

VN#	@00017255			
CT#	E2400272	FY 23/24		
ACCT:	5350	404010	- 728220	- BLK BUTTE
ACCT:	5350	404010	728230	OBERLIN
CT AMT:		\$ 0.02	KS	
	Annual	Total		

SOLID WASTE TRANSPORTATION SERVICES AGREEMENT

(For Non-Hazardous Materials)

This **SOLID WASTE TRANSPORTATION SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of July 1, 2023 (the “Effective Date”), by and between the County of Siskiyou (“County”), a political subdivision of the State of California, and Recology Ashland Inc., an Oregon Corporation (“Contractor”), together the (“Parties”).

WHEREAS, County owns and operates two transfer stations located at 3710 Springhill Road, Mount Shasta, California and 2420 Oberlin Road, Yreka, California (each a “Transfer Station” and collectively the “Transfer Stations”) where commercial haulers and members of the public deliver waste materials for disposal; and

WHEREAS, Contractor is engaged in the business of hauling and transporting solid waste materials; and

WHEREAS, County desires Contractor to transport solid waste materials collected at the County owned Transfer Stations to the Dry Creek Landfill located at 6260 Dry Creek Road, Eagle Point, Oregon (the “Landfill”).

WHEREAS, Contractor warrants that it has the experience and ability to perform the services set forth below; and

WHEREAS, County and Contractor desire to enter into this Agreement by which Contractor shall provide solid waste materials hauling and transport to the Landfill pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions herein contained, the parties agree as follows:

1. TERM & OPTION TO EXTEND

The term of this Agreement (the “Term”) shall commence on July 1, 2023 (the “Effective Date”) and shall continue for an initial term of twenty-four (24) months, through and including June 30, 2025, unless the Agreement is extended in accordance with this Section or terminated pursuant to Section 8 below. The Term of this Agreement may be extended by mutual written consent of both parties for a period of up to one (1) year. Should the parties choose to extend this Agreement, both parties shall meet and confer no later than ninety (90) days prior to the expiration of this Agreement to determine and specify the duration and terms of such extension.

2. SCOPE OF SERVICES

2.1 Contractor shall transport Acceptable Waste from the Transfer Stations in compliance with the mutually agreed upon schedule between Contractor and County as set forth in Exhibit “A” attached hereto. “Acceptable Waste” means “solid waste” as defined in Section 40191 of the California Public Resources Code, other than Excluded Waste. “Excluded Waste” means any material or category of material that (i) is or contains substances defined, regulated or listed as “hazardous,” “toxic,” a “pollutant,” or words of similar import under any Applicable Laws, (ii) is or contains “designated waste” as defined in California Water Code Section 13173, (iii) is “medical waste” as defined under the California Medical Waste Management Act, (iv) is prohibited from being received or disposed of

at the Landfill under Applicable Laws, (v) is source separated green waste or recyclables intended for processing, or (vi) in Contractor's reasonable opinion would present a risk to human health or the environment, cause a nuisance, or otherwise create or expose Contractor or County to potential liability. "Applicable Laws" means any and all applicable federal, state and local laws, statutes, codes, ordinance, rules, regulations, judgments, decisions, orders, permits, permit conditions, permit requirements, and mitigation measures, as in effect from time to time.

2.2 During the term of this Agreement, County commits to engage Contractor to transport all Acceptable Waste from the Transfer Stations and Contractor shall transport all trailers of Acceptable Waste from the Transfer Stations to the Landfill or any other mutually agreed upon permitted disposal facility in accordance with this Agreement, *provided, however*, that Contractor shall not be required to transport more than five hundred (500) tons of Acceptable Waste from each Transfer Station per week. In the event County requires transport of Acceptable Waste in excess of five hundred (500) tons from either Transfer Station in one week, then Contractor shall make reasonable best efforts to provide transport services for such additional material and, in the event Contractor is unable to perform such services, County may engage an alternative transportation service provider for such material.

