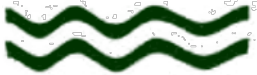




KWRA
A Joint
Powers Authority



Board of Directors

Patricia Matthews
- Chair
City of Lemoore

Diane Sharp
City of Hanford

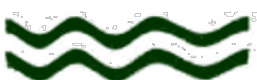
Joe Neves
County of Kings

Richard Fagundes
County of Kings

Jerry Robertson –
Vice Chair
City of Corcoran

Parveen Sandhu
Executive Director

KWRA
7803 Hanford-Armona
Road
Hanford, CA 93230
Phone: 559.583.8829
Fax: 559.582.2757



**KINGS WASTE & RECYCLING AUTHORITY BOARD OF DIRECTORS
SPECIAL MEETING**

Date: Wednesday, February 29, 2024

Time: 8:00 A.M.

Location: Kings Waste and Recycling Authority
Conference Room
7803 Hanford-Armona Road
Hanford, CA 93230

Virtually on TEAMS: [Microsoft TEAMS - Click to Join Meeting](#)

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact Rosa Macias at 559-583-8829. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

AGENDA

- | <u>Item No.</u> | <u>Description</u> |
|-----------------|---|
| 1. | Call to Order / Pledge of Allegiance |
| 2. | Unscheduled Appearances – Public Comment
<i>Any person may directly address the Board at this time on any item on the agenda, or on any other items of interest to the public, that is within the subject matter jurisdiction of the Board. Three (3) minutes are allowed for each item.</i> |
| 3. | Action Item: Approve a transportation contract with Jason Proctor Transportation Inc |
| 4. | Upcoming Board Meeting Schedule:

Wednesday, March 27, 2024 @ 8:00 AM
Wednesday, April 24, 2024 @ 8:00 AM – Canceled
Wednesday, May 29, 2024 @ 8:00 AM
Wednesday, June 26, 2024 @ 8:00 AM – Canceled
Wednesday, July 31, 2024 @ 8:00 AM
Wednesday, August 28, 2024 @ 8:00 AM – Canceled
Wednesday, September 25, 2024 @ 8:00 AM
Wednesday, October 30, 2024 @ 8:00 AM – Canceled
Wednesday, November 27, 2024 @ 8:00 AM
Wednesday, December 25, 2024 @ 8:00 AM – Canceled |
| 5. | Adjournment |

Item No. 2

Unscheduled Appearances

Unscheduled speakers may address the Board concerning any agenda item or any activity of KWRA at the beginning of the meeting, or may elect to address the Board on any agenda item at the time that the item is called upon by the Chair but before the matter is considered by the Board in the staff report. Unscheduled comments will be limited to three minutes. The Board may permit comment through the remote teleconference line to the extent feasible.

Item No. 3

Hauling Agreement with Jason Proctor Transportation Inc

On January 1, 2009, Kings Waste & Recycling Authority (KWRA) entered into an agreement with Jason Proctor Transportation Inc (JPT) for the hauling of Municipal Solid Waste (MSW) to the Kettlemen Hills Landfill operated by Chemical Waste Management. Historically, Proctor Transportation Companies have been hauling MSW for KWRA since 1998. The 2009 agreement has been extended twice and last amendment expired on December 31, 2020. Since that date, both parties have been operating on a month to month basis abiding by the terms of the agreement.

The hauling agreement between KWRA and JPT has evolved to encompass the transportation of Mixed Recyclables to Mid Valley Recycling in Fresno and Construction and Demolition Debris. The new agreement is securing transportation needs of KWRA for the next five years until December 31, 2028, with two successive one year renewal periods. Per ton hauling charges have increased to \$17.00 for MSW (\$9.50 in 2009 agreement), \$17.00 for C&D (\$15.00 previously), and \$20.50 for recyclables (\$12.75 in 2019). A semi-annual adjustment for the cost of fuel will be based by 1% increase or decrease for every \$.08 increase/decrease in the cost of fuel. A rate adjustment of half of CPI will be conducted annually based on the San Francisco-Oakland-Hayward, CA, Series ID: CUURS49BSA0 CPI.

