

CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the County of Fresno, a political subdivision of the State of California (hereinafter called "COUNTY"), and Stericycle Environmental Solutions, Inc., located at 28161 N. Keith Drive, Lake Forest, IL 60045, a Delaware Corporation (hereinafter called "CONSULTANT").

WITNESSETH:

WHEREAS, COUNTY desires to retain a Consultant to provide certain services as specified herein for the operation of the regional, permanent household hazardous waste facility, which currently is situated on the grounds of the American Avenue Disposal Site (AADS), 18950 W. American Avenue, Kerman, California (hereinafter called the "HHW Facility"), for an initial term of three (3) years. (After the initial three (3) year term, the COUNTY has the option to extend this AGREEMENT with the CONSULTANT for two (2) additional extension periods of one-year each.)

WHEREAS said CONSULTANT represents that it is qualified and willing to perform the operational services required by the COUNTY for the HHW Facility;

NOW, THEREFORE, the parties hereto have and by these presents do agree as follows:

I. DEFINITIONS:

A. "AADS" or "American Avenue Disposal Site" means the County-owned and operated facility permitted for the disposal of solid waste, located at 18950 W. American Avenue, Kerman, California.

B. "AB 939" or Assembly Bill 939" or "Integrated Waste Management Act of 1989" means legislation (codified at Public Resources Code Section 40000, et seq.) and the associated regulations that require all jurisdictions in California to develop and implement plans for reducing the amount of solid waste that is landfilled in California and for the management of household hazardous waste.

C. "AB 939 MOU" means the most recent version of the successor memorandum of understanding signed by the sixteen (16) jurisdictions in Fresno County,

1 establishing and implementing policies, procedures and funding for regional activities designed
2 to facilitate compliance with AB 939. The current version of the AB 939 MOU was fully
3 executed and took effect in January 2009.

4 D. "AB 939 Surcharge" or AB 939 MOU Surcharge" or "Surcharge" is that
5 portion of the County Solid Waste Management Fee used to fund regional AB 939 MOU-related
6 activities. The Surcharge is collected on each ton of solid waste that is generated in Fresno
7 County. Collection of this Surcharge was requested by all of the participating jurisdictions in
8 Fresno County that executed the AB 939 MOU.

9 E. "ABOP Collection Program" (see "Local HHW Network: ABOP Collection
10 Program").

11 F. "Annual Plan" or "Annual Operations Plan" means a written document
12 that includes, but is not limited to an operating budget (HHW Facility Budget). The HHW Facility
13 Budget shall itemize proposed expenditures for the Fiscal Year in a manner compatible with the
14 COUNTY's budget format, procedures, policies and schedule. In addition, the Annual Plan shall
15 indicate the HHW Facility's goals and objectives for the Fiscal Year, including but not limited to
16 the level of service to be provided, the projected number of customers to be served and an
17 overview of the services to be provided and activities to be undertaken. The Annual Plan shall
18 be prepared by the FACILITY MANAGER in consultation with the HHW Coordinator and
19 approved by the County Board of Supervisors as an element of the Resources Division Budget.
20 During the Annual Plan Planning meeting with the HHW Coordinator during the last quarter of
21 each Service Year, the CONSULTANT shall present a draft of the Annual Plan and
22 corresponding budget to the COUNTY. The final Annual Plan and budget will be required by
23 February 28th of each Service Year. It is anticipated that some of the proposed line item
24 expenditures in the HHW Facility Budget for a given Fiscal Year may exceed and some may be
25 less than the dollar amounts projected. So long as the total expenditures during a given Fiscal
26 Year do not exceed the amount proposed in the HHW Facility Budget for that Fiscal Year, it is
27 permissible for the FACILITY MANAGER to request, and the HHW Coordinator to authorize, an
28 increased allocation to one or more of the line items so long as such an increase is off-set by an

1 equivalent or greater decrease in one or more of the other line items in the HHW Facility
2 Budget.

3 G. "Award" means a notice of selection provided to the bidder whose
4 product(s), service, price, and delivery is most advantageous to the COUNTY. The COUNTY
5 will be the sole judge in making this determination. Award Notices are tentative: Acceptance of
6 an offer made in response to this RFP shall occur only upon execution of an agreement by both
7 parties.

8 H. "Board" or "Board of Supervisors" means the decision-making body for
9 the County of Fresno

10 I. "Building and Grounds Maintenance" means the services and supplies
11 required to maintain the useful life of the HHW Facility's buildings, landscaping, infrastructure,
12 leasehold improvements, and fixtures.

13 J. "Business Customer" (see CESQG)

14 K. "Business Hours" means the agreed upon hours during which the public
15 shall be able to bring HHW to the HHW Facility ("On-site" Business Hours) or to a Local
16 Network program ("Off-site" Business Hours).

17 L. "CalEPA" or "California Environmental Protection Agency" means the
18 State agency charged with developing, implementing and enforcing the State's environmental
19 protection laws that ensure clean air, clean water, clean soil, safe pesticides and waste
20 recycling and reduction.

21 M. "CalRecycle" or "California Department of Resources, Recycling and
22 Recovery" means the State agency (formally known as the California Integrated Waste
23 Management Board or CIWMB), that oversees the implementation and regulation of solid waste
24 and recycling programs and facilities throughout California.

25 N. "CEQA" or "California Environmental Quality Act" means the State
26 regulations that require State and local agencies within California to follow a protocol of analysis
27 and public disclosure of environmental impacts of proposed projects and adopt all feasible
28 measures to mitigate those impacts.

1 O. "CESQG" or "Conditionally Exempt Small Quantity Generator" or
2 "Business Customer" means a business that meets the criteria specified in Section 261.5 of
3 Title 40 of the Code of Regulations. A business qualifies as a CESQG in a given calendar
4 month if it generates no more than 100 kilograms of hazardous waste in that month. Although
5 an EPA ID number is still required, CESQGs may self-transport hazardous waste to a nearby
6 household hazardous waste collection facility without being a registered hazardous waste
7 transporter, or using a hazardous waste manifest, as long the household hazardous waste
8 facility allows it (Health and Safety Code § 25163 (c) and (f)).

9 P. "CIWMB" (see CalRecycle).

10 Q. "Committee" or "AB 939 MOU Committee" means the designated
11 representatives of the sixteen (16) jurisdictions in Fresno County that work cooperatively, under
12 the AB 939 MOU to shape and facilitate the countywide management of AB 939-related
13 activities (with the COUNTY serving as the designated "lead agency"), including the regional
14 management of HHW.

15 R. "CONSULTANT" means Stericycle Environmental Solutions, Inc., the firm
16 selected through the COUNTY's Request for Proposals (RFP) process to undertake the scope
17 of work defined in the RFP and specified in this Agreement. The term CONSULTANT shall
18 generally be used to refer to the party identified in this Agreement as responsible for operating
19 and managing the HHW Facility, for at least an initial term of three (3) Service Years.

20 S. "Consultant Surcharge" means a ten percent (10%) fee added to the cost
21 of some specifically identified and HHW Facility-related goods and services (such as
22 maintenance, small tools and supplies) that are initially paid for by the CONSULTANT, subject
23 to the following limitations. The Consultant Surcharge shall not be imposed on CONSULTANT
24 or sub-contractor fees or salaries, Operations Staff salaries, Mileage Reimbursements, on
25 reimbursements to the Primary HHW Transporter, or for any costs directly related specifically to
26 the management, transport or disposal of HHW. The CONSULTANT is required to request the
27 HHW Coordinator for pre-authorization for an expenditure which will be subject to a Consultant
28 Surcharge, allowing the COUNTY to exercise its option to avoid the Consultant Surcharge by

1 acquiring/arranging for the good or service itself.

2 T. "COUNTY" or "Fresno County" or "County of Fresno" means a political
3 subdivision of the State of California. The COUNTY is the lead agency seeking a consultant to
4 operate the HHW Facility for the residents of Fresno County.

5 U. "County Resident" means anyone who maintains a residence or business
6 within the territorial boundaries of the political subdivision known as Fresno County. This
7 includes residents of any incorporated city or unincorporated community or area within Fresno
8 County, including rural, mountain or urban areas.

9 V. "Covered Electronic Waste Payment System" or "CEW Payment System"
10 means a program authorized under the Electronic Waste Recycling Act of 2003 (SB20/SB50)
11 that established a program for funding, collecting, and recycling "covered wastes" (i.e.,
12 nonfunctioning cathode ray tubes from televisions and monitors), as these e-waste items
13 (Covered Electronic Waste or CEW) have been declared hazardous and are banned from
14 landfills.

15 W. "CPI" or "Consumer Price Index" means the Consumer Price Index, All
16 Urban Consumers for San Francisco-Oakland-San-San Jose, CA, Standard Metropolitan
17 Statistical Area as published by the United States Department of Labor, Bureau of Labor
18 Statistics (Labor Department), or any successor index. If the CPI is discontinued or revised
19 during the term of this Agreement by the Labor Department, such other government index or
20 computation with which it is replaced shall be used in order to obtain substantially the same
21 result as would be obtained if the CPI has not been discontinued or revised.

22 X. "CPI Adjustment Rate" means a figure that reflects the change in the
23 annual inflation rate measured as the percentage increase or decrease in the CPI over the
24 twelve (12) month period ending on December 31 of the calendar year preceding the
25 recalculation. The CPI Adjustment Rate shall be recalculated and take effect annually on the
26 Service Year 2 Start Date (August 1, 2018) and then again on the Service Year 3 Start Date
27 (August 1, 2019), with the following limitations: 1) If the recalculation results in a negative
28 number, the new CPI Adjustment Rate shall be set at zero (0); 2) if the recalculation results in a

1 number higher than five percent (5%), the new CPI Adjustment Rate shall be set at five
2 percent (5%); and 3) the quotient of the recalculation shall be rounded up or down to the
3 nearest tenth of a percent. For purposes of illustration, the CPI Adjustment Rate for a Service
4 Year Start Date of August 1, 2016, would be equal to the most recent December 31st CPI, which
5 for this illustration would be December 31, 2015, divided by the previous CPI on December 31,
6 2014 (CPI for the 12-month period ending on December 31 of the calendar year preceding the
7 Service Year Start Date) minus 1. This would equate to the New CPI Adjustment Rate.
8 Therefore, if the Current CPI for December 31, 2015 is 260.289 and the Previous CPI for
9 December 31, 2014 was 252.273, the New CPI Adjustment Rate would equal $(260.289 /$
10 $252.273) - 1 = .031775 = 3.2\%$.

11 Y. "Cost of Living Adjustment" or "COLA" means an additional charge that
12 may be added to each of the Primary HHW Transporter's invoices for management/disposal
13 services provided during Service Year 2 and Service Year 3 to off-set increases in his costs that
14 are not reflected in the disposal/management rates committed to in Agreement Exhibit A.
15 Agreement Exhibit A represents the HHW Transporter's Price List for residential and CESQG
16 Transport and Disposal Costs. Only the items listed in Agreement Exhibit A are eligible for a
17 COLA. The dollar amount of the COLA shall be calculated by multiplying the total dollar amount
18 for disposal/management services as applicable to each monthly invoice prepared and
19 submitted to the County in Service Year 2 and Service Year 3 by the CPI Adjustment Rate. The
20 COLA should then be added to the invoice as an additional separately identified charge. If an
21 invoice includes services provided in more than one Service Year, the services should be
22 grouped on the invoice by the Service Year in which they were provided and separate COLAs
23 calculated for each group, each using the appropriate CPI Adjustment Rate. For purposes of
24 illustration, if the invoice for disposal/management services provided in Service Year 1 costs
25 Five Hundred Dollars (\$500) and the same service is provided in Service Year 2 costing Five
26 Hundred Dollars (\$500) with the CPI Adjustment Rate of 3.2% as shown in the example above,
27 the following calculation would apply: $[\$500 + (\$500 \times .032)] = \$516$.

28 Z. "CUP" or "Conditional Use Permit" means the provisions of the Fresno

1 County Zoning Ordinance that require an approval process for certain uses of land or types of
2 businesses which are not allowed as a matter of right in a particular Zone District.

3 AA. "CUPA" or "Certified Unified Program Agent" means the local agency
4 certified by CalEPA to implement, within the local agency's jurisdiction, the six (6) State
5 environmental programs established pursuant to California Health and Safety Code Section
6 25404 in 1993. In Fresno County, the CUPA is the Fresno County Department of Public Health,
7 Environmental Health Division.

8 BB. "Director" means the Director of the Fresno County Department of Public
9 Works and Planning Department or his/her designee.

10 CC. "DTD Program" (see Local HHW Network: Door-To-Door Program).

11 DD. "Drop-off Program" (see Local HHW Network: Drop-off/Consolidation
12 Point Program)

13 EE. "DTSC" or "California Department of Toxic Substances Control" means
14 the State agency that regulates hazardous waste, cleans up existing contamination, and looks
15 for ways to reduce the amount of hazardous waste produced in California. The EPA authorizes
16 DTSC to carry out the Resource Conservation and Recovery Act (RCRA) programs in
17 California. DTSC's permitting, inspection, compliance, and corrective action programs are
18 intended to ensure that people who manage hazardous waste follow State and Federal
19 requirements.

20 FF. "Electronic Waste" or "E-Waste" means the term loosely applied to
21 consumer and business electronic equipment that is near or at the end of its useful life. There is
22 no clear definition for e-waste; for instance whether or not items like microwave ovens and other
23 similar "appliances" should be grouped into the category has not been established. Certain
24 components of some electronic products contain materials that may render them hazardous,
25 when, depending on their condition and density, they have been declared hazardous by DTSC
26 and accordingly banned from landfills. Some E-Waste (i.e., nonfunctioning cathode ray tubes
27 from televisions and computer monitors) has been identified as Covered Electronic Devices
28 (CEDs) and are eligible for CEW Payment System payments. CONSULTANT shall file all

1 appropriate forms and documentation to CalRecycle and other agencies as required under
2 State, Federal and local regulations.

3 GG. "EPA" or "Environmental Protection Agency" means the Federal agency
4 responsible for developing and enforcing governmental regulations related to the protection and
5 conservation of the environment, which serve to supplement and facilitate the implementation
6 and enforcement of Federal environmental statutes, including the Resource Conservation and
7 Recovery Act (RCRA) and its related programs.

8 HH. "Equipment Maintenance" means those services and supplies required to
9 keep the HHW Facility's equipment in ordinary efficient operating condition, but which does not
10 materially increase the value or significantly extend the life of the equipment.

11 II. "Facility Hours" means the hours during the HHW Facility operates and
12 during which HHW Facility staff is normally scheduled to work. "Facility Hours" include:

13 1. An agreed upon number of weekdays "On-site Business Hours"
14 scheduled each month; and

15 2. All additional Facility Hours required to properly oversee/operate
16 the Local Network, to operate/maintain the HHW Facility and the Reuse Center, and to properly
17 manage all HHW collected, all at the Level of Service and within the budget specified in the
18 Annual Plan.

19 3. During the HHW operation, it is possible that the COUNTY may
20 extend or redistribute Facility Hours and Business Hours over the Hours of Operation.

21 4. Procedures and policies have been developed to address the
22 handling of requests from first responders (e.g., police, fire or health agency employee) and
23 municipalities for access to the HHW Facility during Facility Hours.

24 JJ. "FACILITY MANAGER" or "Operations Manager" means the individual
25 employee of CONSULTANT designated by CONSULTANT as primarily responsible to perform
26 or ensure performance, on CONSULTANT's behalf, of all "FACILITY MANAGER" components
27 of CONSULTANT's scope of work as identified in this Agreement. The terms "FACILITY
28 MANAGER" and "Operations Manager, as used in this Agreement, are interchangeable and

1 refer to one and the same individual designated by CONSULTANT to serve in the capacity of
2 FACILITY MANAGER for purposes of this Agreement.

3 KK. "Facility Management Documents" means the various documents,
4 manuals, budgets, and policy, procedure and permit-related documentation to be prepared and
5 maintained by the CONSULTANT and used by the FACILITY MANAGER to organize and
6 govern operations at the HHW Facility. Agreement Exhibit B is a list that provides an overview
7 of the Facility Management Documents to be provided by the CONSULTANT.

8 LL. "Facility Operations Staff" means employees (e.g., HHW Technicians,
9 and Drivers) hired and supervised by the FACILITY MANAGER and paid by the CONSULTANT
10 to oversee and undertake the day-to-day operation/maintenance of the HHW Facility, its
11 Buildings and Grounds, Major Equipment and all of its related programs.

12 1. The Operations Staff shall consist of the categories and number of
13 employees required to operate the HHW Facility, both at the agreed upon Level of Service and
14 within the budget defined in the Annual Plan. Agreement Exhibit C provides an overview of the
15 projected number and categories of Operation Staff employees. Payment will be made to
16 CONSULTANT only for those hours actually worked and such hours must be correctly
17 documented in writing on a Proper Invoice in order to be considered for reimbursement. In
18 addition, staffing required by the CONSULTANT in excess of the numbers and types described
19 in Agreement Exhibit C, must be requested for in writing to the COUNTY and can only be
20 increased with the COUNTY'S written approval. As most of the Operations Staff will be cross-
21 trained and able to provide service in more than one category, each category below reflects in
22 general terms the services to be provided, rather than a discrete job description. Categories
23 and duties of the Operations Staff include but are not limited to the following:

24 a. The FACILITY MANAGER will assign a staff member to
25 serve in the capacity of HHW Supervisor who is expected to: (i) supervise day-to-day facility
26 operations and the work performed by subordinate employees, including Drivers and HHW
27 Technicians; (ii) have the capability to drive the HHW Facility's vehicles; and (iii) serve as the
28 lead person for any HHW Facility-related program, including but not limited to the compilation

1 and reporting of HHW Facility program-related data.

2 b. HHW Technicians are expected to receive, sort,
3 consolidate, package and manage the HHW brought to the HHW Facility, interface with the
4 public, and control traffic for the HHW Facility and its programs, including but not limited to
5 CESQG, Reuse Center, Network Programs, ABOP Collection, DTD and Temporary Events.
6 Under the direction of the FACILITY MANAGER or his/her designee, they are responsible for
7 the maintenance of the HHW Facility, its Buildings and Grounds, and the Major Equipment.
8 Under the direction of the FACILITY MANAGER or his/her designee, an HHW Technician may
9 undertake responsibility for driving program vehicles and/or the implementation of HHW Facility-
10 related programs.