2.3 Contractor shall supply, repair and replace a sufficient number of transport-ready trailers to safely, lawfully, and in compliance with all terms of this Agreement, transport up to five hundred (500) tons of Solid Waste per week from each Transfer Station during the term of this Agreement. Empty Trailers shall be delivered to the Transfer Station ready for loading with tops open, tarps rolled up and allother Trailer openings closed to prevent leakage or spill. The initial Trailer delivery schedule shall be developed in writing and mutually agreed upon between Contractor and County and incorporated as an addendum to this Agreement no later than August 1, 2023, or earlier.

2.4 County shall be solely responsible for loading all trailers and shall screen all Solid Waste and remove any and all Excluded Waste prior to loading into trailers using a screening protocol that has been pre-approved by Contractor. Notwithstanding Section 2.2 or any other term of this Agreement, Contractor shall not be required to transport Solid Waste from the Transfer Stations until County or its subcontractors performing work at the Transfer Stations have been trained on the identification, management, and required segregation of Excluded Waste to the satisfaction of Contractor in its sole discretion. Contractor may terminate this Agreement in the event that Contractor observes or reasonably believes that County is managing Excluded Waste in a manner that is either inconsistent with industry standards, Applicable Law, or that poses a risk to County or Contractor only after Contractor has provided County with written notice that County has breached its obligations under this Section of the Agreement and has failed to cure such breach within five (5) business days after written notice of the breach. Notwithstanding the foregoing or anything else in this Agreement, Contractor shall not have any obligation to provide transport services after Contractor has provided written notice of the breach of this section unless and until the County has cured such breach. County shall notify Contractor of personnel changes at the Transfer Stations during the term of this Agreement and shall certify that any new personnel responsible for the acceptance or loading of Solid Waste to be transported under this Agreement have been trained on the identification, management, and segregation of Excluded Waste prior to loading Solid Waste in Contractor's trailers. Contractor shall not have any obligation to perform loadchecks. Contractor shall have the right to observe County's operations of the Transfer Stations. County shall have the right to observe Contractor's Solid Waste transportation operations provided for under this Agreement.

2.5 Upon request by Contractor, County shall prepare and provide Contractor a job manifest (the “Job Manifest”) for each load to be transported by Contractor that includes load information reasonably requested by Contractor.

2.6 Notwithstanding anything else in this Agreement, Contractor shall have the right, in Contractor’s sole discretion, to reject any loads of Solid Waste that Contractor has reason to suspect may contain Excluded Waste.

2.7 In the performance of its obligations under this Agreement, Contractor and County shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, orders, decisions, codes, standards, licenses, permits, license or permit conditions, and similar requirements of government entities (collectively, “Applicable Law”), including health and safety laws, labor and employment laws, environmental laws, and antitrust and unfair competition laws.

3. BILLING, COMPENSATION AND RECORDS

3.1 County shall compensate Contractor for the transportation services in accordance with the schedule set forth on Exhibit A and rates set forth in Exhibit B. In the event that County requests Contractor to transport Acceptable Waste to a location other than the Landfill, the parties shall mutually agree on the transportation fee applicable to such services prior to Contractor being required to perform.

3.2 The prices listed on Exhibit A are for transportation services only and, for the avoidance of doubt, County shall be solely responsible for all disposal costs, fees, or any other charges incurred at the Landfill or elsewhere connected with Contractor’s delivery of Solid Waste under this Agreement, including but not limited to any costs or expenses relating to the proper disposal of any material rejected by the Landfill. County shall arrange for Landfill to bill County directly for any amounts connected with the material transported under this Agreement.

3.3 Contractor shall invoice County for services rendered on a monthly basis. County shall pay Contractor all undisputed amounts net thirty (30) days of County’s receipt of Contractor’s invoice. County’s payment shall be deemed to occur upon mailing or other rendering of payment to Contractor. All payments shall be made in U.S. dollars.

