

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Valley Garbage and Rubbish Company, Inc., d/b/a Health Sanitation Services, having its principal place of business at 1850 W. Betteravia Street, Santa Maria, California (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE.** Leslie Wells at phone number (805)882-3611 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Keith Ramsey at phone number (805) 614-1130 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Leslie Wells
Santa Barbara County Public Works Department
Resource Recovery & Waste Management Division
130 E. Victoria Street, Suite 100
Santa Barbara, CA 93101

To CONTRACTOR: Keith Ramsey
Health Sanitation Services
District Manager
1850 W. Betteravia Road
Santa Maria, CA 93455

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** The term of this contract shall commence on September 4, 2007, and expire June 30, 2008, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of CONTRACTOR to perform any material term, covenant, obligation or condition contained in this contract shall give rise to the right, in favor of County, for earlier termination of this contract.

Upon the end of the initial contract term and any subsequent year term and subject to CONTRACTOR's compliance with the terms of this Agreement, this contract will automatically extend for successive periods of one year. At any time, either party may inform the other party in writing that the contract shall terminate in 6 months. The contract shall then expire 6 months after written notification is received by the other party.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents related to the Contractor's performance under this Agreement, of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

15. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

16. **TERMINATION.**

A. **By COUNTY.** COUNTY may, at COUNTY'S sole option, by written notice to CONTRACTOR effective upon receipt by CONTRACTOR, terminate this Agreement in whole or in part at any time, because of the failure of CONTRACTOR to fulfill the obligations herein, and following a 30-day opportunity by CONTRACTOR to cure such deficiency. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

17. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

18. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein provided that if Section A. 10. of Exhibit A providing for County approval (or disapproval) or selection of any disposal facility is ruled illegal, invalid, unconstitutional or otherwise not binding and enforceable, such provision shall not be severed here from and County may terminate this Agreement in accordance with the protocol provided in Section 16. CONTRACTOR agrees not to challenge the legality, validity or binding nature of Section A. 10. of Exhibit A.

19. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

20. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

21. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

22. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

23. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

24. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

25. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

26. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

27. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

28. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

29. **FORCE MAJEURE.** Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the County promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Valley Garbage and Rubbish Company, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By: _____
SocSec or TaxID Number: _____

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

EXHIBIT A

STATEMENT OF WORK

A. Processing

1. CONTRACTOR is to supply all labor and equipment necessary to receive, process, transport and market all commingled recyclable materials resulting from this contract. For purposes of this contract "recyclable materials" is defined as all types of materials delivered to CONTRACTOR'S facility collected pursuant to the commingled recycling programs offered in the County's Zone 4 and 5 and the cities of Buellton and Solvang, if approved by these jurisdictions. CONTRACTOR shall divert all recyclable materials in a manner that is acceptable for diversion credit under AB 939. Under no circumstances may CONTRACTOR landfill, burn, or convert for burning the recyclable materials diverted.
2. CONTRACTOR shall receive and process recyclable materials without limitation as to amount, weight or periodic variances in quantity generated.
3. All recyclable materials diverted shall meet or exceed secondary material market specifications for each class of recovered product.
4. The CONTRACTOR shall possess and maintain throughout the term of this contract all federal, state, and local permits needed to operate the facility that will accept and process the recyclable materials.
5. CONTRACTOR'S facility shall receive recyclable materials Monday through Saturday between 7:00 a.m. and 4:00 p.m.
6. If the CONTRACTOR is unable to accept recyclable materials for any reason, the CONTRACTOR will be responsible for ensuring that such recyclable materials are delivered to and processed by an alternate facility. CONTRACTOR shall be responsible for the difference between the fee charged at the CONTRACTOR'S facility under the provisions of this contract and the fee charged at the alternate facility arranged by the CONTRACTOR as well as the fees covering transportation to the alternate facility. In the event such failure to accept materials is the result of a force majeure event, then CONTRACTOR may request an adjustment to the rates charged under this Agreement to account for any increased costs associated with using an alternate facility.
7. CONTRACTOR will assume liability for the recyclable materials, including inadvertent hazardous waste contamination, once the recyclable materials are received at CONTRACTOR'S facility up to a maximum amount of \$7,000, unless County can prove that CONTRACTOR did not comply with the Hazardous Waste Screening Protocol contained in CONTRACTOR's current exclusive franchise agreement with the County for solid waste, recyclables and organics collection and transportation. In which case, CONTRACTOR will be responsible for the entire cost of cleanup. This \$7,000 limitation shall not apply to hazardous waste contamination of recyclable materials that have been commingled with material from other sources. CONTRACTOR will provide the proper handling and disposal of any inadvertent hazardous waste contamination discovered in the loads of recyclable materials and documentation regarding actual costs of handling and proper disposal. To the extent the source of hazardous waste is identifiable, Contractor may pursue any and all remedies against the generator of such hazardous waste.
8. A waste sort of the commingled recyclables will be conducted in July of each year. The time of

