

19/20 152000220

**FOURTH ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Salmon River area waste hauling contract #04072014)

THIS FOURTH ADDENDUM is to that Contract (#04072014) executed on April 7th 2014, and as amended on June 12th 2018, July 18th 2017, and July 14th 2015 between the County of Siskiyou (County) and Scott Valley Disposal (Contractor) executed this 6th day of Aug, 2019.

WHEREAS, the Contract expires on June 30, 2019 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract for an additional three (3) year period; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2022; and

Paragraph 4.01 of the Contract, Compensation, as amended, shall be further amended to provide that on the 30th of June each year the contract amount shall be increased as per the California Consumer Price Index (CPI) an additional amount that shall not be less than one percent (1%) nor more than three percent (3%) as follows:

For FY 19/20: an additional \$51,590.52 (fifty one thousand five hundred ninety dollars and fifty two cents),

For FY 20/21, an additional \$53,138.23 (fifty three thousand one hundred thirty eight dollars and twenty three cents),

For FY 21/22, an additional \$54,732.38 (fifty four thousand seven hundred thirty two dollars and thirty eight cents),

For a total contract not to exceed \$357,094.01 (three hundred fifty seven thousand ninety four dollars and one cent).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, County and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 8/6/19

Brandon a. Criss
BRANDON CRISS, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: Wendy Dyer
Deputy

CONTRACTOR: SCOTT VALLEY
DISPOSAL, INC.

Date: 7-5-19

John Isbell
John Isbell, President

Date: 7-5-19

Marcia Isbell
Marcia Isbell, Secretary

Taxpayer I.D. **68-0593951**

Business License #**232**

ACCOUNTING:
Fund **5350** Organization **404010** Account **728165**

E2000220

FY 14/15	\$33,000.00	FY 20/21	\$53,138.23
FY 15/16	\$33,000.00	FY 21/22	\$54,732.38
FY 16/17	\$33,000.00		
FY 17/18	\$48,545.00	NTE	\$357,094.01
FY 18/19	\$50,087.88 - E1900087		
FY 19/20	\$51,590.52		



530-468-5705

Exhibit C:

Services Provided:

Collection of all residential and commercial refuse within the Salmon River areas of Siskiyou County to the Contractor's transfer station located at 11217 N. Highway 3, Fort Jones, CA 96032. The contractor will collect a certified weight slip on the refuse collected and bill the County at the current tonnage rate. The refuse will eventually be dumped at the Oberlin Road Transfer/Recycling Station. The billings will be made in the form of an original invoice with the original weight slips attached. Contractor shall operate collection sites along Sawyers Bar Rd, in the towns of Sawyers Bar, Forks of Salmon and Cecilville and then back out Cecilville Rd, every Wednesday. Contractor will charge tipping fees according to the fees approved by the county ordinance Sec. 5-6.102. Refuse collection in the Salmon River area for the period of July 1st, 2018 to June 30th 2019. Scott Valley Disposal is not licensed to collect recycling, therefore no recycling services will be conducted.

The collection day will remain Wednesday, unless Scott Valley Disposal gives adequate prior notice that the day needs to change. This will occur in the event that an observed holiday falls on a Wednesday.

Compensation for services provided by Scott Valley Disposal will consist of 12 equal monthly payments.

Signed John A. Isbell Date 3-8-14

John Isbell, Owner

Scott Valley Disposal

**THIRD ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Salmon River area waste hauling contract #04072014)

THIS THIRD ADDENDUM is to that Contract (#04072014) executed on April 7th 2014, between the County of Siskiyou (County) and Scott Valley Disposal (Contractor).

