations), if such act,
148 event or condition is beyond the reasonable control of and also is not the result of the willful or negligent
149 act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as
150 justification for not performing an obligation or complying with any condition required of such party under
151 the Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest
152 such action or inaction shall not be construed as willful or negligent action or a lack of reasonable
153 diligence of either party. Examples of Uncontrollable Circumstances are:

154 (1) an act of God, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar
155 occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance; and,

156 (2) a Change in Law, excepting only a Change in Law that was both initiated and enacted by the
157 County and as to which its enactment was not required in order to comply with or implement a Change in
158 Law effectively imposed upon the County by State or federal authorities.

159 SECTION 1.2 INTERPRETATION.

160 In this Agreement, unless the context otherwise requires:

161 (A) Gender and Plurality. Words of the masculine gender mean and include correlative words of the
162 feminine and neuter genders and words importing the singular number mean and include the plural
163 number and vice versa.

164 (B) Persons. Words importing persons include firms, companies, associations, general partnerships,
165 limited partnerships, trusts, business trusts, corporations, and other legal entities, including public bodies,
166 as well as individuals.

167 (C) No Third Party Beneficiaries. Nothing in this Agreement is intended to confer on any waste
168 haulers, Transfer Station Operators, or any other person other than the parties hereto and their respective
169 successors and assigns hereunder, any rights or remedies under or by reason of this Agreement.

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

172 (E) Applicable Law. This Agreement shall be governed by and construed in accordance with the
173 Applicable Laws of the State of California.

174 (F) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be
175 ruled invalid by any court of jurisdiction, then the invalidity of such clause, provision, subsection, Section
176 or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed
177 and enforced as if such invalid portion did not exist, unless such invalidity frustrates the underlying
178 primary purpose of the Agreement.

179 (G) Integration; Preservation of Certain Agreements. This Agreement, including the Financial Model,
180 Attachment A hereto, contains the entire agreement between the parties with respect to the transactions
181 contemplated hereby. This Agreement shall completely and fully supersede all prior understandings and
182 agreements between the Parties with respect to such transactions.

183 (H) Recitals. The recitals to this Agreement are not intended to bind the parties hereto. In the event
184 of a conflict between the recitals and the operative provisions of this Agreement, the operative provisions
185 shall prevail. The recitals shall not be used to interpret the provisions of the Agreement.

186 ARTICLE II
187 REPRESENTATIONS AND WARRANTIES

188 SECTION 2.1 REPRESENTATIONS AND WARRANTIES OF CITY.

189 City represents and warrants that:

190 (A) Authority to Direct Flow. City has the authority to direct the flow of Controllable Waste generated
191 in its City.

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

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

205 SECTION 2.2 REPRESENTATIONS AND WARRANTIES OF COUNTY.

206 County represents and warrants that:

207 (A) Landfill Status. The daily permitted capacity of the Landfill is sufficient to accommodate City
208 demand. The Landfill is permitted to August 2031 with reasonable expectations that the permit will be
209 extended beyond the term of this Agreement.

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

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

223 (D) Adequate Reserves. As of the Contract Date, County has adequate reserves to meet regulatory
224 compliance.

225 ARTICLE III
226 **DELIVERY AND ACCEPTANCE OF WASTE AND PROVISION OF DISPOSAL SERVICE**

227 SECTION 3.1 DELIVERY OF WASTE AND CITY COMMITMENTS.

228 (A) Waste Disposal Covenant. From and after the Commencement Date and throughout the Term of
229 this Agreement, City shall exercise all legal and contractual power and authority which it may possess
230 from time to time to deliver or cause the delivery of all Controllable Waste to the Landfill in accordance
231 herewith.

232 (B) Power to Obligate Waste Disposal and Comply with this Agreement.

233 (i) City has the right without material restriction on and after the Commencement Date to direct
234 the delivery of all Controllable Waste to a disposal location selected by City (whether or not such
235 Controllable Waste is delivered to a Transfer Station as an intermediate step prior to its disposal at
236 the Landfill) and otherwise to comply with its obligations under this Agreement with respect to
237 Controllable Waste;

238 (ii) City shall designate the Landfill as the disposal location for all Controllable Waste pursuant to
239 such contract, lease or other agreements executed by City during the Agreement Term;

240 (iii) City shall require any materials recovery facility, or other processing facility to which
241 Controllable Waste is delivered for processing to deliver certification to the County, under penalty of
242 perjury, of the amounts of Controllable Waste received and residue remaining from processing at
243 such Material Processing Facility or other processing facility; and,

244 (iv) On and after the Commencement Date and throughout the term of this Agreement City shall
245 not enter into any contract, lease, agreement or obligation, issue any permit, license or approval, or
246 adopt any ordinance, resolution or law which is materially inconsistent with the requirements of this
247 Agreement.

248 (C) Waste Flow Reconciliation and Enforcement. City acknowledges and agrees that the tipping fee
249 is based on the amount of tonnage of Controllable Waste delivered by City or its Transfer Station
250 Operator(s) to the Landfill. At the beginning of each Annual Evaluation Period the Contract Disposal Rate
251 will be set at the initially presumed tonnage delivery range of 250,000 – 299,999 Tons per year. If it is
252 determined, by County's review and reconciliation of the tonnage delivery records, that the total amount
253 of Tons delivered by the City and its Transfer Station Operator(s) to the Landfill during the immediately
254 preceding Contract Year is less than 250,000 Tons, then the City shall pay the County, within 45 days
255 after receipt of invoice, the difference in the Contract Disposal Rate tier multiplied times the number of
256 Tons determined by County to have actually been delivered by the City and its Transfer Station
257 Operator(s) to the Landfill during the immediately preceding Contract Year. If it is determined by County's
258 review and reconciliation that the total Tons delivered by the City and its Transfer Station Operator(s) to
259 the Landfill during the immediately preceding Contract Year exceeded 299,999 Tons, then the County
260 shall provide the City a credit within 45 days after County's completion of the review and reconciliation in
261 the amount of the appropriate Contract Disposal Rate tier multiplied times the number of Tons delivered
262 during the immediately preceding Contract Year.