11 c. Drivers are HHW Technicians with the additional
12 responsibility of driving the vehicles used to transport equipment, supplies, HHW and staff. A
13 Driver/HHW Technician may be assigned responsibility for implementation of an Off-site
14 Program, such as overseeing collection of HHW from Drop-off, Network Programs, ABOP, DTD
15 and Temporary Event program sites, including supervision of any HHW Technicians assigned to
16 assist.

17 2. Each member of the Operations Staff shall be appropriately
18 trained, experienced, licensed and certified, according to his/her duties and responsibilities with
19 copies of licenses, training certificates and other proper documentation filed with the County.

20 MM. "FCMA" or "Fresno-Clovis Metropolitan Area" means the land within the
21 legal boundaries of the incorporated cities of Fresno and Clovis and any unincorporated areas
22 that are located with their respective spheres of influence.

23 NN. "Fixed Asset" means an item or piece of equipment (e.g., prefabricated
24 modular units, mobile office, forklift, storage unit, and above-ground tank) that needs to be
25 inventoried and tracked under COUNTY policy related to the management of such equipment in
26 effect at the time such item or equipment is inventoried.

27 OO. "Fixture" means an item installed on the Site that, by reason of
28 incorporation or affixation, has become permanently attached to and is part of the Site, such as

lights and plumbing. By reason of such incorporation or affixation, a Fixture shall be treated in the same manner as real property, which in the absence of language to the contrary in this Agreement, shall be considered to be part of the Site itself and not a separate item.

PP. "Full Service HHW Program" means a program that operates under a permit that allows but is not limited to the collection of the types of items listed in Agreement Exhibit D, to the extent that no other limiting factors or regulations apply. Programs that are not "Full Service" must limit the collection and management services they provide to the "low-impact" HHW such as Sharps, paint, and UW such as e-waste, batteries and fluorescent lamps. Only "Full Service" programs may collect and manage the more generally recognized or common forms of HHW such as pesticides, acids and bases, and poisons. The Full Service designation does not define which items the Program will or will not actually collect.

QQ. "Generator" or "HHW Generator" means any person or site, whose act or process produces hazardous waste or whose act first causes a hazardous waste to become subject to regulation.

RR. "HHW" or "Household Hazardous Waste" means small quantities of a variety of materials that are the by-products of the operation and maintenance of a place of residence and which exhibits one or more the following characteristics: toxicity, ignitability, reactivity and corrosivity. Except for Sharps, the same types of HHW may also be accepted from a business that qualifies as a CESQG. A list of the most common types of HHW accepted by HHW facilities is provided for illustrative purposes only in Agreement Exhibit D. The HHW Facility shall not be limited to managing only those items on this list or precluded from accepting items not on this list.

SS. "HHW Coordinator," for purposes of this Agreement, is interchangeable with the terms "County HHW Program Coordinator" and "County Representative," each of which means the Deputy Director of Resources and Administration or his/her designee who shall serve as the COUNTY's primary and official contact with the CONSULTANT and shall monitor and facilitate the implementation of this Agreement. Communications between the HHW Coordinator and the CONSULTANT, as necessary or appropriate in the provision of monitoring

1 and facilitation services by the HHW Coordinator, shall not in any way be construed as relieving
2 or releasing the CONSULTANT from the obligations to perform the agreed upon service in
3 accordance with the provisions this Agreement. Such communication and coordination likewise
4 shall neither be deemed nor interpreted as any assumption by the HHW Coordinator or the
5 COUNTY of any portion of the CONSULTANT'S responsibilities or liability in connection with the
6 CONSULTANT's performance of its contractual duties under this Agreement.

7 TT. "HHW Facility" means the Site, the HHW Facility, and all physical
8 elements and all activities related to the operation of the HHW Facility and its programs. This
9 includes any new site and facility selected by the County.

10 UU. "HHW Permit" or "HHW Facility Permit" means local CUPA authorization
11 of a public agency to operate an HHW collection management facility under Permit by Rule,
12 according to the applicable regulatory standards adopted by DTSC, and subject to the
13 concurrence of CalRecycle.

14 VV. "HHW Permit Issue Date" means the date upon which the HHW
15 Coordinator has been provided documentation that the CUPA has authorized the HHW Facility
16 to operate and that CalRecycle concurs on any new or reissued permits.

17 WW. "HHW Hauler" or "HHW Transporter" means a company registered and
18 permitted by the State of California to transport HHW in accordance with State hazardous waste
19 laws, to permitted treatment, storage, disposal facilities (TSDF) and/or recycling facilities as
20 appropriate for management/disposal. In addition to the Primary HHW Transporter (which as of
21 the effective date of this Agreement will be the CONSULTANT), whose duties encompass
22 management of the bulk of the material consolidated at the HHW Facility as more thoroughly
23 described in Section UUU of this Article I , the FACILITY MANAGER may utilize one or more
24 additional subcontractors properly licensed, permitted and equipped to manage specific
25 individual waste streams (e.g., e-waste collector, medical waste transporter, PaintCare).

26 XX. "Host" or "Drop-off Program Host" means an entity that agrees to provide
27 a location for a Drop-off Program Site for one or more of the Drop-off Program's targeted waste
28 streams. While the Host will be required to contribute space and staff time to help promote and

1 monitor his/her Drop-off Program Site at no charge to the COUNTY, the FACILITY MANAGER
2 shall be responsible for promoting the overall Drop-off Program, setting-up, equipping, and
3 servicing each of the Drop-off Program Sites, including the removal and management of the
4 material collected. The CONSULTANT will be compensated for these tasks (including
5 promotion) at the appropriate hourly rates as established in Agreement Exhibit F. Other
6 promotional costs for non-labor related expenses (such as brochures, signs, literature, etc.) will
7 be handled by the COUNTY directly. Host entities may include but are not limited to
8 jurisdictions, businesses, professional offices, government or non-governmental agencies, and
9 public service or charitable organizations.

10 YY. "Drop-off Program Site" means a location at which one or more Drop-off
11 Program targeted wastes are left by residents of Fresno County for management under an
12 agreement among the Drop-off Program Host, the COUNTY and the local jurisdiction. Targeted
13 waste streams include but are not limited to Sharps, ABOP materials and UWs.

14 ZZ. "Hours of Operation," as long as the HHW Facility remains located at the
15 AADS, means the hours during which the HHW Facility may legally operate on-site at the AADS
16 and that are specified in the Landfill Facility Permit. The current designated "Hours of Operation"
17 of AADS and therefore the HHW Facility, are from 7 a.m. to 3 p.m. from Monday through Friday,
18 8:00 a.m. through 3:00 p.m. on Saturdays and closed on Sundays. (Any change in the Hours of
19 Operation of AADS accordingly may result in a corresponding adjustment in the Hours of
20 Operation of the HHW Facility.) HHW Facility programs may be conducted outside of the
21 "Hours of Operation" specified in the Landfill Facility Permit only so long as such programming
22 shall not take place at the AADS.

23 AAA. "Landfill Facility Permit Revision Process" means the submission, review,
24 and processing of a request to revise the Landfill Facilities Permit and issuance of a Revised
25 Landfill Facilities Permit that includes the authority to develop and operate the HHW Facility at
26 AADS. The CUPA with jurisdiction over the landfill has the authority to conduct the review and
27 to issue a Revised Landfill Facilities Permit, subject to the concurrence of CalRecycle.

28 BBB. "Landfill Operations Manager" means the COUNTY staff person or his

1 designee directly responsible for the operation and regulatory compliance of the AADS.

2 CCC. "LEA" or "Local Enforcement Agency" means the agency in each
3 jurisdiction designated by CalRecycle as the primary party responsible for ensuring the proper
4 handling of waste. In Fresno County, the LEA is the County Department of Public Health.,
5 Environmental Health Division.

6 DDD. "Level of Service" means the types, features, cost, quality and quantity of
7 HHW-related programs and services provided by the CONSULTANT. The Level of Service
8 provided shall be used to measure the FACILITY MANAGER's performance in operating the
9 HHW Facility and conducting the related HHW Programs and the quality of the programs and
10 services provided. Level of Service data shall include but are not limited to the number of
11 customers served; the cost, types and accessibility of HHW Facility-related services and
12 programs provided; the level of regulatory compliance maintained; the number, frequency and
13 impact of any regulatory violations; the hours and days of operation available; the frequency of
14 service, the length and circumstances of customer wait times; the frequency and seriousness of
15 customer complaints; the quality of the interaction between the HHW Facility staff and its
16 customers; the amount and types of HHW managed; and the quality and timeliness of the
17 CONSULTANT's compliance with the provisions of this Agreement. The Level of Service
18 agreed upon shall be defined in the Annual Plan.

19 EEE. "Local HHW Network" or "Local Network" means the full array of
20 programs designed to improve HHW management in the COUNTY, and/or to residents of the
21 COUNTY, with limited access to the HHW Facility; and/or residents with only low-impact HHW
22 to manage (e.g., UW, paint, Sharps, lamps, batteries, e-wastes). The Local Network proposed
23 for Fresno County is anticipated to include, but not be limited to, a Drop-off Program, ABOP
24 Program, a Temporary Event Program, and a DTD Program.

25 FFF. "Local HHW Network: ABOP Collection Program" means the Network
26 Program that shall provide/service locations at which items such as antifreeze, batteries, oil and
27 paint ("ABOP"), Universal Waste (including but not limited to fluorescent lamps, electronic
28 waste, etc.), and sharps may be dropped off by County Residents for management. The

1 collection of this large volume, relatively low-impact HHW waste streams is exempt from many
2 of the regulations that apply to a Full-Service HHW facility, so long as the items collected at
3 each location are properly handled, stored and then transported to a permanent HHW Facility
4 for consolidation and management. The plan is to site drop-off points as requested by
5 jurisdictions in Fresno County.

6 GGG. "Local HHW Network: Door-To-Door Program" or "Network DTD
7 Program" or "DTD Program" means the Local Network program that sends properly certified
8 and trained staff to the residence of the Generator, gathers up and properly stows the HHW
9 collected for transport, and then brings the HHW collected to the HHW Facility for management.
10 This is a Full-Service Program designed to serve County Residents who are unable to access
11 services provided at the COUNTY's HHW Facility, or the Drop-off Program, due to age, a
12 physical or mental handicap or infirmity, or the inability to participate on a scheduled Temporary
13 Event Program date. Based upon the criteria established in the program's Policy and
14 Procedure Manual, the FACILITY MANAGER or his designee shall routinely determine eligibility
15 for DTD Program services, provided, however, that the HHW Coordinator may, at his/her
16 discretion, override the FACILITY MANAGER or his designee's determination.

17 HHH. "Local HHW Network: Drop-off/Consolidation Point Program" or "Network
18 Drop-off Program" or "Drop-off Program" means the Local Network program that shall provide
19 and service locations at which items (including but not limited to Sharps, and UW, such as
20 batteries, fluorescent lamps, electronic waste, etc.) may be dropped off by County Residents for
21 management. When appropriate, the Local Network shall support the development and
22 promotion of PaintCare Programs implemented in the COUNTY to undertake the collection and
23 management of architectural coatings. The collection of such relatively low-impact HHW waste
24 streams is exempt from many of the regulations that apply to a Full-Service HHW facility, so
25 long as the items collected at each location are properly handled, stored and then transported to
26 a permanent HHW Facility for consolidation and management. Depending upon need and
27 available funding, it is anticipated that additional sites shall be appropriately located so as to
28 provide County Residents who are relatively far away from the permanent HHW Facility with an

option for managing these relatively low-impact HHW waste streams. At full build-out, there should be at least one Drop-off Program Site in each jurisdiction in Fresno County and in or near major population centers located in and around the Unincorporated Communities.

III. "Local HHW Network: Temporary Event Collection Program" or "Network Temporary Event Program" or "Temporary Event Program" means the Local Network program that utilizes a temporary event site and workers to collect and dispose of all of the same materials accepted at the HHW Facility (i.e., it is a Full Service program). Temporary Event Program sites will generally be set-up at locations that are at least ten (10) miles away from the HHW Facility and at all 16 participating jurisdictional sites. A Temporary Event Collection Program must employ properly trained and certified staff and appropriately outfitted and permitted equipment. Current regulations limit the frequency of Temporary Event Program collection days and the hours of operation. HHW collected at a Temporary Event Program is required by law to be brought back to a permitted HHW Facility for consolidation and management within a relatively short time after collection (i.e., 144 hours). Assuming adequate funding and interest, it is anticipated that the Temporary Event Program may serve as many as five (5) locations each year. The proposed costs for the CONSULTANT to provide services at a Local HHW Network: Temporary Event Collection Program are included in Exhibit E.

JJJ. "Major Equipment" means tools, supplies and equipment that have an anticipated service life greater than one (1) year AND cost at least Five Hundred Dollars (\$500) or more per unit.

KKK. "Master Plan" or "Facility Master Management and Operations Plan" means a document describing the HHW Facility's long and short-term goals, core programs such as the Network Programs, and policies and operating procedures (e.g., screening, consolidation, resource management, the Local Network and the Reuse Center). The Master Plan shall include a section (Annual Budget) that identifies and forecasts the timing and cost of future activities and HHW Facility developments, including but not limited to additional programs, replacement of fixed assets/fixtures or major pieces of equipment, and changes in participation rates. The Master Plan shall include a section designated as the HHW Facility's

1 official "Operations Statement". The Operations Statement shall include but not be limited to
2 emergency response, financial assurance and closure planning documentation. The Master
3 Plan shall be subject to review and approval by the HHW Coordinator or his designee and
4 applicable agencies and permitting authorities.

5 LLL. "Mileage Reimbursement Rate" means the reimbursement rate at which
6 the CONSULTANT has agreed to provide the COUNTY with all vehicles required to operate the
7 HHW Facility and all its programs (both On-Site and Off-Site) efficiently and safely. This does
8 not include any mileage incurred by the Primary HHW Transporter, as the cost of these miles
9 are included in the disposal rates listed in Agreement Exhibit A.

10 1. To be eligible for reimbursement at the Mileage Reimbursement
11 Rate, a vehicle provided by the CONSULTANT shall be properly equipped and sized for the
12 task, be properly maintained and in good working order, be in compliance with applicable State
13 and/or CUPA requirements (e.g., properly certified, permitted, placarded, inspected), and
14 insured as described in this Agreement (Article XVI: Insurance).

15 2. The Mileage Reimbursement Rate shall be the only compensation
16 to the CONSULTANT for access to and use of all vehicles required and includes but is not
17 limited to vehicle maintenance (e.g., tires, oil changes), repairs, proper certifications, permits,
18 licenses, required signage/placards and related accessories (e.g., ramps, strapping, lift gates,
19 dollies). The COUNTY shall reimburse the CONSULTANT for any mutually agreed upon
20 optional signage (such as that related to program identification/promotion). The Mileage
21 Reimbursement Rate includes the cost of fuel.

22 3. The CONSULTANT shall be responsible for hiring, insuring and
23 providing properly licensed, certified, permitted, and trained drivers to operate all vehicles
24 provided. As the drivers shall be employees/subcontractors of the CONSULTANT, driver
25 compensation shall be at the rates and paid in the manner defined for all HHW Facility-related
26 salaries in Agreement Exhibit F. The COUNTY shall not reimburse the CONSULTANT for any
27 fines, tickets or costs associated with any violation of law, or for any costs or liability related to
28 an accident involving any member of the Operations Staff while driving in the course of his/her

1 employment by the CONSULTANT.

2 4. The Mileage Reimbursement Rate shall be set at the Internal
3 Revenue Service (IRS) Optional Standard Mileage Rates for use of passenger vehicles and the
4 IRS Optional Standard Mileage Rates plus twenty-five percent (25%) for non-passenger
5 vehicles (as defined by the California Department of Motor Vehicles). The IRS rate in effect on
6 the starting date of each Service Year shall be used to calculate the Mileage Reimbursement
7 Rate for that Service Year. If the IRS announces an increase in the Optional Standard Mileage
8 Rate during a Service Year, the Mileage Reimbursement Rate shall be recalculated using the
9 new rate and shall apply to all miles accrued from the date the IRS rate change becomes
10 effective. As an example of the calculation, given the IRS mileage rate of Fifty-four Cents Per
11 Mile (\$ 0.54) at the time this Agreement was prepared, the Mileage Reimbursement Rate for
12 passenger vehicles would be Fifty-four Cents Per Mile (\$0.54) and the Mileage Reimbursement
13 Rate for non-passenger vehicles would be Sixty-seven and One-half Cents Per Mile (\$0.675).
14 The CONSULTANT shall provide a Proper Invoice requesting reimbursement for mileage at
15 least quarterly, but not more than once each calendar month.

16 MMM. "Temporary Event Program" (see Local HHW Network Temporary Event
17 Collection Program).

18 NNN. "Occupancy Permit" means the certificate of completion, issued for a
19 building, structure, stated improvements or a license for such use, obtained from the department
20 or person vested with the duty or authority to issue same, and based upon making of the finding
21 that all on-site and off-site conditions relating to such building, structure or use have been met.

22 OOO. "Off-site Programs" or "Off-site HHW-related Programs" means HHW-
23 related management services that are provided at locations other than the HHW Facility. "Off-
24 site Programs" may include but are not limited to services associated with the DTD Program,
25 the Temporary Event Program, CESQG Program, the Drop-off Program, the ABOP Collection
26 Program and programs related to public outreach and education. Unless there is an
27 emergency, all Off-site Program services provided by the Operations Staff shall be provided
28 during Facility Hours.

1 PPP. "Oil Collection Center" or "Used Oil Certified Collection Center" means a
2 location approved by CalRecycle to accept small quantities of uncontaminated used motor oil
3 and oil filters from the public as part of a statewide network of collection opportunities and
4 outreach efforts to inform and motivate the public to properly manage and recycle used oil. The
5 FACILITY MANAGER shall be responsible for pursuing and obtaining CalRecycle approval of
6 the HHW Facility as a Used Oil Center, and for collecting, accounting for and turning over to the
7 COUNTY all data and monies collected at or generated by the Oil Collection Center located at
8 the HHW Facility.

