



**CONTRACT NUMBER
MA-299-23011446
WITH
APPLIED STAFF, LLC
FOR
TEMP HELP – LANDFILL LABORER**

THIS Contract Number MA-299-23011446 for Temp Help – Landfill Laborer (“**Contract**”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its OC Waste & Recycling Department (“**County**”) and Applied Staff, LLC, with a place of business at 14406 East Valley Blvd., City of Industry, CA 91746 (“**Contractor**”), with County and Contractor sometimes individually referred to as “**Party**” or collectively referred to as “**Parties**.”

RECITALS

WHEREAS, Contractor and County are entering into Contract Number MA-299-23011446, for Temp Help – Landfill Laborer, under a firm-fixed price Contract, for a three-year term, effective July 18, 2023, through July 17, 2026 in an amount not to exceed \$1,065,000; and

WHEREAS, County solicited Contract for Temp Help – Landfill Laborer as set forth herein, and Contractor represented that it is qualified to provide Temp Help – Landfill Laborer to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Temp Help – Landfill Laborer to the County as set forth in the Attachment A, Scope of Work; and

WHEREAS, County agrees to pay Contractor the fees as further set forth in Attachment B, Compensation, Pricing and Invoicing Instructions; and

WHEREAS, the County Board of Supervisors has approved OC Waste & Recycling to enter into a Contract for Temp Help – Landfill Laborer with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County’s Purchasing Agent or designee.

- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnitees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. Insurance Provisions:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements on to the County during the entire term of this contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or carry insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and

all claims resulting or arising from Contractor’s services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best’s Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best’s Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company’s performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability coverage including accident	\$1,000,000 combined single limit each <i>Owned, Non-Owned and Hired Vehicles</i>
Workers Compensation	Statutory
Employers’ Liability Insurance	\$1,000,000 per accident or disease

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.

- 2) A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state *As Required By Written Contract*.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates shall be emailed to OCWRPurchasing@ocwr.ocgov.com.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified Contractor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own

choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. Indemnification: Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this agreement shall be forwarded to the County's Project Manager.

- BB. Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

ADDITIONAL TERMS AND CONDITIONS

- 1. Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Temp Help – Landfill Laborer from Contractor as detailed in Attachment A, Scope of Work.
- 2. Renewable Annually with Concurrence:** This Contract is for a three-year term, effective July 18, 2023, through July 17, 2026. This Contract may be renewed, by mutual written agreement of both Parties for one additional two (2) year term. The County does not have to give reason if it elects not to renew. Renewal may be subject to approval by the County of Orange Board of Supervisors.
- 3. Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.
- 4. Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
- 5. Compensation:** The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
- 6. Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be accepted without prior County written approval.
- 7. Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
- 8. Price Increase/Decrease:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be

extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.

- 9. Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

- 10. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

- 11. Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.

- 12. Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

- 13. Data- Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

- 14. Contractor Safety:** Contractor shall comply with County's Safety and Loss Prevention Policy and Procedure #306 ("**Contractor Safety Responsibilities**") and submit a copy of its Injury and Illness

Prevention Program (IIPP) and Contractor Safety-Activity Checklist to the designated County Procurement staff as part of the solicitation and/or contract process. Contractor will notify County Project Manager of any revisions to the SafetyActivity Checklist and will provide a new Safety-Activity Checklist upon County request. The IIPP shall comply with California Code of Regulations, Title 8, Section 1509 or 3203 (whichever applies). Contractor shall submit other safety programs that pertain to the type of job that will be performed on site. County reserves the right to conduct inspections and audits as necessary for the purpose of evaluating any aspect of safety performance under this Contract.

15. Contractor Personnel: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

16. Contractor Personnel – Drug Free Workplace: The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - a. Will receive a copy of the company's drug-free policy statement; and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

17. Conditions Affecting Work: The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by

any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

- 18. Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

- 19. Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

- 20. Nondiscrimination – Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless, exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.