WHEREAS, the Contract expires on June 30, 2018 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract for an additional (1) year period; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The Second Addendum dated July 18th, 2017, is repealed in its entirety and shall be replaced by this Third Addendum in its entirety, effective July 1st 2018, including the following amendments; and

Paragraph 1.01 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2019; and

Paragraph 3.01 shall be amended to repeal Exhibit "A" and Exhibit "B" in their entireties and replace them both with the new Exhibit "C", dated March 18th, 2018, attached hereto; and

Paragraph 4.01 of the Contract, Compensation, shall be amended to increase the not to exceed amount to \$4,173.99 (four thousand one hundred seventy three dollars and ninety-nine cents) per month and after June 30th of each year, the compensation shall be adjusted based upon the percentage increase or decrease of the consumer Price Index-California, US City Average, Urban Wage Earners and Clerical Workers, San Francisco-Oakland, all items as determined by the bureau of Labor Statistics of the US Labor Department, not to exceed 3% with a minimum increase of 1% annually; and

This amendment increases the contract by \$50,087.88 (fifty thousand, eighty seven dollars and eighty eight cents) for fiscal year 18/19 for a total not to exceed \$164,632.88 (one hundred sixty four thousand, six hundred thirty two dollars and eighty eight cents).


VN# 02748
CT# E1900087 CC LOG# _____
ACCT 5350404010-728165
CT AMT 50,087.88 / 164,632.88
ANNUAL TOTAL

All other terms and conditions of the Contract shall remain in full force and effect.

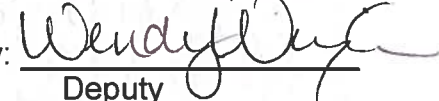
IN WITNESS WHEREOF, County and Contractor have executed this addendum on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: 6-12-18


RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: 
Deputy

RECEIVED
MAY 21 2018


Siskiyou County
Public Works Department

CONTRACTOR:

Date: 5-16-18


John Isbell, President

Date: 5-16-18


Marcia Isbell, Secretary

Taxpayer I.D. **68-0593951**

Business License **#232**

ACCOUNTING:

Fund **5350** Organization **404010** Account **728165**

FY 15/16	\$33,000.00
FY 16/17	\$33,000.00
FY 17/18	\$48,545.00
FY 18/19	\$50,087.88

NTE \$164,632.88



530-468-5705

Exhibit C:

Services Provided:

Collection of all residential and commercial refuse within the Salmon River areas of Siskiyou County to the Contractor's transfer station located at 11217 N. Highway 3, Fort Jones, CA 96032. The contractor will collect a certified weight slip on the refuse collected and bill the County at the current tonnage rate. The refuse will eventually be dumped at the Oberlin Road Transfer/Recycling Station. The billings will be made in the form of an original invoice with the original weight slips attached. Contractor shall operate collection sites along Sawyers Bar Rd, in the towns of Sawyers Bar, Forks of Salmon and Cecilville and then back out Cecilville Rd, every Wednesday. Contractor will charge tipping fees according to the fees approved by the county ordinance Sec. 5-6.102. Refuse collection in the Salmon River area for the period of July 1st, 2018 to June 30th 2019. Scott Valley Disposal is not licensed to collect recycling, therefore no recycling services will be conducted.

The collection day will remain Wednesday, unless Scott Valley Disposal gives adequate prior notice that the day needs to change. This will occur in the event that an observed holiday falls on a Wednesday.

Compensation for services provided by Scott Valley Disposal will consist of 12 equal monthly payments.

Signed John Isbell Date 3-8-18

John Isbell, Owner

Scott Valley Disposal

**SECOND ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**
(Salmon River area waste hauling contract #04072014)

THIS SECOND ADDENDUM is to that Contract (#04072014) executed on April 7th 2014, between the County of Siskiyou (County) and Scott Valley Disposal (Contractor).