9 QQQ. "On-site Programs" or "On-site HHW-related Programs" means HHW-
10 related management services that are provided at the HHW Facility (which currently is located
11 at AADS, but which at some point during the term of this Agreement may be relocated). "On-
12 site Programs" may include but are not limited to the HHW Facility's HHW collection programs
13 (for both residential and business participants), the Reuse Center Program, a Home-generated
14 Sharps Consolidation Point", a Used Oil Certified Collection Center, HHW Facility access for
15 first responders, municipalities and a variety of outreach and educational programs.

16 RRR. "Operations" means the period of time during which the CONSULTANT,
17 through its designated FACILITY MANAGER, shall implement, monitor and maintain all
18 documentation, services, equipment, supplies, programs, procedures, policies and vendors
19 required to operate the HHW Facility. The basic Operating Standards for the HHW Facility are
20 established in Title 22 of the California Code of Regulations, including but not limited to 22 CCR
21 Section 67450.25.

22 SSS. "Operations Manager" (see "FACILITY MANAGER")

23 TTT. "PaintCare Program" and "PaintCare Program Site" means industry-led,
24 statewide programs to reduce the generation of leftover paint, promote its reuse, and properly
25 manage unwanted leftover paint. These programs will follow producer responsibility principles
26 to ensure that leftover paint is properly managed in a manner that is sustainably funded and
27 provides jobs to Californians.

28 UUU. "Primary HHW Transporter" means a duly certified HHW transportation

1 company that is responsible to provide for the management as appropriate, and all aspects of
2 the removal, transport and disposal, of the HHW that has been collected and/or consolidated at
3 the HHW Facility by the CONSULTANT, which services shall be provided at the rates specified
4 in Exhibit A. These rates are all-inclusive and shall apply to all HHW transported from the HHW
5 Facility to one or more management facilities/programs by the approved Primary HHW
6 Transporter. (It is understood and acknowledged by the parties hereto that, when HHW is
7 picked up and/or transported to the HHW Facility, those transport services are not included in
8 the duties of the Primary HHW Transporter, and accordingly those services will be charged at
9 the mileage rates agreed to by the CONSULTANT, and not the mileage rate in Agreement
10 Exhibit A.) Those services that are provided by the Primary HHW Transporter are the only
11 services eligible for a COLA under this Agreement.

12
13 As of the effective date of this Agreement, CONSULTANT shall itself perform the services to be
14 provided by the Primary HHW Transporter. It is expressly acknowledged and understood that
15 only those services provided by CONSULTANT in its role as the Primary HHW Transporter are
16 eligible for a COLA under this Agreement. All other services provided by CONSULTANT under
17 this Agreement, including those duties of the FACILITY MANAGER, are not eligible for a COLA,
18 nor are any services provided by any employee or subcontractor of CONSULTANT eligible for a
19 COLA.

20 If the CONSULTANT at some point during the Term of this Agreement wishes to assign or
21 delegate the duties of the Primary HHW Transporter to another person or entity, then such
22 assignment or delegation shall require the prior written consent of COUNTY and must be
23 accomplished by means of a formal subcontract between CONSULTANT and such other person
24 or entity.

25 The COUNTY's consent may be given by the Director, but only if the following conditions are
26 met:

- (1) The proposed subcontractor must be a duly certified HHW transportation company, and shall provide appropriate business references upon request by Resources Division staff; and
- (2) Resources Division staff shall conduct an appropriate review and confirm that the person or entity proposed to assume the duties of the Primary HHW Transporter possesses the requisite experience and qualifications; and
- (3) The proposed subcontractor would first have to meet with the preliminary approval of the HHW Coordinator, and the proposed subcontract must provide that its effectiveness is subject to and conditioned upon the County's express written consent, and must include a signature block to provide for the County's consent below the signatures of the respective parties thereto; and
- (4) The proposed subcontract shall be reviewed and approved as to legal form by County Counsel before being executed by the parties thereto and prior to execution by the Director providing for the County's written consent to the assumption by the proposed subcontractor of the duties of the Primary HHW Transporter as provided for in this Agreement.

In the event such a subcontract is approved and executed with COUNTY's consent in accordance with the foregoing at any time during the Term of this Agreement, the Primary HHW Transporter services (as thereafter provided by the approved subcontractor) would continue to be reimbursed to the CONSULTANT based upon the same rate schedule in Agreement Exhibit A for such services and would continue to be the only CONSULTANT services eligible for a COLA hereunder, in accordance with the provisions of Article I, Section Y of this Agreement.

VVV. "Proper Invoice" means written documentation of an expenditure that includes all the required elements. Required elements include but are not limited to:

1. Written confirmation from the HHW Coordinator, pre-authorizing the expenditure;
2. An Invoice Number
3. Complete contact information for the vendor/service provider;

- 1 4. A complete and accurate description of the service/product
- 2 provided;
- 3 5. Date of service or proof of delivery;
- 4 6. Rate/unit cost applied and the number of units provided;
- 5 7. Update Form 303; and
- 6 8. An accurate calculation of the dollar amount billed, based on the
- 7 agreed upon rate/unit cost and the number of units provided.
- 8 9. Draft invoices will be initially provided to the COUNTY by the
- 9 CONSULTANT for review before a Final Invoice is submitted.

10 WWW. "Regional, Permanent HHW Facility" means in general, the facility
11 operated by a public agency (such as Fresno County) on a continuous, regular schedule and
12 housed in a permanent or semi-permanent structure at a fixed location. These facilities are
13 authorized under Permit by Rule by the local CUPA, according to the regulatory standards
14 adopted by DTSC. Operating Standards for such facilities are established in Title 22, CCR, and
15 Section 67450.25.

16 XXX. "Reuse Center" means a designated area of the HHW Facility where
17 items collected from residents and CESQGs that are suitable for reuse can be placed and
18 distributed. Under the direct supervision of Operations Staff and in accordance with the policies
19 and procedures established for the Reuse Center in the Master Plan, Fresno County residents
20 shall be encouraged to select and remove items from the Reuse Center for personal use. The
21 policies that define what is considered "useable" shall also address what is appropriate Reuse
22 Center operating procedure, including but not limited to meeting of any appropriate permit
23 requirements, requiring the execution of liability waivers, limiting the amount of material that
24 may be taken by a single individual during a calendar month and priority access to reusable
25 items for jurisdictions (e.g., County Parks, city Facility Services Departments, etc.). There shall
26 be no charge to Fresno County Residents or jurisdictions for the reuse items. The public shall
27 have access to the Reuse Center during Business Hours. At the request of the FACILITY
28 MANAGER and with the concurrence of the Landfill Operations Manager and the HHW

1 Coordinator, public access to the Reuse Center may be extended beyond the designated
2 Business Hours to include an agreed upon number of additional hours scheduled during Facility
3 Hours (e.g., when HHW Facility staff is on-site but not accepting HHW from the public)

4 YYY. "Sharps" means hypodermic needles, pens needles, intravenous needles,
5 lancets, and other devices which are used to penetrate the skin for the delivery of medications
6 or for testing purposes and which are home-generated and used to self-medicate, outside of a
7 medical or institutional setting.

8 ZZZ. "Sharps Consolidation Point" or "Home-generated Sharps Consolidation
9 Point" means a location which has registered with the California Department of Public Health to
10 collect Sharps from self-medicators. This certification requires that the Sharps collected be
11 removed from the Sharps Consolidation Point by someone authorized to transport medical
12 waste and that the Sharps be taken to a certified medical waste treatment/disposal facility or an
13 HHW Facility. The Local Network program shall include policies and procedures for promoting
14 the development and use of Sharps Consolidation Points by residents of Fresno County. This
15 shall include but not be limited to identifying and recruiting appropriate Sharps Consolidation
16 Points, assisting with their development (e.g., applications, collection containers, and signage),
17 operations (removal and disposal of Sharps collected) and promotion of this service. The
18 CONSULTANT will be compensated for these tasks including promotion at the appropriate
19 hourly rates as established in Agreement Exhibit F. Other promotional costs for non-labor
20 related expenses (such as brochures, signs, literature, etc.) will be handled by the COUNTY
21 directly. In addition to the Sharps Consolidation Points developed and operated as part of the
22 Local Network, the FACILITY MANAGER shall arrange for Sharps collection services to be
23 provided to qualified participants at the HHW Facility.

24 AAAA. "Sharps Container" means a receptacle that has been approved for the
25 transport of home generated Sharps to a medical waste management program. It includes a
26 variety of commercial products available from medical and pharmaceutical businesses for
27 sharps storage, and other products such as heavy plastic bleach or detergent bottles. The
28 HHW Facility shall collect, transport and manage Sharps in both commercial Sharps containers

1 and in containers approved by the CUPA.

2 BBBB. "Site," as long as the HHW Facility remains located at the AADS, means
3 all the real property located within the grounds of the AADS at 18950 W. American Avenue,
4 Kerman, that is appurtenant to or allocated to the HHW Facility.

5 CCCC. "Small Tools and Supplies" means a tool, piece of equipment or a supply
6 required to operate or maintain the HHW Facility and its programs that costs less than Five
7 Hundred Dollars (\$500) per unit OR that is considered consumable OR that is likely to require
8 replacement in less than one (1) year after purchase (e.g., a hammer, absorbent, boxes, drums
9 and related materials used for handling, consolidating, packaging, cleaning products, personal
10 protective gear).

11 DDDD. "UW" or "Universal Waste" means categories of potentially hazardous
12 products, including but not limited to televisions, computers and other electronic devices, as well
13 as batteries, fluorescent lamps, mercury thermostats, and other mercury-containing equipment,
14 that can be handled, transported and recycled following the simple requirements set forth in the
15 universal waste regulations (UWR) (CA Code of Regulations, Title 22, Division 4.5, Chapter 23).

16 EEEE. "Visiting Hours" means the hours during which the HHW Facility may be
17 used for activities such as meetings, public outreach or educational events and tours. The
18 FACILITY MANAGER or his/her designee in concurrence with the HHW Coordinator shall
19 review and must approve all requests to schedule Visiting Hours during Facility Hours. The
20 scheduling of Visiting Hours outside of Facility Hours requires approval of the Landfill
21 Operations Manager or their designee in concurrence with the HHW Coordinator and
22 notification of the FACILITY MANAGER.

23 **II. FACILITY OVERVIEW**

24 **A. Location and Site Layout:**

25 As of the date of execution of this Agreement, the HHW Facility is located within the footprint of
26 the AADS in western Fresno County, approximately seventeen (17) miles southwest of the City
27 of Fresno and approximately six (6) miles southwest of the City of Kerman. This location is
28 approximately four (4) miles west of Madera Avenue (Highway 145). The HHW Facility

1 encompasses approximately Twenty Thousand (20,000) Square Feet of land within the existing
2 and anticipated future landfill operations. Because no sewer or septic system exists on site,
3 portable toilets are used, which ensures that no liquid or solid wastes will be discharged on site,
4 and that any storm water run-off will be contained on-site. The HHW Facility consists of several
5 prefabricated, specially designed modular HHW storage units, a variety of general storage
6 units/areas, a mobile home used as an office, and several designated work areas. While the
7 HHW Facility includes fencing, shade structures, internal roads, and paved areas, it does not
8 include any permanent "structures." The HHW Facility may at some date during the Term of this
9 AGREEMENT need to be relocated or additional HHW facilities may need to be developed. The
10 CONSULTANT's assistance may be required if these event(s) occur.

11 B. Facility Programs:

12 Management and operation of the HHW Facility shall encompass a
13 variety of HHW management programs and services. Some of these programs will take place
14 on-site at the HHW Facility, such as the regularly scheduled full-service collection of HHW
15 brought to the Site by residential, CESQG, first responder and municipality participants. A
16 Reuse Center at the HHW Facility shall provide the public with access to selected discarded
17 HHW that is determined to still be useable. The HHW Facility shall include a Home-generated
18 Sharps Consolidation Point and a Used Oil Certified Collection Center. The HHW Facility shall
19 also serve as a consolidation and short-term storage point for HHW collected from the off-site
20 programs that comprise the Local Network. The Local Network shall include but not be limited
21 to an ABOP Program, a Drop-off Program, a DTD Program, and a Temporary Event Program.

22 C. Facility Operations:

23 1. County Residents shall drive into the HHW Facility, park in a
24 designated unloading area, and remain in their vehicles, completing a COUNTY survey, while
25 Operations Staff removes the HHW from the vehicle. There is no charge for the collection of
26 residential HHW; CESQGs and municipalities will be charged by and will pay the FACILITY
27 MANAGER directly for this service. As the participants drive out of the HHW Facility, they will
28 have the option of parking at the Reuse Center in order to "shop" for recycled products.

1 2. HHW brought to the Site by the public or collected from off-site
2 programs will be identified, consolidated, properly packaged, and placed in designated on-site
3 storage areas until it is taken to appropriate recyclers by vendors or HHW Facility staff or taken
4 to commercial HHW management facilities by a certified HHW Transporter. It is anticipated that
5 the Primary HHW Transporter will need to remove the HHW collected no more than once a
6 month during the period covered by this Agreement. (This does not preclude more frequent
7 service by the Primary HHW Transporter if required.) No wastes are allowed to remain at the
8 HHW Facility for more than one (1) year without the written authorization of the CUPA and
9 nothing will be buried at this site.

10 3. Business and Facility Hours

11 a. Business and Facility hours will be determined upon
12 mutual agreement between the COUNTY and CONSULTANT. Based upon the actual demand
13 for services and funding availability, On-site Business Hours may be increased or decreased
14 over the course of this Agreement. While such changes may be recommended by either the
15 FACILITY MANAGER or the HHW Coordinator, both parties must agree in writing to any
16 change in Business Hours.

17 b. In addition to regular On-site Business Hours, the HHW
18 Facility shall be staffed for as many additional hours/days (Facility Hours) as required to
19 properly maintain and operate the HHW Facility and all of its programs at the Level of Service
20 agreed to in the Annual Plan.

21 c. Based upon the actual demand for services and funding
22 availability, Business and Facility Hours may be increased or decreased over the course of this
23 Agreement. Such changes would be associated with equivalent changes in salary expenditures
24 and the number of participants served. While such changes may be recommended by either
25 the FACILITY MANAGER or the HHW Coordinator, both parties must agree in writing to a
26 change in Business and/or Facility Hours. Under no circumstances may Facility Hours extend
27 beyond the official Hours of Operation indicated in the Landfill Facility Permit.

28 d. As the day-to-day operation of the Drop-off Program sites

1 will be the responsibility of the Hosts, Off-site Business Hours for each Drop-off Program
2 location will be established collaboratively by the HHW Coordinator, and the Host. It is
3 anticipated Off-site Business Hours may vary considerably from program to program and from
4 site to site. In addition to monitoring and providing assistance as appropriate with
5 implementation of the program at each Drop-off Site, the Operations Staff shall be responsible
6 for the removal of the HHW from each Drop-off Site, either on a regularly scheduled or "as
7 needed" basis, as determined by the FACILITY MANAGER in consultation with the HHW
8 Coordinator.

9 e. Requests from first responders (e.g., fire, law enforcement
10 and health agencies) and municipalities for access to the HHW Facility and its programs during
11 Facility Hours will be accommodated whenever possible. Occasionally, requests from an
12 individual County Resident or CESQG for access to the HHW Facility during Facility Hours may
13 be granted at the discretion of the FACILITY MANAGER or his/her designee and the
14 concurrence of the HHW Coordinator, on a case-by-case basis.

15 D. Compensation Overview:

16 The specific rates, dollar amounts and payment schedules for compensation to be
17 provided to CONSULTANT under this Agreement are established in Article V: Compensation.

18 **III. CONSULTANT'S SERVICES AND RESPONSIBILITIES**

19 A. FACILITY MANAGER Services and Responsibilities:

20 1. The FACILITY MANAGER designated by CONSULTANT shall:

21 a. Identify and establish a business relationship with
22 appropriate vendors, service providers and subcontractors required to operate and maintain the
23 HHW Facility and to manage the HHW collected. He/she shall provide the HHW Coordinator
24 with current contact information and price lists for the various vendors, service providers and
25 subcontractors identified.

26 b. Provide the HHW Coordinator with the following
27 documentation relating to Primary HHW Transporter Services:

28 1) Documentation that the CONSULTANT (and any

1 approved subcontractor that may subsequently be
2 approved by COUNTY in accordance with Article I,
3 Section UUU to provide the Primary HHW Transporter
4 services) is a qualified and properly permitted Primary
5 HHW Transporter with the ability to remove, transport
6 and properly manage the HHW consolidated at the
7 HHW Facility.

8 2) Documentation demonstrating compliance by the
9 Primary HHW Transporter with the applicable
10 insurance requirements as specified in Article XVI of
11 this Agreement.

12 c. Additional Major Equipment and Small Tools and Supplies:
13 Oversee the selection, delivery and/or installation of any additional Major Equipment and Small
14 Tools and Supplies required to properly furnish the HHW Facility for operations, up to the dollar
15 amount stipulated in the Annual Plan. The COUNTY shall have the option to order and pay
16 directly any vendor or service provider for one or more specific additional Major Equipment and
17 Small Tools and Supplies, or any other good or service required to properly furnish, and operate
18 the HHW Facility, thereby avoiding a Consultant Surcharge on that good or service.

19 d. Operations Staff: Recruit, screen, hire, train and pay the
20 salaries of the Operations Staff, as required.

21 e. Annually provide to COUNTY two (2) copies of each
22 operator's drivers licenses for equipment operation and proof of training to the COUNTY.

23 f. Insurance: The FACILITY MANAGER shall provide
24 documentation that the types and levels of insurance coverage specified in Agreement Article
25 XVI have been purchased and are being maintained as specified in this Agreement. Insurance
26 shall be considered part of the CONSULTANT's overhead. The cost of the insurance shall be
27 incorporated into the CONSULTANT's salary rates and shall not be directly reimbursed by the
28 COUNTY

2. During Service Year One and each subsequent Service Year, the FACILITY MANAGER and/or the Operations Staff shall provide the following services:

a. HHW Facility Library: Maintain and update the HHW Facility's library of procedural, regulatory, permit and policy manuals and similar documentation at the HHW Facility site office. (These materials shall be kept on-site and shall be the property of the COUNTY.)

b. Implementation, operation and monitoring of the HHW Facility-related programs, including but not limited to Public Outreach and Education, CESQG, first responders, municipalities, Reuse Center, a Home-generated Sharps Consolidation Point, a Used Oil Certified Collection Center, ABOP, Temporary Event and Local Network programs.