263 Provided, that tonnage deliveries during the initial six-month period of the Agreement, from the
264 Commencement Date through June 30, 2015, shall not be considered in the first such Annual Evaluation
265 Period reconciliation that will commence on July 1, 2016.

266 (D) City Termination. In the event the City Terminates this Agreement for convenience as specified in
267 Section 5.1, as a result of such termination for convenience, the City agrees to pay to County a dollar
268 amount equal to the City's reconciled total annual tonnage delivery amount for the immediately preceding
269 Contract Year, as determined by the County pursuant to Section 3.1(C) above (which shall in no event be
270 less than 250,000 tons), multiplied by the then current Contract Disposal Rate.

271 (E) Annexations and Restructuring. It is the intention of the parties that this Agreement and the
272 obligations and rights of City hereunder, including the Contract Disposal Rate, shall, to the extent
273 permitted by Applicable Law, extend to any territory annexed by City (or any territory with respect to which
274 City assumes solid waste management responsibility from a Sanitary District or other public entity) and
275 shall bind any successor or restructured Governmental Body which shall assume or succeed to the rights
276 of City under Applicable Law.

277 (F) Hazardous Waste Identification and Exclusion Program. City shall take, and direct its Transfer
278 Station Operators to take, all reasonable precautions and use all reasonable efforts to prevent the
279 disposal of Hazardous Materials at the Landfill. City shall educate, and direct its Transfer Station
280 Operators to educate, residents on proper Household Hazardous Waste disposal. City shall train, and
281 direct its waste collection drivers and Transfer Station Operators to identify Hazardous Waste in the waste
282 stream and prevent its collection, and shall conduct a load check program to identify loads where
283 Hazardous Waste was inadvertently included and to remove the material before delivery to the Landfill.

284 SECTION 3.2 PROVISION OF DISPOSAL SERVICES BY COUNTY.

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

291 (B) Means and Methods, Best Industry Practices. County shall exercise all reasonable efforts to
292 minimize the costs incurred in complying with this Agreement consistent with its responsibilities hereunder
293 and under this Agreement, Applicable Law and prudent solid waste management practice and
294 environmental considerations. County shall operate the Landfill in accordance with Applicable Law, and
295 using means and methods consistent with best industry practices.
296
297

298 (C) Daily Capacity. County shall immediately advise City by telephone of any situation, event, or
299 circumstance which results in the partial or complete inability of County to receive Controllable Waste at
300 the Landfill, alternatives available, and County's best estimate of the probable duration. County shall
301 confirm such advice in writing within 24 hours of the occurrence of any such inability. County shall
302 exercise all reasonable efforts to resume normal operation of the Landfill as soon as possible.
303

304 (D) County Controllable Waste. In order to help control the per Ton cost of Landfill operations, County
305 will use all reasonable efforts, to include flow control requirements directing disposal tonnage to the
306 Landfill in its future solid waste collection agreements where the Landfill is a reasonable disposal option.
307 Parties acknowledge use of the Landfill is geographically impractical for some unincorporated areas of
308 County.

309 (E) Closure, Post-Closure and Corrective Action Reserve Funds. County will reserve sufficient funds
310 for anticipated liabilities and for future closure and post-closure and corrective action costs in accordance
311 with the California Code of Regulations Title 27.

312 (F) Emergency Conditions. As soon as City becomes aware of an emergency situation, City will
313 notify County. County will adjust operating hours and will account for any additional Operating Cost
314 incurred to accommodate emergency conditions. City shall compensate County for all reasonable
315 additional Operating Cost incurred to accommodate such emergency conditions.

316 SECTION 3.3 COUNTY RIGHT TO REFUSE WASTE.

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

- 318 • Hazardous Waste;
- 319 • Controllable Waste delivered before or after posted hours for delivery; and,
- 320 • Unacceptable Waste.

321 (B) Identification of Unacceptable Waste. County shall have the right (but not the duty or the
322 obligation) to inspect all vehicles delivering material to the Landfill, and may require that the City and/or its
323 Transfer Station Operator(s) proceed to remove any Unacceptable Waste from such vehicle before it is
324 unloaded. If County determines that it is impractical to separate Controllable Waste from Unacceptable
325 Waste in any vehicle, or if the City or its Transfer Station Operator(s) is unwilling to make such
326 separation, or if any vehicle is carrying waste which may spill or leak, then County may reject the entire
327 load, and City or its Transfer Station Operator(s) shall forthwith remove or cause the removal of the entire
328 delivery from the Landfill. County may take all reasonable measures to prevent waste from being blown
329 or scattered before and during unloading. City shall observe and comply with Applicable Law, the
330 operating rules and regulations of County, and the provisions of this Agreement prohibiting the delivery of
331 Unacceptable Waste to the Landfill.

332 (C) Hazardous Waste and Hazardous Substances. The parties acknowledge that the Landfill has not
333 been designed or permitted, and is not intended to be used in any manner or to any extent, for the
334 handling, transportation, storage or disposal of non-Household Hazardous Waste or Hazardous
335 Substances. Neither County nor City shall countenance or knowingly permit the delivery of Hazardous
336 Waste or Hazardous Substances to the Landfill.

337 (D) Disposal of Unacceptable Waste and Hazardous Waste. If Unacceptable Waste or Hazardous
338 Waste is discovered in a vehicle at the Landfill, the driver of the vehicle will not be permitted to discharge
339 the load. If a vehicle is observed unloading Unacceptable Waste or Hazardous Waste in the Landfill
340 tipping area, County personnel will use all reasonable efforts to assure that such material has been
341 characterized, properly secured and its disposition resolved at City's expense. The return or reloading
342 onto the delivery vehicle of any Hazardous Waste, Prohibited Medical Waste or other waste requiring

343 special handling or transportation shall be conducted in accordance with Applicable Law, likewise at
344 City's expense.