This agreement secures a long term hauling of MSW, C&D and recyclable materials from KWRA to respective destinations for disposal and recycling. Currently, MSW is being hauled to Kettlemen Hills and Avenal Landfill. Avenal Landfill also accepts ground C&D material from KWRA. Recyclable material is sent to Mid Valley Recycling at their facility in Fresno.

It is requested that the KWRA Board of Directors:

- 1. Authorize the KWRA Interim Executive Director to sign the second amendment with Jason Proctor Transportation Inc.***

SOLID WASTE HAULING AGREEMENT

This Solid Waste Hauling Agreement (hereinafter referred to as “Agreement”) is entered into as of January 1, 2024 (“Effective Date”) by and between the Kings Waste & Recycling Authority, a joint powers agency formed under the laws of the State of California (hereinafter referred to as the “AUTHORITY”) and Jason Proctor Transportation, Inc., a California corporation (hereinafter referred to as “CONTRACTOR”).

RECITALS

- A. The AUTHORITY and CONTRACTOR entered into a Solid Waste Hauling Agreement effective January 1, 2016, for CONTRACTOR to haul municipal solid waste from the AUTHORITY Material Recovery Facility located at 7803 Hanford-Armona Road, Hanford, California (hereinafter referred to as “MRF”) to the Kettleman Hills Landfill owned and operated by Waste Management, Inc. located on Highway 41 approximately three miles west of Kettleman City, California.
- B. The aforementioned Solid Waste Hauling Agreement has expired and the AUTHORITY and CONTRACTOR desire to enter into a new agreement for CONTRACTOR to provide trucking services to haul municipal solid waste, construction and demolition debris, and recyclables, for five years with rate increases.

NOW, THEREFORE, in consideration of the foregoing and each and every covenant and condition contained herein, the parties hereto agree as follows:

OPERATIVE PROVISIONS

1. RECITALS.

AUTHORITY and CONTRACTOR both agree that the Recitals are true and correct and are hereby incorporated into this Agreement.

2. TERM OF AGREEMENT.

2.1 TERM. Subject to the termination provisions set forth herein, the term of this Agreement (“Term”) shall commence on the Effective Date and continue through December 31, 2028.

2.2 AUTOMATIC RENEWAL. The term of this Agreement shall automatically extend for two successive one-year periods at the end of the original term and at the end of the first one-year renewal term, if there is one, unless, either party gives the notice set forth below. Either party may prevent the automatic renewal provisions from implementing by giving to the other party written notice of non-renewal. To be effective, such notice of non-renewal must be given at least ninety days prior to the end of the original term or the end of the first one-year renewal term, whichever is applicable.

3. CONTRACTOR'S DUTIES.

During the Term, CONTRACTOR shall perform the duties set forth below according to the standard of performance in Section 11.10 and shall furnish all equipment, materials, facilities and means, except as otherwise expressly specified herein, necessary to properly perform and complete all work required by this Agreement. In the performance of such obligations, CONTRACTOR shall report directly to the AUTHORITY Executive Director or his or her designee. Said obligations shall include the following specific duties:

3.1 SOLID WASTE COLLECTION AND TRANSPORT.

3.1.1 COLLECTION. The CONTRACTOR shall collect and remove all municipal solid waste and construction and demolition debris subject to transfer from the MRF and shall transport such municipal solid waste and construction and demolition debris to and deposit it in the Kettleman Hills Landfill or in the Avenal Regional Landfill operated by Waste Connections and located at 1200 Skyline Blvd, Avenal, CA 93204. The landfills shall be individually referred to as "Landfill" or collectively referred to as "Landfills" herein. Waste Management, Inc. and Waste Connections are individually referred to as "Landfill Operator" or collectively referred to as "Landfill Operators" herein. The CONTRACTOR shall collect and remove all recyclables subject to transfer from the MRF and shall transport such recyclables to and deposit them at a permitted recycling facility in Fresno, California designated by the AUTHORITY.