- c. HHW Facility and HHW Program-related Vehicles.
 - 1) Provide access to all vehicles required to efficiently and safely operate the HHW Facility and its related programs.
 - 2) For each vehicle provided, acquire, maintain, and upon request, provide the COUNTY with documentation of required permits, licenses, insurance, documentation of any required inspections/certifications and any required signage or special equipment.
 - 3) Upon request, provide documentation of regular maintenance required to keep the vehicles in service and safe to operate.
 - 4) All Vehicle-related costs shall be included in the Mileage Reimbursement Fee except for vehicle/mileage costs associated with the services provided by the Primary HHW Transporter. Primary HHW Transporter-related costs shall be invoiced and

reimbursed at the all-inclusive rates for removal,
transport and disposal stipulated in Agreement Exhibit
A.

- 5) Requests for Mileage Reimbursement for the costs
associated with these vehicles must be accompanied
by a written mileage log.

d. Providing and managing a self-sustaining program for
CESQGs, including soliciting businesses to participate in the program. Once an interested
business has been qualified as a CESQG, the FACILITY MANAGER shall be responsible for
contracting directly with that business for the desired services and then for collecting fees for the
services provided. The CESQGs rates shall be as stipulated in Agreement Exhibit A, based on
waste stream and quantity, plus any additional services provided (including but not limited to
pick-up, repackaging of leaking containers, clean-up and remediation), and shall be all inclusive
(with free cost estimates, no minimum, no surcharges, no participation or similar additional
charges/fees added). The FACILITY MANAGER will be responsible for issuing a credit to the
COUNTY on the next invoice, directly tied to and referencing the CESQG, the HHW delivered to
the HHW Facility and the fees collected by the FACILITY MANAGER. The FACILITY
MANAGER shall be required to keep the HHW Coordinator fully informed about the status and
progress of the CESQG Program and to collaborate with the HHW Coordinator on ways to
improve the program and addressing any issues or problems that might arise over the course of
this Agreement.

e. Collaborate with the HHW Coordinator on the
development, monitoring and facilitation of the Drop-off Program, including:

- 1) Making an initial site visit and evaluating proposed
Host/Host Site suitability, based upon general siting
criteria and operational standards.
- 2) Recommending any required site-specific criteria and
operating standards to be incorporated into the Host

Agreement.

- 3) Monitoring and reporting to the HHW Coordinator on Host Agreement compliance, Host site maintenance and Drop-off Program results.
- 4) Providing agreed upon FACILITY MANAGER Services defined in Host Agreement, including but not limited to regularly scheduled and supplemental HHW pick-up service, program equipment and supplies, and data collection.
- 5) Generally promoting the Drop-off Program in the Outreach and Education Plan. The FACILITY MANAGER or CONSULTANT will be compensated for these tasks including promotion at the hourly rates established in Agreement Exhibit F. Other promotional costs for non-labor related expenses (such as brochures, signs, literature, etc.) will be handled by the COUNTY directly.
- 6) Providing collection services to any and all new ABOP Collection Programs developed within Fresno County as directed by the HHW Coordinator.

f. Management of the day-to-day operations and maintenance of the HHW Facility, including but not limited to:

- 1) Collecting, transporting, loading and unloading, screening, testing, sampling, consolidating, packaging, storing, inventorying and tracking of all HHW brought to the HHW Facility;
- 2) Cleaning and maintaining the HHW Facility's fixtures, equipment and grounds (e.g., litter abatement,

1 cleaning of restrooms, weekly landscape
2 maintenance, basic maintenance such as changing
3 filters, fueling, washing and minor repairs).

4 3) Ensuring that the Operations Staff and the public stay
5 within the footprint of the HHW Facility, and that there
6 are no unauthorized entries into AADS or activity that
7 might impede any landfill operations.

8 g. Monitoring and managing the performance, attendance,
9 ongoing training, health and safety and salaries of the Operations Staff.

10 h. Monitoring and managing the timely and accurate
11 collection and analysis of HHW Facility and program-related data, record keeping and report
12 preparation and submission.

13 i. Monitoring the implementation of the Primary HHW
14 Transporter Agreement, including but not limited to the quality, quantity and cost-effectiveness
15 of services provided, and the Primary HHW Transporter's level of compliance with all applicable
16 business, HHW Facility, insurance, health, safety and regulatory standards/requirements.

17 j. Monitoring and managing regulatory compliance, customer
18 and vendor satisfaction, Agreement compliance, budget preparation and oversight, resource
19 utilization and conservation, and the health, safety and environmental compliance of the HHW
20 Facility, all of its programs and the Operations Staff.

21 k. Providing the COUNTY with an ongoing assessment of the
22 state of all HHW Facility components, Major Equipment, staff, programs, procedures, and
23 policies, and quarterly written recommendations to the HHW Coordinator for any periodic or
24 non-routine revisions, purchases, updates, repairs and maintenance. These ongoing
25 assessments shall be addressed in a quarterly report provided by the FACILITY MANAGER to
26 the HHW coordinator. The format of the quarterly report shall be submitted by the FACILITY
27 MANAGER and reviewed, modified as appropriate, and approved by the HHW Coordinator. The
28 quarterly report does not relieve the FACILITY MANAGER from the responsibility for making

1 recommendations to the HHW Coordinator in a timely manner related to any HHW
2 Facility/program-related items/services requiring immediate attention. (The FACILITY
3 MANAGER shall not be responsible for ordering, nor shall the CONSULTANT be responsible for
4 paying, for these periodic or non-routine additions, replacements, repairs or upgrades.)

5 l. When requested, but no more than once (1) a month,
6 participate in a telephone conference call with the HHW Coordinator.

7 m. Prepare and submit one (1) written status report each
8 quarter.

9 n. Along with the FACILITY MANAGER's designee,
10 participate in a face-to-face Annual Plan Planning meeting with the HHW Coordinator during the
11 last quarter of each Service Year, to be held at the HHW Facility or COUNTY office. The date
12 of this meeting shall allow enough time for the Annual Plan to be completed by the FACILITY
13 MANAGER, reviewed and accepted by the Director and then incorporated into the Resources
14 Budget. The CONSULTANT shall be compensated for time spent by the FACILITY MANAGER
15 and his/her designee for attendance at this meeting at his/her hourly rate. Any related
16 expenditures by the FACILITY MANAGER (e.g., travel, time, mileage, hotel accommodations or
17 food) relating to the meeting shall be the responsibility of the CONSULTANT and shall not be
18 reimbursed by the COUNTY.

19 o. When requested, but no more than stipulated in this
20 Paragraph, make available to the HHW Coordinator, for inspection and review, all HHW Facility-
21 related records (in quarterly report), including data collected on participation and HHW managed
22 (on weekly basis), reports and all documentation related to regulatory compliance (e.g., required
23 reports to regulatory agencies, notices of violation) (as received), inventories, budget and
24 financial records (in quarterly report as applicable). Upon request, copies of any of this
25 documentation are to be provided to COUNTY.

26 p. Monitoring and managing the collection and reporting of
27 the data specified in the HHW Facility's Operations Plan and any Facility-related grant
28 agreements, and for preparing and filing Facility-related operational and financial reports (e.g.,

1 Form 303 and E-Waste Annual Report), first responder and municipality disposal forms
2 (including separate cost reporting, describing what was disposed and the cost to the COUNTY
3 for first responder and municipality disposal), residential and CESQG survey forms, CESQG
4 invoices, including but not limited to preparation of an annual budget (to be reviewed and
5 approved for incorporation into the County Budget). This includes all data and reports required
6 for the COUNTY to apply for payments as a Used Oil Certified Collection Center. All such data
7 and reports must be provided in time to meet all applicable COUNTY and State deadlines and in
8 the appropriate formats.

9 q. When appropriate and cost-effective, arrange for
10 Operations Staff to use an HHW Facility vehicle to transport Program-related items which do not
11 require the use of an HHW Transporter, including but not limited to e-waste and recyclables
12 such as cardboard and educational materials.

13 r. Be familiar and comply with all FACILITY MANAGER-
14 related provisions of any program-related grant(s) that may be awarded to the COUNTY during
15 the term of this Agreement.

16 B. Primary HHW Transporter Services.

17 As of the effective date hereof, CONSULTANT intends to and shall serve as the
18 Primary HHW Transporter, responsible for the removal and management of the HHW
19 consolidated at the HHW Facility. If the CONSULTANT at some point during the Term of this
20 Agreement wishes to assign or delegate the duties of the Primary HHW Transporter to another
21 person or entity, then such assignment or delegation shall require the prior written consent of
22 COUNTY and must be accomplished by means of a formal subcontract between
23 CONSULTANT and such other person or entity, as more thoroughly provided in Article I,
24 Section UUU.

25 C. Additional Services: Provide additional services when expressly
26 requested and specifically identified, in writing, by the Director, either:

- 27 1. At the hourly rates listed in Agreement Exhibit F; or
- 28 2. At an agreed upon additional lump sum fee, negotiated with the

1 CONSULTANT and approved in writing by the Director prior to commencing performance of
2 said service(s), in accordance with the provisions of Article V, Section H of this Agreement.

3 3. Additional Services requested by the Director shall be for services
4 related to the HHW Facility and/or its programs and shall be limited to services that the
5 FACILITY MANAGER or the Operations Staff are qualified and legally permitted to provide.

6 4. The HHW Facility may at some date during the Term of this
7 AGREEMENT need to be relocated or additional HHW facilities may need to be developed. The
8 CONSULTANT's assistance may be required if these event(s) occur. Pre-approved and
9 properly documented expenses for assistance in relocation of the HHW Facility or development
10 of new HHW facilities is included in Agreement Exhibit G. Payment will be made to
11 CONSULTANT only for those hours actually worked and such hours must be correctly
12 documented in writing on a Proper Invoice in order to be considered for reimbursement.

13 C. Delegation of Responsibility:

14 1. With the written approval of the Director, which shall not be
15 unreasonably withheld, the FACILITY MANAGER may delegate one or more of his/her
16 responsibilities to appropriately trained and qualified members of the Operations Staff. This
17 approval must be requested in writing at the beginning of each Service Year and updated when
18 such delegations are significantly changed during the Service Year.

19 2. The FACILITY MANAGER and the COUNTY must agree in
20 writing, in advance, prior to the use of a subcontractor or vendor rather than an employee of the
21 FACILITY MANAGER, to provide any of the services covered by this Agreement.

22 3. Whether services are provided by the FACILITY MANAGER,
23 another of CONSULTANT's employees or a vendor/subcontractor, the COUNTY shall hold the
24 CONSULTANT one hundred percent (100%) responsible for the quality and quantity of the
25 services provided under this Agreement and for the maintenance of a safe and contamination-
26 free HHW Facility and Facility-related programming.

27 **IV. COUNTY SERVICES AND RESPONSIBILITIES**

1 A. County HHW Program Coordinator (HHW Coordinator) Duties and
2 Services shall be provided by the Deputy Director of Resources and Administration or his
3 designee who shall:

4 1. Serve as the CONSULTANT's official COUNTY contact person
5 and liaison to the Landfill Operations Manager for any required input, feedback and/or
6 authorizations required and to facilitate the operation of the HHW Facility and its programs.
7 This includes requesting any future authorization from the Landfill Operations Manager for
8 access to areas of AADS located outside of the HHW Facility's designated footprint.

9 2. Ensure that all official documents, including permits, applications,
10 and required reports are reviewed, and if required, signed by the appropriate COUNTY
11 representative.

12 3. Arrange for permitting/reviewing agencies, the CONSULTANT,
13 and their respective staff/representatives to have access to the Site.

14 4. Confirm that the FACILITY MANAGER is complying with
15 regulatory and contract requirements, including providing the agreed upon deliverables in a
16 timely manner.

17 5. Review and provide comments in a timely manner on all
18 deliverables submitted by the CONSULTANT, including written confirmation when each
19 deliverable has been deemed to be completed.

20 6. Provide the CONSULTANT with timely, written confirmation when
21 a CONSULTANT-proposed expenditure has been pre-authorized by the COUNTY.

22 7. Arrange for the CONSULTANT to be compensated or reimbursed,
23 as appropriate, for pre-approved and properly invoiced expenditures in the manner, at the rates
24 and not exceeding any of the maximum amounts stipulated in this Agreement.

25 8. Manage any HHW Facility-related grants, including overseeing
26 disbursement of the grant funds and compliance with grant agreement provisions.

27 9. Seek any additional funding and jurisdictional support required to
28 establish the Local Network, including, but not limited to, submitting an application to

1 CalRecycle for a grant.

2 10. When applicable, arrange with the FACILITY MANAGER for the
3 COUNTY to exercise its option to directly pay for an authorized documented program-related
4 expenditure to the purveyor of the goods and/or services.

5 11. Arrange and pay for the day-to-day accounting, billing and
6 auditing services required to manage the HHW Facility accounts. This responsibility does NOT
7 include:

8 a. Costs associated with the billing, collection and
9 reconciliation of CESQG-related accounts; nor

10 b. Costs associated with any special auditing/accounting
11 services required to address possible mismanagement or fraud on the part of the FACILITY
12 MANAGER, one of his/her employees and/or subcontractors; nor

13 c. Any costs associated with implementation of the provisions
14 stipulated in this Agreement pertaining to Audits, Accounting and Inspections Access.

15 **V. COMPENSATION**

16 A. The Maximum Total Compensation to be paid to the CONSULTANT for
17 the initial three-year term under this Agreement for performance of HHW Facility Operations,
18 Collection, Disposal and related programming services, which includes an approximate ten
19 percent (10%) contingency factor, shall not exceed \$2,291,600, allocated as follows: a
20 maximum of \$2,083,600 for CONSULTANT's performance of Basic Services hereunder and
21 maximum of \$208,000 for CONSULTANT's performance of Additional Services and
22 Contingencies. In addition, the Maximum Total Compensation to be paid to the CONSULTANT
23 under this Agreement for a possible Service Year 4 and Service Year 5 for performance of HHW
24 Facility Operations, Collection, Disposal and related programming services, which likewise
25 includes an approximate ten percent (10%) contingency factor, shall not exceed \$1,086,400 for
26 Service Year 4 and \$1,276,500 for Service Year 5. Accordingly, the total potential maximum
27 amount of compensation payable to CONSULTANT hereunder, if the term is extended to
28 include both Service Years 4 and 5, including the approximate ten percent (10%) contingency

1 factor, shall not exceed \$4,654,500. The annual allocation and disbursement of the Total
2 Compensation over the term of this Agreement shall be detailed in the Annual Plan/Budget and
3 includes but is not limited to:

4 1. Operations to cover the cost of operating the HHW Facility for all
5 three (3) Service Years (and Service Years 4 and 5 if applicable), including Salaries and
6 Operating, Collection and Disposal Expenses.

7 a. Reimbursement to the CONSULTANT for three years of
8 service (and Service Years 4 and 5 if applicable) provided by the Primary HHW Transporter,
9 and supplemented by additional local subcontractors, for the transport, management and
10 disposal of the HHW collected from County Residents.

11 b. The CONSULTANT shall be reimbursed for its
12 expenditures on salaries over the three years of Operations (and Service Years 4 and 5 if
13 applicable). Upon receipt of a Proper Invoice, the COUNTY shall reimburse the CONSULTANT
14 on a monthly basis for its expenditures on the FACILITY MANAGER's and staff salaries, based
15 upon the documented number of hours actually worked and at the hourly rates stipulated in
16 Agreement Exhibit F.

17 2. Approximately ten percent (10%) of the maximum Agreement
18 Expenditures, referenced as the "contingency factor" in Article V, Section A above, is allocated
19 to "Additional Services and Contingencies." Such funding will be available for unanticipated
20 expenditures on items including but not limited to equipment failure, larger than anticipated
21 disposal or salary costs and Additional Meeting Fees, as more thoroughly detailed hereinafter in
22 Article V, Section H. The Director has been authorized by the Board to approve properly
23 documented and submitted requests for payments using funds allocated to Additional Service
24 and Contingencies.

25 3. So long as the Total Compensation authorized in this Agreement
26 is not exceeded, unexpended funds from one Annual Plan may be reallocated to the next
27 Annual Plan, in an effort to maximize the number of County Residents the program will be able
28 to serve.

1 4. An overview of the Salary Cost Assumptions and Calculations is
2 provided in Agreement Exhibit G. Payment will be made to CONSULTANT only for those hours
3 actually worked and such hours must be correctly documented in writing on a Proper Invoice in
4 order to be considered for reimbursement. An overview of HHW Facility and Program Cost
5 Assumptions and Calculations is provided in Agreement Exhibit H.

6 B. Major Equipment, Small Tools and Equipment and Operating Supplies

7 1. Whenever possible, the types and quantities of additional Major
8 Equipment, Small Tools and Equipment and Operating Supplies required to properly operate
9 the HHW Facility and its related programs shall be identified and budgeted for in the HHW
10 Facility's Annual Plan/Budget. Items not included in the Annual Plan/Budget shall be pre-
11 approved in writing by the HHW Coordinator.

12 2. The FACILITY MANAGER shall be responsible for identifying the
13 types, quantities and lead time required to acquire any additional items needed to properly
14 operate the HHW Facility and its related programs.

15 3. Pre-authorized and properly documented purchases of Small
16 Tools and Equipment and Operating Supplies acquired by the FACILITY MANAGER shall be
17 reimbursed by the COUNTY at "cost" plus 10%, up to but not to exceed the maximum amount
18 stipulated in this Agreement (Article V, Section A).

19 4. The pre-authorization requirement shall ensure that the COUNTY
20 is given the option by the FACILITY MANAGER of purchasing one or more Small Tools and
21 Equipment and Operating Supplies directly from a vendor of its own choosing or to acquire such
22 items through alternative sources (e.g., County Surplus). The COUNTY shall not be obligated
23 to reimburse the CONSULTANT in any way for items the COUNTY acquires directly.

24 5. All fixed assets, fixtures, leasehold improvements or major pieces
25 of equipment, including a forklift (provided by the COUNTY), shall either be acquired, paid for or
26 directly provided by the COUNTY. After initial acquisition, the repair and/or replacement of said
27 fixed assets, fixtures, leasehold improvements or major pieces of equipment shall be paid
28 for/provided by the COUNTY.