345 SECTION 3.4 MISCELLANEOUS OPERATIONAL MATTERS.

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

- 348 • Monday – Friday: 7:00 a.m. to 3:00 p.m.
- 349 • Saturday: 8:00 a.m. to 2:30 p.m.
- 350 • Sunday: Closed
- 351 • Closed the following holidays:
- 352 Thanksgiving Day, Christmas Day and New Year's Day.
- 353

354 (B) Hours of operation may be modified at County's discretion, following any subsequent discussions
355 with the City.

356 ARTICLE IV
357 **CONTRACT DISPOSAL RATE**

358 SECTION 4.1 CHARGING AND SECURING PAYMENT OF CONTRACT DISPOSAL RATE.

359 City acknowledges that County shall have the right to charge and collect a fee for the acceptance and
360 disposal of Controllable Waste delivered to the Landfill by City and its Transfer Station Operator(s). The
361 Contract Disposal Rate shall be calculated and established, and may be modified, as provided in
362 Section 4.2, and the approved Financial Model, Attachment A hereto. In addition, City acknowledges that
363 County shall have the right to establish as part of the operating rules and regulations reasonable
364 measures to secure the payment of all Contract Disposal Rates.

365 SECTION 4.2 CONTRACT DISPOSAL RATE.

367 (A) Establishment of Contract Disposal Rate. The Contract Disposal Rate, beginning with the
368 Commencement Date through and including Contract Year 2015 shall be based on the 250,000 –
369 299,999 Tons per year in accordance with the following Contract Disposal Rate Table:

0 -49,999 Tons per Year	\$22.50* per Ton (as of 1/1/2015 rate)
50,000 – 149,999 Tons per Year	\$21.50* per Ton (as of 1/1/2015 rate)
150,000 – 249,999 Tons per Year	\$21.00* per Ton (as of 1/1/2015 rate)
250,000 – 299,999 Tons per Year	\$18.50* per Ton (as of 1/1/2015 rate)
300,000 Plus Tons per Year	\$18.00* per Ton (as of 1/1/2015 rate)

370 * Refer to currently approved Financial Model, Attachment A, for determination of
371 rates for each Contract Year commencing on or after July 1, 2016.

372 For example, if the total Controllable Waste Tons delivered by the City in Contract Year 2015 is
373 ultimately determined, as a result of the annual reconciliation provided for in Section 3.1(C), to have
374 been between 250,000 and 299,999 Tons, then all such Tons will have been appropriately charged at
375 the initial Commencement Date rate of \$18.50 per Ton. However, if the tonnage delivered to the

376 Landfill in Contract Year 2015 is ultimately determined to have been between 50,000 and 149,999
377 Tons, then the appropriate charge would be at the rate of \$21.50 per Ton, and the City would be
378 responsible for payment of the difference within 45 days after receipt of invoice as more thoroughly
379 provided above in Section 3.1(C).

380 (B) Standard Annual Adjustment. The Contract Disposal Rate shall be adjusted each July 1,
381 beginning July 1, 2016. The Contract Disposal Rates shall increase each Year by two and one-half
382 percent (2.5%) unless other adjustments are necessary as specified in Section 4.2.

383 On each April 1, commencing April 1, 2016, County shall provide City with notice of the adjustment to
384 the Contract Disposal Rate to be effective the following July 1. Such notice shall contain the updated
385 Financial Model (Attachment A). County will calculate the new Contract Disposal Rate each year.
386

387 (C) Adjustment Resulting from Increased Fees. In addition to the other adjustments specified herein,
388 the Contract Disposal Rate shall be adjusted to reflect the imposition of new fees or increase in existing
389 fees relating to the disposal of Controllable Waste imposed by state, federal or other agencies (e.g., the
390 State's Integrated Waste Management fee, which is currently \$1.40 per Ton),. The adjustment shall be
391 equal to the amount of any new or increased fee, and the adjustment shall take effect so as to coincide
392 with the imposition of the new or increased fee. County shall provide notice of any increase pursuant to
393 this Section 4.2(C) as soon as practicable after becoming aware of the imposition or increase of any fees
394 as described above.

395 (D) Changes In Law, Uncontrollable Circumstances and Environmental Remediation. County may
396 increase Contract Disposal Rates for the following reasons:

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

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

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

405 Any adjustments to the Contract Disposal Rate permitted by this Section shall be calculated by
406 County to reflect the actual costs or expenses of addressing the circumstance or circumstances pursuant
407 to which the adjustment is authorized. County will provide supporting cost detail to City for review.
408 Should the City identify errors in the calculations it shall promptly inform the County.

409 (E) Operations Review.

410 At least once every five years, County will, in coordination with City, update the values in the
411 Financial Model. County will appropriately document the process and assumptions employed in preparing
412 the update to the Financial Model and will provide such supporting documentation for the City's review,
413 together with the updated Financial Model. The purpose of this review is to ensure that the Contract
414 Disposal Rate reasonably reflects the actual operating cost, including reviewing the cost effectiveness of
415 operating procedures and the adequacy of the Contract Disposal Rate to support Landfill operations and
416 long-term liabilities addressing, at a minimum, the following elements:

417 1. Currently received and projected Acceptable Waste, in Tons;

418 2. Revenues and expenditures;

- 419 3. Cash fund balances including, but not limited to:
- 420 (i) Reserves for closure of the Landfill;
- 421 (ii) Amounts reserved by County for funding Landfill post closure maintenance and
422 monitoring;
- 423 (iii) Amounts reserved by County for funding Landfill expansion;
- 424 (iv) Amounts reserved by County for Landfill corrective action;
- 425 (v) Amounts reserved by County for Landfill capital equipment; and
- 426 (vi) Amounts reserved by County for the Landfill operating reserve, which shall be an
427 amount equal to no more than three (3) months of projected budgeted expenses for the Landfill at
428 the end of the Agreement Term.