21. Disputes- Contract:

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
1. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Deputy Purchasing Agent or his designee. If the County fails to render a decision within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

22. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- A. Terminate the Contract immediately, pursuant to Section K herein;
- B. Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
- D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

23. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

24. **Default – Equipment, Software, or Service:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to

deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- 25. County Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

- 26. Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA) listed below, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor

Name: Applied Staff, LLC
 Address: 14406 East Valley Blvd.
 City of Industry, CA 91746
 Attn: Monique Lopez
 Phone: 626-536-0627
 Email: monique@appliedstaff.com

County

Name: County of Orange, OC Waste & Recycling
 Address: 601 N. Ross St. 5th Floor
 Santa Ana, CA 92701
 Attn: Alan Araujo
 Phone: 714-834-4140
 Email: Alan.araujo@ocwr.ocgov.com

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

APPLIED STAFF LLC*:

**If Contracting party is a corporation the following signature requirement applies: First (1st) signature by the Chairman of the Board, the President or any Vice President.*

MONIQUE LOPEZ	Manager / Admin
_____ Print Name*	_____ Title*
<i>Monique Lopez</i>	5/30/23
_____ Signature*	_____ Date*

***If Contracting party is a corporation the following signature requirement applies: Second (2nd) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.*

_____ Print Name**	_____ Title**
_____ Signature**	_____ Date**

***The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

County of Orange, a political subdivision of the State of California

_____ Print Name	_____ Title
_____ Signature	_____ Date

APPROVED AS TO FORM

County Counsel

Paul Albarian

By _____
Paul Albarian, Senior Deputy

05/31/2023

Date _____

**ATTACHMENT A
SCOPE OF WORK**

I. General Information:

Temporary Help Services are currently required for the Landfill Laborer position at OC Waste & Recycling (OCWR) landfills. Services shall be requested on an as-needed basis and usage is not guaranteed. Service hours may be increased or decreased at a given location at any time.

All Temporary Help assigned to a landfill as a Landfill Laborer shall undergo extensive training by OCWR to learn important aspects of the position.

II. Contractor Responsibilities:

- A. **Recruitment and Retention:** Contractor shall thoroughly screen, test and interview all applicants to ensure they meet the minimum qualifications listed below in Section III. The County reserves the right to reject any applicant.
- B. **Order Entry:** Contractor shall be responsible for obtaining sufficient information regarding each request to adequately fulfill the County requirements.
- C. **Job/Person Match:** Contractor shall provide temporary help employees with qualifications necessary to fulfill each particular job requirement.
- D. **Personal Protective Equipment (PPE):** Contractor shall provide all required PPE, including but not limited to: hard hat, vest, safety glasses, gloves, steel and metal inserts for steel toe boots. Employees should provide their own steel toe boots, boots must be approved by OCWR.
- E. **Telephone Response Initial Request:** Contractor's telephone number must be available 24/7. Contractor shall respond within one (1) hour of the initial service request for critical requests identified by the County, and within 24 hours of non-priority requests.
- F. **Temporary Employee Response Time:** Assigned temporary help employee shall arrive at the County work site within three (3) hours of the Contractor's confirmed response to the County's initial request unless the requestor has provided a longer lead time.
- G. **Driver's License Requirement:** Temporary help employees must be in possession of a valid California driver's license on County assignment.
- H. **County Background Check:** In some cases, employees may be required to pass a County conducted background check, and/or child abuse registry clearance.

Contractor shall comply with all applicable County agency/department rules of conduct, policies, and procedures while on County premises.
- I. **Recruitment:** At the County's discretion, County may hire temporary help employee after the employee has been assigned to a County position for at least 30 calendar days.
- J. **Orientation:** County PM will provide the below information to Contractor; Contractor shall provide information to each temporary help employee given a County assignment:
 - a. Location of assignment
 - b. Name of reporting supervisor
 - c. Working hours
 - d. Lunch Schedule
 - e. Length of assignment
 - f. Appropriate dress, including all required PPE
 - g. Parking
 - h. Complete job description
 - i. Performance expectations

- K. **Performance Appraisal:** Temporary help employees must perform the assigned duties to the County's satisfaction. The County will be the sole judge of satisfactory performance.

The County reserves the right to dismiss any employee and choose to replace that employee at any time. If an employee does not meet the minimum requirements or is unsatisfactory to the County within four (4) hours of placement, the County may request a replacement for the remaining requirement period.

