

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND REPUBLIC SERVICES

This Agreement is entered into this 1<sup>st</sup> day of June 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and BFI Waste Systems of North America, LLC, dba Republic Services of San Mateo County, a wholly owned subsidiary of Republic Services, Inc. (Republic Services), hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas it is necessary and desirable that Contractor be retained for the purpose of operating and managing the Pescadero Transfer Station, PTS.

### **Definitions:**

**"Applicable Law":** any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

**"Excluded Waste":** (1) Hazardous Waste with the exception of certain designated household hazardous wastes, including but not limited to: fluorescent tubes, batteries, waste oil/filters, latex paint and cans (empty). The list of accepted household hazardous wastes is provided in Exhibit A, Section F. Material Destinations, and in the table of Material Transfer in Exhibit B; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

**"Hazardous Waste"** includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency, or as defined in Section 25117 of the California Health and Safety Code, or any state agency, and including but not limited to future amendments thereto, and any other Applicable Law, with the exception of certain designated household hazardous wastes, including but not limited to: fluorescent tubes, batteries, waste oil/filters, latex paint and cans (empty). The list of accepted household hazardous wastes is provided in Exhibit A, Section F. Material Destinations, and in the table of Material Transfer in Exhibit B.

**"Organic Waste":** Solid Wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). biosolids and digestate are as defined by 14 CC R Section 18982(a).

**"Recyclables":** non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

**"Solid Waste"** includes, but is not limited to, all putrescible and non-putrescible solid semisolid, and liquid wastes including garbage, trash, refuse, organic materials, recyclables, rubbish, ashes, industrial wastes, demolition, and construction wastes, appliances, dewatered, treated, or chemically fixed sewage sludge

which is not hazardous waste, manure, vegetable, or animal solid and semi solid wastes, and other discarded solid and semi-solid wastes. Solid Waste shall not include any Excluded Waste.

**“Title to Waste”:** Contractor shall acquire title to Waste Materials when they are loaded into Contractor’s truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor’s premises. Title to and liability for any Excluded Waste shall remain with County and shall at no time pass to Contractor. Deposit of any Excluded Waste at any Contractor facility shall not be deemed to vest title to any Excluded Waste in Contractor. If title is deemed vested in Contractor, Contractor shall have the right to revoke acceptance of any waste at any time such waste is discovered to be or contains Excluded Waste. County shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys’ fees) (collectively, “Losses”) resulting from the inclusion of Excluded Waste in the Waste Materials.

**“Transfer Station”:** California Public Resources Code, Division 30 section 40000 - 49654 Division 30 added by Stats. 1989, Ch. 1096, Sec. 2. Public Resources Code - PRC

(a) Transfer or processing station: Facilities utilized to receive solid wastes, temporarily store, separate, convert, or otherwise process the materials in the solid wastes, or to transfer the solid wastes directly from smaller to larger vehicles for transport, and those facilities utilized for transformation. Transfer or processing station does not include any of the following:

- (1) A facility, whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure.
- (2) A facility, whose principal function is to receive, store, convert, or otherwise process wastes that have already been separated for reuse and are not intended for disposal.
- (3) The operations premises of a duly licensed solid waste handling operator who receives, stores, transfers, or otherwise processes waste as an activity incidental to the conduct of a refuse collection and disposal business in accordance with regulations adopted pursuant to Section 43309.

## **1. Services to be Performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit A and B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed TWO MILLION THIRTY-SIX THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$2,036,300.00). If the County makes any advance payments, Contractor agrees to refund any amounts more than the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

## **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from June 1, 2025, through May 31, 2030.

#### **4. Termination**

This Agreement may be terminated by Contractor or by the Director, Sustainability Department, or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services completed to the work/services required by the Agreement.

County may terminate this Agreement, or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. To terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. If County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

##### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement to the extent caused by the negligent acts or omissions or breach of this Agreement by Contractor or its employees or subcontractors that cause any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents.

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, excluding that proportionate amount of damages caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**9. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with ACORD 25 certificate(s) of insurance evidencing the required coverage, and the liability policies shall include contractual liability coverage extending Contractor's cover to include the contractual liability assumed by Contractor pursuant to this Agreement. The certificate(s) shall be supplemented with blanket-form endorsements to the Commercial General Liability and Automobile Liability policies providing thirty (30) days' notice must be given, in writing, to County of any pending material change or of any cancellation or non-renewal of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor or Contractor's employees. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- |                                                                                                |                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) General Liability (Including operations, products and completed operations, as applicable) | \$1,000,000 - per occurrence for bodily injury, personal injury, and property damage. If Commercial General insurance or other form with a general aggregate limit is used, the general aggregate limit either must apply separately to this project or must be twice the required occurrence limit. |
| (b) Automobile Liability                                                                       | \$1,000,000 - per accident for bodily injury and property damage.                                                                                                                                                                                                                                    |

|                                      |                                                                                                                                           |
|--------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| (c) Workers Compensation             | As required by the state of California                                                                                                    |
| (d) Employee's Liability             | \$1,000,000 - each accident, \$1,000,000 policy limit<br>bodily injury by disease, \$1,000,000 each employee<br>bodily injury by disease. |
| (e) Contractor's Pollution Liability | \$1,000,000 - Per Occurrence                                                                                                              |
| (f) Performance Bond                 | \$407,200 - Per occurrence.                                                                                                               |