3.1.2 SCHEDULE OF COLLECTION. CONTRACTOR shall provide municipal solid waste, construction and demolition debris, and recyclables collection and removal services five days per week, Monday through Friday. CONTRACTOR shall be guaranteed ten trips per day at a minimum billed amount of twenty tons per trip. In addition, if necessary, CONTRACTOR shall be required to haul municipal solid waste, construction and demolition debris, and recyclables from the MRF for a maximum of six Saturdays during each year, when and if communities within Kings County have "community clean-up" days.

3.1.3 COVERED LOADS. CONTRACTOR shall cover each and every load during transport.

3.1.4 EXTRA SERVICE. CONTRACTOR shall provide additional services at the request of the Executive Director at rates agreed upon between the Parties.

3.1.5 TRUCKS AND TRAILERS. The CONTRACTOR agrees to provide a sufficient number of trucks and trailers (hereinafter referred to for convenience as "truck" or "trucks") so that all solid waste delivered to the MRF on any day shall be delivered to the Landfill that same day, with the last truck leaving the MRF no later than 3:00 p.m., but with sufficient time to allow it to reach the Landfill by the daily closing time of the Landfill. CONTRACTOR shall provide no fewer than the number of trucks necessary to haul a minimum of fifteen loads to the Landfill on

peak days, given the hours of operation of the Landfill as set forth in Section 3.2.2 below.

CONTRACTOR shall maintain all equipment in good operating order and repair and in a reasonable condition of cleanliness and shall assure that there is a minimum of three trucks available and in service at all times during the Term.

3.2 DEPOSIT OF WASTE IN LANDFILL AND HOURS.

3.2.1 DEPOSIT OF WASTE. All solid waste not otherwise prohibited or excluded by this Agreement or by the provisions of local, state or federal laws or regulations shall be deposited by CONTRACTOR at the Landfill in a manner and place as directed by the AUTHORITY Executive Director and by the Landfill Operator.

3.2.2 HOURS. CONTRACTOR shall deliver municipal solid waste and construction and demolition debris to the Landfill only during Landfill hours of operation. CONTRACTOR shall comply with other required and reasonable restrictions on hours, access restrictions and operational standards issued by the AUTHORITY or by the Landfill Operator. CONTRACTOR shall deliver recyclables to the permitted recycling facility in Fresno, California designated by the AUTHORITY only during that facility's hours of operation.

3.3 TRUCKING REPORTS.

3.3.1 Incident Reports. CONTRACTOR shall report in writing to the Executive Director any accident involving injury, or damage to property or equipment or any "unusual incident" (including injury to CONTRACTOR's employees or agents and damage to CONTRACTOR's property or equipment) which occurs during the performance of obligations hereunder. Such incident report shall be made within 24 hours after the occurrence of such incident.

3.3.2 Vehicle Violations. CONTRACTOR shall provide to the AUTHORITY a copy of any and all vehicle violations pertaining to the CONTRACTOR's equipment utilized in the performance of this Agreement. Such copy shall be provided within forty-eight (48) hours of the issuance of such citation. Any citation issued by any law enforcement agency pertaining to equipment violation shall immediately be corrected.

3.3.3 Licenses and PUC Certificates. CONTRACTOR shall obtain and keep in full force and effect all licenses and certificates which CONTRACTOR is required to obtain and maintain in order to provide services hereunder, including, but not limited to, all licenses or certificates to be obtained from the California Public Utilities Commission, the California Highway Patrol and the Kings County Department of Public Health. AUTHORITY shall be provided with current copies of all such licenses and certificates issued to CONTRACTOR.

3.4 LEGAL COMPLIANCE. CONTRACTOR shall abide by and comply with all federal, state and local statutes and administrative regulations and guidelines pertaining to the operation of CONTRACTOR's business under the terms of this Agreement.

4. COMPENSATION.

4.1 BASE TRUCKING RATE. CONTRACTOR shall be paid at the rate of \$17.00 per ton for each ton of municipal solid waste and construction and demolition debris collected from the MRF and delivered to the Landfill. CONTRACTOR shall be paid at the rate of \$20.50 per ton of each ton of recyclables collected from the MRF and delivered to a permitted recycling facility in Fresno, California designated by the AUTHORITY. The rates within this paragraph shall be adjusted annually by an amount not to exceed half of the actual 12-month annual percentage change (January to December in the prior calendar year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted, All Items, San Francisco-Oakland-Hayward, CA, Series ID: CUURS49BSA0 ("CPI"), as maintained and published by the United States Department of Labor, U.S. Bureau of Labor Statistics.