429 County shall provide this operating review and supporting documentation to City for review by
430 February 1 prior to the next July 1 Contract Disposal Rate adjustment effective date. If the City disputes
431 the requested adjustment, it shall provide the County with a written description of the reason for the
432 dispute by March 1 prior to the July 1 effective date of the rate adjustment. County and City will meet and
433 confer to discuss the applicability of assumptions made in determining the new Contract Disposal Rate
434 and, if applicable, adjust the financial projection accordingly to determine the applicable new Contract
435 Disposal Rate. If parties cannot mutually agree on a Contract Disposal Rate, parties will mutually select a
436 third party to assist in evaluating the proposed Contract Disposal Rate and supporting detail, and in
437 assisting the parties in negotiating a re-set rate.

438 Data used for the review shall be based on actual results through the fiscal year ended immediately
439 prior to the year the review is conducted and known new revenues and expenses, with the resulting new
440 Contract Disposal Rate to be effective immediately following the fiscal year in which the review is
441 conducted. The five-year operating reviews will be conducted on the following schedule, which will be
442 extended for two additional five-year reviews if the ten-year term extension is enacted per Section 6.2:

443	<u>Rate Adjustment Effective Date</u>	<u>Year Review is Conducted</u>	<u>Based on Actual Results Through FY</u>
444	July 1, 2019	FY 2018/19	FY 2017/18
445	July 1, 2024	FY 2023/24	FY 2022/23
446	July 1, 2029	FY 2028/29	FY 2027/28
447	July 1, 2034 ⁽¹⁾	FY 2032/33	FY 2031/32
448	(1) Applicable if contract is extended per Section 6.2.		

449 **SECTION 4.3 RESPONSIBILITY FOR PAYMENT OF THE CONTRACT DISPOSAL RATE.**

450 (A) Payment by City. City shall pay the Contract Disposal Rate for Controllable Waste City municipal
451 collection forces deliver to the Landfill, and shall take all such budgetary, appropriation and other action
452 as may be necessary to provide for the timely payment of the Contract Disposal Rate. Such action may
453 include, depending upon the means authorized by City to provide for such payment, the levy and
454 collection of general or special taxes, the imposition of benefit assessments, or the collection of user fees,
455 generator charges or other similar impositions for municipal solid waste disposal. City shall exercise all
456 reasonable efforts in accordance with Applicable Law to levy and impose all such taxes, assessments,
457 fees or charges, and will take all steps, actions and proceedings for the enforcement, collection and
458 payment of all such amounts which shall become delinquent, to the full extent permitted by Applicable
459 Law.

460 (B) Payment by Transfer Station Operators. With respect to Controllable Waste delivered by the
461 Transfer Station Operators other than City municipal collection forces, the obligation to the Contract
462 Disposal Rate shall rest with such Transfer Station Operators and not with City. However, City shall set
463 rates in a manner to reasonably compensate its Transfer Station Operators for the cost of delivering
464 Controllable Waste at the Contract Disposal Rate. City shall not be financially responsible for any delay
465 or failure by such Transfer Station Operators to pay the Contract Disposal Rate or any portion thereof
466 when due. In the event of any such failure, County and City shall cooperate with each other and use all
467 reasonable efforts to obtain timely payment. Such efforts by County may include, without limitation and
468 as appropriate, requiring cash payments for disposal rights from such Transfer Station Operators, not
469 accepting waste from Transfer Station Operators, requirement for posting of a security bond, and initiating
470 a Legal Proceeding for payment and damages, and the availability to County of any and all such remedial
471 actions shall be deemed cumulative and not mutually exclusive. Such efforts by City may include, as
472 appropriate, Legal Proceedings to suspend, revoke or terminate the Transfer Station Operator's
473 agreement with the City, permit or license rights.

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

480 SECTION 4.4 GATE FEE BILLING.

481 County shall record tonnage delivered by City municipal collection forces and shall submit invoices to
482 City for payment. County shall record tonnage delivered by City Transfer Station Operators forces and
483 shall submit invoices to City Transfer Station Operators for payment. City and City Transfer Station
484 Operators shall remit payment within 45 calendar days of receipt of invoice.

485 ARTICLE V 486 TERMINATION

487 SECTION 5.1 TERMINATION.

488 (A) TERMINATION BY CITY:

489 (i) City shall have the right to terminate this Agreement in its sole discretion, for its
490 convenience and without cause at any time during the Term hereof upon a minimum of 90 calendar
491 days' written notice to County. Provided, that if City exercises its rights to terminate the Agreement
492 pursuant to this Section, City shall pay to County, within 90 calendar days of City's delivery of such
493 written notice, a termination fee equal to the dollar amount calculated in accordance with Section
494 3.1(D).

495 (ii) If City gives the required 90 days' advance written notice, and pays the termination fee to
496 County in a timely manner, it is specifically agreed that upon satisfaction of both of those
497 contingencies the County will incur no additional damage based solely on City's Termination of this
498 Agreement under this Section 5.1. It is acknowledged that the agreed upon termination fee is
499 essentially a liquidated damages provision, providing a reasonable estimate of the amount of damages
500 County would incur solely as a result of City's Termination of the Agreement under this Section 5.1, in
501 consideration of all the circumstances and based also on the extreme difficulty and impracticability of
502 any attempt to determine the exact amount of such damages.