WHEREAS, the Contract expires on June 30, 2017 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract for an additional (1) year period; and

WHEREAS, the amount of compensation for services provided under the contract has been exhausted; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

The First Addendum dated July 14th, 2015, is repealed in its entirety and shall be replaced by this Second Addendum in its entirety, including the following amendments; and

Paragraph 1.01 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2018; and

Paragraph 3.01 shall be amended to repeal Exhibit "A" in its entirety and replace it with the new Exhibit "A", dated June 27th, 2017, attached hereto; and

Paragraph 4.01 of the Contract, Compensation, shall be amended to increase the not to exceed amount to \$4,045.42 (four thousand forty five dollars and forty two cents) per month and after June 30th of each year, the compensation shall be adjusted based upon the percentage increase or decrease of the consumer Price Index-California, US City Average, Urban Wage Earners and Clerical Workers, San Francisco-Oakland, all items as determined by the bureau of Labor Statistics of the US Labor Department, not to exceed 3% with a minimum increase of 1% annually; and

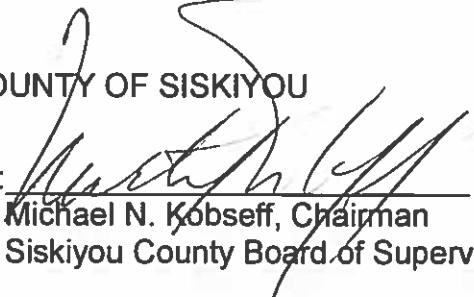
This amendment increases the contract by \$48,545.00 (forty eight thousand, five hundred forty five dollars and zero cents) for fiscal year 17/18 for a

total not to exceed \$148,445.00 (one hundred forty eight thousand, four hundred forty five dollars and zero cents).


All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 18th day of July 2017.

COUNTY OF SISKIYOU

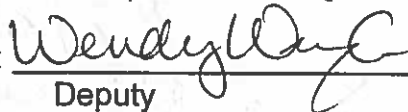
By: 
Michael N. Kobseff, Chairman
Siskiyou County Board of Supervisors

CONTRACTOR

By:  7-6-17
Scott Valley Disposal
Taxpayer I.D. 68-0593951

ATTEST:

Colleen Setzer, Clerk
Board of Supervisors

By: 
Deputy

APPROVED AS TO ACCOUNTING FORM:
Fund **5350** Organization **404010** Account **728165**

FY 17/18 **\$48,545.00**

**FIRST ADDENDUM TO CONTRACT FOR SERVICES
BY INDEPENDENT CONTRACTOR**

THIS FIRST ADDENDUM is to that Contract (#04072014) executed on April 7th 2014, between the County of Siskiyou (County) and Scott Valley Disposal (Contractor), which contract is attached hereto as Exhibit A.

WHEREAS, the Contract expires on June 30, 2015 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract for an additional (2) two-year period; and

WHEREAS, the amount of compensation for services provided under the contract has been exhausted; and

WHEREAS, the parties desire to increase the amount of compensation payable under the contract.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract, Contract Term, shall be amended to extend the term of the Contract through June 30, 2017.

Paragraph 3.01 of the Contract, Specific Services, shall be amended to include the services described in Exhibit B. The Exhibit B attached hereto shall be attached to the Contract as Exhibit B.

Paragraph 4.01 of the Contract, Compensation, shall be amended to increase the not to exceed amount from \$33,300 (thirty three thousand three hundred dollars and zero cents) to \$33,300 (thirty three thousand three hundred dollars and zero cents) per fiscal year, for a total amount not to exceed of \$99,900 (ninety-nine thousand nine hundred dollars and zero cents). This amendment increases the contract by \$66,600 (sixty-six thousand six hundred dollars and zero cents).

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the 1st day of July 2015.

COUNTY OF SISKIYOU

By: Ed Valenzuela
Ed Valenzuela, Chairman

ATTEST: Siskiyou County Board of Supervisors
COLLEEN SETZER
County Clerk & Ex-Officio
Clerk of the Board

By: Wendy Weir
Deputy

CONTRACTOR

By: John A. Steel
Scott Valley Disposal
Taxpayer ID No. On-File

ATTEST:
Colleen Setzer, Clerk
Board of Supervisors

By: DOE previous page
Deputy

APPROVED AS TO LEGAL FORM

By: _____
Brian L. Morris
County Counsel

APPROVED AS TO ACCOUNTING FORM:
Fund 5350 Organization 404010 Account 728165

FY 15/16 \$33,000.00
FY 16/17 \$33,000.00

By: _____
Jennie Ebejer, Auditor - Controller

Scott Valley Disposal Inc.