4.2 FUEL SURCHARGE ADJUSTMENTS. The charges identified by the CONTRACTOR and established in the Agreement may be adjusted to factor in the fluctuation of diesel fuel prices. The fuel adjustment may increase or decrease by one percent (1%) for every eight cent (\$.08) increase or decrease in the price of diesel fuel. This calculation shall be done semi-annually, based upon the average price paid by the CONTRACTOR for diesel during a period of time specified in the Agreement per Exhibit A.

5. AUTHORITY RESPONSIBILITY.

5.1 MONITOR AND ADMINISTER CONTRACT. The AUTHORITY Executive Director, under the policy direction of the AUTHORITY Board of Directors, shall be responsible for monitoring and administering this Agreement and the overall AUTHORITY solid waste system. The AUTHORITY continues to be the owner and manager of the AUTHORITY MRF and solid waste system and the solid waste stream processed in the MRF until CONTRACTOR collects the solid waste. CONTRACTOR shall follow the management directions of the Executive Director with respect to day-to-day operations under this Agreement and shall otherwise cooperate fully with AUTHORITY in the discharge of its solid waste program and the legal obligations pertaining to solid waste collection and disposal. CONTRACTOR shall maintain and make available to the Executive Director, the County Auditor or the latter's designees upon reasonable prior notice all records related to the services provided hereunder by CONTRACTOR.

5.2 MRF SITE ACCESS MAINTENANCE. It shall be the duty of the AUTHORITY to provide reasonable MRF site access maintenance, including water removal, fire clearance, and maintenance of the fencing, gates, signs and asphalt surface of the MRF site.

6. BREACH.

6.1 FAILURE TO MAKE COLLECTION. In the event that CONTRACTOR fails to collect municipal solid waste, construction and demolition debris, or recyclables in accordance with the collection schedule required in this Agreement, CONTRACTOR shall be given notice of such breach by the Executive Director or his or her designee, which notice, if verbal, shall be confirmed in writing. CONTRACTOR shall have twelve (12) hours from such notice (verbal or written whichever first occurs) within which to cure said breach. In the event that CONTRACTOR fails to cure said breach within twelve (12) hours of the time of such notice, the AUTHORITY may either cure the default itself by use of its own employees and equipment or by utilizing a third party contractor. The AUTHORITY shall charge the CONTRACTOR for such service to remedy the breach and the CONTRACTOR shall be responsible for paying the cost thereof. In addition to any other remedy, said cost may be deducted from any monies owed or to be owed to CONTRACTOR under the terms of this Agreement in addition to any other remedy available in law or equity. CONTRACTOR shall provide a 24 hour telephone number equipped with an answering machine to receive notice calls from the Executive Director. A message left on the answering machine or to any person answering the call shall constitute Notice to the CONTRACTOR under this section.

6.2 OTHER BREACHES. Any other breach or default by CONTRACTOR other than the following or that set forth in Section 6.1 above shall be cured within ten (10) days of the date of notice of said breach.

6.2.1 EXCEPTION TO TEN DAY CURE.

- a) Failure to carry required insurance shall entitle the AUTHORITY to immediately obtain the required insurance coverage and to charge the cost thereof to CONTRACTOR.
- b) Failure to report accidents involving injury to persons or damage to property reasonably estimated to exceed \$500 shall be cured within notice of 24 hours of such event.
- c) Failure to correct vehicle safety citations within five (5) days of issuance.
- d) Failure to comply with orders of the Local Enforcement Agency under the Solid Waste and Health Laws of the State of California.

6.3 FINES AND PENALTIES. In addition to the foregoing, CONTRACTOR shall be liable for any fines or penalties assessed against AUTHORITY and/or AUTHORITY or CONTRACTOR due to CONTRACTOR's failure to provide service or otherwise comply with this Agreement.

7. REMEDIES.

7.1 DEFAULT BY CONTRACTOR. In the event of default by the CONTRACTOR, which default is not cured within the applicable times provided above, shall entitle the AUTHORITY to terminate this Agreement, or any portion thereof, and/or seek any and all remedies available under this Agreement, at law, or in equity.

7.2 DEFAULT BY AUTHORITY. In the event of default by the AUTHORITY, which default is not cured within thirty (30) days of receipt of written notice from CONTRACTOR specifying the nature of such default, CONTRACTOR shall be entitled to terminate this Agreement and/or seek any and all remedies available under this Agreement, at law, or in equity.

8. PROPERTY TAXES.

CONTRACTOR acknowledges and understands that CONTRACTOR's use of the MRF site for the storage of and placement of equipment may result in the imposition of a possessory interest tax by the Kings County Assessor under California Revenue and Taxation Code section 107. In the event that the Assessor imposes a possessory interest tax as described above, it will be CONTRACTOR's responsibility to pay such tax.

9. CHANGES IN LAWS OR REGULATIONS.

In the event of changes in any laws or regulations or the interpretation of any existing laws by any public agency which adversely affect funding or operations under this Agreement and CONTRACTOR and the AUTHORITY are unable to agree on an amendment to this Agreement to satisfactorily accommodate such change or interpretation, either party may terminate this Agreement upon sixty (60) days prior written notice to the other party.

10. HAZARDOUS WASTE.

10.1 UNKNOWN HAZARDOUS WASTE. CONTRACTOR shall not be responsible for the transport or deposit of any hazardous waste, the existence of which is unknown to him or his agents.

10.2 KNOWN OR SUSPECTED HAZARDOUS WASTE. In the event CONTRACTOR has a reasonable belief that any hazardous waste is present in any solid waste collected or to be collected, CONTRACTOR shall immediately notify the Executive Director and shall not deposit said hazardous waste in the Landfill without specific written instructions and authorization from the Executive Director and the Landfill Operator.

10.3 COOPERATION. CONTRACTOR and AUTHORITY understand that the laws with respect to hazardous waste and solid waste in general are constantly evolving. The parties hereto agree to mutually cooperate in modifying this Agreement to comply with any such new solid waste handling laws and regulations.

11. GENERAL PROVISIONS.

11.1 INDEPENDENT CONTRACTOR. For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor, and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as “Contractor”) shall not be, for any purpose of this Agreement, an employee or agent of AUTHORITY. As an independent contractor, the following shall apply:

11.1.1 Except as otherwise expressly set forth herein, CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

11.1.2 CONTRACTOR shall be responsible to AUTHORITY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to AUTHORITY’s control with respect to the physical actions or activities of CONTRACTOR in fulfilling the requirements of this Agreement.

11.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers’ compensation insurance and any other costs and expenses in connection with the performance of services under this Agreement.

11.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through AUTHORITY, and AUTHORITY shall not provide or be obligated to provide the CONTRACTOR with, workers’ compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of AUTHORITY.

11.1.5 CONTRACTOR shall not be entitled to have AUTHORITY withhold or pay, and AUTHORITY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of AUTHORITY.

11.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any AUTHORITY fringe benefit program including, but not limited to, AUTHORITY’s pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to AUTHORITY’s employees.

11.1.7 AUTHORITY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

11.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of AUTHORITY.

11.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the AUTHORITY in any way without the written consent of the AUTHORITY.

11.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to AUTHORITY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to engage in the business activity which is the subject of this Agreement. CONTRACTOR represents and warrants to AUTHORITY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the Term any licenses, permits, and approvals which are legally required for CONTRACTOR to engage in its business at the time the services are performed and that proof of all such documentation be made available to the AUTHORITY upon request.

11.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

11.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement.

11.5 INSURANCE. Prior to approval of this Agreement, CONTRACTOR shall file with the AUTHORITY evidence of the required insurance as set forth in Exhibit B attached hereto. Such insurance coverage shall be issued to, and maintained at the expense of, CONTRACTOR during the entire term of this Agreement. "Endeavor" notice clauses will not be accepted.

11.6 INDEMNITY. CONTRACTOR shall defend, indemnify, and hold harmless AUTHORITY, its elected and appointed councils, boards, commissions, officials and officers, and its employees and agents, from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

11.7 CONTRACTOR NOT AGENT. Except as AUTHORITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of AUTHORITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind AUTHORITY to any obligation whatsoever.

11.8 ASSIGNMENT PROHIBITED. CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect without the express written consent of the Board of Directors. Any assignment without obtaining the prior approval of the Board shall terminate this Agreement and all rights of the CONTRACTOR. For the purposes of determining an assignment, any changes in more than fifty percent (50%) of stock ownership in corporations, changes in general partnerships or general partners in limited partnerships or percentage of participation therein, or transfer of more than fifty percent (50%) interest in the operating company, whether voluntary or involuntary, shall constitute an assignment. In the event of an alleged attempt by the CONTRACTOR to assign any rights under this Agreement without the permission of the Board, the Board shall hold a public hearing on whether the Agreement should be revoked and the bond of the CONTRACTOR forfeited.

11.9 PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that AUTHORITY, in its sole discretion at any time during the Term, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from AUTHORITY of its desire for removal of such person or persons.

11.10 STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the trade or profession in which CONTRACTOR is engaged. All products of whatever nature which CONTRACTOR delivers to AUTHORITY pursuant to this Agreement shall be prepared in a first-class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

11.11 TAXES. CONTRACTOR hereby grants to the AUTHORITY the authority to deduct from any payments to CONTRACTOR any AUTHORITY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

11.12 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of AUTHORITY, and CONTRACTOR agrees to deliver reproducible copies of such documents to AUTHORITY on completion of the services hereunder. The AUTHORITY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information.

11.13 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

11.14 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

11.15 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

11.16 ATTORNEYS' FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' 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 such party may be entitled.

11.17 MINOR AUDITOR REVISION. In the event the AUTHORITY's Auditor finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the AUTHORITY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

11.18 CAPTIONS. The captions of this Agreement are for convenience of reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

11.19 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

11.19.1 NUMBER AND GENDER. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

11.19.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

11.20 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Term shall include any extensions of such term.

11.21 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

11.22 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification is in writing and signed by both parties.

11.23 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

11.24 OTHER DOCUMENTS. The parties agree to further execute and deliver other instruments and documents as may be necessary and convenient to fulfill the purpose of this Agreement.

11.25 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision(s) shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11.26 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Kings, State of California.

11.27 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

11.28 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provision(s) of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by AUTHORITY and shall apply to any claim against AUTHORITY arising out of any acts or conduct under the terms and conditions of this Agreement.

11.29 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

11.30 AUTHORITY. The parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and that they comply with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement.

11.31 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900 et

seq., set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause in any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provisions of this section in all subcontracts to perform work under this Agreement.

11.32 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "AUTHORITY":
Parveen Sandhu
Executive Director
Kings Waste & Recycling Authority
7803 Hanford-Armona Road
Hanford, CA 93230

If to "CONTRACTOR":
Jason M. Proctor
Jason Proctor Transportation, Inc.
2375 Dairy Avenue
P.O. Box 623
Corcoran, CA 93212

11.33 EFFECTIVE DATE OF THIS AGREEMENT. The effective date of this Agreement is January 1, 2024.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

<p>KINGS WASTE & RECYCLING AUTHORITY</p> <p>By: _____ Parveen Sandhu Executive Director</p>	<p>JASON PROCTOR TRANSPORTATION, INC.</p> <p>By: _____ Jason M. Proctor President</p>
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EXHIBIT A

Fuel Adjustments: At the final discretion of the AUTHORITY's Board of Directors, the aforementioned charges under this Agreement be adjusted to factor in fluctuations in diesel fuel prices. Pricing for the fuel escalator may increase or decrease by one percent (1%) for every 8-cent increase or decrease in the price of diesel fuel above or below a threshold price. Calculation shall be done semi-annually, based upon the average price paid by contractor for diesel fuel during the months of March and September of the given calendar year.