1 6. Unless specifically listed in this Agreement, the CONSULTANT
2 shall not be responsible for paying for any one time or annual application, certification, or
3 monitoring fees or similar services related to the development or ongoing operation of the
4 Facility and its related programs. The COUNTY shall pay for CUP application fees and/or
5 additional studies, routine monitoring by the CUPA, Unified Program Facility Permit annual fees,
6 California Department of Fish and Game Fees and/or other fees imposed by State or local
7 agencies. The FACILITY MANAGER shall be responsible for the timely preparation,
8 maintenance and/or submittal of such applications, documentation, additional data, and fees.
9 All fees applicable to the operation of the CONSULTANT's HHW management and collection
10 business (i.e., business license, all business-related taxes, permit application, training,
11 certification and similar requirements that apply to the business and/or its employees) are the
12 sole responsibility of the CONSULTANT.

13 C. Facility Vehicles and Mileage Reimbursement

14 The CONSULTANT has agreed to provide, insure and maintain all vehicles required to operate
15 the HHW Facility and all its programs (both On-Site and Off-Site) efficiently and safely. This
16 includes providing adequate fuel and appropriate drivers for said vehicles. Reimbursement to
17 the CONSULTANT for the use of such vehicles shall be limited to actual miles driven with
18 reimbursement to be calculated at the Internal Revenue Service (IRS) Optional Standard
19 Mileage Rates for use of passenger vehicles and the IRS Optional Standard Mileage Rates plus
20 twenty-five percent (25%) for trucks/commercial vehicles designed primarily for the transport of
21 cargo rather than passengers.

22 D. Reimbursement for Services Provided by Primary HHW Transporter and
23 by approved Subcontractors engaged in HHW Transport

24 1. As of the effective date of this Agreement, the Primary HHW
25 Transporter will be the CONSULTANT and only as agreed upon by the COUNTY can any
26 separate subcontractor agreement be issued by the CONSULTANT for transport of the HHW as
27 needed. Any subcontract agreement by CONSULTANT and an approved subcontractor must
28 be with a company registered and permitted by the State of California to transport HHW in

1 accordance with State hazardous waste laws, to permitted treatment, storage, disposal facilities
2 (TSDf) and/or recycling facilities for management or disposal as appropriate.

3 2. The HHW brought to the Site by the public or collected from off-
4 site programs will be identified, consolidated, properly packed, and placed in designated on-site
5 storage areas by the Operations Staff until it is taken to appropriate recyclers by vendors or
6 HHW Facility staff or taken to commercial HHW management facilities by a certified HHW
7 Transporter.

8 3. It is anticipated that the Primary HHW Transporter will need to
9 remove the HHW collected no more than once a month during the period covered by this
10 Agreement. (This does not preclude more frequent service by an HHW Transporter if required.)

11 4. Upon presentation of a Proper Invoice by the CONSULTANT or its
12 FACILITY MANAGER, the COUNTY shall reimburse the CONSULTANT for the services
13 provided by the Primary HHW Transporter at the rates stipulated in Agreement Exhibit A. In
14 addition, the COUNTY shall reimburse the CONSULTANT for Cost of Living Adjustments
15 (COLA Surcharges) charged by the Primary HHW Transporter. In order to be reimbursable,
16 COLA Surcharges must be tied to changes in the CPI during Service Year 2 and Service Year 3
17 (and Service Years 4 and 5 as appropriate), not to exceed five percent (5%) each year and shall
18 be calculated as described in Article I, Sections W, X and Y.

19 5. As applicable, no more than ninety (90) days after receiving the
20 COUNTY's reimbursement for Primary HHW Transporter services, the CONSULTANT or its
21 FACILITY MANAGER shall provide to the COUNTY documentation demonstrating that the
22 Primary HHW Transporter, and all subcontractors of CONSULTANT having performed HHW
23 hauling services, have been paid in full and have properly managed the HHW.

24 E. Used Oil Certified Collection Center Payments

25 The FACILITY MANAGER shall collect the data related to Used Oil Certified Collection Center
26 Payment Program, as necessary for the County's completion of the payment forms, and shall
27 provide such data to the HHW Coordinator or his designee who will file the forms with
28 CalRecycle. All such payments received shall be the sole property of the COUNTY, deposited

1 in the appropriate Surcharge Trust Fund and used to fund the HHW Facility and/or other AB 939
2 programs.

3 F. CEW Payment System Payments

4 As provided for in 14 CCR Section 18660.5 (a)(18), the Director shall designate the
5 CONSULTANT as the COUNTY's "Designated Approved Collector" for all E-Waste collected at
6 the HHW Facility and any HHW Facility-related program. In return for the right to apply for and
7 retain all of the CEW System Payments related to that E-Waste, the CONSULTANT shall be
8 responsible to collect, transport and arrange for proper management of all E-Waste collected at
9 Drop-off Sites, both that covered and that not covered by the CEW Payment System, at no
10 charge to the COUNTY.

11 G. Network Temporary Event Collection Program Costs

12 The COUNTY will hold Network Temporary Events within Fresno County that will utilize a
13 temporary event site and workers to collect and dispose of all of the same materials accepted at
14 the HHW Facility (i.e., it is a Full Service program). It is anticipated that the Temporary Event
15 Program may serve as many as five (5) locations each year. The costs for the CONSULTANT
16 to provide services at any such Local HHW Network: Temporary Event Collection Programs are
17 included in Exhibit E.

18 H. Additional Services and Contingencies

19 1. In order to respond to potentially significant and unpredictable
20 fluctuations in program participation rates, the wide variability of disposal costs, and the
21 potential need for additional staff to appropriately respond to unforeseen events, this Agreement
22 includes an allocation for Additional Services and Contingencies.

23 2. In order for an allocation of Additional Service and Contingencies
24 funds to be authorized by the Director, a request for additional funds shall be made in writing by
25 the CONSULTANT and submitted to the HHW Coordinator for review. The HHW Coordinator
26 will then submit the request to the Director for his authorization.

27 3. Payment for Additional Services shall be at the same rates
28 stipulated in Agreement Exhibit F unless another rate has been previously authorized in writing

1 by the Director. The CONSULTANT will not be reimbursed for Additional Services that have not
2 been authorized by the Director.

3 4. If the CONSULTANT becomes aware of potential unforeseen
4 expenses or services that would not be covered by this Agreement, CONSULTANT shall inform
5 the COUNTY in writing within 15 days of the extent and nature of such expenses or services.

6 5. Payment for any Additional Services and Contingencies that
7 would cause the maximum amount of Total Compensation allocated under this Agreement to be
8 exceeded is unauthorized, and such services may only be provided and payment can only be
9 made pursuant to a prior written amendment to this Agreement that specifically provides for an
10 increase in the maximum Total Compensation authorized under this Agreement.

11 6 In the event the Director or his designee expressly authorizes
12 Additional Services or Contingencies, CONSULTANT shall:

13 a. Keep complete records showing the hours and description
14 of activities worked by each person who works on the program and all costs and charges
15 applicable to the Additional Services/Contingencies work authorized.

16 b. Should there be a claim for payment of Additional
17 Services/Contingencies, the CONSULTANT understands and acknowledges, and hereby
18 specifically agrees that the invoice must identify the activity, performer of the activity, reason for
19 the activity, and COUNTY official requesting the activity or the claim will be denied.

20 c. The CONSULTANT shall be responsible for all
21 subcontractors keeping similar records.

22 d. The CONSULTANT shall not stop the work, including in
23 other areas unrelated to the Additional Services request or claim, unless it can be shown the
24 program cannot proceed while a claim or request for Additional Services is being evaluated.

25 I. Invoices

26 1. All invoices will be forwarded to:

27 County HHW Program Coordinator

28 Fresno County Department of Public Works and Planning

Resources Division

2220 Tulare Street, 6th Floor

Fresno, CA 93721-2104

2. Rounding Numbers – Unless otherwise indicated, when calculating expenditures, “round up” if the amount prior to the significant digit is five or more. “Round down” if it is less than five. The CPI Rate shall be calculated to the sixth place and rounded to a tenth of a percent (e.g., .024500=2.5%; .024499=2.4%). Mileage shall be logged and calculated to the tenth of a mile (e.g., 102.3 miles x Mileage Reimbursement Rate). The Mileage Reimbursement Rate shall be calculated to the third digit (e.g., \$.555 x .25 = 0.138 = 0.138, so \$ 0.138 + \$0.555 = \$0.693). Hours shall be logged to the quarter hour (e.g., work 1 hour, 7 minutes = log 1 hour; work 1 hour, 8 minutes = log 1.25 hours; work 1 hour, 22 minutes = log 1.25 hours; 1 hour, 23 minutes = 1.5 hours).

3. The CONSULTANT shall provide the COUNTY with a monthly invoice. The monthly invoice shall first be submitted to the HHW Coordinator in draft form for review and approval to submit a final Proper Invoice. Upon receipt of a Proper Invoice, the HHW Coordinator will review, get approval for, and submit it to the County Auditor-Controller/Treasurer-Tax Collector for payment. Unsatisfactory or inaccurate invoices will be returned to the CONSULTANT for correction and re-submittal within 15 days. Payment will be issued to CONSULTANT within forty-five (45) calendar days of the date the Auditor-Controller/Treasurer-Tax Collector receives the approved invoice.

4. Within ninety (90) days after submitting to the COUNTY a request for reimbursement for a payment made by the CONSULTANT to a subcontractor and/or vendor, as necessary or appropriate for the performance by CONSULTANT of its obligations hereunder, the CONSULTANT shall provide certification acceptable to the COUNTY that complete payment has been made to the subcontractors and/or vendors referenced in the request for reimbursement. The CONSULTANT shall immediately reimburse the COUNTY for any discrepancy between the amount the COUNTY was invoiced and the amount actually owed the subcontractor and vendor. However, the parties do not intend that the foregoing creates in any

1 subcontractor any third party beneficiary status or third party beneficiary rights, and expressly
2 disclaim any such status or rights.

3 5. An unresolved dispute over a possible negligent error or omission
4 may cause payment of consultant fees in the disputed amount to be withheld by the COUNTY, if
5 just cause exists.

6 6. Final Invoice shall be submitted to COUNTY no later than ninety
7 (90) days after program is completed. The CONSULTANT shall provide certification acceptable
8 to the COUNTY that all subcontractors have received full payment for services rendered and
9 work performed on the program. Final payment will not be made until all program services
10 specified in Article III of this Agreement are completed, including, but not limited to a review of
11 all required documentation and furnishing of required reports.

12 J. The COUNTY shall not compensate the CONSULTANT for the following:

13 1. Any expenses incidental to CONSULTANT's performance of
14 services under Article III of this Agreement shall be paid for by CONSULTANT. Incidental
15 expenses include, but may not be limited to, transportation and travel, postage and courier
16 services, photo and duplicating services, telephone and facsimile charges, computer storage
17 media, and insurance.

18 2. Any costs, including fines, legal findings and judgments
19 associated with any negligence or omissions by the FACILITY MANAGER, other employees of
20 the CONSULTANT (e.g., members of the Operations Staff) and/or its approved subcontractors
21 (if any), such as the HHW Transporter(s).

22 K. Suspension or Termination of Service.

23 The Director or his designee may unilaterally reduce or suspend HHW Facility operations or
24 both On-Site and Off Site Programs for an indefinite period of time or temporarily close the
25 HHW Facility or its related programs, upon having provided both the FACILITY MANAGER and
26 the CONSULTANT with at least a thirty (30) day written notice of the suspension or closure. In
27 the event the Director reduces the scope of the HHW Facility, the CONSULTANT will be
28 compensated on a pro rata basis for actual work completed and accepted by the COUNTY in

1 accordance with the terms of this Agreement, or on an hourly basis for work performed hourly.

2 **VI. COMPENSATION RECORDS**

3 The CONSULTANT shall keep complete records showing the hours and description of
4 activities performed by each person who works on the program and all associated costs or
5 charges applicable to work covered by this Agreement. The CONSULTANT additionally shall
6 be responsible for all subcontractors keeping similar records. The CONSULTANT will maintain
7 all such records for a period of five (5) years following final payment under this Agreement,
8 consistent with the provisions of Article VII, Section D.

9 **VII. AUDITS, ACCOUNTING AND INSPECTION ACCESS:**

10 A. The CONSULTANT will use established accounting and bookkeeping
11 practices including but not limited to, employee time cards, payroll, receipts, and other records
12 of transactions in order to ensure appropriate documentation for all payments made hereunder,
13 including those made from State Grant and Federal Grant funds

14 B. The CONSULTANT shall at any time during regular business hours, and
15 as often as the COUNTY may deem necessary, make available for examination by State of
16 California authorities, or the County Auditor-Controller/Treasurer-Tax Collector, or their
17 authorized representatives, all of CONSULTANT's records and data with respect to matters
18 covered by this Agreement.

19 C. The CONSULTANT will permit State of California, or COUNTY authorities
20 to audit and inspect all invoices, materials, payroll, records of personnel, conditions of
21 employment, and other data relating to matters covered by this Agreement.

22 D. The CONSULTANT will be subject to the examination and audit of the
23 Auditor General for a period of five (5) years after final payment under this Agreement.

24 **VIII. INDEPENDENT CONTRACTOR:**

25 A. In performance of the work, duties, and obligations assumed by
26 CONSULTANT under this Agreement, it is mutually understood and agreed that
27 CONSULTANT, including any and all of CONSULTANT's officers, agents and employees, will at
28 all times be acting and performing as an independent contractor, and shall act in an

1 independent capacity and not as an officer, agent, servant, employee, joint venturer, partner or
2 associate of the COUNTY. Furthermore, COUNTY will have no right to control or supervise or
3 direct the manner or method by which CONSULTANT will perform its work and function.
4 However, COUNTY will retain the right to administer this Agreement so as to verify that
5 CONSULTANT is performing its obligations in accordance with the terms and conditions
6 thereof. CONSULTANT and COUNTY shall comply with all applicable provisions of law and the
7 rules and regulations, if any, of governmental authorities having jurisdiction over matters the
8 subject thereof.

9 B. Because of its status as an independent contractor, CONSULTANT will
10 have absolutely no right to employment rights and benefits available to COUNTY employees.
11 CONSULTANT will be solely liable and responsible for providing to, or on behalf of its
12 employees all legally-required employee benefits. In addition, CONSULTANT will be solely
13 responsible and save COUNTY harmless from all matters relating to payment of
14 CONSULTANT's employees, including compliance with Social Security, withholding, and all
15 other regulations governing such matters.

16 C. It is acknowledged that during the term of this Agreement CONSULTANT
17 may be providing services to others unrelated to the COUNTY or to this Agreement.

18 **IX. PARTIES BOUND BY AGREEMENT**

19 This Agreement will be binding upon the COUNTY, the CONSULTANT, and their
20 respective successors in interest, legal representatives, executors, administrators, and assigns
21 with respect to all covenants as set forth herein.

22 **X. REQUIRED APPROVALS:**

23 It is understood that the CONSULTANT shall not assign, sublet, subcontract or transfer
24 any of CONSULTANT's rights or obligations in this Agreement, or replace the Primary HHW
25 Transporter without the prior express, written consent of the Director.

26 **XI. COMPLIANCE WITH LAWS**

27 CONSULTANT shall comply with all applicable Federal, State, and local laws,
28 ordinances, regulations, and Fresno County Charter Provisions in effect at the time of

CONSULTANT's performance of the professional services provided hereunder.

XII. GOVERNING LAW:

A. Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action will be litigated either in a State court for Fresno County, California, or in the U.S. District Court for the Eastern District of California, located in Fresno County.

B. The rights and obligations of the parties and all interpretations and performance of this Agreement will be governed in all respects by the laws of the State of California

C. In accordance with the provisions of California Labor Code Section 1770, the Director of the California Department of Industrial Relations has determined the general prevailing wage rates and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in California Labor Code Section 1773.8, apprenticeship or other training programs authorized by California Labor Code Section 3093, and similar purposes applicable to inspections and testing to be done. Said wage determinations are on file with the Clerk to the Board of Supervisors and are incorporated herein by reference. Said wages are available only at the Department of Public Works, Design Division Design Services Section.

XIII. AMENDMENTS:

Any changes to this Agreement requested either by the COUNTY or CONSULTANT may be effected only if mutually agreed upon in writing by duly authorized representatives of each of the parties hereto. This Agreement will not be modified or amended nor will any rights of a party hereto be waived, except by such in writing.

XIV. CONSULTANT'S LEGAL AUTHORITY:

Each individual executing this Agreement on behalf of CONSULTANT hereby covenants, warrants, and represents that:

A. He or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the

1 corporation's board of directors and in accordance with such corporation's articles of
2 incorporation or charter and bylaws;

3 B. This Agreement is binding upon such corporation; and that
4 CONSULTANT is a duly organized and legally existing corporation in good standing in the State
5 of California.

6 **XV. HOLD HARMLESS:**

7 A. CONSULTANT agrees to indemnify, hold harmless and at COUNTY's
8 request, defend the COUNTY, its officers, agents, and employees, against the payment of any
9 and all costs and expenses (including reasonable attorney fees and court costs), damages,
10 claims, suits, losses, and liability for bodily and personal injury to or death of any person or for
11 loss of any property to the extent caused by the negligent or wrongful acts, errors or omissions
12 of CONSULTANT, its officers, agents, and employees, in performing or failing to perform any
13 work, services, or functions under this Agreement.

14 B. COUNTY and CONSULTANT hereby declare their mutual intent to
15 cooperate in the defense of any claim, suit, or other action alleging liability, arising from the
16 negligent performance or failure to perform of any COUNTY contractor or subcontractor who
17 worked on the HHW Facility. Such cooperation may include an agreement to prepare and
18 present a cooperative defense after consultation with CONSULTANT's professional liability
19 insurance carrier.

20 **XVI. INSURANCE**

21 A. Prior to commencing the duties under this Agreement with the COUNTY,
22 and without limiting the COUNTY's right to obtain indemnification from CONSULTANT or any
23 third parties, the CONSULTANT will furnish the COUNTY, at no additional cost to the COUNTY,
24 certificates and upon request, formal Endorsements, for the following insurance policies which
25 will be kept in force during the term of this Agreement (i.e. until this Agreement is terminated or
26 it expires) and for such additional time as may be specified herein with respect to a particular
27 type of policy.

- 28 1. Commercial General Liability Insurance or Comprehensive

1 General Liability Insurance, with limits of not less than \$2,000,000 per occurrence with an
2 annual aggregate of Three Million Dollars (\$3,000,000), naming the COUNTY, its officers,
3 agents and employees, collectively and individually, as an additional insured, but only insofar
4 as the operations under this Agreement are concerned. Such coverage for additional insured
5 will apply as primary insurance and any other insurance, or self-insurance, maintained by the
6 COUNTY, their officers, agents and employees will be excess only and not contributing with
7 insurance provided under the CONSULTANT's policies herein.

8 a) This policy will be issued on a "per occurrence" basis.

9 b) The policy will include coverage for bodily injury, broad
10 form property damage, personal injury, products and completed
11 operations, and blanket contractual coverage including, but not
12 limited to, liability assumed under the Indemnification provisions of
13 this Agreement, which coverage will be at least as broad as
14 Insurance Services Office, Inc., Policy Form CG 00011093.

15 2. Comprehensive Automobile Liability Insurance with limits for
16 bodily injury of not less than two hundred and Fifty Thousand Dollars (\$250,000) per person,
17 One Million Dollars (\$1,000,000) per accident and for property damages of not less than Five
18 Hundred Thousand Dollars (\$500,000), or such coverage with a combined single limit of One
19 Million Dollars (\$1,000,000). Coverage will include both CONSULTANT-owned and non-owned
20 vehicles.

21 3. Worker's Compensation insurance policy as required by the
22 California Labor Code.

23 4. Errors and Omissions Insurance

24 a) CONSULTANT shall maintain in full force and affect a
25 policy for Errors and Omissions In the minimum amount of at least
26 One Million Dollars (\$1,000,000) coverage.

27 b) Certificates of Insurance and endorsements required for
28 the Errors and Omissions Insurance and any additional specific

1 coverages requested by the COUNTY will be delivered to the
2 COUNTY prior to the CONSULTANT's commencement of
3 performance hereunder for its operation of the HHW Facility.

4 5. Property Insurance: CONSULTANT shall maintain a policy of all
5 Risk Property Insurance covering COUNTY-owned personal property, including COUNTY
6 owned vehicles, used in the operation of the HHW Facility. CONSULTANT shall name the
7 COUNTY as an Additional Loss Payee on this policy. The policy shall be written for
8 Replacement Value for all COUNTY personal Property.

9 6. Hazardous Material Transporter Insurance
10 CONSULTANT and any subcontractor providing over the road
11 transportation of Household Hazardous Waste, in addition to other coverages required, shall
12 maintain a policy for Transporter Pollution Liability and one of the following: MCS-90
13 endorsement with Sudden and Accidental Pollution endorsement.

14 7. Environmental Impairment (Pollution) Liability Insurance
15 CONSULTANT shall maintain environmental impairment (Pollution) liability insurance with limits
16 of not less the Three Million Dollars (\$3,000,000) per occurrence and an annual aggregate of
17 not less than Five Million Dollars (\$5,000,000), including clean-up costs. The policy will be
18 written on a "claims made" basis.

19 B. Proof of Insurance

20 1. The CONSULTANT shall provide Certificates of Insurance with
21 proper endorsements and at least a thirty (30) day written advance notice of any cancellation or
22 reduction in the coverage, with regard to each of the aforesaid policies. The Certificates of
23 Insurance shall be sent to :

24 County HHW Program Coordinator
25 Fresno County Department of Public Works and Planning
26 Resources Division
27 2220 Tulare Street, 6th Floor
28 Fresno, CA 93721-2104

1 2. All policies will be with admitted insurers licensed to do business
2 in the State of California and will be purchased from companies possessing a current A. M.
3 Best, Inc. rating of A FSC VII or better.

4 3. The COUNTY shall require the CONSULTANT to deliver/maintain
5 the required Certificates of Insurance and endorsements to the COUNTY on the following
6 schedule:

7 a) Certificates of Insurance and endorsements for the
8 required Commercial General Liability, Automobile Liability,
9 Property Insurance and Worker's Compensation Insurance
10 will be delivered to the COUNTY within thirty (30) days of
11 execution of this Agreement and be maintained with full
12 force and effect throughout the term of this Agreement

13 b) Certificates of Insurance and endorsements for the
14 required Hazardous Material Transport Insurance and
15 Environmental Impairment (Pollution) Liability Insurance
16 will be delivered to the COUNTY no later than ten (10)
17 business days after the effective date hereof and shall be
18 maintained in full force and effect until this Agreement
19 expires or is terminated.

20 C. Certificates of Insurance for the Errors and Omissions Insurance shall be
21 delivered to COUNTY ten (10) business days prior to the commencement of operations of the
22 HHW Facility.

23 D. In the event CONSULTANT fails to keep in effect at all times insurance
24 coverage as herein provided, the COUNTY may, in addition to other remedies it may have,
25 suspend or terminate this Agreement upon the occurrence of such event.

26 E. Insurance will be considered part of the CONSULTANT's overhead. The
27 cost of the insurance required by this Article XVI will be included in the CONSULTANT's hourly
28 rates and is not a reimbursable cost.

1 **XVII. RELOCATED/ADDITIONAL FACILITIES:**

2 The parties hereto agree that should the HHW Facility need to be relocated or if
3 additional HHW facilities are required to be developed, the CONSULTANT will cooperate with
4 the HHW Coordinator and will proceed diligently to develop a timeline and schedule for
5 completion of the relocated or additional facilities at the earliest possible date, and to facilitate
6 the continued provision of uninterrupted service to the public.

7 **XVIII. TERM OF AGREEMENT**

8 Unless this Agreement is terminated earlier, in accordance with one or more of the
9 provisions of Article XIX:

10 The term of this Agreement is for a period of three (3) years beginning on August 1, 2017 and
11 terminating on July 31, 2020. This Agreement may be extended for two (2) additional
12 consecutive twelve (12) month periods upon written approval of both parties no later than thirty
13 (30) days prior to the first day of the next twelve (12) month extension period. The Director or
14 his designee is authorized to execute such written approval on behalf of the COUNTY based on
15 the CONSULTANT's satisfactory performance.

16 **XIX. TERMINATION OF AGREEMENT:**

17 A. This Agreement may be terminated without cause at any time by the
18 COUNTY upon thirty (30) calendar day's written notice. If the COUNTY terminates this
19 Agreement, the CONSULTANT will be compensated for services satisfactorily completed to the
20 date of termination based upon the compensation rates and subject to the maximum amounts
21 payable agreed to in Article V, together with any such Additional Services satisfactorily
22 performed after termination which are expressly authorized by the Deputy Director of Resources
23 and Administration in order to conclude the work performed to date of termination.

24 B. The COUNTY may immediately suspend or terminate this Agreement in
25 whole or in part, where in the determination of the COUNTY there is:

- 26 1. An illegal or improper use of funds;
- 27 2. A failure to comply with any term of this Agreement;
- 28 3. A substantially incorrect or incomplete report submitted to the

COUNTY;

4. Improperly performed service.

C. In no event will any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONSULTANT, nor will such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONSULTANT the repayment to the COUNTY of any funds disbursed to the CONSULTANT under this Agreement, which, in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

D. The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated at any time by giving the CONSULTANT thirty (30) days advance written notice.

XX. CONFLICT OF INTEREST:

A. The CONSULTANT shall comply with the provisions of the Fresno County Conflict of Interest Code (Agreement Exhibit I) attached hereto and incorporated by this reference as though set forth in full. Such compliance will include the filing of annual statements pursuant to the regulations of the California Fair Political Practices Commission.

B. In order to conduct business with the COUNTY, members of a consultant's board of directors (hereinafter referred to as "CONSULTANT"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the COUNTY, by completing and submitting Agreement Exhibit J: Self-Dealing Transactions.

XXI. INCONSISTENCIES

In the event of any inconsistencies in interpreting the documents which constitutes this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) the text of this Agreement, excluding the Exhibits attached to this Agreement; and

(2) the text of this Agreement, including the Exhibits attached to this Agreement.

XXII. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the COUNTY and the CONSULTANT with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

XXIII. SEVERABILITY:

Should any provision herein be found or deemed to be invalid, this Agreement will be construed as not containing such provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are hereby declared to be severable.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
2 executed as of the day and year first above written.

3
4 CONSULTANT

COUNTY OF FRESNO

5 By: Melinda Rath

By: Brian Pacheco

6 MELINDA RATH

Brian Pacheco, Chairman
Board of Supervisors

7 Print Name
VICE PRESIDENT, MFG. &
8 INDUSTRIAL SALES

ATTEST:
Bernice E. Seidel, Clerk
Board of Supervisors

9 Print Title

10 Stericycle Environmental Solutions, Inc.
28161 N. Keith Drive
Lake Forest, IL 60045
11 Telephone: (847) 367-5910

By: Lisa Coughlin
Deputy

12 REVIEW AND RECOMMENDED FOR
13 APPROVAL

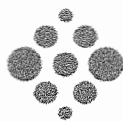
14 By: Steven E. White PR
15 Steven E. White, Director
Department of Public Works and Planning

17 APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

18 By: [Signature]
19 Deputy

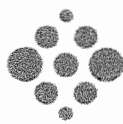
20
21 APPROVED AS TO ACCOUNTY FORM
Oscar J. Garcia, CPA
22 Auditor-Controller/Treasurer-Tax Collector

23 By: [Signature]
24 Deputy

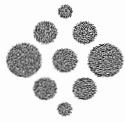


HHW Transporter's Price List: Part 1 of 3 Parts												
Part 1: Residential HHW Transport and Disposal Costs												
A. For each waste category listed below, indicate the total cost of the various sizes of packing units, packing options and management options												
B. Us N/A (not applicable) to indicate an alternative which is not available or not appropriate.												
C. Clearly indicate any item(s) subject to a minimum charge and when a charge per unit is applicable (e.g., per lamp or propane tank.)												
D. See the key below for descriptions of the various management and packing options.												
Notes:												
- Prices must include all costs related to the removal of the HHW from the site, getting it to its final destination and then properly managing it, including but not limited to removing the HHW from its location on the site, providing appropriate transport vehicles, loading HHW into the transport vehicles, all transport-related cost (such as driver, fuel, tolls, vehicle licensing, insurance), shipping supplies (such as pallets, tie-downs, required placards), maintenance including clean-up of spills and equipment, all paperwork and related materials, (labels, manifests, reports, notifications, signage, authorizations, releases), all disposal-related costs (e.g., assessments, gate, surcharge, management and disposal fees, permits, facility surcharge, taxes) and all HHW transporter administrative and overhead costs (e.g., insurance, postage, office staff, contract preparation and monitoring licenses and permits).												
- Facility staff will be responsible for the proper packing, labeling, tracking and storing of the HHW until it is collected by the HHW Transporter												
Optional: Columns H through K												
MANIFESTED WASTES	WASTE CATEGORY	MO	PO	\$/5-Gal	\$/30-Gal	\$/55-Gal	\$/Cubic Yard Box	Alternative MO	Alternative PO	Alternative Unit (e.g., roll-off box, per bulb, per car battery, per pound, per 275 gal Tote)	\$/ Alternative Unit	
	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	
Flammable & Poison	Flammable Liquid	F1	LO	\$70	\$150	\$180						
	Flammable Solid	F1/LF	LP	\$135						Per Pound	\$4.40	
	Flammable Solid, Spnt. Comb	D1	LP	\$130						Per Pound	\$8.15	
	Flammable Solid, H2O Reactive	D1	LP	\$130						Per Pound	\$8.15	
	Bulked flammable liquids	F1	BU	\$50	\$105	\$180				275 gal Tote	\$850	
	Oil-base Paint Related	F1	LO	\$70	\$125	\$200						
	Oil-base Paint Related	F1	TB				\$525					
	Poison Liquid and Solid	D1	LP	\$75	\$160	\$280	\$850					
	Poison Liquid and Solid	D1	BU	\$75	\$350	\$500						
	Inorganic/Organic Acid	NE	LP	\$70	\$150	\$225						
Acid	Inorganic/Organic Acid	NE	BU	\$70	\$150	\$225				275 gal Tote	\$1,125	
	Inorganic/Organic Acid	D1	LP	\$70	\$150	\$225				Per Pound	\$4.40	
Base	Inorganic/Organic Base	NE	LP	\$70	\$150	\$225						
	Neutral Oxidizer	NE/LF	LP	\$75	\$150	\$225						
Oxidizer	Organic Peroxides	D1	LP	\$125	\$150	\$225				Per Pound	\$5.75	
	Corrosive Oxidizer	D1/NE	LP	\$75	\$150	\$225						
PCB	Other PCB Waste (Ballasts)	D1	LP					RU	LO	Per Pound	\$0.75	
	PBC Containing Paint	RC	TB			\$800						
Aerosol	Corrosive Aerosols	NE, RC	LO	\$70	\$190	\$280	\$660					
	Flammable Aerosols	F1, RC	LO	\$70	\$190	\$280	\$660					
	Cylinders, Comp Gas	D1	LO					RU		Each	\$15	
	Cylinders, Comp Gas	RC	P			\$250						
Other	Poison Aerosols	D1	LO	\$70	\$190	\$280	\$660					
	Latex Paint (Non-recyclable)	LF	TB			\$525						
	Latex Paint (Recyclable)	RC	TB	N/C	N/C	N/C	N/C					
	Latex Paint (Recyclable)	RC	LO	N/C	N/C	N/C	N/C					
	Motor Oil (Contaminated)	RC	BU	\$70	\$150	\$180						
	Motor Oil	RC	BU	\$50	\$175	\$350				275 GAL TOTE	\$1,000	
	Oil Filters	RC	LO	\$25	\$80	\$125	\$463					
	Mercury (metallic) (5g)	RC	LP	\$200	\$1,600	\$2,325						
	Household Batteries (not rechargeable)	LF	LO							PER POUND	\$0.55	
	Household Batteries (not rechargeable)	RC	LO							PER POUND	\$0.85	
Bill of Lading Wastes	Lithium Batteries (rechargeable)	RC	LO							PER POUND	\$1.25	
	LiCad Batteries (rechargeable)	RC	LO							PER POUND	\$0.40	
	Fluorescent Lamps (compact)	RC	LO							PER POUND	\$1.25	
	Fluorescent Lamps (tubes)	RC	LO							LINEAR FOOT	\$0.17	
	Fluorescent Lamps (ballasts)	RC	LO			\$275						
	HID Lamps	RC	LO								\$3.50	
	Asbestos	LF	LO	\$60	\$175	\$220	\$300					
	Class 9(EHS)	D1	DM	\$75	\$190	\$290						
	Hazardous substances	D1	BU	\$75	\$190	\$290						
	Empty Last Contained	LF	LO	\$5	\$15	\$20		RU				
	Non-RCRA Material	LF	LO	\$60	\$175	\$200	\$390					
	Non-RCRA Material	IN, F1	LP	\$70	\$125	\$190	\$495					
	Trash, 40 yd bin	LO	LF				\$400					
	Trash (Recyclables 40 yd bin, boxes, etc.)	RC	PA				\$250					
	Antifreeze	RC	T							PER GALLON	\$0.25	
	Motor Oil/Transmission Fluids	RC	T							PER GALLON	\$1.30	
	Medical Waste (Sharps)	D1	LO							PER POUND	\$4.35	\$0.55*
	Car Batteries	RC	PA	N/C	N/C	N/C	N/C					
	Treated Wood	LF	LO							PER POUND	\$0.28	
	Phone Poles	LF	P							PER POUND	\$0.28	
	Railroad Ties	LF	P							PER POUND	\$0.28	
	UWEDS Covered Devices (TVs, Monitors)	RC	PA	N/C	N/C	N/C	N/C					

* Price for "Medical Waste (Sharps)" reduced to \$0.55 per pound as agreed by the parties per March 9, 2017 email from Stericycle Environmental Solutions.



HHW Transporter's Price List: Part 2 of 3 Parts												
If the prices for Part 2 are the same as the prices for Part 1, you may sign-off here and leave Part 2 blank: Please use Part 1 Prices for Part 2: Name: _____ Title: _____												
Part 2: CESQG Transport and Disposal Costs												
A. For each waste category listed below, indicate the total cost of the various sizes of packing units, packing options and management options												
B. Us N/A (not applicable) to indicate an alternative which is not available or not appropriate.												
C. Clearly indicate any item(s) subject to a minimum charge and when a charge per unit is applicable (e.g., per lamp or propane tank.)												
D. See the key below for descriptions of the various management and packing options.												
Notes: - Prices must include all costs related to the removal of the HHW from the site, getting it to its final destination and then properly managing it, including but not limited to removing the HHW from its location on the site, providing appropriate transport vehicles, loading HHW into the transport vehicles, all transport-related cost (such as driver, fuel, tolls, vehicle licensing, insurance), shipping supplies (such as pallets, tie-downs, required placards), maintenance including clean-up of spills and equipment, all paperwork and related materials, (labels, manifests, reports, notifications, signage, authorizations, releases), all disposal-related costs (e.g., assessments, gate, surcharge, management and disposal fees, permits, facility surcharge, taxes) and all HHW transporter administrative and overhead costs (e.g., insurance, postage, office staff, contract preparation and monitoring licenses and permits). - Facility staff will be responsible for the proper packing, labeling, tracking and storing of the HHW until it is collected by the HHW Transporter.												
Optional: Columns H through K												
MANIFESTED WASTES	WASTE CATEGORY	MO	PO	\$/5-Gal	\$/30-Gal	\$/55-Gal	\$/Cubic Yard Box	Alternative MO	Alternative PO	Alternative Unit (e.g., roll-off box, per bulb, per car battery, per pound, per gallon)	\$/ Alternative Unit	
	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column I	Column J	Column K	
Flammable & Poison	Flammable Liquid	FI	LO	\$70	\$150	\$180				Per Pound	\$4.40	
	Flammable Solid	FU/LF	LP	\$135						Per Pound	\$8.15	
	Flammable Solid, Spnt Comb	DI	LP	\$130						Per Pound	\$8.15	
	Flammable Solid, H2O Reactive	DI	LP	\$130						Per Pound	\$8.15	
	Bulked flammable liquids	FI	BU	\$50	\$105	\$180				275 gal Tote	\$650	
	Oil-base Paint Related	FI	LO	\$70	\$125	\$200						
	Oil-base Paint Related	DI	TB	\$75	\$180	\$280	\$525					
	Poison Liquid and Solid	DI	LP	\$75	\$350	\$500						
	Inorganic/Organic Acid	NE	LP	\$70	\$150	\$225						
	Inorganic/Organic Acid	NE	BU	\$70	\$150	\$225					275 gal Tote	\$1,125
Acid	Inorganic/Organic Acid	DI	LP	\$70	\$150	\$225				Per Pound	\$4.40	
	Inorganic/Organic Acid	NE	LP	\$70	\$150	\$225						
Base	Neutral Oxidizer	NE/LF	LP	\$75	\$150	\$225						
	Organic Peroxides	DI	LP	\$125							Per Pound	\$5.75
PCB	Corrosive Oxidizer	DI/NE	LP	\$75	\$150	\$225						
	Other PCB Waste (Balloons)	DI	LP					RU	LO	Per Pound	\$0.75	
Aerosol	PBC Containing Paint	RC	TB			\$800						
	Corrosive Aerosols	NE, RC	LO	\$70	\$190	\$280	\$660					
	Flammable Aerosols	FI, RC	LO	\$70	\$190	\$280	\$660					
	Cylinders, Comp Gas	DI	LO					RU		Each	\$15	
Other	Cylinders, Comp Gas	RC	P			\$250						
	Poison Aerosols	DI	LO	\$70	\$190	\$280	\$660					
	Latex Paint (Non-recyclable)	LF	TB				\$525					
	Latex Paint (Recyclable)	RC	TB	N/C	N/C	N/C	N/C					
	Latex Paint (Recyclable)	RC	LO	N/C	N/C	N/C	N/C					
	Motor Oil (Contaminated)	RC	BU	\$70	\$150	\$190						
	Motor Oil	RC	BU	\$50	\$175	\$350				275 GAL TOTE	\$1,000	
	Oil Filters	RC	LO	\$25	\$80	\$125	\$463					
	Mercury (metallic) (5g)	RC	LP	\$200	\$1,600	\$2,325						
	Household Batteries (not rechargeable)	LF	LO							PER POUND	\$0.55	
Household Batteries (not rechargeable)	RC	LO							PER POUND	\$0.85		
Lithium Batteries (rechargeable)	RC	LO							PER POUND	\$1.25		
NiCad Batteries (rechargeable)	RC	LO							PER POUND	\$0.40		
Fluorescent Lamps (compact)	RC	LO							PER POUND	\$1.25		
Fluorescent Lamps (tubes)	RC	LO							LINEAR FOOT	\$0.17		
Fluorescent Lamps (ballasts)	RC	LO			\$275							
HID Lamps	RC	LO									\$3.50	
Asbestos	LF	LO	\$60	\$175	\$220	\$390						
Class 9 (EHS)	DI	DM	\$75	\$190	\$290							
Hazardous substances	DI	BU	\$75	\$190	\$290							
Empty Last Contained	LF	LO	\$5	\$15	\$20		RU					
Non-RCRA Material	LF	LO	\$60	\$175	\$200	\$390						
Non-RCRA Material	IN, FI	LP	\$70	\$125	\$190	\$495						
Trash- 40 yd bin	LO	LF				\$400						
Trash (Recyclables 40 yd. bin, boxes, etc.)	RC	PA				\$250						
Bill of Lading Wastes	Antifreeze	RC	T							PER GALLON	\$0.25	
	Motor Oil/Transmission Fluids	RC	T							PER GALLON	\$1.30	
	Medical Waste (Sharps)	DI	LO							PER POUND	\$4.75	
	Car Batteries	RC	PA	N/C	N/C	N/C	N/C					



HHW Transporter's Price List: Part 3 of 3 Parts				
Part 3: Charges for Services				
Below, please provide a list charges for up to ten (10) of the most frequent Special Services provided by the HHW Transporter, including but not limited to charges for such services as managing leaking containers (repacking, over packing, clean-up), pick-ups at location other than the Facility or outside of normal collection days/hours.				
Name of Service	Description of Special Service	Management unit (e.g., hour, weight, mile)	Cost/Unit	Additional
Overpack	Repack / manage leaking containers	Per Each	\$50	
Compressed Gas Cylinders, non-toxic, non-flammable	Compressed Gas cylinder disposal for non-propane, non-fire extinguisher type	Per Each	Cost + 15%	

Exhibit B

REQUIRED PLANS, PROCEDURAL AND POLICY DOCUMENTS, AND DOCUMENTATION

These plans, procedural and policy documents and documentation need to be either developed or updated as required.

1. Abandoned Items Policy/Procedures which addresses items left on property near or adjacent to the site after hours and for abandoned items brought to the Facility by other agencies.
2. Annual Operations Plan/Budget (Annual Plan).
3. Closure/Financial Assurance Plan The format and content of this document shall conform to State requirements. The first draft of this document shall include a section discussing the various compliance options available to the County as well as recommendations.
4. Consolidation/Reuse Plan which identifies and addresses procedures applicable to waste streams for which consolidation/reuse is suitable/permitted/cost-effective (e.g., consolidation of flammables, recycling of latex paint, the Reuse Center).
5. Employee Manual which establishes policies and procedures that address the hiring, training/certification, evaluating, remuneration/benefits and insuring of employees and all employee-related health and safety, data collection and reporting requirements.
6. Facility Library Plan identifies and provides for all required and/or useful manuals, permits, reference material, etc. to be available and easily accessed on-site.
7. First Responders Policy is to allow first responders including the police, fire or health agency employees access to the HHW Facility for disposal of waste collected during normal duties utilizing County issued forms.
8. Hazardous Materials Business Plan including a Hazardous Materials Inventory, Facility Map, Emergency Response Contingency plan and Employee Training Plan. The format and content of this document shall conform to State requirements.
9. Master Management and Operations Plan (Master Plan) that address each Facility-related program, including but not limited to the HHW Facility, Reuse Center, the CESQG, Network (ABOP, Door-to-Door, Drop-Off and Temporary Event Collection Programs), public outreach/education and Sharps programs. The Master Plan shall include computerized templates of any required forms (e.g., surveys, customer release forms, record keeping forms and CESQG manifests/cost estimates, agreements and invoices), computerized systems for tracking/reporting program data, inventories of leasehold improvements, waste intake, storage and a fact sheet and/or informational/promotional brochure suitable for distribution to the public for each program.
10. Municipal Hazardous Waste (HW) Disposal Program allows municipal jurisdictions within Fresno County to expedite the process for disposal of hazardous waste utilizing County issued forms and requiring payment upon hazardous waste delivery.
11. Network Temporary Collection Program or Network Temporary Event utilizes a temporary site for the collection of all the same materials accepted at the HHW Facility. Temporary Program sites will generally be set-up at locations that are at least ten (10) miles away from the HHW Facility and at all 16 participating jurisdictions. This program shall employ properly trained and certified staff and appropriately outfitted and permitted vehicles. Current regulations limit the frequency of Temporary Program collection days and hours and require that the HHW collected at a Temporary Program must

be brought back to the jurisdiction's permitted HHW Facility for consolidation and management within a relatively short time after collection (i.e., 144 hours). The program requires an annual meeting to review the requirements set by the AB 939 MOU Committee for the number of Temporary Program Events. It is anticipated that as many as five (5) locations shall be served each year and may serve up to 400 residents at each location. The plan also calls for the coordination of a call-center, preparation for each event and conducting the event by the CONSULTANT. This includes visiting each proposed site for event feasibility, operating the call-in reservation line, and preparing the Operation Plan required by the CUPA for each event. The COUNTY will advertise the Event and coordinating with the CONSULTANT will prepare and submit application for each event's Permit By Rule (PBR).

12. Outreach/Public Information Program (PR Event) each year of Facility Operation, to be designed and implemented in consultation with the County and the Committee, based upon funding availability.
13. Records/Data Plan which addresses what Facility/program-related data needs to be collected, establishes system(s) for collecting, maintaining and retrieving the data identified and for generating the desired/required reports (e.g., inventory, wastes, equipment, incidents, maintenance/inspections, supplies, warranties/instructions, programs and employee and customer data).

Exhibit C

Hours and Staffing

1. Propose **Business Hours** * during which the public may access the Facility and its services

	Service Year One	Service Year Two	Service Year Three	Service Year Four	Service Year Five
Day of Week	Start/End Times	Start/End Times	Start/End Times	Start/End Times	Start/End Times
Friday (CESQG)	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.
Saturday (Public)	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.	9:00 a.m. – 1:00 p.m.
Total Hours/Week	8	8	8	8	8
Weeks Open/Year **	52	52	52	52	52
Total Hours/Year	416	416	416	416	416

** Please include a reduction based on four (4) County prescribed holidays.

2. Propose the Facility's operating schedule (**Facility Hours** *). The Facility Hours proposed must include adequate time for the Operations Staff to properly and safely operate and maintain the HHW Facility, to implement all the required programs, and to provide the County with all the required services and deliverables. It must also not conflict with the permitted Hours of Operation of the AADS.

	Service Year One	Service Year Two	Service Year Three	Service Year Four	Service Year Five
Day of Week	Start/End Times	Start/End Times	Start/End Times	Start/End Times	Start/End Times
Tuesday (Network Program)	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.
Wednesday (Network Program)	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.
Thursday (Network Program)	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.
Friday (CESQG)	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.
Saturday (Public)	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.	8:00 a.m. – 4:30 p.m.
Total Hours/Week	42.5	42.5	42.5	42.5	42.5
Weeks Open/Year	52	52	52	52	52
Total Hours/Year	2,210	2,210	2,210	2,210	2,210

* Proposed Hours shall also be used for Future Facility (Relocated and New) Services

G:\Public\RFPIFY 2016-17\17-024 Household Hazardous Waste (HHW) Facility Operator\17-024 Exhibit H.doc

3. Propose and describe the total number of **Operations Staff*** to be employed by the FACILITY MANAGER during each Service Year. The services to be provided and bid upon are only those services described in Section III, A (2) that shall be undertaken by the Operations Staff. The number of hours proposed must include adequate time for the Operations Staff to properly and safely operate and maintain the HHW Facility, to implement all the required programs, and to provide the COUNTY with all the required services and deliverables.

Service Year One: Operations Staff

Title	Duties	Hours/Week	Weeks/Month	Weeks/Year
Fri-CESQG/Network HHW Tech (2)	Collect, segregate, labpack waste, traffic control, public interface	32 ea (64 total)	4	52
Sat-Public HHW Tech (3)	Collect, segregate, labpack waste, traffic control, public interface	8 ea (24 total)	4	52
HHW Supervisor (1)	Supervise facility, operation activities & waste removal, compile data	24	4	52
Driver (1)	Mobile collection of sharps, waste removal	16	4	52
Facility Manager (1)	Retain direct control of all facility activities, including Reports to	10	4	52
	County & Network programs implementation			

Service Year Two: Operations Staff:

Title	Duties	Hours/Week	Weeks/Month	Weeks/Year
Fri-CESQG/Network HHW Tech (2)	Collect, segregate, labpack waste, traffic control, public interface	32 ea (64 total)	4	52
Sat-Public HHW Tech (3)	Collect, segregate, labpack waste, traffic control, public interface	8 ea (24 total)	4	52
HHW Supervisor (1)	Supervise facility, operation activities & waste removal, compile data	24	4	52
Driver (1)	Mobile collection of sharps, waste removal	16	4	52
Facility Manager (1)	Retain direct control of all facility activities, including Reports to	10	4	52
	County & Network programs implementation			

Service Year Three: Operations Staff

Title	Duties	Hours/Week	Weeks/Month	Weeks/Year
Fri-CESQG/Network HHW Tech (2)	Collect, segregate, labpack waste, traffic control, public interface	32 ea (64 total)	4	52
Sat-Public HHW Tech (3)	Collect, segregate, labpack waste, traffic control, public interface	8 ea (24 total)	4	52
HHW Supervisor (1)	Supervise facility, operation activities & waste removal, compile data	24	4	52
Driver (1)	Mobile collection of sharps, waste removal	24	4	52
Facility Manager (1)	Retain direct control of all facility activities, including Reports to	10	4	52
	County & Network programs implementation			

* Proposed Staff shall also be used for Future Facility (Relocated and New) Services

Service Year Four: Operations Staff

Title	Duties	Hours/Week	Weeks/Month	Weeks/Year
Fri-CESQG/Network HHW Tech (2)	Collect, segregate, labpack waste, traffic control, public interface	32 ea (64 total)	4	52
Sat-Public HHW Tech (3)	Collect, segregate, labpack waste, traffic control, public interface	8 ea (24 total)	4	52
HHW Supervisor (1)	Supervise facility, operation activities & waste removal, compile data	24	4	52
Driver (1)	Mobile collection of sharps, waste removal	24	4	52
Facility Manager (1)	Retain direct control of all facility activities, including Reports to	10	4	52
	County & Network programs implementation			

Service Year Five: Operations Staff

Title	Duties	Hours/Week	Weeks/Month	Weeks/Year
Fri-CESQG/Network HHW Tech (2)	Collect, segregate, labpack waste, traffic control, public interface	32 ea (64 total)	4	52
Sat-Public W Tech (3)	Collect, segregate, labpack waste, traffic control, public interface	8 ea (24 total)	4	52
HHW Supervisor (1)	Supervise facility, operation activities & waste removal, compile data	24	4	52
Driver (1)	Mobile collection of sharps, waste removal	24	4	52
Facility Manager (1)	Retain direct control of all facility activities, including Reports to	10	4	52
	County & Network programs implementation			

* Proposed Staff shall also be used for Future Facility (Relocated and New) Services

Exhibit D - List of Common Household Hazardous Wastes

CORROSIVES (ACIDS)

Batteries (all types)
 Boric Acid
 Car Battery Acid
 Copper Cleaners
 Etching Solutions
 Ferric Chloride
 Fertilizers *
 Hydrochloric Acid
 Hydrofluoric Acid
 Metal Cleaners
 Muriatic Acid
 Navel Jelly
 Phosphoric Acid
 Pool Acid
 Sheep Dip
 Sodium Bisulfate
 Sulfuric Acid
 Toilet Bowl Cleaners *

CORROSIVES (BASES)

Ammonia and Ammonia Based
 Cleaners
 Battery Terminal Cleaner
 Caustic Soda
 Cess Pool Cleaners *
 Drain Cleaners *
 Household cleaners *
 Lime
 Lye
 Oven Cleaners *
 Sodium Hydroxide
 Window Cleaners

FLAMMABLES & COMBUSTIBLES

Acetone
 Adhesives *
 Aerosol cans
 Air Freshener
 Alcohols
 Artificial Snow
 Asphalt Driveway Topping
 Automotive Body Filler (Bondo)
 (unsolidified)
 Automotive Oils
 Automotive Waxes
 Bar-B-Que Lighter Fluid
 Benzene
 Brake Fluid
 Camphor
 Chrome-Silver Polishes *
 Cutting Oil
 Denatured Alcohol
 Diesel Fuel
 Disinfectants
 Duplicator Fluid
 Enamel Paint (unsolidified)
 Enamel/Oil Base Paint
 Epoxy Paint (unsolidified)
 Ethanol
 Ether
 Ethylene Glycol
 Fiberglass Resins (unsolidified)
 Fingernail Polish and Remover
 Floor/Furniture Polish
 Formaldehyde Solution
 Formalin
 Gasoline
 Glues *
 Grease
 Household Waxes
 Isopropyl Alcohol
 Kerosene
 Lacquer Thinner
 Lacquer Paint (unsolidified)
 Linseed Oil

Liquid Waxes *
 Liquid Sandpaper *
 Liquid Butane
 Methanol
 Naphtha
 Oils
 (petroleum)
 Organic
 Solvents
 Paint Thinners
 Paint Stripper *
 Paraffin Oil
 Pentachloroph
 -enol
 Perfume
 Petroleum Distillates
 Plastic Roof Cement
 Plastic Model Cement
 Polyurethane Paint
 (unsolidified)
 Polyurethane Cement
 (unsolidified)
 Power Steering Fluid
 Primers
 Roofing Cement
 Rug/Upholstery
 Cleaner
 Sealers
 Shellac
 Thinner
 Silicone
 Sprays
 Spot Remover
 Dry Cleaning Fluids
 Thinner
 Tile Cement
 Tire Black
 Toluol/Toluene
 Transmission Fluid
 Transmission Oil
 Turpentine
 Varnish
 Wallpaper Cement
 Windshield Wiper Fluid
 White Gas
 Wood Filler
 Putty
 Wood Stain
 Xylol/Xylene

ORGANIC PEROXIDE

Adhesive Catalysts
 Automotive Body Filler
 Catalyst
 Tree Root/Stump Killer

OXIDIZERS

Ammonium Nitrate
 Bleach
 Calcium
 Hypochlorite
 Chlorates
 Fertilizers *
 Fluorine
 Hair Coloring
 Hydrogen
 Peroxide
 Iodine
 Nitric Acid
 Plant Food
 Potassium
 Permanganate
 Sodium Hypochlorite
 Toilet Bowl Cleaner with
 bleach

POISONS

Ant and Roach Killer
 Anti - Freeze
 Arsenic Compounds
 Automotive Cleaners
 Bacterial Pipe Cleaners
 Bordeaux Mix
 Boric Acid
 Bug Remover
 Chlordane
 Chrome-Silver Polishes *
 Chromium
 Compact Fluorescent Bulbs
 Copper Sulfate
 DDT
 Diazinon
 Dimethylamine Salts
 Disinfectants *
 Dog Repellent
 Ethylene Glycol
 Fertilizers
 Flea Spray/Powder
 Fluorescent Tubes/Balasts
 Fungicides *
 Gopher Killer
 Insect Sprays
 Lead Compounds
 Lice Powder
 Light bulbs (except
 incandescent bulbs)
 Lindane
 Malathion
 Mercury
 Methylene Chloride
 Mole Killer
 Moth Crystals
 Pentachlorophenol
 Pesticides
 Pharmaceuticals
 Plant Food
 Pruning Paint
 Pyrethrins
 Railroad Ties
 Rat Poison
 Rose Dust
 Sheep Dip
 Snail/Slug Killer
 Strychnine
 Tar Remover
 Telephone Poles
 Treated Wood
 Weed and Grass Killer
 Windshield Wiper Fluid

OTHER WASTES

Sharps (needles and lancets)

Asbestos

Pressurized gas cylinders (e.g.,
 BBQ propane tanks, fire
 extinguishers)

Small appliances (e.g., toasters,
 hair dryers, radios, players and
 recorders, office machines,
 computers)

E-Waste (e.g., television sets,
 CRTS, computer monitors)

* check ingredients

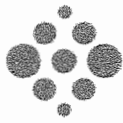
EXHIBIT E

Network Temporary Event Collection Program Costs

Charges for Services

Name of Service	Description of Service	Management unit(e.g., hour, weight, mile)	Base Area Cost/Unit *	Cost/ Additional Resident *	Mid - Distance Cost/Unit **	Cost/ Additional Resident **	Long - Distance Cost/Unit ***	Cost/ Additional Resident ***	Additional Considerations/Conditions
Jurisdiction Notification	Review flyers/advertisement for Event	Per event	N/A	N/A	N/A	N/A	N/A	N/A	
Assist with Permit(s)	Assist County with permit applications (as needed)	Cost per Hour	\$90.00 / hr	N/A	N/A	N/A	N/A	N/A	
Call Center	Operate call center for registering residents	Per 200 resident/event	\$1,400.00	\$7.00 ea	\$1,400.00	\$7.00 ea	\$1,400.00	\$7.00 ea	Stericycle to charge only cost + 15%*
Resident Notification	Postcard (w/ map) inc. postage; or e-mail	Per 200 resident/event	\$250.00	\$2.00 ea	\$250.00	\$2.00 ea	\$250.00	\$2.00 ea	
Equipment	Equipment cost per event	Per 200 resident/event	\$2,000.00	N/A	\$2,500.00	N/A	\$3,000.00	N/A	
Staff	Staff cost per event	Per 200 resident/event	\$5,488.00	\$35.00 ea	\$5,488.00	\$35.00 ea	\$5,488.00	\$35.00 ea	Assume 12 techs, 1 site supervisor for 8 hrs
Solid Waste Disposal	Collection & disposal of solid waste at event	Per 200 resident/event	Cost + 15%	N/A	Cost + 15%	N/A	Cost + 15%	N/A	Assume local solid waste hauler
Transportation & Disposal	Transportation/Disposal of HHW collected at event	See Exhibit A	Exhibit A Cost	N/A	N/A	N/A	N/A	N/A	
Other (list below):									

*Price for Call Center Services revised to "Cost plus 15%" as agreed by the parties per March 9, 2017 email from Stericycle Environmental Solutions.