If the vendor collects and transmits data by accepting credit or debit cards for payments at PTS, the County will not be responsible for a breach of said data. The vendor will indemnify and hold harmless the County from claims, lawsuits or other legal action stemming from any release of information.

County and its officers, agents, employees, and servants shall be included as additional insured on all such policies of insurance except workers' compensation and employer's liability via blanket-form endorsements, which policies shall also be endorsed with blanket-form primary non-contributory endorsements providing that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be materially changed or canceled and such coverage is not reinstated, renewed or replaced with coverage that complies with the stated insurance requirements herein, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **d. Acts of God**

Regardless of any other provision of this contract, Contractor shall not be in default of any provision hereof if its performance is prevented by an Act of God, which prevents or makes more difficult its performance.

Such events may include forest or range fires, road closures that render the transfer station inaccessible via County or State maintained highways, earthquakes, and floods. Should access to the facility be restricted due to a natural disaster or other reason, the Contractor would collaborate with the County on establishing an alternate temporary location to provide the needed services using equipment from its other locations. Ox Mountain would also serve as an alternate facility that customers could be redirected to.

#### **e. Destruction**

If, during the term the premises are totally or partially destroyed by Acts of God rendering the premises totally or partially inaccessible or unusable, County may, at its option, restore the transfer station to substantially the same condition as it was immediately before destruction. If the restoration can be made within 360 days, such destruction shall not terminate this contract. If restoration cannot be made within the stated period, this contract shall become null, and void and Contractor shall have no further rights hereunder.

### **10. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the

Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **11. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals based on disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. Termination of this Agreement.
- ii. Disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to three years.
- iii. Liquidated damages of \$2,500 per violation; and/or
- iv. Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage, and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

**12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service

in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**14. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

Contractor, if incorporated, shall furnish County at the beginning of the term of this Agreement the names and positions of the officers and directors of the corporation. It shall promptly notify the County in writing of any changes which occur in its officers or Board.

**15. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights, and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

## **16. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Effie Milionis Verducci /Assistant Director, Sustainability Department  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City  
Telephone: N/A  
Email: [everducci@smcgov.org](mailto:everducci@smcgov.org)

Name/Title: Gordon Tong/Program Manager, Sustainability Department  
Address: 455 County Center, 4<sup>th</sup> Floor, Redwood City  
Telephone: (650) 363-4159  
Email: [gtong@smcgov.org](mailto:gtong@smcgov.org)

In the case of Contractor, to:

Name/Title: Yasser Brenes/Area President  
Address: 2125 Oak Grove Road, Suite 110, Walnut Creek, CA 94598  
Telephone: (480) 627-2871  
Email: [YBrenes@republicservices.com](mailto:YBrenes@republicservices.com)

## **17. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

## **18. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Republic Services



Contractor Signature

04/21/2025

Date

Yasser Brenes

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:



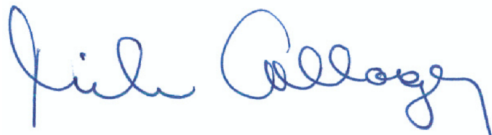
Resolution No. 081141

President, Board of Supervisors, San Mateo County

Date: May 6, 2025

ATTEST:

By:



Clerk of Said Board

## **Exhibit A: Scope of Work and Deliverables**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **Scope of Contract**

1. Operation of Transfer Station
2. Transportation and Processing of Wastes
3. Site Maintenance
4. Equipment
5. Customer Service and Communication
6. Safety and Emergency Procedures
7. Administrative

#### **1. Operation of Transfer Station**

##### **a. General Scope**

Contractor will manage and efficiently operate PTS and process and transfer all non-hazardous solid waste delivered to the facility to Ox Mountain Sanitary Landfill, located east of Half Moon Bay off Route 92 in San Mateo County in accordance with the provisions of this contract. Contractor agrees to process and transfer all recyclable materials to a County-approved recycling facility. Recyclables and yard waste will be transferred at Ox Mountain to Newby Island Materials Recovery Park in San Jose for processing. Contractor will make reasonable attempts to recover and/or recycle as much materials as possible from the facility.