138 Forest Walk

Etna CA 96027

(530) 468-5705

Exhibit A: 8

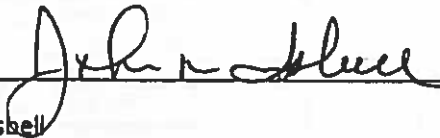
Services provided:

Collection of all residential and commercial refuse within the Salmon River areas of Siskiyou County to the Contractor's transfer station located at 11217 N Highway 3, Ft. Jones, CA 96032. The contractor will collect a certified weight slip on the refuse collected, and bill the County at the current tonnage rate. The refuse will eventually be dumped at the Oberlin Road Transfer/Recycling Station. The billings will be made in the form of an original invoice with the original weight slips attached. Contractor shall operate collection sites along Sawyers Bar Rd, down to the Forks of the Salmon, and back out Cecilville Rd, every Wednesday. Contractor will charge tipping fees according to the fees approved by County Ordinance Sec. 5-6.102. Refuse collection in the Salmon River area for the period of July 1st, 2015 to June 30th, 2017. Scott Valley Disposal is not licensed to collect recycling, therefore no recycling services will be conducted.

The collection day will remain Wednesday, unless Scott Valley Disposal gives adequate prior notice that the day needs to change. This would occur in the event that an observed holiday fell on a Wednesday.

Compensation for services provided by Scott Valley Disposal will consist of 12 monthly payments of \$2,775.00 for a total of \$33,300.00 a year.

Signed _____



Date _____

6-22-15

John Isbell

Owner Scott Valley Disposal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RJ McConnell Insurance Services P.O. Box 637 San Luis Obispo CA 93406		CONTACT NAME: Michelle Dolan PHONE (A/C No. Exr): (805) 545-8206 FAX (A/C No): (805) 545-8224 E-MAIL ADDRESS: michelle@rjmcconnellins.com																						
INSURED Scott Valley Disposal, Inc. 138 Forrest Walk Etna CA 96027		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Financial Pacific</td> <td>31453</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Financial Pacific	31453	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

COVERAGES CERTIFICATE NUMBER 14/15 AI REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	60420910	11/18/2014	11/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60420910	11/18/2014	11/18/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		60420910	11/18/2014	11/18/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Siskiyou Public Works Dept. is named as additional insured, with respects to General liability per form CG2010R 1211

CERTIFICATE HOLDER

(530) 468-5553

County of Siskiyou Public Works Dept.
P.O. Box 1127
Yreka, CA 96097**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Perkins Co., Inc./V

ACORD 25 (2010/06)

INS025 (2010/05/01)

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COUNTY OF SISKIYOU
CONTRACT FOR SERVICES
#04072014

This Contract made this 7th day of April, 2014 between:

COUNTY: Siskiyou County Department of General Services
PO Box 1127
Yreka, CA 96097

And

CONTRACTOR: Scott Valley Disposal
138 Forest Walk
Etna, CA 96027

ARTICLE 1. TERM OF CONTRACT

- 1.01 Contract Term:** This Contract shall become effective on July 1st, 2014 and shall terminate on June 30th, 2015, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

- 2.01 Independent Contractor:** It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

- 3.01 Specific Services:** Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the (Department Head) or his or her designee.

