

COOPERATIVE AGREEMENT BY AND BETWEEN THE WEST CONTRA COSTA  
INTEGRATED WASTE MANAGEMENT AUTHORITY  
AND WEST COUNTY RESOURCE RECOVERY, INC.; WEST CONTRA COSTA  
SANITARY LANDFILL, INC.; RICHMOND SANITARY SERVICE, INC.; AND KELLER  
CANYON LANDFILL COMPANY, INC.

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This Cooperative Agreement is entered into by and between WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (“Authority”) and WEST COUNTY RESOURCE RECOVERY, INC.; WEST CONTRA COSTA SANITARY LANDFILL, INC.; RICHMOND SANITARY SERVICE, INC.; AND KELLER CANYON LANDFILL COMPANY (operating subsidiaries of REPUBLIC SERVICES, INC.) (collectively “Contractor”) as of 2018 (hereinafter referred to individually as “Party” and collectively as “Parties”).

**RECITALS**

- A. WHEREAS, Authority and Contractor are parties to a Post Collection Agreement;  
and
- B. WHEREAS, Contractor and City of El Cerrito are also parties to a similar post-collection agreement (collectively referred to as “Post-Collection Agreements” or “PC Agreements”); and
- C. WHEREAS, consistent with the Authority and El Cerrito’s intentions for entering into Post Collection Agreements, the Authority and El Cerrito seek to ensure that the Organic Materials<sup>1</sup> collected in the Authority’s jurisdiction are processed in a manner that allows the end

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<sup>1</sup> Unless otherwise defined in this Cooperative Agreement, terms with initial capitals shall have the meaning and definition set forth in that certain Agreement for Post-Collection, Recycling and Disposal Services effective October 10, 2013 By And Between West Contra Costa Integrated Waste Management Authority (“Authority”) and West County Resource Recovery, Inc.; West Contra Costa Sanitary Landfill, Inc.; Richmond Sanitary Service, Inc.; and Keller Canyon Landfill Company, Inc. (Operating Subsidiaries Of Republic Services, Inc.)

products to be used primarily for agriculture and landscaping, and not used at a landfill where the decomposition will contribute to additional methane production; and

D. WHEREAS, consistent with the requirements of the PC Agreements, the Authority<sup>2</sup> expects the Contractor to continue to adjust operations at the West Contra Costa Sanitary Landfill Organic Materials Processing Facility (“Approved Organic Materials Processing Facility”) in order to improve the quality and marketing of its compost products originating from within the Authority’s jurisdiction and to attain and maintain permit and regulatory compliance pursuant to the permit requirements of all agencies with jurisdiction over the Approved Organic Materials Processing Facility; and

E. WHEREAS, Contractor has made a substantial capital investment in the Approved Organics Processing Facility, constructing and operating as of March 2017 a covered aerated static pile (“CASP”) composting system, and has undertaken other substantial site improvements at the Approved Organic Materials Processing Facility; and

F. WHEREAS, the Parties desire to document their agreement for Contractor to implement additional related services and programs as set forth herein; and

G. WHEREAS, the Parties desire by this Cooperative Agreement to fully and finally resolve their dispute over Contractor’s management and disposition of Organic Materials from January 1, 2016 through the date of this Agreement, including whether PC Agreement provisions create contractual liability of the Contractor with respect to and arising under the PC Agreement as reflected by the type of violations asserted by the Local Enforcement Agency, Regional Water Quality Control Board, Bay Area Air Quality Management District and/or other agencies with

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<sup>2</sup> Hereinafter as used in this Agreement, the term “Authority” is intended to include all members inclusive of El Cerrito and where appropriate encompass obligations of Contractor under both PC Agreements.

jurisdiction over the Approved Organic Materials Processing Facility and any resulting claims for liquidated damages and/or penalties (“Claims”).

H. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and Contractor hereby agree as follows:

1. COSTS FOR SERVICES AND REIMBURSEMENT

Unless otherwise stated, all costs associated with the services, programs, site improvements and/or any other system, method or other modification set forth herein shall be solely and completely borne by Contractor and shall not qualify as a basis for a rate adjustment pursuant to Article 5 of the PC Agreement or any form of reimbursement from the Authority or El Cerrito.

