

**BEFORE THE BOARD OF SUPERVISORS OF THE
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION APPROVING THE ASSIGNMENT OF)
THE SOLID WASTE FRANCHISE AGREEMENT WITH) RESOLUTION NO. 24-130
DELTA CONTAINER SERVICE INC A CALIFORNIA CORP.)

WHEREAS, Amador County (hereinafter referred to as "County") is a General Law County organized and operating under California Government Code section 6500 et seq. and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (the "Act") (California Public Resources Code section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Collection within their jurisdiction; and

WHEREAS, the County may determine whether services are provided by a partially exclusive or wholly exclusive franchise, either with or without competitive bidding, and has the authority to prescribe the terms and conditions under which services are provided thereunder; and

WHEREAS, on June 23, 2020, the County entered into the "Franchise Agreement between the County of Amador and ACES Waste Services, Inc. for Collection & Disposal Services for Solid Waste and Recyclable Materials," which is fully incorporated herein by this reference (the "ACES Franchise Agreement"); and

WHEREAS, Section 3.4 of the ACES Franchise Agreement provides, in the event of any assignment, the term of the Agreement shall automatically revert to a ten (10) year term from the date of such assignment and shall expire following ten (10) years from such date; and

WHEREAS, Section 16.3 of the ACES Franchise Agreement prohibits assignment of the agreement without the prior written consent of the Agency and authorizes the Agency to place reasonable conditions thereon; and

WHEREAS, Section 16.3 of the ACES Franchise Agreement defines "assignment" to include, among other things: (i) a sale, exchange or other transfer to a third party of substantially all of the ACES's assets dedicated to service under this agreement (ii) an arrangement which results in a change of ownership or control of fifty (50) percent or more of the value or voting rights in local, regional, and/or corporate stock of ACES, and (iii) any combination of the foregoing which has the effect of any such transfer or change of local, regional, and or corporate ownership and/or control of ACES; and

WHEREAS, ACES is an independent California Corporation, and all of the assets are being sold to Delta Container Service, Inc., a California corporation ("DCSI"), which is a wholly owned subsidiary of Republic Service, Inc., a Delaware corporation ("RSI"), thus constituting an "assignment" under Section 16.3 of the ACES Franchise Agreement (the "Assignment"); and

WHEREAS, ACES and DELTA CONTAINER SERVICE, INC. are corporations in good standing and authorized to transact business in the State of California, in the business of Collection, Processing, and Transportation of Solid Waste, Recyclable Materials, Construction and Demolition debris, and Organic Materials; and

WHEREAS, the Agency desires to consent to the Assignment, having determined that ACES and DELTA CONTAINER SERVICE, INC are qualified to provide for the Collection of Solid Waste, Recyclable Materials, Construction and Demolition Debris, and Organic Materials within the Service Area of the Agency and the Transportation of such material to appropriate places of Processing, Recycling, Composting, and/or Disposal.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors consents to the Assignment subject to the following reasonable conditions:

1. The consent provided by this Resolution shall expire one hundred twenty (120) days from the effective date of this Resolution such that the Assignment must occur within that timeframe or ACES must seek further consent from the Agency for this or any other assignment of the ACES Franchise Agreement;
2. Upon the effective date of the Assignment, the term of the ACES Franchise Agreement shall be ten (10) years;
3. ACES, DCSI, and/or RCI shall notify the Agency in writing of the effective date of the Assignment no later than the date thereof;
4. ACES, DCSI and RCI, jointly and severally, shall indemnify, defend, and hold harmless the Agency and the Members, individually and/or collectively, their appointed and elected officials, employees, and/or independent contractors from and against any and all claims, suits, losses, costs, or expenses arising out of or related to the Agency's consent to the Assignment; provided, however, that the foregoing obligation to indemnify, defend, and hold harmless the Agency and the Members: (i) shall not apply to claims, suits, losses, costs, or expenses to the extent such are contained and specifically pled in litigation involving the Agency or the Members that was filed in a court of competent jurisdiction before the effective date of this Resolution, but (ii) shall apply to all other claims, suits, losses, costs, or expenses arising out of or related to the Agency's consent to the Assignment.
5. The RESTATED AND AMENDED LEASE for the Buena Vista Landfill Administrative Facility must be accepted and signed by ACES prior to the transfer of assets to DCI.
6. The AMENDMENT TO THE OPERATING, TRANSPORT AND DISPOSAL AGREEMENT AND ASSIGNMENT AND CONSENT document is to be executed by all parties.
7. THE SECOND AMENDMENT TO THE FRANCHISE AGREEMENT AND CONSENT TO ASSIGNMENT is to be executed by all parties.

BE IT FURTHER RESOLVED that the Board of Directors finds that this consent is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)(3) (CEQA only applies to projects which have potential for causing a significant effect on the environment). This consent merely approves the legal assignment of the ACES Franchise Agreement from one party to another and makes no changes whatsoever to the ACES Franchise Agreement itself. To the extent this consent is a project under CEQA, it is exempt under CEQA Guidelines 15301, 15306, 15307, 15308, 15273, and 15183.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 8th day of October 2024 by the following vote:

AYES: Brian Oneto, Patrick Crew, Frank Axe, Richard Forster, Jeff Brown
NOES: None
ABSENT: None



Brian Oneto, Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the
Board of Supervisors, Amador County, California