Contractor's employee at the gate will direct all vehicles to facilitate traffic flow at the site. Contractor will provide an area for users to unload separated recyclable materials; e-waste; and designated household hazardous wastes including but not limited to latex paints, oil, batteries, and fluorescent tubes, into bins that are accessible pursuant to the Americans with Disabilities Act. The designated bins for such materials will have signs provided above each of them clearly delineating to the satisfaction of the County what materials are to be deposited. The household hazardous waste (HHW) removed by facility employee(s) from arriving waste loads under the load-checking program must be stored safely in the approved storage bins. Contractor will make arrangements with the County HHW program, and all involved regulatory agencies to comply with all appropriate HHW regulations and to coordinate with the County HHW program for pick-up services. Contractor will also establish a permanent mattress drop-off program on-site at PTS.

Contractor shall exercise reasonable care in inspecting each vehicle entering the transfer station and tipping area. Reasonable care consists of looking in the vehicle and at its contents, walking around vehicles, when necessary, but does not include either climbing onto the vehicle or touching waste material. Contractor may require a person who succeeds in dumping a prohibited item, to retrieve and remove from the premises said item, and shall have a rake available for such purpose.

##### **b. Hours of Operations**

The current hours of operation are Friday 10 am – 5:30 pm, and Saturday and Sunday 9am – 4:30pm. Following outreach by County and posted notice by Contractor these new hours of operation will go into effect upon written approval by County. Under the new hours of operation, the transfer station shall be open to the public three days a week from Thursday through Saturday. The hours of operation shall be from 10:00 am - 5:30 pm on Thursdays and Fridays, and from 9:00 am - 4:30 pm on Saturdays, except for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or unless otherwise determined by the County.

Contractor will provide the County with a notice 30 days before any scheduled public closure and obtain the County's approval prior to proceeding with the closure. Contractor will notify customers three weeks before any scheduled closure by posting a notice at the site and adjusting the schedule listed above to accommodate for providing three days of service per week period.

**c. Site Access**

Contractor shall be responsible for unlocking and locking the gate to PTS site at the opening and closing times. Contractor shall keep gates locked during non-operational hours.

The site shall use the County's lock system provided by the County and a lock provided by Contractor. The locks on the gate should be configured so that the gate can be unlocked with either lock.

County may access and use PTS at any time, for purposes including, but not limited to special events, emergency operations, tours, and inspections.

**d. Collection of Gate Fees**

Contractor will accept the receipt of solid waste and collect all fees for materials. Waste and segregated materials brought to the site will be visually inspected to determine load composition, to identify any hazardous wastes, and to assess payment amount.

The gate attendant will collect fees according to the posted rates at the time of disposal. Gate fees shall not be altered without prior written approval from the County.

Contractor shall provide and maintain in good working order, a cash register or point of sale electronic device capable of issuing receipts to customers and of recording electronic and/or physical copies of receipts with the following information for each transaction:

- i. Date of Transaction
- ii. Name (Optional)
- iii. Origin of Waste (city of residence/business)
- iv. Type of Materials
- v. Fee for cubic yards and for special handling to the appropriate dumping locations
- vi. Form of Payment Received and Amount

Contractor will provide monthly reports with the information specified above concurrently with monthly invoices. All gate fees will be recorded electronically and included in the monthly report to the County.

It is Contractor's responsibility to provide reasonable oversight and audits of all fees collected at the gate.

**e. Method of Payment**

Contractor shall accept cash as well as debit card/credit card payments, digital wallets (e.g., Apple Pay, Google Pay), offline payment solutions or similar systems.

Contractor shall ensure that all payment systems are reliable and secure with the operational constraints of the site, including Wi-Fi availability. If necessary, Contractor shall use cellular or other connectivity solutions to support these payment methods.

Contractor is responsible for maintaining the functionality and reliability of all payment systems and for addressing any customer service issues related to payments promptly.

All associated transaction fees for non-cash payments shall be posted to the site visitors. The sign will clearly state the associated transaction fee may be charged to the customers.

**f. Material Destinations**

The Contractor will provide the following information on materials processed at PTS. This information shall include the final processing facility and average annual diversion rate per load. This table is required before the start of contract and before June 15<sup>th</sup> of each following fiscal year.

| <b>Material</b>                                                          | <b>Name of the Processing Facility</b> | <b>Name of the Final Destination</b> |
|--------------------------------------------------------------------------|----------------------------------------|--------------------------------------|
| <b>Non-compacted Municipal Solid Waste</b>                               | Ox Mountain                            | Ox Mountain                          |
| <b>Commingled Single Stream Recyclables</b>                              | Newby Island Resource Recovery         | Newby Island Resource Recovery       |
| <b>Scrap Metal</b>                                                       | Circosta Iron Metal Co                 | Circosta Iron Metal Co               |
| <b>Appliances</b> (Washer, Dryers, Dishwasher, Stoves, Ovens, Microwave) | Circosta Iron Metal Co                 | Ox Mountain                          |
| <b>Water Heaters</b>                                                     | Circosta Iron Metal Co                 | Ox Mountain                          |
| <b>Refrigerators</b>                                                     | Circosta Iron Metal Co                 | Ox Mountain                          |
| <b>Heaters / AC Units</b>                                                | Circosta Iron Metal Co                 | Ox Mountain                          |
| <b>Mattress / Box Springs*</b>                                           | Ox Mountain                            | MRC Mattress                         |
| <b>Sofa / Upholstered Furniture</b>                                      | Ox Mountain                            | MRC Mattress                         |
| <b>Yard Waste</b>                                                        | Ox Mountain                            | Ox Mountain                          |
| <b>Food Scraps</b> (residential and commercial)                          | Newby Island Resource Recovery         | Newby Island Resource Recovery       |
| <b>Inerts</b> (Dirt, Concrete, Rock, Asphalt)                            | Ox Mountain                            | Ox Mountain                          |
| <b>Electronic Waste Below 21"</b>                                        | Ox Mountain                            | Revolt Recycling                     |
| <b>Electronic Waste Above 21"</b>                                        | Ox Mountain                            | Revolt Recycling                     |
| <b>Universal Waste</b> (Fluorescent Tubes & Batteries)                   | Ox Mountain                            | Revolt Recycling                     |
| <b>Waste Oil / Filters</b>                                               | Ox Mountain                            | Safety Kleen                         |
| <b>Latex Paint Cans (Empty)*</b>                                         | Ox Mountain                            | Ox Mountain                          |
| <b>Tires</b>                                                             | Ox Mountain                            | Third party company (rotates)        |

**g. Resource Recovery/Waste Diversion**

Contractor may dump some "clean" loads in a designated area or container that the site staff may sort through (on-site or off-site) to divert as many materials as possible, subject to the Local Enforcement Agency (LEA) approval.

Contractor shall make estimates of the volume of each material recycled weekly and shall provide County with copies of said estimates and receipts from sale of recycled materials when submitting invoices for monthly payments.

The County reserves the right to terminate Contractor resource recovery operations if, after a reasonable period, resource recovery is determined to be impractical or economically infeasible. County termination of resource recovery operations shall not provide Contractor cause either to terminate all or any other portions of this contract or to request amendments to other portions of this contract.

**h. Title to Waste**

Contractor shall acquire title or responsibility for organic waste, recyclables, and solid waste when the materials are loaded into Contractor's truck or when they are delivered to Contractor's premises. Title to and liability for any Excluded Waste shall remain with County and shall at no time pass to Contractor. Deposit of any Excluded Waste at any Contractor facility shall not be deemed to vest title to any Excluded Waste in Contractor. If title is deemed vested in Contractor, Contractor shall have the right to revoke acceptance of any waste at any time such waste is discovered to be or contain unauthorized wastes such as hazardous, radioactive, or medical waste. County shall indemnify and hold harmless Contractor from and against all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**i. Event Support and Facilitation**

Contractor shall provide necessary on-site support and coordination for County-hosted events such as tire recycling, electronics recycling, and similar community waste diversion programs. This includes, but is not limited to, preparing the site, ensuring adequate staffing, providing equipment as needed, and coordinating with County representatives and third-party vendors. Contractor shall also ensure the site remains safe, clean, and functional during and after events.

Upon the County identifying a need for an event outside of normal operating hours, the County will issue Contractor a task order outlining the scope of services. Upon receipt of a task order outlining the requested scope of services, Contractor shall, within one business week, provide County with a cost estimate. If approved, the County will respond in writing. Invoices with a breakdown of hours worked shall be submitted by Contractor after the completion of the event per Exhibit B terms.

**j. Change in Service**

The County may adopt reasonable rules and regulations with reference to the day-to-day operation of the transfer station after consultation with Contractor.

At the County's request, and subject to the following, Contractor shall provide any other exclusive or non-exclusive services (New Service) not covered by this agreement upon receiving a written request from the County and subject to establishment of an appropriate fee for such New Service. Contractor may also submit unsolicited written proposals to the County for any other exclusive or non-exclusive services not included in this agreement. Authorization to provide such services shall be contingent upon County approval, and subject to establishment of an appropriate fee for such New Service. If a mutually acceptable fee for such New Service cannot be negotiated between the County and Contractor within a reasonable timeframe, the County shall maintain the right to solicit other bids for such New Service.

**2. Transportation and Processing of Wastes**

**a. Frequency of Removal of Wastes**

Contractor shall be responsible for removing containers when they are full or nearly so. In arranging for hauls to Ox Mountain Sanitary Landfill, or County approved recyclers, Contractor shall be cognizant of the hours of operation of said facilities and allow sufficient time for transfer vehicles to reach said facilities before closing time. For logistical reasons Contractor may switch filled and empty containers at the transfer station site without hauling the filled containers away, provided the filled containers do not remain on site more than 48 hours or such other period as the Local Enforcement Agency (LEA) may direct. Contractor will utilize additional compactors for garbage and yard waste to reduce the number of hauling trips to Ox Mountain as an operational efficiency improvement and cost-savings measure. Any open container containing flammable material remaining at the site at closing time shall be completely covered with metal sheets or placed into the appropriate Hazardous Waste container on site, for protection against fire.

**b. Haul Route**

Because of the width and alignment of Bean Hollow Road all roll-off trucks, loaded or unloaded, shall enter, and leave the transfer station site by way of the southerly segment of Bean Hollow Road from Cabrillo Highway, unless otherwise agreed upon by the County.

**c. Load Recording Procedure**

Upon request, the Contractor shall provide consecutively numbered and dated load slips (segregated as to type of container and approved as to form by the County with all invoices. The County may also ask for copies slips at any time with five business days' notice. Each load slip must be signed by the operator and the driver, for each load taken to the site. On delivery of the load to disposal or recycling facilities, the roll-off vehicle and container shall be weighed and the driver shall obtain a receipt showing the net weight and the disposal fee incurred or revenue received.

**3. Site Maintenance**

- The Contractor shall be responsible for maintaining the site in good working condition, including, but not limited to the structural parts of the transfer station, including the electrical system, landscaping, and the drainage system.
- Providing and maintaining an administrative office for Contractor's staff with space for record keeping, computing, collection and secure storage of fees, and monitoring of equipment and all other site activities.
- Ensuring operational procedures are in place to mitigate odor, noise, vectors, and litter.
- Keeping the site clean by removing onsite vegetation, illegally dumped material on or adjacent to the site to keep the community clean and improve surface and groundwater quality.
- Installing and maintaining (at the contractor's expense) informational signs, telephone service, electricity, and potable water. The County is responsible for an identification sign at entrance to the site.
- Keeping skilled staff on-hand that can repair equipment or premises if they are damaged by any cause including Contractor's operations, except Acts of God.
- The County will be responsible for maintaining the pavement and fencing, general repainting of gate house, and major damage not caused by Contractor's negligence or deliberate actions. Major damage does not include broken windows, damaged screens, or guard rails. In the event of damage which Contractor considers to be the responsibility of County, Contractor shall notify County of said damage no later than one working day after discovery. Any dispute as to what constitutes major damage or County responsibility shall be resolved as set forth in this agreement.
- Contractor shall not alter the premises without the County's consent. Any alterations made shall remain on the premises and be surrendered to County on the expiration or termination of this contract.

The table below includes a summary of the Contractor's maintenance responsibilities as outlined above, distinguishing between the Contractor and the County:

| Contractor's Maintenance Responsibilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | County's Maintenance Responsibilities                                                                                                                                                                                            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Maintain structure which includes gatehouse/office (computer and storage of all files).</li> <li>• Maintain the electrical and drainage systems.</li> <li>• Mitigate site odor, noise, vectors, and litter.</li> <li>• Remove onsite vegetation, illegally dumped material on or adjacent to the site to keep the community clean and improve surface and groundwater quality.</li> <li>• Maintain the site landscape and vegetation.</li> <li>• Install and maintain (at the contractor's expense) informational signs, telephone service, electricity, and potable water.</li> </ul> | <ul style="list-style-type: none"> <li>• Maintain pavement.</li> <li>• Maintain outside fencing.</li> <li>• Maintain gate house (repairs/paint).</li> <li>• Repair site damage not caused by Contractor's negligence.</li> </ul> |

#### 4. Equipment

##### a. PTS On-Site Equipment

Contractor will be responsible for acquiring all needed stationary equipment and rolling stock and bins to accomplish the tasks stated in this agreement. Contractor will also be responsible for all maintenance of equipment. Contractor shall provide any other amenities or necessities necessary to the operation of the facility.

Contractor will provide a series of different size and style of containers. The containers for the customer will be compliant with the Americans with Disability Act, ADA, accessible. These will include:

- Roll-off boxes dedicated for large items, including furniture, appliances, yard waste and construction and demolition (C&D) debris.
- A cart and/or container area for smaller items, including batteries, used motor oil and motor filters, compact fluorescent lightbulbs (CFL's).
- A front-load bin and or compactor area for segregated recyclable materials and garbage.
- All electrical waste and U-waste collection bins shall be covered.
- All putrescible waste bins shall be covered.

All equipment shall be uniform and maintained by Contractor to the satisfaction of the County. Contractor may install a compactor and/or baler for recycled materials to maximize the efficiency of hauling such materials to markets.

Contractor will also be responsible for providing and paying for all inspection fees and permits. With the exception of the Bay Area Air Quality Management District (BAAQMD) permit fees which will continue to be paid by the County. Stationary and mobile equipment and vehicles associated with operations. As there are no sanitary sewage treatment capacities on-site, Contractor will provide a portable toilet that is accessible to both the public and to staff on site. Storage of bins, rolling stock, and equipment will not be permitted outside of PTS gates. Contractor must include sufficient storage capacity for up to three days of incoming wastes and recyclables (including compostables) to be stored on-site. This site will also be a possible location for transferring disaster debris, upon request of the County.

**b. Vehicles**

Contractor shall submit to the County, for prior approval, manufacturer performance specifications and exterior dimensions of all vehicles, which Contractor proposes to use in the performance of the contract work.

**c. Telephone Support and Customer Response**

Contractor shall maintain functional phone systems and provide prompt, professional customer service, including answering calls, addressing inquiries, and resolving complaints.

**d. Equipment and Service Interruptions**

In the event of equipment failure or service interruptions, Contractor shall notify the County's contract manager listed on this contract within one business day. Contractor is also responsible for providing appropriate signage to inform customers of the service disruption. Additionally, Contractor shall provide the County with a timeline for the restoration of the service.

**5. Customer Service and Communication**

**a. Communication/Site Oversight**

Contractor shall maintain consistent communication and collaboration with the County through the following measures:

- Conduct regular meetings with the County on a quarterly basis (on-site and virtual), including updates on site operations, challenges, and performance.
- Ensure that Republic's Site Supervisor conducts bi-weekly site visits to engage with the on-site attendant, review operations, and address any on-site issues. During these visits, the Site Supervisor should also interact with customers to gather feedback and monitor service quality.
- Upon request, meet with the County on-site to discuss site conditions, review operational effectiveness, address concerns, and plan for upcoming activities or events.

**b. Customer Service and Feedback**

Contractor shall establish and implement a comprehensive customer service feedback and complaint resolution program, which includes:

- Develop clear complaint resolution procedures to address operational concerns, including staffing issues. Complaint submission methods may include an email address, a phone number, and/or an online form link. Posting signage at the site with information for submitting complaints and inquiries.
- Record in a log, all complaints, including date, complainant name and address, nature, and resolution of complaint. This log shall be included in a report to the County monthly.
- Evaluate customer service performance through performance measures, such as response times and customer satisfaction and reporting to the County on the measures.
- Offer additional methods for customer communication, such as flyers or other informational materials.

**6. Safety and Emergency Procedures**

**a. Health and Safety**

Contractor shall always operate PTS in a manner that protects the health and safety of all persons employed and/or otherwise on the site, including the public. Contractor shall require children and pets to remain in

vehicles and shall prohibit any member of the public from entering a container, except if directed by Contractor to retrieve prohibited materials. Smoking shall be prohibited within 25 feet of any unloading area.

All flammable material shall be removed, and dead vegetation cleared within the perimeter of the fence, unloading areas and any container. The grounds and roads immediately adjacent to the facility shall be checked once each operating day for litter and illegal dumping. Any litter discovered will be promptly removed and properly recycled or disposed of.

For fire protection services, Contractor shall provide two working fire extinguishers on-site (that are tested quarterly with documentation): one back pump filled with water for trash fires and one non-toxic dry chemical type with an Underwriters Laboratory rating of 10 BC or better for electrical fires. Contractor shall also provide the necessary equipment to handle any liquid spills.

**b. Emergency Procedures**

In the event of a local emergency that has been declared in accordance with applicable laws and regulations, Contractor, upon the request of the Director, shall make solid waste transportation equipment available to the degree possible for emergency assistance. Contractor shall follow instruction of County in such circumstance. Emergency use of transportation equipment may include operating the PTS during hours or on days not included in this contract. In such an event, Contractor shall be compensated based on fair, equitable, and prompt reimbursement of Contractor's actual costs.

**c. Disaster Debris**

Because PTS is a collection site for disaster debris in the event of an emergency. Contractor shall provide an emergency contact to operate the site within 12 hours of an emergency event, including but not limited to fire, earthquake, severe weather, extreme weather, or road destruction, which may require the temporary storage of debris. When activated, Contractor shall be able to re-purpose or utilize up to 0.85 acre of the site for disaster debris operations. County may engage contractor in additional emergency support services related to disaster debris with advanced notice and written approval by both parties as needed.

**d. Temporary Closure of Transfer Station**

In the event of a temporary emergency at the transfer station involving Acts of God, human error or mechanical failure, Contractor shall make every reasonable effort to maintain close-to-normal operations. With approval of County, Contractor may limit loads or direct loads to Ox Mountain Sanitary Landfill.

If an emergency occurs at the site which requires Contractor to close the site, a sign shall be posted in a visible location to notify customers, and the County shall be notified by phone prior to closing. If the County has not been notified, Contractor is subject to a reduction in the monthly operating cost fees for the time in which PTS has been closed.

**7. Administrative**

**a. Payment of County Costs**

For each month in which County or its agents has utilized Contractor's equipment and facilities to carry out/process any portion of the assigned work, County shall maintain an itemized accounting of all direct and indirect costs to County associated with the required work and provide Contractor with said accounting. If itemized expenses exceed payments due Contractor Contractor's performance bond or cash on deposit shall be liable for the remainder. Contractor expressly waives the right to assert that County's expenses were unnecessary or unreasonably incurred.

**b. Taxes and Assessments**

Contractor shall pay all taxes, licenses, fees, and other charges that are levied and assessed against Contractor's personal property.

## **Exhibit B: Fee Payment Schedule**

For timely payment of completed work described in Exhibit A:

### **Invoicing Requirements**

The Contractor shall submit invoices to the County at least once a month. Each invoice shall be submitted with the information specified in Exhibit A of this contract:

- a. Company letterhead.
- b. Current remittance address.
- c. Agreement/Contract number.
- d. Invoice number.
- e. Invoice date.
- f. Total cost
- g. Amount owed.
- h. Amount previously billed.
- i. Amount remaining on contract.

Contractor shall provide supporting documents concurrently upon invoice submittal, adequate to substantiate the charges. Adequate supporting documents include, but are not limited to deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of supporting documents required to verify information on invoices depends on the specified contracted services and, if applicable, costs to be reimbursed. The County reserves the right to withhold payment on invoices until Contractor provides adequate supporting documents. The adequacy of supporting documentation is in the sole discretion of the County.

Contractor shall also submit an Excel version of the invoice data to facilitate auditing and verification. The Excel file shall include all relevant details necessary to reconcile charges, such as itemized transactions, and any other invoicing elements required by the County.

### **Timesheets**

Timesheets must include at a minimum, employee name, job title, date of hours worked, task hours are applied to, hourly rate, number of hours worked per date, total dollar value per day, per employee.

- a. Material per ton fees
- b. Gate fee revenue
- c. Recycling percentage
- d. Inbound tonnage by material types
- e. Total outbound tons
- f. Record of each transaction
- g. Disposal report
- h. Customer Feedback/Complaint submission and resolution report

### **Transfer Station Operation and Solid Waste Hauling/Availability of Funds**

The disposal and recycling fees, which Contractor collects on behalf of County, shall be shown as a credit on Contractor's invoices. The County may terminate this Agreement, or a portion of the services referenced in the Exhibits to this agreement, if Federal, State, or County funds are no longer available, by providing written notice to Contractor as soon as is reasonably possible after the County learns that these funds are no longer available.

## **Invoices For Payment**

All payments by County shall be made in after the service has been provided. County shall make payment no more than thirty (30) days from County's receipt of Contractor's invoice.

### **1. Payment Formula**

Contractor must submit monthly invoices to receive payments from the County. County will provide Contractor with an invoice form for Contractor to request payment. Monthly payments will be composed of the sum of one-twelfth of the annual Fixed Operating Costs, plus the number of tons for each of the Variable Cost items times the rate for each item as listed in Exhibit B. The total gate fees collected during the month covered by the invoice, will be deducted from the above calculation to arrive at the amount due from the County to Contractor.

### **2. Revenues**

All revenues collected by Contractor from the users of PTS are the property of County. The Director reserves the right to annually increase all gate fees by up to the increase in the CPI, throughout the term of this agreement. The CPI is defined in Exhibit B Section 5 below. Fee Modifications and Adjustments of this Exhibit. Revenues that Contractor receives from the sale of recyclable materials are the property of Contractor unless determined otherwise by the County.

Gate Fees charged at PTS for waste and recyclables (including organic waste) will count towards revenue to the County.

### **3. Fee Adjustments**

If Contractor can demonstrate to the satisfaction of County that significant and costly changes in Contractor's operation are required as the result of changes in State or Federal regulations, or requests from the County for changes in service, one or more fees in this contract may be amended with the mutual consent of both parties to reflect actual increased costs incurred by Contractor. In such an event County may require and Contractor shall provide at its expense, any financial records and/or analysis services which County deems necessary to substantiate and quantify Contractor's fee amendment request.

### **4. Auditing Fees Collected**

Contractor shall audit gate fees and customer transactions annually to ensure gate fees collected are accurate. The results of such audit shall be provided to the County at the end of each fiscal year.

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

**TABLE: Annual Fixed Operating Costs**

| Service                             | 3 Day/Week Operation (Thu-Sat) |
|-------------------------------------|--------------------------------|
|                                     | Rate to County (Per Year)      |
| Labor                               | \$140,569                      |
| Maintenance                         | \$37,399                       |
| Equipment                           | \$3,476                        |
| Overhead and Profit                 | \$45,603                       |
| <b>Total: Fixed Operating Costs</b> | <b>\$227,047</b>               |

## **5. Fee Escalations**

The contract fee escalation method (CPI adjustment) for water and sewer and trash collection services will be used to increase the contract cost annually on the anniversary date of the agreement.

The County may require changes in existing services or schedule and Contractor shall comply. If such changes result in increased costs or decreased revenues to Contractor, Contractor shall have the right to apply for a special fee adjustment pursuant to this Agreement. If changes in existing services or New Services required by the County result in decreased costs, the County shall reduce Contractor's payments accordingly.

- a. Adjustments. Annually, during the term of this agreement, the Service Fees may be adjusted upward or downward depending on changes in the Bureau of Labor Statistics Water and Sewer and Trash Collection Services Index (WST) – Series ID CUUR0000SEHG Consumer Price Index (CPI-WST). Adjustments will only be considered if Contractor is satisfying all of its performance obligations as detailed in this agreement.
- b. Data Required. The following information must be provided for another rate adjustment to be considered by the County:
  - i. The proposed rate sheet.
  - ii. The Bureau of Labor Statistics Water and Sewer and Trash Collection Services Index (WST) – Series ID CUUR0000SEHG Consumer Price Index (CPI-WST) Unadjusted Percent Change for the twelve months preceding the year in which Contractor's rate adjustment is being calculated.
  - iii. The calculation of the adjustments to the Rate(s).

**TABLE: Material Transfer and Processing Costs**

| Material                                                                 | Unit      | Transfer Cost | Disposal Cost (Gate Fee) | Other Transfer and Processing Cost | Total Rate to County (Per Unit Cost) | Name of the Processing Facility | Name of the Final Destination  |
|--------------------------------------------------------------------------|-----------|---------------|--------------------------|------------------------------------|--------------------------------------|---------------------------------|--------------------------------|
| <b>Non-compacted Municipal Solid Waste</b>                               | Per Ton   | \$50.47       | \$118                    | -                                  | \$168.47                             | Ox Mountain                     | Ox Mountain                    |
| <b>Commingled Single Stream Recyclables</b>                              | Per Ton   | \$60.13       | \$131                    | -                                  | \$191.16                             | Newby Island Resource Recovery  | Newby Island Resource Recovery |
| <b>Scrap Metal</b>                                                       | Per Ton   | \$50.47       | \$118                    | -                                  | \$168.47                             | Circosta Iron Metal Co          | Circosta Iron Metal Co         |
| <b>Appliances</b> (Washer, Dryers, Dishwasher, Stoves, Ovens, Microwave) | Each Unit | \$50.47       | \$44                     | -                                  | \$94.47                              | Circosta Iron Metal Co          | Ox Mountain                    |
| <b>Water Heaters</b>                                                     | Each Unit | \$50.47       | \$44                     | -                                  | \$94.47                              | Circosta Iron Metal Co          | Ox Mountain                    |
| <b>Refrigerators</b>                                                     | Each Unit | \$50.47       | \$47                     | -                                  | \$97.47                              | Circosta Iron Metal Co          | Ox Mountain                    |
| <b>Heaters / AC Units</b>                                                | Each Unit | \$50.47       | \$44                     | -                                  | \$94.47                              | Circosta Iron Metal Co          | Ox Mountain                    |
| <b>Mattress / Box Springs*</b>                                           | Each Unit | \$50.47       | \$65                     | -                                  | \$115.47                             | Ox Mountain                     | MRC Mattress                   |
| <b>Sofa / Upholstered Furniture</b>                                      | Each Unit | \$50.47       | \$65                     | -                                  | \$115.47                             | Ox Mountain                     | MRC Mattress                   |
| <b>Yard Waste</b>                                                        | Per Ton   | \$50.47       | \$135                    | \$23.20                            | \$208.67                             | Ox Mountain                     | Ox Mountain                    |
| <b>Food Scraps</b> (residential and commercial)                          | Per Ton   | \$60.13       | \$131                    | \$17.54                            | \$208.67                             | Newby Island Resource Recovery  | Newby Island Resource Recovery |
| <b>Inserts</b> (Dirt, Concrete, Rock, Asphalt)                           | Per Ton   | \$50.47       | \$118                    | -                                  | \$168.47                             | Ox Mountain                     | Ox Mountain                    |
| <b>Electronic Waste Below 21"</b>                                        | Each      | -             | -                        | -                                  | \$39.80                              | Ox Mountain                     | Revolt Recycling               |
| <b>Electronic Waste Above 21"</b>                                        | Each      | -             | -                        | -                                  | \$63.68                              | Ox Mountain                     | Revolt Recycling               |
| <b>Universal Waste</b> (Fluorescent Tubes & Batteries)                   | Per Ton   | -             | -                        | -                                  | \$168.45                             | Ox Mountain                     | Revolt Recycling               |
| <b>Waste Oil / Filters</b>                                               | Each      | -             | -                        | -                                  | \$0                                  | Ox Mountain                     | Safety Klean                   |
| <b>Latex Paint Cans (Empty)*</b>                                         | Lb.       | -             | -                        | -                                  | \$0                                  | Ox Mountain                     | Ox Mountain                    |
| <b>Tires</b>                                                             | Each      | -             | -                        | -                                  | \$45                                 | Ox Mountain                     | Third party company (rotates)  |