2. EFFECT ON AGREEMENT AND CONFLICT WITH TERMS

Except as set forth in this Cooperative Agreement, the PC Agreements are unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Cooperative Agreement and the PC Agreements with respect to the meaning of the provisions of this Cooperative Agreement, the terms of this Cooperative Agreement will prevail.

3. SITE IMPROVEMENTS/OPERATIONAL CHANGES AT THE FACILITY AND PERMIT MODIFICATIONS FOR THE FACILITY

Contractor has implemented, or shall cause to be completed, the below-referenced site improvements to the Approved Organic Materials Processing Facility and obtain permit modifications/approvals from applicable regulatory agencies such as the Local Enforcement Agency, Regional Water Quality Control Board and the Bay Area Air Quality Management District. Any such permits or requirements which are outstanding at the date of execution of this Agreement shall be obtained as quickly as practical. Contractor shall maintain all such

improvements, comply with such permit requirements and provide for updated operational/outreach practices for the remaining Term of the Agreement as follows:

- 3.1. The CASP system has been constructed and is fully operational;
- 3.2. Automated temperature regulation with remote sensors are operational and synced with air flow system to allow real time adjustment of air flow to organic piles allowing improved temperature control within compost piles;
- 3.3. Contractor is installing backup air flow and electrical system upgrades for surge protection and redundancy;
- 3.4. Foodwaste is to be processed and placed into the CASP the same day it is received at the Approved Organic Materials Processing Facility;
- 3.5. The existing solid waste facilities permit (SWFP) for the Approved Organic Materials Processing Facility will incorporate the Report of Facility Information which was finalized with the Local Enforcement Agency in the third quarter of 2018 together with other permits and approvals applicable to this Facility which are required to allow Contractor to continue processing and distribution of the Authority service area Organic Materials. Contractor will maintain the SWFP and all pertinent permits allowing organics processing and composting until the end of the PCA;
- 3.6. Ensure that inbound tonnage of Organics consistently meets modified permit limits;
- 3.7. Beginning Spring of 2019: Maintain regular contact with nearby Neighborhood Councils;
- 3.8. Provide regular tours of the Approved Organic Materials Processing Facility to representative of local jurisdictions and interested local organizations;

3.9. Provide outreach to Authority customers regarding Approved Organic Materials Processing Facility upgrades and expanded use of non-landfill markets for finished compost;

3.10. Make presentations to each Member Agency's legislative body regarding Approved Organic Materials Processing Facility upgrades and expanded use of end markets for finished compost.

3.11. Should the requirements sought to be imposed by LEA or other permitting authorities conflict with Contractor's obligations as set forth in this Agreement, to the extent Contractor cannot comply with these terms, then Contractor shall immediately notify the Authority and the parties shall meet and confer to address the conflict issues.

#### 4. FINISHED COMPOST

The Parties mutually desire to seek to expand end markets for finished compost and establish a long term arrangement for movement of a large percentage of finished material to non-landfill, agriculture and landscaping end uses as follows:

4.1. Contractor and Authority shall develop a reporting system by February 1, 2019 which is acceptable to and capable of verification by the Authority or an Authority-approved independent third party (Consultant) to document the flow of all outbound Organic Materials from Approved Organic Materials Processing Facility. The reporting system shall use an agreed upon basis of allocating the proportion of outflow properly attributable to the proportion of inflow from the Authority service area. Thereafter, the Contractor shall provide Authority or Consultant with all supporting data and calculations necessary, to be mutually agreed upon by the Contractor, Authority or its Consultant within sixty (60) Calendar days to confirm the reasonableness of allocations and data reported. If the Contractor, Authority or Consultant cannot reach a mutual agreement within 60 Calendar days after meeting and

conferring in good faith, then the Contractor shall immediately provide Authority or Consultant with all supporting data and calculations necessary in the opinion of the Authority or Consultant. Additionally reasonable access to the site shall also be provided if requested by Authority or Consultant in order to verify the data provided.

4.2. Contractor shall encourage on-site staff at the Approved Organic Materials Processing Facility to obtain a certificate of completion from the US Composting Council's Certified Compost Operations Manager Program within twelve (12) months of execution of this Cooperative Agreement.