- 3.02 Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services including measures to

protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

- 3.03 Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

- 4.01 Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in paragraph 3.01, the not to exceed amount of \$33,300 (thirty three thousand three hundred dollars and zero cents).
- 4.02 Invoices:** Contractor shall submit detailed invoices for all services being rendered.
- 4.03 Date for Payment of Compensation:** County will endeavor to make payment within 45 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.
- 4.04 Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

- 5.01 Contractor Qualifications:** Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.
- 5.02 Contract Management:** Contractor shall report to the (department head) or his or her designee who will review the activities and performance of the Contractor and administer this Contract.
- 5.03 Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.
- 5.04 Workers' Compensation:** Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

- 5.05 Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of (\$1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 5.06 General Liability and Automobile Insurance:** During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least (\$1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.
- 5.07 Certificate of Insurance and Endorsements:** Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement. Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on

the certificate then on file. If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.

- 5.08 Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.
- 5.09 IRS/FTB Indemnity Assignment:** Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.
- 5.10 Professional Liability:** If Contractor or any of its officers, agents, employees, volunteers, contractors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability insurance policy with a minimum coverage level of (\$1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.
- 5.11 State and Federal Taxes:** As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:
- a. County will not withhold FICA (Social Security) from Contractor's payments;
 - b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
 - c. County will not withhold state or federal income tax from payment to Contractor.
 - d. County will not make disability insurance contributions on behalf of Contractor.
 - e. County will not obtain workers' compensation insurance on behalf of Contractor.
- 5.12 Records:** All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any

- copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.
- 5.13 Contractor's Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.
- 5.14 Assignability of Contract:** It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.
- 5.15 Warranty of Contractor:** Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.
- 5.16 Withholding for Non-Resident Contractor:** Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed \$1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

- 5.17 Compliance with Child, Family and Spousal Support Reporting Obligations:** Contractor's failure to comply with state and federal child, family and spousal

support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

- 5.18 Conflict of Interest:** Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.
- 5.19 Compliance with Applicable Laws:** Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.
- 5.20 Bankruptcy:** Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

- 6.01 Cooperation of County:** County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

- 7.01 Termination on Occurrence of State Events:** This Contract shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or Insolvency of Contractor
 2. Death of Contractor
- 7.02 Termination by County for Default of Contractor:** Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.
- 7.03 Termination for Convenience of County:** County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is

terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

- 7.04 **Termination of Funding:** County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

ARTICLE 8. GENERAL PROVISIONS

- 8.01 **Notices:** Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.
- 8.02 **Entire Agreement of the Parties:** This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.
- 8.03 **Partial Invalidity:** If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision will nevertheless continue in full force without being impaired or invalidated in any way.
- 8.04 **Attorney's Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- 8.05 **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.
- 8.06 **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

- 8.07 Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.
- 8.08 Reduction of Consideration:** Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.
- 8.09 Negotiated Contract:** This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.
- 8.10 Time is of the Essence:** Time is of the essence in the performance of this Contract.
- 8.11 Materiality:** The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.
- 8.12 Authority and Capacity:** Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.
- 8.13 Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.
- 8.14 Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
- 8.15 No Reliance On Representations:** Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different

Executed in Yreka, California, on the date and year first above written.

CONTRACTOR:
Scott Valley Disposal

By: John A. Johnson 5-20-14
(Signature) (Date)
TAXPAYER I.D. 68-0593951

COUNTY OF SISKIYOU

By: Michael N. Kobseff
Michael N Kobseff, Chair

ATTEST:
COLLEEN SETZER
Clerk, Board of Supervisors

By: Wendy Dwyer

APPROVED AS TO LEGAL FORM:

By: Brian L. Morris
Brian L. Morris, County Counsel

APPROVED AS TO ACCOUNTING FORM:

Fund 5350 Organization 404010 Account 728165

Jennie Ebejer DO
Jennie Ebejer, Auditor-Controller

APPROVED AS TO INSURANCE REQUIREMENTS

Rose Ann Herrick
Rose Ann Herrick, Risk Management



Scott Valley Disposal Inc.