503
504 It is further specifically understood and agreed that the foregoing shall not be construed as a waiver by
505 County of any right to payment by City of any sums due and payable to County at the time of City's
506 Notice of Termination, pursuant to any outstanding and unpaid Annual Evaluation Period reconciliation

507 invoice(s) having previously been issued by County pursuant to the provisions of Sections 3.1(c) and
508 4.2(A) hereinabove.
509

510 (B) TERMINATION BY COUNTY:

511 (i) County shall have the right to terminate this Agreement in its sole discretion, for its
512 convenience and without cause at any time during the Term hereof upon a minimum of 365 calendar
513 days' written notice to City.

514 (ii) If County gives the required 365 days' advance written notice, it is specifically agreed that
515 the City will incur no damage based solely on County's Termination of this Agreement under this Section
516 5.2. It is specifically agreed between the parties that the 365-day notice period would provide sufficient
517 time for City to make other appropriate arrangements for disposal of its Controllable Waste, and that the
518 City would neither incur nor claim to have incurred any special, incidental or consequential damages
519 solely as a result of County's Termination for convenience in accordance with the provisions of this
520 Section 5.2
521

522 SECTION 5.2 NO WAIVERS.

523 No action of County or City pursuant to this Agreement and no failure to act shall constitute a waiver
524 by either party of the other party's compliance with any term or provision of this Agreement. No course of
525 dealing or delay by County or City in exercising any right, power or remedy under this Agreement shall
526 operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or
527 partial exercise of (or failure to exercise) any right, power or remedy of County or City under this
528 Agreement shall preclude any other or further exercise thereof of the exercise of any other right, power or
529 remedy.

530 ARTICLE VI
531 TERM

532 SECTION 6.1 EFFECTIVE DATE AND INITIAL TERM.

533 This Agreement shall become effective on January 1, 2015 and shall be in full force and effect and
534 shall be legally binding upon City and County from the Contract Date and shall continue in full force and
535 effect until June 30, 2035, unless earlier terminated in accordance with Article V of this Agreement.

536 SECTION 6.2 OPTION TO RENEW.

537 This Agreement shall be subject to renewal by mutual agreement of the parties for an additional term
538 of ten years (the "Renewal Term") on the same terms and conditions as are applicable during the initial
539 term described herein. City shall provide County written notice of its election to renew this Agreement by
540 June 30, 2034.

541 SECTION 6.3 SURVIVAL; ACCRUED RIGHTS.

542 The rights and obligations of the parties hereto pursuant to Section 3.1(C) and (D), and Sections
543 4.2(A), 4.3, 5.1 and 7.2 hereof shall survive the termination or expiration of this Agreement, and no such
544 termination or expiration shall limit or otherwise affect the respective rights and obligations of the parties
545 hereto accrued prior to the date of such termination or expiration. At the end of the Term of this
546 Agreement, all other obligations of the parties shall terminate.

547
548

ARTICLE VII
GENERAL PROVISIONS

549 SECTION 7.1 RELATIONSHIP OF THE PARTIES.

550 In performing its obligations under Section 3.2 of this Agreement, County acts as an independent
551 contractor of City, and nothing in this Agreement is intended, nor shall this Agreement or any provision
552 hereof be interpreted, to create or establish any agency or partnership or to create any type of fiduciary
553 relationship, as between the parties hereto.

554 SECTION 7.2 INDEMNIFICATION.

555 CITY agrees to indemnify, save, hold harmless, and at COUNTY's request, defend COUNTY, its
556 officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and
557 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
558 performance, or failure to perform, of CITY, its officers, agents and employees, under this Agreement.

559 COUNTY agrees to indemnify, save, hold harmless, and at CITY's request, defend CITY, its officers,
560 agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses
561 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
562 performance, or failure to perform, of COUNTY, its officers, agents and employees, under this
563 Agreement.

564 SECTION 7.3 AMENDMENTS.

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

567 SECTION 7.4 NOTICE OF LITIGATION.

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

573 SECTION 7.5 ASSIGNMENT OF AGREEMENT.

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

576 SECTION 7.6 BINDING EFFECT.

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

580 SECTION 7.7 NOTICES.

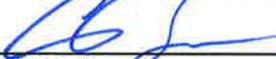
581 Any notice or communication required or permitted hereunder shall be in writing and sufficiently given
582 if delivered in person or sent by certified or registered mail, postage prepaid, to the notice address of the
583 respective parties set forth on the cover page of this Agreement. Changes in the respective addresses to
584 which such notices may be directed may be made from time to time by any party by notice to the other
585 party.

586 IN WITNESS WHEREOF, COUNTY and CITY have caused this Agreement to be executed by their duly
587 authorized officers or representatives as of the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: 
Bruce Rudd,
City Manager

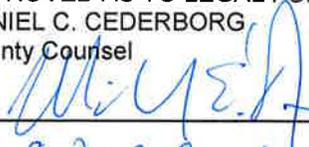
COUNTY OF FRESNO,
A political subdivision of the State of California

By: 
Andreas Borgeas, Chairman

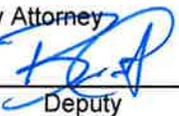
ATTEST:
YVONNE SPENCE, CMC
City Clerk

By:  11/17/14
Deputy Date

APPROVED AS TO LEGAL FORM
DANIEL C. CEDERBORG
County Counsel

By: 
Title: Sr. Dep. Co. Counsel Date: 11/17/14

APPROVED AS TO LEGAL FORM
DOUGLAS SLOAN
City Attorney

By:  11/14/14
Deputy Date

APPROVED AS TO ACCOUNTING FORM
VICKI CROW,
Auditor-Controller/Treasurer-Tax Collector