The calculation done in March of any calendar year will be applied to invoices received during the following months of April, May, June, July, August and September.

The calculation done in September of any calendar year will be applied to invoices received during the following months of October, November, December, January, February and March.

Average Price/Gallon		Surcharge	
\$ 5.18	-	\$ 5.26	0%
\$ 5.27	-	\$ 5.35	1%
\$ 5.36	-	\$ 5.44	2%
\$ 5.45	-	\$ 5.53	3%
\$ 5.54	-	\$ 5.62	4%
\$ 5.63	-	\$ 5.71	5%
\$ 5.72	-	\$ 5.80	6%
\$ 5.81	-	\$ 5.89	7%
\$ 5.90	-	\$ 5.98	8%
\$ 5.99	-	\$ 6.07	9%
\$ 6.08	-	\$ 6.16	10%
\$ 6.17	-	\$ 6.25	11%
\$ 6.26	-	\$ 6.34	12%
\$ 6.35	-	\$ 6.43	13%
\$ 6.44	-	\$ 6.52	14%
\$ 6.53	-	\$ 6.61	15%
\$ 6.62	-	\$ 6.70	16%
\$ 6.71	-	\$ 6.79	17%
\$ 6.80	-	\$ 6.88	18%
\$ 6.89	-	\$ 6.97	19%
\$ 6.98	-	\$ 7.06	20%
\$ 7.07	-	\$ 7.15	21%
\$ 7.16	-	\$ 7.24	22%
\$ 7.25	-	\$ 7.33	23%
\$ 7.34	-	\$ 7.42	24%
\$ 7.43	-	\$ 7.51	25%
			etc.

Based on January 2024 pricing: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance in a form acceptable to the AUTHORITY for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, its agents, representatives, employees and subcontractors.

The retroactive date (if any) of each policy is to be no later than the Effective Date. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. CONTRACTOR shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the Effective Date; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the Effective Date.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
2. Comprehensive Automobile Liability Insurance of \$1,000,000 per occurrence.
3. Excess Liability Insurance of \$2,000,000.
4. Workers' Compensation and Employer's Liability Insurance as required by law.

B. Specific Provisions of the Certificate

1. The Certificate of Insurance for Commercial General Liability and Comprehensive Automobile Liability, and Excess Liability has to meet the following requirements:
 - a. Name Kings Waste and Recycling Authority, its officers, agents, employees and volunteers, individually and collectively, as additional insureds.
 - b. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by Kings Waste and Recycling Authority shall not be called upon to contribute to any loss.
 - c. Provide that coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Kings Waste and Recycling Authority.
 - d. All required insurance coverages shall contain or be endorsed to provide a waiver of subrogation in favor of the AUTHORITY, its officials, officers, employees, agents, and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with

these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against AUTHORITY, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

C. **Acceptability of Insurance**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A (-) from a company admitted to do business in California.

D. **Verification of Coverage**

Prior to approval of this Agreement by AUTHORITY, the CONTRACTOR shall file evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein in a form acceptable to AUTHORITY. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. AUTHORITY reserves the right to require certified copies of all required insurance policies at any time.

Item No. 4

Future KWRA Board Meetings

Wednesday, March 27, 2024 @ 8:00 AM
~~Wednesday, April 24, 2024 @ 8:00 AM – Canceled~~
Wednesday, May 29, 2024 @ 8:00 AM
~~Wednesday, June 26, 2024 @ 8:00 AM – Canceled~~
Wednesday, July 31, 2024 @ 8:00 AM
~~Wednesday, August 28, 2024 @ 8:00 AM – Canceled~~
Wednesday, September 25, 2024 @ 8:00 AM
~~Wednesday, October 30, 2024 @ 8:00 AM – Canceled~~
Wednesday, November 27, 2024 @ 8:00 AM
~~Wednesday, December 25, 2024 @ 8:00 AM – Canceled~~

KWRA Administration Building
7803 Hanford Armona Road
Hanford, CA 93230

Item No. 5
Adjourn