3.4 Contractor shall maintain accounting, statistical, operational, and other records related to its performance as necessary to provide reporting demonstrating compliance with this Agreement. Contractor shall maintain complete financial statements and accounting records for performance under this Agreement sufficient to allow for independent verification of Contractor’s ability to continue providing service through the term of this Agreement.

3.5 Upon request, Contractor shall allow County to examine all data and records to the extent necessary to substantiate Contractor’s invoices for services provided for under this Agreement. Such request shall be made at reasonable times with reasonable notice. The County reserves the right to produce any such documents examined to any State or local regulatory or permitting authority to the extent necessary for County to comply with Applicable Laws.

4. REPRESENTATIONS AND WARRANTIES

Contractor and County represent, warrant and covenant that:

4.1 Contractor shall perform the Services under this Agreement and County shall operate the Transfer Stations (i) in a safe and prudent manner in compliance with Applicable Law; (ii) in compliance with recognized best business practices and standards of performance in the industry; and (iii) in accordance with any special standards or instructions reasonably provided by Contractor to County relating to County's management of Solid Waste at the Transfer Stations.

4.2 To the extent any Contractor or County subcontractors are used in the performance of this Agreement, Contractor or County, as applicable, will remain directly responsible for the acts or omissions of their respective subcontractors.

4.3 County shall employ or retain only experienced, competent, able and legally licensed personnel in the operation of the Transfer Stations and Contractor shall employ or retain only experienced, competent, able and legally licensed personnel in providing the transportation services.

4.4 Contractor and County have previously obtained, and shall maintain during the Term, all permits and licenses required to perform their respective obligations under this Agreement. Contractor or County, as applicable, shall notify the other party immediately in the event that any of the aforementioned permits or licenses becomes suspended or revoked or is not renewed.

4.5 County shall ensure that all Transfer Station personnel that receive material at the Transfer Station, load material into trailers, or have any other contact or oversight on the material being received at the transfer station at any time during the term of this Agreement have been trained on the identification and proper handling of Excluded Waste.

4.6 Contractor warrants that it has the experience and ability to perform the services set forth in this Agreement.

4.7 Contractor warrants that as of the Effective Date it has arranged for sufficient capacity to accept and transport up to five hundred (500) tons per week of Acceptable Waste from each Transfer Station to the Landfill and will maintain such capacity throughout the term of this Agreement, and that it shall maintain such acceptance and transportation capacity throughout the term of this Agreement.

4.8 Contractor shall be responsible for acquisition, supply, operation, repair and replacement of all trailers and tractors required for the transportation of solid waste from the Facilities to the Landfill under this Agreement. Tractors and trailers used by Contractor in the performance of this Agreement shall be thoroughly washed on the exterior, and shall be kept clean, as needed, during the term of this Agreement so that they present a reasonably acceptable appearance to the County. The Contractor's name, license number, and truck identification number shall be clearly marked on all vehicles that travel off the Transfer Stations premises. County shall be responsible for moving trailers as needed from the loading areas to the designated location for pick up by Contractor and for preparing trailers to be transported with tarps securely covering each load.

4.10 All solid waste transport truck drivers shall be trained and qualified in the operation of the transfer vehicles and must have a valid driver's license, of the appropriate class, and County shall have reasonable access to all driver safety records upon request.

5. FORCE MAJEURE

5.1 Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is extremely impracticable for such Party to perform such obligations due to Force Majeure or the effect thereof. "Force Majeure" means (i) an act of God, flood, fire, earthquake, landslide, epidemic, storm or similar occurrence, (ii) an act of war, insurrection, terrorism, riot, civil disobedience, sabotage or similar occurrence, (iii) a strike or other labor action, or (iv) any other event or occurrence not the fault of, and beyond the reasonable control of, the Party claiming excuse. Contractor shall also be excused from performance during any period of inclement weather that makes driving conditions unsafe (in the reasonable opinion of Contractor), in the event of road closures, or if Contractor does not have access to the equipment required to perform. A Party claiming excuse under this section shall, as a condition thereof, promptly give notice thereof to the other Party together with a description of the Force Majeure, and use reasonable good faith efforts to remedy its inability to perform as quickly as possible.

6. INDEMNIFICATION

6.1 The Parties shall indemnify, defend (with counsel reasonably acceptable to the indemnified party) and hold harmless each other, its affiliates, and its and their respective shareholders, directors, officers, employees, agents and independent contractors (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, judgments, liabilities, damages, loss, penalties, fines, forfeitures, liens, and costs and expenses incidental thereto (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or resulting from:

(a) Injury of or death to any person (including bodily injury, emotional distress, pain and suffering, sickness, or disease) or damage to any property (including loss of use thereof) caused in whole or in part by any action or omission of the Parties;

(b) The Parties' breach of this Agreement, including breach of any representation, warranty, covenant, guarantee or other obligation of Contractor herein; or

(c) The Parties' willful misconduct, violation of Applicable Law, or negligent action or omission in connection with this Agreement.

6.2 The Parties' obligation to indemnify, defend and hold each other harmless shall not be excused because of a party's inability to evaluate the other party's liability or because a party evaluates such liability and determines that the other party is not liable to the claimant. The Parties' obligation to indemnify, defend and hold each other harmless shall apply regardless of the concurrent negligence or willful misconduct of the other party. but shall not apply to Claims arising out of or resulting from the sole negligence or sole willful misconduct of the indemnified party.

6.3 Each party shall notify the other party of any Claim for which indemnification is sought promptly after the party becomes aware of such Claim, *provided, however*, that no delay in providing such notification shall affect the Parties' obligation to indemnify, defend and hold each other harmless, unless (and then only to the extent that) the other party has been actually prejudiced by such delay.

6.4 The Parties shall not settle any Claim without the other party's prior written consent.; does not impose an injunction or other equitable relief upon the party subject to the settlement; does

not constitute an admission of wrongdoing by any such party; and results in the unconditional release of such party's with respect to all claims for which indemnification is sought.

6.5 Each Party shall be responsible and liable for all actions and omissions of its subcontractors, and its subcontractors' respective employees, agents, representatives and other personnel. All actions and omissions of such persons shall be deemed to be the actions and omissions of the respective party under this Agreement, including for purposes of the Parties' obligation to indemnify, defend and hold each other harmless.

6.6 The indemnity obligations under this Section are in addition to and are not limited by any insurance which the Parties are otherwise required to maintain under this Agreement.

7. INSURANCE

7.1 Contractor shall maintain insurance in compliance with this section. Contractor shall furnish insurance certificates evidencing the required coverages not later than ten (10) days prior to commencing any Services, and thereafter upon each policy renewal. Certificates should be sent to: **County of Siskiyou. Attention: Risk Management;** or emailed to: **generalservices@co.siskiyou.ca.us**. Contractor shall maintain the following policies with at least the following limits:

Workers' Compensation	Statutory limits for state(s) where goods or services provided	
Employer's Liability	Bodily Injury by Accident – Each Accident	\$1,000,000
	Bodily Injury by Disease – Each Employee	\$1,000,000
	Bodily Injury by Disease – Policy Limit	\$1,000,000
Commercial General Liability	Premises-Operations – Each Occurrence	\$1,000,000
	Annual Aggregate (Other Than Prod.-Compl. Ops.)	\$1,000,000
	Products-Completed Operations – Each Occurrence	\$1,000,000
	Products-Completed Operations – Annual Aggregate	\$1,000,000
Automobile Liability*	Combined Single Limit – Each Accident	\$1,000,000
Umbrella Liability**	Single Limit – Each Occurrence	\$5,000,000
	Policy Limit	\$5,000,000
*Shall include MCS-90 and CA 9948 endorsements, or their equivalents.		
**In excess of Employer's Liability, Commercial General Liability and Automobile Liability.		

7.2 Each policy required hereunder shall, or shall be endorsed to: (i) contain a waiver of subrogation in favor of County; (ii) name County as additional insured, except for Workers' Compensation and Employer's Liability; (iii) be primary, and any insurance or self-insurance maintained by such additional insureds shall not contribute with it, except for Workers' Compensation and Employer's Liability; (iv) remain in effect throughout the Term, and if written on a claims-made basis for five (5) years thereafter; (v) contain "cross-liability" or "separation of insureds" coverage; (vi) be issued by companies licensed in each state where goods or services are provided, with an A.M. Best rating of A-VII or better; and (vii) otherwise be in a form and issued by companies reasonably acceptable to County. If the issuer of any policy required hereunder is the subject of bankruptcy or insolvency proceedings, or becomes insolvent, Contractor shall within five (5) business days substitute another policy and issuer meeting the requirements of this section.

8. TERMINATION

Either party may terminate this Agreement upon written notice to the other party if (i) any representation or warranty of such other party proves to have been materially false or misleading when made, or (ii) such other party has breached any of its obligations under this Agreement and has failed to cure such breach within five (5) business days after written notice of the breach by the non-breaching party. The Parties may, upon mutual consent in writing, terminate this Agreement in the event the Parties enter into a superseding operating agreement between County and Contractor. In addition, either party may terminate this Agreement upon written notice to the other party if such other party fails to pay its debts generally as they become due, or commences a proceeding for relief under any bankruptcy, insolvency or similar law, or an involuntary proceeding is commenced against it under any such law which remains undismissed or unstayed for ninety (90) days, or if an order is made or a resolution is passed for its liquidation, dissolution or winding up. The termination rights in this section shall be in addition to, and not in lieu of, any other rights or remedies available to a party under this Agreement, under Applicable Law, or otherwise.

9. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be finally determined by binding arbitration in San Francisco, California before a single neutral arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those rules, as in effect on the date a claim is first filed. Judgment on the award may be entered in any court having jurisdiction. This section shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by it in connection with the arbitration. The costs of the arbitration, including JAMS/arbitrator fees, shall be shared equally by the parties. The parties shall treat the proceedings, any related discovery and the arbitrator's decisions as confidential, except in connection with judicial proceedings ancillary to the arbitration, or as required by law or to protect a legal right of a party.

10. MISCELLANEOUS

10.1 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law or conflicts of law provisions.

10.2 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior representations, understandings and agreements with respect thereto. All exhibits, schedules and attachments hereto are integral parts of this Agreement and are incorporated herein by this reference.

10.3 Severability. The provisions of this Agreement shall be severable. The invalidity or unenforceability of any provision shall not affect the validity or enforceability of any other provision. If any provision is deemed invalid or unenforceable by a court or arbitrator, such provision shall be given effect to the maximum extent permitted by law.

10.4 Amendment. No modification, waiver or amendment of this Agreement or any provision hereof shall be effective unless in writing and signed by the party(ies) to be bound.

10.5 No Waiver. No delay in exercising or failure to exercise any right or remedy hereunder shall constitute a waiver thereof or of any other right or remedy. No single or partial exercise of any right or remedy hereunder shall preclude any other or future exercise of such right or remedy or the exercise of any other right or remedy.

10.6 Remedies Cumulative. All remedies afforded to any party hereto, whether under this Agreement, at law, in equity or otherwise, shall be cumulative and not alternative. Time is of the essence of this Agreement.

10.7 Joint Drafting. This Agreement shall be construed as if drafted jointly by the parties. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship or alleged authorship of any provision hereof. Each party represents and warrants that it has had the opportunity to seek the advice of an attorney of such party's choosing in connection with this Agreement.

10.8 Independent Contractor. The relationship between the parties shall be that of independent contractors. Any other relationship, including joint venture, partnership, employment or agency, is expressly denied. Contractor shall have sole control over the manner and method of providing the transportation services, and County's only interest shall be in the results of such services. Neither party shall have the authority to act for the other, or shall hold itself out as a representative of the other.

10.9 Notices. All notices required or permitted hereunder shall be in writing, shall be sent to the recipient's address or fax number on the signature page hereof (or such other address or fax number as a party may designate by written notice in accordance with this section), and shall be deemed effectively given upon personal delivery to the party to be notified, upon confirmed fax transmission (or the next business day, if transmission occurs after the recipient's normal business hours), or upon confirmed delivery by a nationally recognized overnight courier.

10.10 Assignment. Contractor may freely assign this Agreement to an Affiliate or to a successor by merger or by acquisition of all or substantially all of Contractor's assets.

10.11 Subcontracting. Contractor may subcontract any of its obligations under this Agreement without the prior written consent of County. No subcontracting shall release a party from any of its obligations hereunder, whether or not consented to by the other party. A subcontracting party (i) shall be responsible and liable for all actions and omissions of its subcontractor, (ii) shall ensure that its subcontractor complies with each and every provision of this Agreement as if the subcontractor were a party hereto, including the requirement to carry insurance, and (iii) shall be solely responsible for all payments to its subcontractor.

10.12 No Publicity. Unless otherwise required by Applicable Law, the parties shall keep confidential the terms of this Agreement and, if applicable, the nature of any dispute, including the terms of any settlement of any dispute, between the parties arising out of this Agreement.

10.13 Survival. All payment obligations, dispute resolution provisions, representations, warranties, guarantees, limitations of liability, and indemnity, defense and hold harmless provisions set forth in this Agreement, as well as the provisions of this section entitled "Miscellaneous," shall survive the expiration or earlier termination of this Agreement.

10.14 Accrual of Cause of Action. As between County and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not earlier than the termination of this Agreement.

10.15 Construction. All section headings are for convenience only and shall not affect the interpretation of this Agreement. As used herein, the word “including” and its variants mean “including without limitation.”

10.16 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A party’s delivery of a duly executed signature page by fax or by email in PDF format shall be sufficient to bind the party.

See Signatures on next page

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the dates set forth below, each signatory represents that they have the authority to execute this Agreement and to bind the Party on whose behalf their execution is made.

Date: 6/30/2023

Date: 6/30/2023

DocuSigned by: **CONTRACTOR: Recology Ashland Inc.**

Salvatore M. Coniglio

Salvatore M. Coniglio, President & Chief Executive Officer

Cary Chen

Cary Chen, Executive Vice President, Chief Legal, Risk Officer and Corporate Secretary

License No.: 1400337

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 93-0547170

DocuSigned by: **COUNTY OF SISKIYOU**

Angela Davis

7/6/2023

Angela Davis, County Administrator (Date)

DocuSigned by: **APPROVED AS TO LEGAL FORM:**

Dana Barton

7/5/2023

Natalie E. Reed, County Counsel (Date)

ACCOUNTING:

Fund	Organization	Account	Rate: 0.01
5350	404010	728220 Black Butte	
5350	404010	728230 Oberlin Road	

Encumbrance number (if applicable): N/A

If not to exceed, include amount not to exceed: N/A

Diane L. Olson

7/5/2023

Diane Olson, Auditor-Controller (Date)

DocuSigned by: **APPROVED AS TO INSURANCE REQUIREMENTS:**

Melissa Cummins

7/6/2023

Melissa Cummins, Risk Management (Date)

EXHIBIT A –Transport Schedule

To the extent feasible based on weather, road conditions or other events outside of Contractor's control, Contractor shall transport loaded trailers of Acceptable Waste from each Transfer Station Monday through Friday. Contractor reserves the right to modify this schedule upon County's consent, such consent which shall not be unreasonably withheld.

EXHIBIT B –Transport Rates

See attached.

Recology-Siskiyou County Base Transportation Rates: The Base Transportation Rates below are the per haul rate from each Transfer Station to the Landfill, exclusive of the Fuel Surcharge described below.

Black Butte	Yreka
\$ 652.00	\$561.00

The Base Transportation Rates include compensation for fuel at the rate of \$2.00 per gallon. Due to the potential volatility of fuel prices during the term of the agreement, County shall also pay Contractor the fuel surcharge ("Fuel Surcharge") described in this paragraph in addition to the applicable Base Transportation Rate. The Fuel Surcharge shall be based on fluctuations in the West Coast less California, Diesel (On-Highway) - All Types, Retail Prices, Weekly, published by the U.S. Energy Information Administration (the "Fuel Index"). If in any week the Fuel Index exceeds \$2.00/gallon, County shall pay Contractor a Fuel Surcharge, rounding up or down to the nearest five-cent increment listed in the table below, in addition to the Base Transportation Rate for each haul made during that week equal to the applicable dollar amount shown in the chart below. For example, if in a given week the Fuel Index is \$4.03/gallon, the Fuel Surcharge that would apply to each haul from the Black Butte Transfer Station would be \$92.00 and County would pay the Base Transportation Rate of \$652.00 plus \$92.00.

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

Index Pricing	Black Butte	Yreka
\$ 2.00	\$ -	\$ -
\$ 2.05	\$ 2.24	\$ 1.58
\$ 2.10	\$ 4.49	\$ 3.16
\$ 2.15	\$ 6.73	\$ 4.73
\$ 2.20	\$ 8.98	\$ 6.31
\$ 2.25	\$ 11.22	\$ 7.89
\$ 2.30	\$ 13.46	\$ 9.46
\$ 2.35	\$ 15.71	\$ 11.04
\$ 2.40	\$ 17.95	\$ 12.62
\$ 2.45	\$ 20.20	\$ 14.20
\$ 2.50	\$ 22.44	\$ 15.78
\$ 2.55	\$ 24.68	\$ 17.35
\$ 2.60	\$ 26.93	\$ 18.93
\$ 2.65	\$ 29.17	\$ 20.51
\$ 2.70	\$ 31.42	\$ 22.09
\$ 2.75	\$ 33.66	\$ 23.66
\$ 2.80	\$ 35.90	\$ 25.24
\$ 2.85	\$ 38.15	\$ 26.82
\$ 2.90	\$ 40.39	\$ 28.40
\$ 2.95	\$ 42.64	\$ 29.97
\$ 3.00	\$ 44.88	\$ 31.55