By: 
Title: _____ Date: _____

REVIEWED & RECOMMENDED FOR
APPROVAL


Alan Weaver, Director
Department of Public Works and Planning

ATTEST:
BERNICE SEIDEL
County Clerk

By:  12/16/14
Deputy Date

588 Fund/Subclass/Org/Account
589 0700/15000/9026/4991

Attachment A - AADS Financial Model

Expense Account	Description	Forecast Reduced Operational Schedule FY14-15	Forecast Reduced Operational Schedule FY15-16	Forecast Reduced Operational Schedule FY16-17	Forecast Reduced Operational Schedule FY17-18	Forecast Reduced Operational Schedule FY18-19	Forecast Reduced Operational Schedule FY19-20	Forecast Reduced Operational Schedule FY 20-21	Forecast Reduced Operational Schedule FY 21-22	Forecast Reduced Operational Schedule FY 22-23	Forecast Reduced Operational Schedule FY 23-24	Forecast Reduced Operational Schedule FY 24-25	Forecast Reduced Operational Schedule FY 25-26	Forecast Reduced Operational Schedule FY 26-27	Forecast Reduced Operational Schedule FY 27-28	Forecast Reduced Operational Schedule FY 28-29	Forecast Reduced Operational Schedule FY 29-30	Forecast Reduced Operational Schedule FY 30-31	Forecast Reduced Operational Schedule FY 31-32	Forecast Reduced Operational Schedule FY 32-33	Forecast Reduced Operational Schedule FY 33-34
6100	Regular Salaries	\$ 595,907	\$ 573,600	\$ 562,212	\$ 590,945	\$ 599,009	\$ 606,800	\$ 617,936	\$ 627,207	\$ 636,618	\$ 646,185	\$ 655,857	\$ 665,625	\$ 675,590	\$ 685,618	\$ 695,703	\$ 705,844	\$ 716,143	\$ 726,600	\$ 737,215	\$ 747,988
6200	Extra Help	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
6300	Overtime	\$ 120,000	\$ 123,600	\$ 125,454	\$ 121,223	\$ 121,541	\$ 121,864	\$ 122,187	\$ 122,510	\$ 122,833	\$ 123,156	\$ 123,479	\$ 123,802	\$ 124,125	\$ 124,448	\$ 124,771	\$ 125,094	\$ 125,417	\$ 125,740	\$ 126,063	\$ 126,386
6310	Overtime Due to Holiday	\$ 30,000	\$ 30,900	\$ 31,364	\$ 31,634	\$ 32,111	\$ 32,311	\$ 32,788	\$ 33,088	\$ 33,388	\$ 33,688	\$ 33,988	\$ 34,288	\$ 34,588	\$ 34,888	\$ 35,188	\$ 35,488	\$ 35,788	\$ 36,088	\$ 36,388	\$ 36,688
6350	Unemployment Insurance	\$ 3,164	\$ 3,212	\$ 3,260	\$ 3,308	\$ 3,356	\$ 3,404	\$ 3,452	\$ 3,500	\$ 3,548	\$ 3,596	\$ 3,644	\$ 3,692	\$ 3,740	\$ 3,788	\$ 3,836	\$ 3,884	\$ 3,932	\$ 3,980	\$ 4,028	\$ 4,076
6400	Retirement	\$ 3,072	\$ 3,120	\$ 3,168	\$ 3,216	\$ 3,264	\$ 3,312	\$ 3,360	\$ 3,408	\$ 3,456	\$ 3,504	\$ 3,552	\$ 3,600	\$ 3,648	\$ 3,696	\$ 3,744	\$ 3,792	\$ 3,840	\$ 3,888	\$ 3,936	\$ 3,984
6500	OSHA	\$ 325,825	\$ 335,601	\$ 340,635	\$ 345,744	\$ 350,931	\$ 356,195	\$ 361,538	\$ 366,961	\$ 372,465	\$ 378,050	\$ 383,723	\$ 389,479	\$ 395,321	\$ 401,250	\$ 407,265	\$ 413,365	\$ 419,550	\$ 425,820	\$ 432,175	\$ 438,615
6550	Workers Comp. Contribution	\$ 151,630	\$ 156,179	\$ 158,522	\$ 156,572	\$ 157,421	\$ 158,270	\$ 159,119	\$ 160,000	\$ 160,881	\$ 161,762	\$ 162,643	\$ 163,524	\$ 164,405	\$ 165,286	\$ 166,167	\$ 167,048	\$ 167,929	\$ 168,810	\$ 169,691	\$ 170,572
6600	Health Insurance	\$ 147,150	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838	\$ 153,838
6650	Life & Disability Ins.	\$ 157,630	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865	\$ 160,865
6670	Benefits Admin	\$ 292	\$ 301	\$ 305	\$ 310	\$ 314	\$ 319	\$ 324	\$ 329	\$ 334	\$ 339	\$ 344	\$ 349	\$ 354	\$ 359	\$ 364	\$ 369	\$ 374	\$ 379	\$ 384	\$ 389