the sort can be rearranged due to weather or other circumstances if both the COUNTY and CONTRACTOR agree. During these waste sorts, CONTRACTOR will be required to document the percentage of the following materials, at a minimum: OCC (cardboard), ONP (newspaper), mixed paper, clear glass, brown glass, green glass, mixed glass, aluminum, tin cans/bi-metal cans, scrap metal, PET, natural HDPE, colored HDPE, mixed plastic (#3-7), and residue. Additionally, CONTRACTOR will be required to notify the COUNTY representative designated in the contract, or his/her designee, prior to the waste sort, so that the COUNTY representative may be present. Results from the sort shall be submitted to the County within 30 days of the sort completion.

9. The residue (contamination and process loss) of materials processed should not exceed 10% of the tonnage processed, unless due to Force Majeure events. In the event that residue exceeds 10%, CONTRACTOR shall pay the COUNTY \$4,500 per percentage point exceeding 10% at the end of each fiscal year in which CONTRACTOR is out of compliance with this limit. For example, if the residual is 13% and exceeds the 10% limit by 3%, the CONTRACTOR will owe COUNTY an additional \$13,500 at the end of the fiscal year.
10. CONTRACTOR shall transport and deliver to a permitted disposal facility approved by County all residue remaining after processing of recyclables. CONTRACTOR shall select a disposal facility which results in the least expensive disposal option for the County, taking into account tipping fees thereat and transportation costs thereto and compliance with applicable law (including Subtitle D requirements), consistent with public health and safety and CONTRACTOR's obligations hereunder.

County reserves the right to disapprove of CONTRACTOR's selected disposal facility, in which case CONTRACTOR will designate an alternative, also subject to County approval. If public health, safety and/or fiscal interest requires or compliance with applicable law necessitates, then the County may designate a disposal facility. If the County's designation of a disposal facility results in increased costs to Contractor, then the rates set forth under this Agreement shall be adjusted accordingly.

B. Reporting and Record Keeping

1. CONTRACTOR will be required to have a certified truck scale on-site to weigh all incoming loads of recyclable materials. Each loaded vehicle shall be weighed upon entering the CONTRACTOR'S processing facility and weighed after tipping the recyclable material. CONTRACTOR will be required to maintain a daily log of the time, sequential ticket number, vehicle number, gross vehicle weight, and tare vehicle weight. This information will be available to the COUNTY when requested.
2. CONTRACTOR will be required to complete and submit appropriate reports to the Department of Conservation (DOC), indicating the total tons of material attributed to each Curbside Identification Number assigned by the DOC.
3. CONTRACTOR shall maintain records required to conduct its operations, to support requests it may make to COUNTY, and to respond to requests from COUNTY in the conduct of COUNTY business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years after the expiration of this Agreement.

4. CONTRACTOR shall maintain financial records relating to its operations pursuant to this contract separate and segregated from such records relating to its other operations. CONTRACTOR shall also maintain complete descriptions of related party transactions (such as material sales to related companies), and all records necessary to support monthly invoices submitted to COUNTY.
5. COUNTY shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this contract, or any other similar records or reports of CONTRACTOR or its Affiliates that COUNTY shall reasonably deem necessary to evaluate monthly reports, determine the accuracy of tonnage reporting, payment of shared revenue, and payment of Department of Conservation funds, and to evaluate Contractor's performance provided for in this contract. CONTRACTOR shall make all records and documents to be reviewed and inspected by COUNTY and/or its representative as a part of any audit or other record review conducted by COUNTY for the purpose of verifying reported data and remittances, available for COUNTY's review, inspection and copying within one business day of receiving written notice from COUNTY requesting the same.
6. COUNTY may conduct or authorize an audit of the CONTRACTOR at any time related to Contractor's compliance with its obligations under this Agreement. Should any audit conducted or authorized by the COUNTY disclose that recyclable revenue due the COUNTY or the amount invoiced by CONTRACTOR to COUNTY for processing were over or underpaid by three percent (3%) or more for the period under review, CONTRACTOR shall pay for the full cost of the audit, and COUNTY may expand the scope of the audit.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

1. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR'S satisfactory performance, based upon the scope and methodology contained in the Statement of Work as determined by COUNTY.
2. COUNTY'S failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY'S right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
3. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice including a payment for commodity sales for the service performed within thirty five (35) calendar days after the end of the service period. The invoice and payment must cite the assigned Board Contract number and must comply with the Statement of Work contained in Exhibit A. Should CONTRACTOR not have paid COUNTY by this date, CONTRACTOR shall pay COUNTY 10% of the outstanding balance not received on time as a late penalty, and 1.5% per month in interest until the balance is paid. Payment date is determined as date of receipt by COUNTY.
3. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of the Payment Arrangements and Fee Schedule, shall accept payment.
4. The format of each invoice shall be approved by COUNTY. In addition to submitting all invoices on paper, CONTRACTOR agrees to submit all invoices in an electronic format approved by COUNTY, compatible with COUNTY's software/computers at no additional charge. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Invoices are intended to compile recorded data into useful forms that facilitate COUNTY review and analysis.
5. All invoices shall be submitted to:

Accounting Section
Resource Recovery & Waste Management Division
PO Box 90942
Santa Barbara, CA 93190-0942
6. Monthly invoices shall, at a minimum, contain:
 - A) Incoming Tonnage – Compilation of tonnage received from the specified service areas including a breakdown of tonnage processed from Collection Zone 4 and Collection Zone 5 (North and South County) and the cities of Buellton and Solvang, based upon a reasonable allocation of such tonnages in accordance with an allocation methodology proposed by Contractor and reviewed by the County.
 - B) Sorted Recyclable Materials – Tonnage by material type, after sorting, broken down by material type, such as:
 - OCC
 - ONP

- Mixed Paper
- Magazine
- Clear Glass
- Brown Glass
- Green Glass
- Mixed Glass
- Aluminum
- Tin
- PET
- Natural HDPE
- Colored HDPE
- Aseptic
- Residue
- Any other category of recyclable CONTRACTOR sorts

C) Department of Conservation Funds (CRV) - Amount received from Department of Conservation by material type as: a) CRV reimbursement, b) CRV processing payment, c) CRV supplemental processing payment, or d) other.

D) Recyclables Revenue – Revenue received during the preceding month by CONTRACTOR for the sale of recyclable materials by material type, including for each material:

- a) Price per ton
- b) Number of tons sold at each price
- c) Total revenue

(if the same material type was sold at different prices, include this information for each price point at which material was sold, or report the average price weighted by the number of tons)

7. Fee Schedule: The COUNTY shall receive 70% of all payments disbursed by the California Department of Conservation (DOC); including, but not limited to, CRV reimbursement, CRV processing payment, and CRV supplemental processing payments. The COUNTY shall also receive 10% of the scrap value of all commodities sold originating from material processed under this contract. The remaining 30% of CRV value and 90% of scrap value shall be kept by the CONTRACTOR in lieu of a processing, transportation, and marketing payment. This remainder to be retained by Contractor shall not fall below \$70 per ton of processed material. In the event of remaining value falling below \$70 per ton, the COUNTY shall pay Contractor a minimum processing rate of \$70 per ton.

At the time of the Agreement initiation, and for information purposes only, the DOC was distributing funds based on the following schedule per ton:

Commodity	2007 CRV
Clear Glass	\$ 98.00
Brown Glass	\$ 98.00
Green Glass	\$ 98.00
Mixed Glass	\$ 81.10
Aluminum	\$2,960.00
PETE	\$1,340.00
HDPE	
Natural	\$ 160.00
HDPE Color	\$ 160.00

8. Payment to the COUNTY will reflect DOC adjustments to its distribution schedule within 30 days of the adjustment.
9. If the contract is renewed, the processing cost and accuracy of revenues received will be reviewed and any changes will be negotiated between the parties by April of the preceding fiscal year.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the

policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Contract Summary Form: Contract Number : _____-_____ - _____ - _____

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

- D1. Fiscal Year: FY
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
- D3. Requisition Number.....:
- D4. Department Name.....:
- D5. Contact Person.....:
- D6. Phone.....:

K1. Contract Type (check one): [] Personal Service [] Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose :

K3. Original Contract Amount: \$

K4. Contract Begin Date.....:

K5. Original Contract End Date.....:

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndtAmt</u>	<u>CumAmndtToDate</u>	<u>NewTotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
		\$	\$	\$		

K7. Department Project Number.....:

B1. Is this a Board Contract? (Yes/No).....:

B2. Number of Workers Displaced (if any).....:

B3. Number of Competitive Bids (if any).....:

B4. Lowest Bid Amount (if bid).....: \$

B5. If Board waived bids, show Agenda Date.....:

B6. ... and Agenda Item Number.....: #

B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :

F1. Encumbrance Transaction Code.....: 1701

F2. Current Year Encumbrance Amount.....: \$

F3. Fund Number.....: 0001

F4. Department Number.....:

F5. Division Number (if applicable).....:

F6. Account Number.....:

F7. Cost Center number (if applicable).....:

F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:

V2. Payee/Contractor Name.....:

V3. Mailing Address.....:

V4. City State (two-letter) Zip (include +4 if known) :

V5. Telephone Number.....:

V6. Contractor's Federal Tax ID Number (EIN or SSN) :

V7. Contact Person.....:

V8. Workers Comp Insurance Expiration Date.....:

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :

V10. Professional License Number.....: #

V11. Verified by (name of County staff).....:

V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature.....:
