



PH: 209.723.4481
FAX: 209.384.3109
7040 N. Highway 59
Merced, CA 95348

**EARLY SITE ACCESS AGREEMENT
BY AND BETWEEN**

**MERCED COUNTY REGIONAL WASTE MANAGEMENT AUTHORITY AND
CITY OF MERCED**

**FOR CONDUCTING EARLY MORNING OPERATIONS
AT THE HIGHWAY 59 LANDFILL**

The Merced County Regional Waste Management Authority (Authority) agrees to accept materials for disposal from the City of Merced during the hours of 3:00 A.M. and 7:00 A.M., Monday through Friday, excluding holidays at the Highway 59 Landfill. Early site access will occur on Saturdays following a holiday for which the site was closed.

It is anticipated that the City of Merced will bring in 75-150 tons of materials per day for disposal between the hours of 3:00 A.M. and 7:00 A.M. to the Highway 59 Landfill located on 7040 N. Hwy 59 in Merced California. The City of Merced agrees to pay the early site access fee of \$4250.00 per-month, which is in addition to the normal tipping fees assessed to the disposed materials.

The City of Merced agrees to comply with all Authority rules and regulations to minimize or control potential accidents and occurrences of damage. This agreement will be in place starting October 1st, 2024, and ending on June 30th, 2026, at which time this agreement will be re-evaluated. Either party may suspend or terminate this agreement with a 60-day notice at any time during the term of this agreement.

APPROVED AS TO FORM:

Craig Cornwell
City Attorney, City of Merced

Stacie Guzman

Stacie Guzman, Executive Director
Merced County Association of Governments

08/30/2024
Date

Scott McBride

Scott McBride, City Manager
City of Merced

08/30/2024
Date

Additional Terms and Conditions

1. The City of Merced shall only deliver acceptable waste and shall not deliver unacceptable waste, meaning hazardous waste, hazardous substance and prohibited medical waste. In this context, acceptable waste is defined as Municipal Solid Waste.
2. The fee set forth is a negotiated fee that specifically applies to early morning site access.
3. This agreement shall be interpreted and may be enforced pursuant to the laws of the State of California and is not subject to federal jurisdiction. Venue of any action arising out of this agreement shall be in the County of Merced. The prevailing party in any action or proceeding shall be entitled to reasonable Attorney fees and costs.
4. Indemnification. The City of Merced shall indemnify and defend Authority and hold it harmless from and against any and all claims, or demands, or liability arising out of or in any way connected with the performance of this Agreement. Indemnity shall apply to any acts, omissions, willful misconduct, or negligent conduct, whether active or passive, unless liability is caused solely by the negligent or willful misconduct of Authority. The City of Merced will on request, and at its own expense, defend any action, suit, or proceeding arising hereunder and shall reimburse and pay Authority for any loss, cost, damage, or expense, including Attorney's fees (including those of in-house counsel) suffered by it hereunder.
5. Insurance. Upon execution of this Agreement and thereafter upon reasonable request by Authority, The City of Merced shall provide copies of insurance policies maintained by it, its Franchisee, and any sub-haulers, including the following policies:
 - 1) Workers' Compensation as mandated by the State of California.
 - 2) General liability insurance with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury and for property damage.
 - 3) Automobile liability insurance with the minimum limit of liability per occurrence of One Million Dollars (\$1,000,000.00) for bodily injury and for property damage, including coverage for owned and non-owned vehicles.
6. The City of Merced may not assign this agreement or any of its rights or obligations under this agreement without the prior written consent of Authority, which may be withheld in Authority's sole discretion.

Scott McBride

Scott McBride, City Manager
City of Merced

08/30/2024

Date

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: City of Merced Early Access Renewal '24
Document created: 08/23/2024 19:14:23
Document pages: 2
Document ID: c821894a000b4dc2801ff3a796b2cdba0e960ea3
Document Sent: 08/23/2024 19:23:16 UTC
Document Status: Signed
 08/30/2024 19:33:24UTC

Sender: jcosta@mcrwma.org
Signers: mcbrides@cityofmerced.org, stacie.guzman@mcagov.org
CC: jcosta@mcrwma.org, svang@mcrwma.org, marli.foster@mcagov.org, Stephanie.jackson@mcagov.org, EFernandez@mcrwma.org

Client	Event	By	Server Time	Client Time	IP Address
SignNow Web Application	Uploaded the Document	jcosta@mcrwma.org	08/23/2024 19:14:23 pm UTC	08/23/2024 19:14:20 pm UTC	50.115.200.242
SignNow Web Application	Viewed the Document	jcosta@mcrwma.org	08/23/2024 19:14:27 pm UTC	08/23/2024 19:14:27 pm UTC	50.115.200.242
SignNow Web Application	Document Saved	jcosta@mcrwma.org	08/23/2024 19:18:26 pm UTC	08/23/2024 19:18:25 pm UTC	50.115.200.242
SignNow Web Application	Viewed the Document	jcosta@mcrwma.org	08/23/2024 19:21:06 pm UTC	08/23/2024 19:21:05 pm UTC	50.115.200.242
SignNow Web Application	Document Saved	jcosta@mcrwma.org	08/23/2024 19:21:34 pm UTC	08/23/2024 19:21:33 pm UTC	50.115.200.242
SignNow Web Application	Invite Sent to: mcbrides@cityofmerced.org	jcosta@mcrwma.org	08/23/2024 19:23:17 pm UTC	08/23/2024 19:23:15 pm UTC	50.115.200.242
SignNow Web Application	Resent invite for the Document	jcosta@mcrwma.org	08/30/2024 19:01:30 pm UTC	08/30/2024 19:01:29 pm UTC	50.115.200.242
SignNow Web Application	Reminder Sent to: mcbrides@cityofmerced.org	jcosta@mcrwma.org	08/30/2024 19:31:34 pm UTC		
SignNow Web Application	Reminder Sent to: mcbrides@cityofmerced.org	jcosta@mcrwma.org	08/30/2024 19:31:34 pm UTC		
SignNow Web Application	Viewed the Document	mcbrides@cityofmerced.org	08/30/2024 19:32:39 pm UTC	08/30/2024 19:32:39 pm UTC	136.226.78.189
SignNow Web Application	Unfinished Document	mcbrides@cityofmerced.org	08/30/2024 19:33:05 pm UTC	08/30/2024 19:33:05 pm UTC	10.50.88.76
SignNow Web Application	Unfinished Document	mcbrides@cityofmerced.org	08/30/2024 19:33:11 pm UTC	08/30/2024 19:33:11 pm UTC	10.50.99.47
SignNow Web Application	Unfinished Document	mcbrides@cityofmerced.org	08/30/2024 19:33:17 pm UTC	08/30/2024 19:33:17 pm UTC	10.50.88.76
SignNow Web Application	Unfinished Document	mcbrides@cityofmerced.org	08/30/2024 19:33:23 pm UTC	08/30/2024 19:33:23 pm UTC	10.50.97.55
SignNow Web Application	Document Saved	mcbrides@cityofmerced.org	08/30/2024 19:33:24 pm UTC	08/30/2024 19:33:23 pm UTC	136.226.78.189
SignNow Web Application	Signed the Document	mcbrides@cityofmerced.org	08/30/2024 19:33:24 pm UTC	08/30/2024 19:33:23 pm UTC	136.226.78.189
SignNow Web Application	Added a Text	mcbrides@cityofmerced.org	08/30/2024 19:33:24 pm UTC	08/30/2024 19:33:23 pm UTC	136.226.78.189
SignNow Web Application	Added a Text	mcbrides@cityofmerced.org	08/30/2024 19:33:24 pm UTC	08/30/2024 19:33:23 pm UTC	136.226.78.189
SignNow Web Application	Invite Sent to: stacie.guzman@mcagov.org	jcosta@mcrwma.org	08/30/2024 19:33:24 pm UTC		136.226.78.189
SignNow Web Application	Signed the Document	mcbrides@cityofmerced.org	08/30/2024 19:33:24 pm UTC	08/30/2024 19:33:23 pm UTC	136.226.78.189
SignNow Web Application	Viewed the Document	stacie.guzman@mcagov.org	08/30/2024 21:31:12 pm UTC	08/30/2024 21:31:12 pm UTC	50.115.200.250
SignNow Web Application	Unfinished Document	stacie.guzman@mcagov.org	08/30/2024 21:31:18 pm UTC	08/30/2024 21:31:17 pm UTC	10.50.84.164
SignNow Web Application	Signed the Document	stacie.guzman@mcagov.org	08/30/2024 21:31:22 pm UTC	08/30/2024 21:31:21 pm UTC	50.115.200.250
SignNow Web Application	Document Saved	stacie.guzman@mcagov.org	08/30/2024 21:31:22 pm UTC	08/30/2024 21:31:21 pm UTC	50.115.200.250
SignNow Web Application	Added a Text	stacie.guzman@mcagov.org	08/30/2024 21:31:22 pm UTC	08/30/2024 21:31:21 pm UTC	50.115.200.250