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

West Coast less Washington Index Price

Index Pricing	Black Butte	Yreka
\$ 3.05	\$ 47.12	\$ 33.13
\$ 3.10	\$ 49.37	\$ 34.71
\$ 3.15	\$ 51.61	\$ 36.28
\$ 3.20	\$ 53.86	\$ 37.86
\$ 3.25	\$ 56.10	\$ 39.44
\$ 3.30	\$ 58.34	\$ 41.02
\$ 3.35	\$ 60.59	\$ 42.59
\$ 3.40	\$ 62.83	\$ 44.17
\$ 3.45	\$ 65.08	\$ 45.75
\$ 3.50	\$ 67.32	\$ 47.33
\$ 3.55	\$ 69.56	\$ 48.90
\$ 3.60	\$ 71.81	\$ 50.48
\$ 3.65	\$ 74.05	\$ 52.06
\$ 3.70	\$ 76.30	\$ 53.64
\$ 3.75	\$ 78.54	\$ 55.21
\$ 3.80	\$ 80.78	\$ 56.79
\$ 3.85	\$ 83.03	\$ 58.37
\$ 3.90	\$ 85.27	\$ 59.95
\$ 3.95	\$ 87.52	\$ 61.52
\$ 4.00	\$ 89.76	\$ 63.10
\$ 4.05	\$ 92.00	\$ 64.68
\$ 4.10	\$ 94.25	\$ 66.26
\$ 4.15	\$ 96.49	\$ 67.83
\$ 4.20	\$ 98.74	\$ 69.41
\$ 4.25	\$ 100.98	\$ 70.99
\$ 4.30	\$ 103.22	\$ 72.57
\$ 4.35	\$ 105.47	\$ 74.14
\$ 4.40	\$ 107.71	\$ 75.72
\$ 4.45	\$ 109.96	\$ 77.30
\$ 4.50	\$ 112.20	\$ 78.88
\$ 4.55	\$ 114.44	\$ 80.45
\$ 4.60	\$ 116.69	\$ 82.03
\$ 4.65	\$ 118.93	\$ 83.61
\$ 4.70	\$ 121.18	\$ 85.19
\$ 4.75	\$ 123.42	\$ 86.76
\$ 4.80	\$ 125.66	\$ 88.34
\$ 4.85	\$ 127.91	\$ 89.92
\$ 4.90	\$ 130.15	\$ 91.50
\$ 4.95	\$ 132.40	\$ 93.07
\$ 5.00	\$ 134.64	\$ 94.65
\$ 5.05	\$ 136.88	\$ 96.23

Recology-Siskiyou County Fuel Surcharge

\$2.00 base fuel price

West Coast less Washington Index Price

Index Pricing	Black Butte	Yreka
\$ 5.10	\$ 139.13	\$ 97.81
\$ 5.15	\$ 141.37	\$ 99.38
\$ 5.20	\$ 143.62	\$ 100.96
\$ 5.25	\$ 145.86	\$ 102.54
\$ 5.30	\$ 148.10	\$ 104.12
\$ 5.35	\$ 150.35	\$ 105.69
\$ 5.40	\$ 152.59	\$ 107.27
\$ 5.45	\$ 154.84	\$ 108.85
\$ 5.50	\$ 157.08	\$ 110.43
\$ 5.55	\$ 159.32	\$ 112.00
\$ 5.60	\$ 161.57	\$ 113.58
\$ 5.65	\$ 163.81	\$ 115.16
\$ 5.70	\$ 166.06	\$ 116.74
\$ 5.75	\$ 168.30	\$ 118.31
\$ 5.80	\$ 170.54	\$ 119.89
\$ 5.85	\$ 172.79	\$ 121.47
\$ 5.90	\$ 175.03	\$ 123.05
\$ 5.95	\$ 177.28	\$ 124.62
\$ 6.00	\$ 179.52	\$ 126.20
\$ 6.05	\$ 181.76	\$ 127.78
\$ 6.10	\$ 184.01	\$ 129.36
\$ 6.15	\$ 186.25	\$ 130.93
\$ 6.20	\$ 188.50	\$ 132.51
\$ 6.25	\$ 190.74	\$ 134.09
\$ 6.30	\$ 192.98	\$ 135.67
\$ 6.35	\$ 195.23	\$ 137.24
\$ 6.40	\$ 197.47	\$ 138.82
\$ 6.45	\$ 199.72	\$ 140.40
\$ 6.50	\$ 201.96	\$ 141.98
\$ 6.55	\$ 204.20	\$ 143.55
\$ 6.60	\$ 206.45	\$ 145.13
\$ 6.65	\$ 208.69	\$ 146.71
\$ 6.70	\$ 210.94	\$ 148.29
\$ 6.75	\$ 213.18	\$ 149.86
\$ 6.80	\$ 215.42	\$ 151.44
\$ 6.85	\$ 217.67	\$ 153.02
\$ 6.90	\$ 219.91	\$ 154.60
\$ 6.95	\$ 222.16	\$ 156.17
\$ 7.00	\$ 224.40	\$ 157.75