6600	W2-Reportable Misaage	\$ 2,416	\$ 2,488	\$ 2,526	\$ 2,564	\$ 2,602	\$ 2,640	\$ 2,678	\$ 2,716	\$ 2,754	\$ 2,792	\$ 2,830	\$ 2,868	\$ 2,906	\$ 2,944	\$ 2,982	\$ 3,020	\$ 3,058	\$ 3,096	\$ 3,134	\$ 3,172
	Total Salaries & Benefits	\$ 1,410,600	\$ 1,462,918	\$ 1,474,711	\$ 1,496,832	\$ 1,519,285	\$ 1,542,074	\$ 1,565,206	\$ 1,588,693	\$ 1,612,513	\$ 1,636,701	\$ 1,661,281	\$ 1,686,370	\$ 1,711,963	\$ 1,738,175	\$ 1,764,912	\$ 1,792,288	\$ 1,820,318	\$ 1,848,907	\$ 1,877,160	\$ 1,906,083
7025	Clothing and Personal Supplies	\$ 5,000	\$ 5,100	\$ 5,177	\$ 5,228	\$ 5,307	\$ 5,360	\$ 5,413	\$ 5,467	\$ 5,522	\$ 5,577	\$ 5,633	\$ 5,689	\$ 5,746	\$ 5,804	\$ 5,862	\$ 5,921	\$ 5,980	\$ 6,040	\$ 6,100	\$ 6,161
7039	Mobile Communication	\$ 4,607	\$ 4,699	\$ 4,770	\$ 4,817	\$ 4,890	\$ 4,938	\$ 5,000	\$ 5,058	\$ 5,117	\$ 5,176	\$ 5,235	\$ 5,294	\$ 5,353	\$ 5,412	\$ 5,471	\$ 5,530	\$ 5,589	\$ 5,648	\$ 5,707	\$ 5,766
7040	Telephone Charges	\$ 14,000	\$ 14,280	\$ 14,494	\$ 14,639	\$ 14,859	\$ 15,007	\$ 15,157	\$ 15,309	\$ 15,462	\$ 15,617	\$ 15,773	\$ 15,931	\$ 16,090	\$ 16,251	\$ 16,413	\$ 16,576	\$ 16,740	\$ 16,905	\$ 17,071	\$ 17,238
7070	Household Expense	\$ 39,045	\$ 39,826	\$ 40,423	\$ 40,828	\$ 41,229	\$ 41,626	\$ 42,020	\$ 42,411	\$ 42,800	\$ 43,187	\$ 43,572	\$ 43,955	\$ 44,337	\$ 44,718	\$ 45,097	\$ 45,474	\$ 45,849	\$ 46,222	\$ 46,593	\$ 46,961
7071	Household Expense-GSA	\$ 29,428	\$ 29,826	\$ 30,219	\$ 30,607	\$ 30,990	\$ 31,368	\$ 31,746	\$ 32,124	\$ 32,502	\$ 32,880	\$ 33,258	\$ 33,636	\$ 34,014	\$ 34,392	\$ 34,770	\$ 35,148	\$ 35,526	\$ 35,904	\$ 36,282	\$ 36,660
7101	Liability Insurance	\$ 518,818	\$ 529,194	\$ 537,132	\$ 542,504	\$ 546,871	\$ 551,233	\$ 555,591	\$ 560,000	\$ 564,459	\$ 568,968	\$ 573,527	\$ 578,136	\$ 582,795	\$ 587,504	\$ 592,263	\$ 597,072	\$ 601,931	\$ 606,840	\$ 611,799	\$ 616,808
7175	Insurance-Other	\$ 142,500	\$ 145,350	\$ 147,530	\$ 149,006	\$ 151,241	\$ 152,753	\$ 154,399	\$ 156,181	\$ 158,000	\$ 159,857	\$ 161,752	\$ 163,686	\$ 165,659	\$ 167,671	\$ 169,722	\$ 171,813	\$ 173,944	\$ 176,115	\$ 178,326	\$ 180,577
7205	Maintenance Equipment	\$ 10,000	\$ 10,200	\$ 10,353	\$ 10,457	\$ 10,613	\$ 10,721	\$ 10,831	\$ 10,943	\$ 11,057	\$ 11,173	\$ 11,290	\$ 11,409	\$ 11,529	\$ 11,650	\$ 11,772	\$ 11,895	\$ 12,019	\$ 12,143	\$ 12,268	\$ 12,393
7220	Maintenance Buildings & Grounds	\$ 750	\$ 765	\$ 778	\$ 789	\$ 800	\$ 811	\$ 822	\$ 833	\$ 844	\$ 855	\$ 866	\$ 877	\$ 888	\$ 899	\$ 910	\$ 921	\$ 932	\$ 943	\$ 954	\$ 965
7221	Maintenance Buildings Services	\$ 6,120	\$ 6,204	\$ 6,278	\$ 6,344	\$ 6,411	\$ 6,478	\$ 6,545	\$ 6,612	\$ 6,679	\$ 6,746	\$ 6,813	\$ 6,880	\$ 6,947	\$ 7,014	\$ 7,081	\$ 7,148	\$ 7,215	\$ 7,282	\$ 7,349	\$ 7,416
7250	Memberships	\$ 2,000	\$ 2,040	\$ 2,071	\$ 2,091	\$ 2,111	\$ 2,131	\$ 2,151	\$ 2,171	\$ 2,191	\$ 2,211	\$ 2,231	\$ 2,251	\$ 2,271	\$ 2,291	\$ 2,311	\$ 2,331	\$ 2,351	\$ 2,371	\$ 2,391	\$ 2,411
7265	Office Expenses	\$ 4,396	\$ 4,484	\$ 4,551	\$ 4,597	\$ 4,664	\$ 4,712	\$ 4,759	\$ 4,807	\$ 4,854	\$ 4,902	\$ 4,949	\$ 5,000	\$ 5,051	\$ 5,102	\$ 5,153	\$ 5,204	\$ 5,255	\$ 5,306	\$ 5,357	\$ 5,408
7285	Postage	\$ 2,282	\$ 2,322	\$ 2,356	\$ 2,385	\$ 2,414	\$ 2,443	\$ 2,472	\$ 2,501	\$ 2,530	\$ 2,559	\$ 2,588	\$ 2,617	\$ 2,646	\$ 2,675	\$ 2,704	\$ 2,733	\$ 2,762	\$ 2,791	\$ 2,820	\$ 2,849
7286	PeopleSoft HR Charges	\$ 2,373,738	\$ 2,421,213	\$ 2,457,531	\$ 2,492,106	\$ 2,519,338	\$ 2,544,531	\$ 2,569,578	\$ 2,594,481	\$ 2,619,241	\$ 2,643,858	\$ 2,668,333	\$ 2,692,666	\$ 2,716,858	\$ 2,740,909	\$ 2,764,819	\$ 2,788,588	\$ 2,812,215	\$ 2,835,701	\$ 2,859,046	\$ 2,882,250