- L. **Quality:** Contractor shall be responsible for the professional quality and technical competence of personnel assigned to the County. Contractor shall also be responsible for the coordination of all efforts and other services provided by the Contractor under this contract.
- M. **Confidentiality:** Contractor shall be responsible for overseeing that its employee's maintain confidentiality of all information and County records that may become accessible to its employees during service period. All rules, regulations, statutory laws and internal policies must be strictly adhered to by the Contractor's Employee's, staff and/or agents.
- N. **Regulatory Compliance:** Contractor shall conform to all State and Federal laws & regulations, including but not limited to, the California Contractors State License Board and Cal OSHA regulations.
- O. **Temporary Assignment:** Gov Code Section 31000.4: Contractor shall notify agency/department via email to ensure temporary help usage does not exceed ninety (90) days per hire.
- P. **Usage Reports:** The Contractor shall submit usage reports as requested by County. Contractor shall provide usage reports within fourteen (14) days of such request. The usage report shall include all information requested by County, in a format specified by County.

The information on the usage report shall include a summary of the minimum information but not limited to the following:

- Department Name/Landfill Work Location
- Fixed hourly rate (include information on overtime if applicable)
- Number of Hours
- Extended Amount

III. Landfill Laborer

A. Description/Duties

- i. Under general supervision, performs unskilled and manual labor tasks, using common tools, to maintain and safely operate a County landfill; and performs other work as required.
- ii. Removes litter and debris throughout landfill including, but not limited to, active and inactive fill areas, side slopes, drainage structures, and office areas.
- iii. Uses non-motorized hand tools, including but not limited to, shovels, picks, rakes, hoes, etc., to perform vegetation abatement tasks and clean up tasks around landfill.
- iv. Will be working indoors if necessary, but mainly outdoors, in all types weather, where they will be exposed to the elements.

B. Minimum Qualifications

- i. Performing manual labor tasks; using tools and equipment in a safe and efficient manner
- ii. Reading signs, labels, work schedules and simple instructions in English
- iii. Speaking and understanding English sufficiently to communicate clearly and comprehend information provided in meetings and trainings
- iv. Understanding and following written and oral instructions
- v. Writing simple messages in English
- vi. Working with others as a team and following instructions at all times
- vii. Ability to walk up or down uneven terrain or irregular surfaces

ATTACHMENT B
COMPENSATION, PRICING AND INVOICING INSTRUCTIONS

COMPENSATION

This is an all-inclusive Contract at fixed hourly rates between the County and Contractor for Temporary Help – Landfill Laborer as specified in Attachment A, Scope of Work. Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing, labor, insurance, equipment, tools, materials, overhead, etc. required, and for any reasonably unforeseen difficulties which may arise or be encountered in the execution of providing the services, and for performance by the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein below for work performed in accordance with the Scope of Work. The County shall not pay any sum in excess of the total contract amount or hourly rate fees specified below, unless work is authorized by Amendment in accordance with Section C and P of the County’s Terms and Conditions.

PRICING

Agency/Location	Position	Regular Hourly Billing Rate
Olinda Alpha Landfill 1942 N. Valencia Avenue Brea, CA 92823 Nikil Patel – 714-986-2390	Landfill Laborer	\$25.85
Prima Deshecha Landfill 32250 Avenida La Pata San Juan Capistrano, CA 92675 Ankita Nelsem – 949-728-3057	Landfill Laborer	\$25.85
Frank R. Bowerman Landfill 11002 Bee Canyon Access Road Irvine, CA 92602 Isaac Novella – 949-551-7106	Landfill Laborer	\$25.85

- Regular Hourly Rate: Monday through and including Sunday
- Holiday/Overtime Rate: (see definition below)

DEFINITIONS

- A. Overtime: Overtime is defined as the hourly rate paid to Contractor personnel performing services over forty (40) hours per workweek or eight (8) hours per workday. Overtime rates shall only be paid with prior written approval by the County.
- B. Overtime shall be reimbursed in accordance with the State of California at the rate of:
- a. One and one-half times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7) consecutive day of work in a workweek; and
 - b. Double the employee’s regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) on the seventh (7) consecutive day of work in a workweek.
- C. Holidays Observed by The County:
- a. *New Year’s Day, Martin Luther King Day, Lincoln’s Birthday, Presidents’ Day, *Memorial Day, *July 4th, *Labor Day, Columbus Day, Veterans’ Day, *Thanksgiving Day and the day after, and *Christmas Day.
 - b. Major holidays denoted with an asterisk (*) above shall be reimbursed at time and a half the hourly rate.