138 Forest Walk

Etna CA 96027

(530) 468-5705

Exhibit A:

Services provided:

Collection of all residential and commercial refuse within the Salmon River areas of Siskiyou County to the Contractor's transfer station located at 11217 N Highway 3, Pt. Jones, CA 96032. The contractor will collect a certified weight slip on the refuse collected, and bill the County at the current tonnage rate. The refuse will eventually be dumped at the Oberlin Road Transfer/Recycling Station. The billings will be made in the form of an original invoice with the original weight slips attached. Contractor shall operate collection sites along Sawyer's Bar Rd, down to the Forks of the Salmon, and back out Cecilville Rd, every Wednesday. Contractor will charge tipping fees according to the fees approved by County Ordinance Sec. 5-6.102. Refuse collection in the Salmon River area for the period of July 1st, 2014 to June 30th, 2015. Scott Valley Disposal is not licensed to collect recycling, therefore no recycling services will be conducted.

The collection day will remain Wednesday, unless Scott Valley Disposal gives adequate prior notice that the day needs to change. This would occur in the event that an observed holiday fell on a Wednesday.

Compensation for services provided by Scott Valley Disposal will consist of 12 monthly payments of \$2,775.00 for a total of \$33,300.00 a year.

Signed: John Isbell Date 3/27/14
John Isbell
Owner Scott Valley Disposal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RJ McConnell Insurance Services P.O. Box 637 San Luis Obispo CA 93406 PHONE Scott Valley Disposal, Inc. 138 Forrest Walk State CA 96027		AGENT Michelle Dolan PHONE (805) 845-8206 FAX (805) 845-8206 EMAIL michelld@mcconnellins.com INSURER APPROVED COVERAGE INSURER Financial Pacific NAIC # 91453 INSURER State Compensation Insurance NAIC # 95076 INSURER # INSURER #	
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COVERAGES **CERTIFICATE NUMBER:** 13/14 (14/15 BC) AI **REVISION NUMBER:**
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	CLASSIFICATION	POLICY NUMBER	POLICY PERIOD (START/END)	THIRD PARTY POLICY PERIOD (START/END)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> CONSTRUCTION OPERATIONS LIABILITY <input type="checkbox"/> AMENDMENT <input checked="" type="checkbox"/> OCORR <input type="checkbox"/> OCM <input type="checkbox"/> ADDITIONAL <input type="checkbox"/> APPLICABLE <input type="checkbox"/> LOC	X	80420010	11/10/2013	11/10/2014	FACTS OCCURRING \$ 1,000,000 DAMAGE TO RENTAL EQUIPMENT (Subcontract) \$ 100,000 OFFICER & DIRECTOR \$ 5,000 PERSONAL AUTO LIABILITY \$ 1,000,000 GENERAL AGENTS \$ 2,000,000 PRODUCTS - CONSUMERS \$ 2,000,000	
						UNEMPLOYED VEHICLE LIABILITY (If a vehicle) \$ 1,000,000 RENTAL VEHICLE (Per person) \$ HEAVY DUTY SUV OCCURRING \$ TRUCKS \$ TRUCKS - CONSUMERS \$ 1,000,000 AGENTS \$ 2,000,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> AMENDMENT	X	80420010	11/10/2013	11/10/2014	FACTS OCCURRING \$ 2,000,000 AGENTS \$	
						AGENTS \$	
B	EMPLOYERS LIABILITY EMPLOYERS LIABILITY ANY OTHER EMPLOYERS LIABILITY DESCRIPTION OF OPERATIONS below	Y/N	N/A	8050502-8014	8/1/2014	8/1/2015	<input checked="" type="checkbox"/> FACTS OCCURRING \$ 1,000,000 <input type="checkbox"/> AGENTS \$ 1,000,000 ALL LIMITS: POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 03, Additional Details Schedule, if more space is needed)
 County of Siskiyou Public Works Dept. is named as additional insured, with respect to General liability per form CG2010B 1211

CERTIFICATE HOLDER (530) 488-5553 County of Siskiyou Public Works Dept. P.O. Box 1127 Irwin, CA 96037	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE W Perkins Co., Inc. /
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