7287	PeopleSoft Financial	\$ 4,396	\$ 4,484	\$ 4,551	\$ 4,597	\$ 4,664	\$ 4,712	\$ 4,759	\$ 4,807	\$ 4,854	\$ 4,902	\$ 4,949	\$ 5,000	\$ 5,051	\$ 5,102	\$ 5,153	\$ 5,204	\$ 5,255	\$ 5,306	\$ 5,357	\$ 5,408
7287	Professional & Special Services	\$ 21,916	\$ 22,586	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812	\$ 22,812
7296	Data Processing Services	\$ 2,421,213	\$ 2,457,531	\$ 2,492,106	\$ 2,519,338	\$ 2,544,531	\$ 2,569,578	\$ 2,594,481	\$ 2,619,241	\$ 2,643,858	\$ 2,668,333	\$ 2,692,666	\$ 2,716,858	\$ 2,740,909	\$ 2,764,819	\$ 2,788,588	\$ 2,812,215	\$ 2,835,701	\$ 2,859,046	\$ 2,882,250	\$ 2,905,313
7325	Public and Legal Notices	\$ 53,460	\$ 54,529	\$ 55,347	\$ 55,901	\$ 56,398	\$ 56,838	\$ 57,221	\$ 57,547	\$ 57,816	\$ 58,029	\$ 58,186	\$ 58,287	\$ 58,333	\$ 58,325	\$ 58,262	\$ 58,145	\$ 57,974	\$ 57,749	\$ 57,471	\$ 57,140
7340	Rents & Leases - Buildings	\$ 7,500	\$ 7,650	\$ 7,765	\$ 7,842	\$ 7,890	\$ 7,940	\$ 7,990	\$ 8,040	\$ 8,090	\$ 8,140	\$ 8,190	\$ 8,240	\$ 8,290	\$ 8,340	\$ 8,390	\$ 8,440	\$ 8,490	\$ 8,540	\$ 8,590	\$ 8,640
7345	Facility Services	\$ 1,035	\$ 1,020	\$ 1,035	\$ 1,046	\$ 1,061	\$ 1,072	\$ 1,083	\$ 1,093	\$ 1,104	\$ 1,115	\$ 1,126	\$ 1,137	\$ 1,148	\$ 1,159	\$ 1,170	\$ 1,181	\$ 1,192	\$ 1,203	\$ 1,214	\$ 1,225
7355	Rents & Leases - Equipment	\$ 150,000	\$ 153,000	\$ 155,295	\$ 156,849	\$ 158,601	\$ 160,593	\$ 162,845	\$ 165,277	\$ 167,909	\$ 170,651	\$ 173,513	\$ 176,505	\$ 179,637	\$ 182,909	\$ 186,331	\$ 189,913	\$ 193,655	\$ 197,567	\$ 201,649	\$ 205,901
7385	Small Tools & Instruments	\$ 12,600	\$ 12,852	\$ 13,045	\$ 13,175	\$ 13,248	\$ 13,307	\$ 13,352	\$ 13,394	\$ 13,433	\$ 13,470	\$ 13,505	\$ 13,539	\$ 13,571	\$ 13,602	\$ 13,632	\$ 13,661	\$ 13,689	\$ 13,716	\$ 13,742	\$ 13,767
7400	Special Department Expenses	\$ 1,978,945	\$ 2,018,524	\$ 2,048,602	\$ 2,069,290	\$ 2,100,329	\$ 2,121,332	\$ 2,142,546	\$ 2,163,971	\$ 2,185,611	\$ 2,207,467	\$ 2,229,542	\$ 2,251,837	\$ 2,274,355	\$ 2,297,099	\$ 2,320,070	\$ 2,343,271	\$ 2,366,703	\$ 2,390,367	\$ 2,414,274	\$ 2,438,417
	Additional Tons - Fees	\$ 500	\$ 510	\$ 518	\$ 523	\$ 528	\$ 531	\$ 534	\$ 537	\$ 540	\$ 543	\$ 546	\$ 549	\$ 552	\$ 555	\$ 558	\$ 561	\$ 564	\$ 567	\$ 570	\$ 573
7412	Additional Tons - Variable Increment - 2.5%	\$ 360,750	\$ 358,946	\$ 357,152	\$ 355,368	\$ 353,595	\$ 351,833	\$ 350,081	\$ 348,340	\$ 346,609	\$ 344,888	\$ 343,167	\$ 341,446	\$ 339,725	\$ 338,004	\$ 336,283	\$ 334,562	\$ 332,841	\$ 331,120	\$ 329,399	\$ 327,678
7415	Mileage	\$ 500	\$ 510	\$ 518	\$ 523	\$ 528	\$ 531	\$ 534	\$ 537	\$ 540	\$ 543	\$ 546	\$ 549	\$ 552	\$ 555	\$ 558	\$ 561	\$ 564	\$ 567	\$ 570	\$ 573
7415	Trans. Travel & Education	\$ 5,000	\$ 5,100	\$ 5,177	\$ 5,228	\$ 5,307	\$ 5,360	\$ 5,413	\$ 5,467	\$ 5,522	\$ 5,577	\$ 5,633	\$ 5,689	\$ 5,746	\$ 5,804	\$ 5,862	\$ 5,921	\$ 5,980	\$ 6,040	\$ 6,100	\$ 6,161
7415	Trans. & Travel Charge	\$ 426,373	\$ 434,900	\$ 441,424	\$ 445,838	\$ 450,252	\$ 454,666	\$ 459,080	\$ 463,494	\$ 467,908	\$ 472,322	\$ 476,736	\$ 481,150	\$ 485,564	\$ 490,000	\$ 494,414	\$ 498,828	\$ 503,242	\$ 507,656	\$ 512,070	\$ 516,484
7430	Utilities	\$ 150,000	\$ 153,000	\$ 155,295	\$ 156,849	\$ 158,601	\$ 160,593	\$ 162,845	\$ 165,277	\$ 167,909	\$ 170,651	\$ 173,513	\$ 176,505	\$ 179,637	\$ 182,909						