INVOICING**TERMS**

Contractor shall submit a **monthly** invoice in **arrears** for landfill laborer services provided at the rates listed in this Attachment B.

Payment due to the Contractor will be made within 45 days after receipt of a correctly submitted invoice. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods/services not provided.

Payment made by the County shall not preclude the right of the County from thereafter disputing any goods or services billed or involved under this Contract and shall not be construed as acceptance of any part of the work.

INVOICING INSTRUCTIONS

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to the Contractor for correction.

The Contractor shall provide an invoice on the Contractor's letterhead. The invoice shall have a unique number and shall include the following information:

- a. Contractor's Name and Address
- b. Contractor's Federal Tax I.D. Number
- c. Contractor's Remittance Address
- d. Name of County Department
- e. MA Number MA-299-23011446
- f. Complete Breakdown of Charges, Including a copy of the employee's time sheet
- g. Total

Invoices and supporting documents shall be submitted electronically to ocwrinvoice@ocwr.ocgov.com or mailed to:

OC Waste & Recycling
Attn: Accounts Payable
601 N. Ross St. 5th Floor
Santa Ana, CA 92701

Payment (Electronic Funds Transfer EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. To request a form, please contact the department's procurement representative. Completed form and required documentation must be submitted by mail to the physical address listed on the EFT form. Forms submitted electronically will not be accepted.

ATTACHMENT C
HIGH-RISK CONTRACT REQUIREMENTS (COUNTY)

The County of Orange has designated this Contract for Temp Help – Landfill Laborer Services for OCWR as a High-Risk Contract. This Safety Packet specifies the requirements expected from the Contractor performing Temp Help – Landfill Laborer Services for OCWR. The Contractor shall be liable for any action or inaction resulting in a fine imposed by regulatory agencies on incidents of noncompliance within the Contractor’s area of responsibility. The Contractor shall be responsible for ensuring that the Contractor’s Subcontractor(s) comply with these Safety provisions.

A. CONTRACTOR SAFETY

Contractor shall conduct all operations and perform all services in a safe manner. Contractor shall implement and maintain all proper health and safety precautions to protect its employees, subcontractors, County staff, the public, and the environment. Contractor shall conform to the OC Waste & Recycling Code of Safe Practices (Exhibit 4), the County of Orange Safety and Loss Prevention Program #306 and CAL/OSHA standards (Exhibit 1), as well as all other applicable laws, codes and regulations.

Contractor shall submit Contractor’s Injury and Illness Prevention Program (IIPP) - *reference Exhibits 1 and 2*. Contractor’s IIPP shall meet the minimum requirements of California Code of Regulation (CCR), Title 8, Section 1509 and 3203 and maintain compliance with all local, municipal, state and federal safety and health laws, orders, and regulations applicable to Contractor operations in performance of this Scope of Work. At a minimum, the IIPP must comply with the minimum site-specific standards as set by OCWR - *reference Exhibit 4*.

The IIPP along with the completed Exhibits 1 and 2 will be approved by OCWR’s Safety Culture Manager **PRIOR** to any Contractor staff entering County owned or operated landfills and facilities.

**EXHIBIT 1
COUNTY'S SAFETY AND LOSS PREVENTION POLICY AND PROCEDURE #306**

**** This Exhibit 1 signed, Exhibit 2 completed, and Contractor's H&SP/IILP shall be submitted and approved before any work shall begin.***

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Exhibits attached separately as OC Waste & Recycling Safety Packet

**EXHIBIT 2
CONTRACTOR SAFETY – ACTIVITY CHECKLIST**

** This Exhibit 2 completed, Exhibit 1 signed, and Contractor's H&SP/IILP shall be submitted and approved before any work shall begin.*

Exhibits attached separately as OC Waste & Recycling Safety Packet

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**EXHIBIT 3
JOBSITE SAFETY CHECKLIST**

****This Exhibit 3 is for reference. During this Contract term, the Project Manager will utilize the most current Jobsite Safety Inspection checklist when conducting regular inspections of the Contractor's jobsite.***

Exhibits attached separately as OC Waste & Recycling Safety Packet

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**EXHIBIT 4
OC WASTE & RECYCLING CODE OF SAFE PRACTICES**

Exhibits attached separately as OC Waste & Recycling Safety Packet

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