Stericycle
Environmental Solutions

County of Fresno

Hourly Salary Rate

(To be submitted with the Proposal)

(All rates proposed should be Weighted Rates: including but not limited to taxes, insurance, benefits, vacation, overhead, administration)

Regular Hourly Rate/Overtime Hourly Rate Proposals for Consultant, Facility Manager and Operations Staff *

Hourly Rates
Regular Time
(Between 5:00 a.m. & 6:00 p.m.)

Consult Hourly Rates		Title: Duties: Chemist Hourly Rates		Title: Duties: Site Supervisor Hourly Rates		Title: Duties: Technician Hourly Rates		Title: Duties: Driver Hourly Rates		Title: Duties: Hourly Rates	
\$N/A	\$90.00	\$58.00	\$62.00	\$52.00	\$55.00	\$N/A					

Cost Proposal

- A. The Bidder shall include all costs associated with Scope of Work, Section III (A-E) and the information provided by COUNTY in RFP Exhibit J.
- B. To be considered responsive, the Cost Proposal must use this form (Exhibit M) and complete all of the following three (3) Cost Components:

Cost Component 1: Proposed Total Charges for Facility Manager's Services to be provided for EACH of the three (3) Service Years covered by the Consultant Agreement, including Estimated Cost for Managing more than One Facility

- 1A – Propose the number of hours the FACILITY MANAGER shall require each Service Year to provide the services identified Section III, A (2).
- 1B – Based upon the **hourly rates proposed in RFP Exhibit F** and the number of hours anticipated to provide the requested services, propose the Total Cost of all FACILITY MANAGER Services to be provided during each Service Year. (The FACILITY MANAGER shall be paid based upon the actual hours of service provided at the rates indicated in RFP Exhibit F.) The services to be provided and bid upon are only those services described in Section III, A. (2) that shall be undertaken by the FACILITY MANAGER.
- 1C – Propose the number of incremental hours the FACILITY MANAGER shall require in Service Years Two and beyond to provide the services identified Section III, C per each additional Future Facility (Relocated or New).
- 1D – Based upon the **hourly rates proposed in RFP Exhibit F** and the number of incremental hours anticipated per each additional Future Facility (Relocated or New) requiring the requested services, propose the Total Cost of all FACILITY MANAGER Services to be provided during each Service Year. (The FACILITY MANAGER shall be paid based upon the actual hours of service provided at the rates indicated in RFP Exhibit F.) The services to be provided and bid upon are only those services described in Section III, C that shall be undertaken by the FACILITY MANAGER.

	Service Year One		Service Year Two		Service Year Three		Service Year Four		Service Year Five		
	Estimated Hours	Proposed Costs	Estimated Hours	Proposed Costs	Estimated Hours	Proposed Costs	Estimated Hours	Proposed Costs	Estimated Hours	Proposed Costs	
Estimated Hours	520		N/A		N/A		N/A		N/A		1A
		\$46,800	N/A		N/A		N/A		N/A		1B
Proposed Costs											
Estimated Hours	N/A		520		520		520		520		1C
		\$46,800		\$46,800		\$46,800		\$46,800		\$46,800	1D

Cost Component 2: Proposed Total Charges for Operations Staff Services to be provided EACH of the Service Years

2A – 2E - Propose the Total Cost of all Operations Staff Services to be provided during each Service Year. (The Operations Staff shall be paid based upon the actual hours of service provided at the rates indicated in RFP Exhibit F.) The services to be provided and bid upon are only those services described in Section II, A (2) that shall be undertaken by the Operations Staff. The number of hours proposed must include adequate time for the Operations Staff to properly and safely operate and maintain the HHW Facility, to implement all the required programs, and to provide the COUNTY with all the required services and deliverables

2A - Service Year One: Operations Staff (for proposal assume open to the public once per week)

		Operations Worker	Operations Worker	Operations Worker	Operations Worker	
A	Describe types of Services Provided	Technician – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Technician (Saturday only) – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Site Supervisor – Supervise facility, operation activities & waste removal, compile data, housekeeping	Facility Manager – Retain direct control of all facility activities, reporting to County & Network program implementation	Driver – sharps pickups, waste removal services
B	Hourly Salary Rate	\$52.00	\$52.00	\$62.00	\$90.00	\$55.00
C	No. Hours/Day	8	8	8	2	8
D	No. Days/Week	5	1	3	5	2
E	No. Hours/Week (C*D)	40	8	24	10	16
F	No. Weeks/Year	52	52	52	52	52
G	No. Hours/Year (E*F)	2,080	416	1,248	520	832
H	Total Salary Cost/Year (B*G)	\$108,160.00	\$21,632.00	\$77,376.00	\$46,800.00	\$45,760.00

2B - Service Year Two: Operations Staff (for proposal assume open to the public once per week)

		Operations Worker	Operations Worker	Operations Worker	Operations Worker	Operations Worker
A	Describe types of Services Provided	Technician – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Technician (Saturday only) – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Site Supervisor – Supervise facility, operation activities & waste removal, compile data, housekeeping	Facility Manager – Retain direct control of all facility activities, reporting to County & Network program implementation	Driver – sharps pickups, waste removal services
B	Hourly Salary Rate	\$52.00	\$52.00	\$62.00	\$90.00	\$55.00
C	No. Hours/Day	8	8	8	2	8
D	No. Days/Week	5	1	3	5	2
E	No. Hours/Week (C*D)	40	8	24	10	16
F	No. Weeks/Year	52	52	52	52	52
G	No. Hours/Year (E*F)*	2,080	416	1,248	520	832
H	Total Salary Cost/Year (B*G)	\$108,160.00	\$21,632.00	\$77,376.00	\$46,800.00	\$45,760.00

2C - Service Year Three: Operations (for proposal assume open to the public once per week)

		Operations Worker	Operations Worker	Operations Worker	Operations Worker	
A	Describe types of Services Provided	Technician – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Technician (Saturday only) – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Site Supervisor – Supervise facility, operation activities & waste removal, compile data, housekeeping	Facility Manager – Retain direct control of all facility activities, reporting to County & Network program implementation	Driver – sharps pickups, waste removal services
B	Hourly Salary Rate	\$52.00	\$52.00	\$62.00	\$90.00	\$55.00
C	No. Hours/Day	8	8	8	2	8
D	No. Days/Week	5	1	3	5	3
E	No. Hours/Week (C*D)	40	8	24	10	24
F	No. Weeks/Year	52	52	52	52	52
G	No. Hours/Year (E*F)	2,080	416	1,248	520	1,248
H	Total Salary Cost/Year (B*G)	\$108,160.00	\$21,632.00	\$77,376.00	\$46,800.00	\$77,376.00

2D - Service Year Four: Operations (for proposal assume open to the public once per week)

		Operations Worker	Operations Worker	Operations Worker	Operations Worker	
A	Describe types of Services Provided	Technician – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Technician (Saturday only) – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Site Supervisor – Supervise facility, operation activities & waste removal, compile data, housekeeping	Facility Manager – Retain direct control of all facility activities, reporting to County & Network program implementation	Driver – sharps pickups, waste removal services
B	Hourly Salary Rate	\$52.00	\$52.00	\$62.00	\$90.00	\$55.00
C	No. Hours/Day	8	8	8	2	8
D	No. Days/Week	5	1	3	5	3
E	No. Hours/Week (C*D)	40	8	24	10	24
F	No. Weeks/Year	52	52	52	52	52
G	No. Hours/Year (E*F)	2,080	416	1,248	520	1,248
H	Total Salary Cost/Year (B*G)	\$108,160.00	\$21,632.00	\$77,376.00	\$46,800.00	\$77,376.00

2E - Service Year Five: Operations (for proposal assume open to the public once per week)

		Operations Worker	Operations Worker	Operations Worker	Operations Worker	
A	Describe types of Services Provided	Technician – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Technician (Saturday only) – collect, segregate, labpack waste, traffic control, public interface, housekeeping	Site Supervisor – Supervise facility, operation activities & waste removal, compile data, housekeeping	Facility Manager – Retain direct control of all facility activities, reporting to County & Network program implementation	Driver – sharps pickups, waste removal services
B	Hourly Salary Rate	\$52.00	\$52.00	\$62.00	\$90.00	\$55.00
C	No. Hours/Day	8	8	8	2	8
D	No. Days/Week	5	1	3	5	3
E	No. Hours/Week (C*D)	40	8	24	10	24
F	No. Weeks/Year	52	52	52	52	52
G	No. Hours/Year (E*F)	2,080	416	1,248	520	1,248
H	Total Salary Cost/Year (B*G)	\$108,160.00	\$21,632.00	\$77,376.00	\$46,800.00	\$77,376.00

Cost Component 3: Proposed Total Charges for Staff Services to Assist if the County elects to Relocate or Expand the Number of Facilities based per Facility

3A - Propose the Total Cost of all Charges for Staff Services to be provided for HHW Facility Relocation or Expansion Services and Responsibilities per Facility. (The Staff shall be paid based upon the actual hours of service provided at the rates indicated in RFP Exhibit F.) The services to be provided and bid upon are only those services described in Section III, C that shall be undertaken by the Staff. The number of hours proposed must include adequate time for the Staff to properly provide development, design, permitting and support regulatory issues for relocation or development per HHW Facility, and to provide the COUNTY with all the required services and deliverables

3A - Staff (for proposal assume development of one new HHW Facility)

	Staff:	Staff:	Staff:	Staff:	Staff:	Staff:
A	Describe types of Services Provided	Technician – load all remaining waste at facility, unload at new location, housekeeping at both locations	Driver – transport waste from old facility to new location, assist in loading and unloading of waste	Site Supervisor – Supervise all relocation activities, assist in loading and unloading of waste	Facility Manager – Oversee all activities for relocation, site follow up	
B	Hourly Salary Rate	\$52.00	\$55.00	\$62.00	\$90.00	\$
C	No. Hours/Day	8	8	8	2	
D	No. Days/Week	3	3	3	5	
E	No. Hours/Week (C*D)	24	24	24	10	
F	No. Weeks/Year	1	1	1	1	
G	No. Hours/Year (E*F)	24	24	24	10	
H	Total Salary Cost/Year (B*G)	\$1,248.00	\$1,320.00	\$1,488.00	\$900.00	\$

County Assumptions

Your proposals should reflect the following assumptions:

Program Assumptions

Facility Programs (Drive-through and drop, CESQG, Reuse Center, First Responders, Municipal HW)

	Service Year One	Service Year Two	Service Year Three	Service Year Four	Service Year Five
	1700	2500	3000	3500	4000

- ♦ Estimated Number of Participants (Annual)
- ♦ CESQG disposal costs are paid by participants
- ♦ Municipal Hazardous Waste (HW) disposal costs are paid by participants.
- ♦ First Responders will be allowed access to the site.
- ♦ Mobile Events will be between 2 to 5 per year. Each event is anticipated to serve 200-400
- ♦ Facility Hours must accommodate implementation of all programming, reporting and regulatory requirements, management of HHW and maintenance of Facility
- ♦ Facility Hours must comply with the Hours of Operation for the American Avenue Disposal Site
- ♦ Business Hours: The Facility will be open to the public at least once per week.
- ♦ CESQGs and Municipalities will access the Facility on Fridays and residential participants will access the Facility on Saturdays.

Local Network Drop-off Program

	Service Year One	Service Year Two	Service Year Three	Service Year Four	Service Year Five
No. of Drop Points	50	70	90	110	130

- ♦ Items accepted limited to sharps, e-waste, batteries and lamps (basically UW)
- ♦ No charge to County for management of monitors and television sets
- ♦ Paint will be directed to PaintCare Program at no cost to County
- ♦ Used oil will be directed to Certified Center Program at no cost to the COUNTY.
- ♦ Collection Routes to service Drop-off Points: Each collection trip is anticipated to serve several Points. It is anticipated that by scheduling two trips each week the Facility is open (e.g., one Thursday morning and one Friday morning) the UW can be collected from all of the Points on a
- ♦ The ABOP Collection Program will be initiated with this contract. There are currently no ABOP sites or collection routes established within the the jurisdictions. County and Consultant will
- ♦ DTD participants will be few in number; associated disposal costs to be included in proposed overall Facility Program Costs

Exhibit I

Conflict of Interest

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

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THIS DOCUMENT IS CURRENT THROUGH REGISTER 2001, NO. 40, OCTOBER 5, 2001 *

TITLE 2. ADMINISTRATION

DIVISION 6. FAIR POLITICAL PRACTICES COMMISSION

CHAPTER 7. CONFLICTS OF INTEREST

ARTICLE 2. DISCLOSURE

2 CCR 18730 (2001)

18730. Provisions of Conflict of Interest Codes

(A) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Government Code section 87300 or the amendment of a conflict of interest code within the meaning of Government Code section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Government Code sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Government Code section 87100, and to other state or local laws pertaining to conflicts of interest.

(B) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

Section 3. Disclosure Categories.

(3) This code does not establish any disclosure obligation for those designated employees are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

a. The geographical jurisdiction of this agency is the same as or is wholly included within jurisdiction of the other agency;

b. The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Government Code section 87200; and

c. The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(a) Initial Statements, All designated employees employed by the agency on the effective date of this

code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(b) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(c) Annual Statements. All designated employees shall file statements no later than April 1.

(d) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements. Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property exceeds two thousand dollars (\$2,000), exceeds ten thousand dollars (\$10,000), exceeds one hundred thousand dollars (\$100,000), or exceeds one million dollars (\$1,000,000).

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating five hundred dollars (\$500) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), greater than ten thousand dollars (\$10,000), or greater than one hundred thousand dollars (\$100,000);

3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;
2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(A) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$320.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$320 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office,
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed five hundred dollars (\$500) at any given time.
4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.
2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(F) (8.4) Section 8.4. Personal Loans."

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.
2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:
 - a. The date the loan was made,
 - b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.
 - c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth two thousand dollars (\$2,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth two thousand dollars (\$2,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars (\$500) or more in value provided to, received by or promised to the designated employee within

12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$320 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services or 18705.2(c) totaling in value one thousand dollars (\$1,000) or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

¹Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

²See Government Code section 81010 and 2 Cal. Code of Regs. section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

AUTHORITY: Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY:

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14). Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed i-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)l. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 4-6). '
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative li-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).
9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5,5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect re-designating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b) (8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14- 95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4- (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1) (B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).
18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4-(d) (Register 98, No. 35).
19. Editorial correction of subsection (a) (Register 98, No. 47),
20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).
21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).
22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001, Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, non-published decision, April 27, 1992 (FPPC regulations only subject to 1974- Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).
23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)l.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to Fair Political Practices Commission v. Office of Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, non-published decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

EXHIBIT J

SELF-DEALING TRANSACTION DISCLOSURE (FINANCIAL)

Non-corporate bidders may disregard this section.

Bidders shall complete a SELF-DEALING TRANSACTION DISCLOSURE FORM, provided herein, for each applicable corporate director of the bidding company. The signed form(s) shall be submitted as a part of the company's proposal or quotation.

Complete the form and indicate "NONE" under part 3 when your company is a corporation and no directors are involved with a Self-Dealing Transaction. The form must be signed by an individual authorized to legally bind the corporation when no directors have a Self-Dealing Transaction.

DISCLOSURE OF SELF-DEALING TRANSACTIONS: The following provision will be incorporated into ensuing agreements. It shall apply only when the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, CONTRACTOR changes its status to operate as a corporation.

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form (Exhibit #) and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.

SELF-DEALING TRANSACTION DISCLOSURE FORM INSTRUCTIONS

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing the disclosure form.

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Codes.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Form provided on following page.

SELF-DEALING TRANSACTION DISCLOSURE FORM

(1) Company Board Member Information:

Name: _____ Date: _____

Job Title: _____

(2) Company/Agency Name and Address:

(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)

(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a)

(5) Authorized Signature

Signature: _____ Date: _____

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