4.3. Beginning February 1, 2019 Contractor shall provide monthly reporting for six months from the commencement of the Agreement date and quarterly reports thereafter. Reports will show all outbound tons and geographic end uses of Organic Materials from the Approved Organic Materials Processing Facility which shall be subject to further verification by Authority on site, for all end uses including: compost sold or provided for landscaping or agricultural uses; sent to third party processor; onsite or offsite use of compost overs; on-site slope/winterization; compost donations; and disposal of residuals. Monthly reports shall be submitted by the 30<sup>th</sup> day of the following month. Quarterly reports shall be provided to the Authority thirty (30) Calendar Days after the last date of the quarter. This reporting shall attempt to reflect a reasonable relation to the inbound tons collected at the Approved Organic Materials Processing Facility to the outbound tonnage of finished compost with an acceptable allowance for seasonality, composting in process, on-site shrinkage or storage in curing and finished compost storage piles and shall be subject to verification by Authority staff and/or Authority Consultant.

4.4. Contractor agrees to allocate outbound tonnage categories based upon each Member Agency jurisdiction's proportional in-bound share of Organic Materials collected at the Approved Organic Materials Processing Facility.

4.5. Contractor shall reduce the percentage of Compost Overs or other end products generated at the Approved Organic Materials Processing Facility and used as Alternative Daily Cover, erosion control or soil amendment at any landfill in accordance with the following timeline:

4.5.1. A maximum of 35% of inbound Organic Materials measured over a given quarter beginning January 1, 2019; and

4.5.2. A maximum of 30% of inbound Organic Materials measured over a calendar year beginning April 1, 2019 and thereafter for the term of the Agreement.

4.6. Beyond the agreed upon the 3% limitation set forth herein below, Contractor shall discontinue use of Organic Materials and/or compost at the West Contra Costa Sanitary Landfill (WCCSLF) unless Contractor has prior written approval from both the LEA and the Regional Water Quality Control Board for such use, and provided such approval to the Contract Manager. Such on-site use of all Organic Materials and/or compost is limited to 3% of all inbound Organic Material tonnage on an annual basis based on the allocation and reporting methodology agreed upon pursuant to paragraph 4.1 above, unless otherwise authorized in writing by Authority in advance.

4.7. Contractor shall process the Authority's Organic Materials collected at the Approved Organic Materials Processing Facility into finished compost or other Suitable Uses. For purposes of this Cooperative Agreement, "Suitable Uses" means finished compost material or products to be sold/donated for agriculture, community projects, blending with other soil

enhancements and other non-landfill associated consumer end uses in accordance with the following timeline:

4.7.1. 60% of all finished compost materials for Suitable Uses by January 1, 2019 measured on an annualized basis;

4.7.2. 70% of all finished compost materials for Suitable Uses by April 1, 2019 measured on an annualized basis;

4.7.3. 80% of all finished compost materials for Suitable Uses by July 1, 2019 and thereafter for the term of the Agreement measured on an annualized basis.

4.7.4. Contractor further agrees to establish a target or goal of 90% for Suitable Uses of all finished compost materials by January 1, 2020 measured on an annualized basis. Inability to meet the 90% benchmark stated herein shall not be considered to be an event subject to liquidated damages or considered as non-compliance with the terms of this Cooperative Agreement. If Contractor fails to meet the benchmark stated herein, it shall meet and confer with Authority in good faith to identify specific obstacles preventing it from meeting the benchmark as well as available means to achieve it.

4.7.5. Contractor shall seek to coordinate with staff of the East Bay Regional Park District (EBRPD) for western and central Contra Costa County locations, Contra Costa County facilities (western and central locations) and the School District schools or facilities located within the Authority Service Area regarding the potential use of finished compost by such agencies within twelve (12) months from the effective date of this Cooperative Agreement. If compost use is found feasible by agency staff and delivery is requested on a form developed by the Authority, Contractor shall deliver a minimum of three-hundred (300) cubic yards per agency of finished compost annually in transfer trailers or an amount determined by the agency for three (3) years to a facility or facilities designated by agency staff at no cost.

5. ADDITIONAL SERVICES

5.1. Beginning February 1, 2019 and continuing through the end of the PC Agreements' term, Contractor shall recycle mattresses and box springs received from residential customers and individual tenants of multi-family dwellings at the WCRR HHW Facility on the four (4) days per week that Facility is open to the public. Contractor shall provide this service for the first calendar year at no cost to the Authority or residential customers. After Contractor has fulfilled its obligations for one calendar year pursuant to this Section, the Authority shall pay Contractor \$20.00 per mattress or box spring for each mattress or box spring it recycles. Contractor shall advertise this new service to all residential customers located in the Authority's jurisdiction no later than seventy-five (75) Calendar Days after the effective date of this Cooperative Agreement and annually for four (4) years after the effective date of the Cooperative Agreement. This program shall not be available to public entity or commercial users and is limited to three (3) individual items (*i.e.*, mattresses and box springs) per residential household per month. On a day when mattress drop off is made available, Contractor shall provide monthly compost giveaways at the IRRF for all Authority customers up to a maximum of two (2) cubic yards per customer beginning February 2019 and ending three (3) years thereafter. Contractor shall advertise this new service to all residential customers in the Authority's jurisdiction no later than seventy-five (75) Calendar Days after the effective date of this Cooperative Agreement and annually thereafter for three (3) years after the effective date of this Cooperative Agreement. Contractor shall advertise the mattress recycling program and compost giveaway on its website, in its quarterly newsletter and through other standard education processes noted in the PC Agreements.

Contractor shall require proof of current residency within the Authority's jurisdiction from Authority customers seeking to participate in either the monthly compost

giveaways or the mattress recycling program that is in line with current procedures for proof of residency for use of the HHW Facility. Contractor shall accept any of the following documents as valid proof of residency within the Authority's jurisdiction: a valid driver's license; a recent home utility bill which could include cellular phone bill that identifies the customer's residential address; or a valid federal or state government issued identification card. If proof of residency is demonstrated through a recent home utility bill, the customer's identity shall also be verified through a valid federal or state government issued photo identification card.

5.2. Republic shall provide the following public education and outreach to multi-family customers:

5.2.1. At least four (4) waste reduction and recycling presentations annually to multi-family customers within three (3) years after the effective date of the Cooperative Agreement. The customers shall be proposed by Contractor and approved by Authority; and

5.2.2. Provide information on multi-family recycling to all multi-family customers within the Authority's jurisdiction annually for three (3) years after the effective date of the Cooperative Agreement.

5.3. If requested by a Member Agency, Contractor shall give back up to 5% of a Member Agency's inbound Organic Materials on an annual basis generated at the Approved Organic Materials Processing Facility as finished compost. Contractor shall deliver such finished compost to each Member Agency up to three (3) times per calendar year in transfer trailers for the remaining term of the PC Agreements.

5.4. Contractor shall provide the Authority with quarterly diversion and residual documentation, which shall include material sales tonnage based on one annual inbound characterization performed by the Newby Island facility for all Authority materials delivered to

Newby Island for processing beginning with the quarter commencing January 1, 2019 and shall continue throughout the term of the Agreement. Reports for a given quarter shall be due 30 Calendar Days after the close of that quarter.

6. ADDITIONAL HOUSEHOLD HAZARDOUS WASTE SERVICES

6.1. Contractor shall modify its website to make Authority-specific recycling, composting and Household Hazardous Waste (HHW) information and other services available to the public, including printable PDFs in accordance with Exhibit 4.1.9 of the Agreement by April 1, 2019.

6.2. Contractor shall rewrap the Door to Door HHW Truck within twelve (12) months from the effective date of the Cooperative Agreement.

6.3. Contractor shall repair by April 1, 2019 the berm at the public entrance to the HHW facility to avoid the current potential for impact to vehicles entering that Facility.

6.4. Contractor shall publicize one day HHW collection events in both English and Spanish and provide such information to the applicable jurisdiction-specific Authority customers annually for three (3) years from the effective date of the Cooperative Agreement.

6.5. Contractor shall publicize HHW Centers in Richmond and El Cerrito and make such information available to Authority customers in proximity to HHW events annually for three (3) years from the effective date of the Cooperative Agreement. Contractor shall publicize the one day HHW Collection events and the HHW Centers in Richmond and El Cerrito as required by this Section and Section 6.4 on its website, in its quarterly newsletter and through other standard education processes noted in the PC Agreements.

7. AUTHORITY COST REIMBURSEMENT

As partial repayment for the Authority's staff time and legal costs incurred to address the organics materials violations, Contractor shall provide Authority a payment of \$50,000 within sixty (60) Calendar Days of the effective date of this Cooperative Agreement.

8. ENFORCEMENT

It is the Authority's expectation that the commitments made will be adhered to by the Contractor and it, thus, desires to impose consequences for a failure to perform. Of course, the Authority is aware that, despite Contractor's best efforts, circumstances may exist that make performance difficult. Given that, no liquidated damages will be imposed if Contractor is able to demonstrate performance within 10% of the performance benchmarks agreed to by the Parties in Sections 4.5.1 through 4.5.2 and 4.7.1 through 4.7.3 of this Cooperative Agreement. For example, if Contractor reduced the percentage of Compost Overs or other end products generated at the Approved Organic Materials Processing Facility and used as Alternative Daily Cover, erosion control or soil amendment at any landfill in measured over a given quarter beginning January 1, 2019 to a maximum of 44% as set forth in Section 4.5.1, liquidated damages would not be imposed. However, use of these materials at a level that is greater than 10% above the maximum percentages outlined in Section 4.5.1 and 4.5.2 would result in liquidated damages.

Prior to assessing any liquidated damages provided for in this Section 8, Authority's Contract Manager shall give Contractor Notice of its intention to do so. The Notice shall include a brief description of the incident(s) and non-performance. A cure opportunity is available for Sections 8.1 and 8.2 and 8.6. Where available, Contractor shall have 10 Calendar Days from the date of the Notice to cure such incident(s) and/or non-performance, or to correct, supplement or substantiate the information provided. If Contractor cures the violation or provides sufficient additional information to demonstrate there was no violation within the 10 Calendar Days, then

no liquidated damages shall be assessed. If Contractor does not cure such incidents and/or non-performance, or no cure period is available, the Contractor may, within ten (10) Calendar Days after receiving the Notice, request a meeting with Authority Contract Manager. If the Contractor does not request a meeting with the Authority Contract Manager within that time period, it has waived its right to such a meeting.

Contractor may appeal Authority Contract Manager's decision to the Authority's Board of Directors by requesting a hearing in writing within ten (10) Calendar Days of the date of the final written determination for assessments of liquidated damages exceeding \$20,000.

8.1. Subject to the notice and cure provisions outlined in this Section 8, Contractor may be assessed liquidated damages in the amount of \$200 per Calendar Day for the reporting obligations in Section 4.1, 4.3, and 4.4. The daily amount of liquidated damages will continue to accrue until accurate and complete reports are submitted if these provisions are violated. Nonetheless, the Parties agree that the failure of Contractor to provide adequate data and calculations to support the report's allocations and amounts as required by Section 4.1 shall subject Contractor to liquidated damages in the amount of \$200 per Calendar Day. Contractor shall have ten (10) Calendar Days after notice from the Authority Contract Manager to correct, supplement or substantiate the information prior to liquidated damages being imposed. The date upon which daily liquidated damages shall begin to be assessed shall be the date the Authority Contract Manager provides Notice to the Contractor pursuant to Section 8 above, unless a cure is undertaken or additional documentation is provided as set forth above.

8.2. Contractor may be assessed liquidated damages in the amount of \$100 per ton for each ton of waste incorrectly allocated to or from the Authority for a violation of Section 4.4. As such, the Parties agree the Contractor may be assessed liquidated damages in the amount of \$100 per ton for each ton of waste incorrectly allocated to or from the Authority for a

violation of Section 4.4. Contractor shall have ten (10) Calendar Days following Notice from the Authority Contract Manager to correct, supplement or substantiate the information from the date of the notice received from the Authority Contract Manager or State DRS reports or inquiries prior to liquidated damages being imposed.

8.3. The Parties agree that, Contractor may be assessed liquidated damages in the amount of \$100 per ton for a violation of Sections 4.5.1 through 4.5.2. No cure period shall be available but, Contractor shall have ten (10) Calendar Days following notice from Authority Contract Manager to correct, supplement or substantiate the information from the date notice is received prior to imposition of liquidated damages.

8.4. The Parties agree that Contractor may be assessed liquidated damages in the amount of \$100 per ton for each ton of Organic Materials and/or compost it uses at the WCCSLF to the extent its use is not in compliance with Section 4.6 of this Agreement. Contractor shall have ten (10) Calendar Days following Notice from the Authority Contract Manager to correct, supplement or substantiate the information from the date of the notice received from the Authority Contract Manager prior to liquidated damages being imposed.

8.5. Contractor may be assessed liquidated damages in the amount of \$100 per ton for a violation of Sections 4.7.1 through 4.7.3. No cure period is available, but Contractor shall have ten (10) Calendar Days following Notice from the Authority Contract Manager to correct, supplement or substantiate the information from the date of the notice received from the Authority Contract Manager prior to liquidated damages being imposed.

8.6. The Parties agree that, for each day that Contractor fails to comply with any of its obligations in Sections 5.1 through 5.4 and 6.1 through 6.5 beyond the specified implementation dates, Contractor may be assessed liquidated damages in the amount of \$200 per Calendar Day until terms complied with for the first 30 Calendar Days per item and an additional

\$1,000 per event if delayed more than 30 Calendar Days. Contractor shall have ten (10) Calendar Days after notice from the Authority Contract Manager to correct, supplement or substantiate the information prior to liquidated damages being imposed. The date upon which daily liquidated damages shall begin to be assessed shall be the date the Authority Contract Manager provides Notice to the Contractor, or if a cure is attempted or information substantiated and/or supplemented, then at the end of the additional 10 days unless corrected or cured. It will not start upon the date which the public education materials were required to be produced/delivered in accordance with Sections 5.1 through 5.4 and Sections 6.1 through 6.5.

8.7. In order to verify the accuracy of Contractor's reported performance, the Authority reserves the right to obtain and review relevant records or have Consultant retained to assist Authority obtain and review records relevant to Contractor's performance. Authority or Consultant may request access to any transportation records, weight tags and sales receipts for its review to evaluate Contractor's performance and verify Contractor's allocations and Contractor shall promptly provide such records upon request. The foregoing notwithstanding, certain other Contractor records are or may be trade secret and hence confidential records such as its customer lists. In the event that the Authority requires access to such trade secret records in order to verify the accuracy of Contractor's reported performance, Contractor shall provide Authority with such access. Contractor shall not be required to leave copies of these records with the Authority or its Consultant. The Parties agree that in no event shall such trade secret Contractor records be treated as public records subject to the California Public Records Act, and neither Authority or its Consultant will release or disseminate any records properly marked or indicated by Contractor as trade secret, unless Contractor has first had notice of a request and opportunity to take such protective legal actions as it may desire with regard to those records. Contractor and Authority

shall agree upon reasonable precautions to prevent inadvertent disclosure of trade secret documents.

9. GENERAL RELEASE

In consideration of the payments, promises, and obligations called for herein, the Authority releases and forever discharges Contractor and their past, present, and future directors, officers and shareholders, representatives, partners, directors, members, managers, employees, officers, attorneys, agents, trustees, beneficiaries, related corporations and/or entities, parent corporations and/or entities, subsidiaries, predecessors, successors in interest and/or assigns, and all other persons, firms, corporations, entities, and/or organizations of any nature, with whom any of the former have been, are now, or may hereafter be affiliated, of and from any and all past, present, and/or future claims, demands, sanctions, actions and/or causes of action, now known or unknown, including, but not limited to, all injuries and damages arising out of, or in any way connected with the Claims, including without limitation any claims and/or causes of action which were, or could have been asserted. The Parties acknowledge and agree that this Cooperative Agreement includes a general release and the Parties, except as provided herein, expressly assume the risk that any and all claims for damages arising out of the Claims, that they may have as of the date of execution of this Cooperative Agreement but which the Parties do not know or expect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the Parties' decision to enter into this Cooperative Agreement are forever waived.

Waiver of Civil Code §1542. Authority understands that it is possible that an unknown injury, damage, diminution or loss, action suit, lien theory of recovery, lawsuit, claim or cause of action may exist which if known by the Parties would have materially

affected their decision to release and discharge each other as set forth herein. The Parties expressly acknowledge that they took that possibility into account in determining the consideration accepted for entering into this Settlement Agreement and they expressly waive California Civil Code section 1542 as to the Disputed Claims.

California Civil Code section 1542 provides:

***“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor”.***

IN WITNESS WHEREOF, the Parties have caused this Cooperative Agreement to be executed as of the latter of the dates written below.

Dated: 12/14/18 By:   
West Contra Costa Waste Integrated Waste Management  
Authority Executive Director

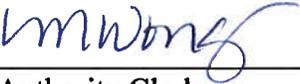
Dated: 12/11/18 By:   
Area President

Approved As To Form:

Dated: 12-18-18 By:   
Authority Counsel

Dated: 12-27-2018 By:   
Contractor Counsel

ATTEST:

  
Authority Clerk