

AMENDMENT TO CONTRACT

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The County of San Benito ("COUNTY") and CSG Consultants, Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated May 1, 2015.

b. Prior Amendments. (Check one.)

☐ The initial contract previously has not been amended.

☒ The initial contract previously has been amended. The date(s) of prior amendments are as follows: June 16, 2015, June 28, 2016

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☐ The term of the original contract is not modified.

☒ The term of the original contract (Exhibit 1) is extended from the current expiration date of June 30, 2016, to a new expiration date of June 30, 2017.

b. Scope of Services. (Check one.)

☐ The services specified in the original contract (Exhibit 1) are not modified.

☒ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The services specified in the original contract are modified only as specified below:

Modified or New Scope of Services:

As specified in Contractor's proposal dated 6/24/16 (Exhibit 2) the scope of services shall include:

- Manage/Implement Programs to Meet State Mandates AB 939, AB 341, AB 1826, etc. for Regional Agency. (Ongoing projects, deadlines per legislation)
- Complete Reporting Requirements per CalRecycle including Regional Agency Summary Plan. (Ongoing projects and annual reporting deadlines)
- Manage Compliance/Oversight of Landfill Agreement. (Ongoing project)

- Manage Franchise Agreement for Residential & Commercial Solid Waste /Recyclables Collection (currently held by Recology.) Manage RFP/procurement process for franchised hauler. (Ongoing project and deadline approaching for franchise agreement.)
- Manage Household Hazardous Waste (HHW) Program. (ongoing)
- Manage Outreach and Education Program to meet AB 939¹ (ongoing)
- Manage IWM Budget² and report to Regional Agency Local Task Force (ongoing)
- Manage Illegal Dumping Abatement Program in coordination with City of Hollister. (ongoing)
- Manage IWM Participation in the Recycling Market Development Zone. (ongoing)
- Manage/facilitate the Local Task Force (advisory task force for IWM). (ongoing)

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

(Insert new services.)

c. Payment Terms. (Check one.)

☐ The payment terms in the original contract (Exhibit 1) are not modified.

☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

Modified or New Payment Terms:

(Insert modified or new payment terms.)

IWM Project Task	Hours	Cost	Requirements
1. COMPLIANCE WITH STATE MANDATES: County is lead agency for Regional Agency to comply with state mandates for solid waste, diversion and HHW. 50% diversion compliance requirement for Regional Agency and additional compliance requirements per AB 341, SB 901, AB 1826, AB 1594 and AB 856.	21	1,890.00	AB 939, AB 341, AB 1826 requirements reported to CalRecycle in Annual Report. Cost Sharing Agreement (CSA) requires the County as lead agency to meet AB 939 and additional legislation and be reimbursed by jurisdictions for work completed. Ongoing compliance requirements. Annual Report due to State agency, CalRecycle on 8/1/16
2. SAN BENITO COUNTY REGIONAL AGENCY IWM SUMMARY PLAN (RAIWMP) REVIEW COMPLETION: Public Resources Code (PRC) Section 41770 and 41822 requires review of Regional Agency Summary Plan for submittal to CalRecycle (State Agency).	157	21,490.00	Regional Agency IWM Plan (RAIWMP) is to submit report to CalRecycle for review/approval or disapproval. Plan per compliance with PRC Sections 41770 and 41822. Due 2016. CalRecycle reporting (State) requirement.
3. LANDFILL ANALYSIS Landfill financial analysis per Ad Hoc Committee direction	185	30,450.00	Requirement per Landfill agreement project review. Analysis per Ad Hoc Committee direction.
4. LANDFILL AGREEMENT PROJECT: A. Landfill Diversion Planning per Summary Plan and Landfill Agreement. B. Ordinance development for tonnage fee.	160	26,200.00	Per Ad Hoc Committee direction. Due 2016

¹ AB 939 hierarchy prioritizes source reduction, reuse, recycling and composting over landfilling waste.

² Accounting includes 67% reimbursement from Hollister (64%) and San Juan Bautista (3%) for County's Regional Agency costs.

C. Landfill gas to energy document review D. Landfill Depletion Fee analysis.			
5. FRANCHISE AGREEMENT (SOLID WASTE, RECYCLING, ORGANICS COLLECTION) PROCUREMENT PROCESS <ul style="list-style-type: none"> • Develop programs, performance standards, reporting requirements, diversion requirements for Regional Agency franchise agreement (assumes model agreement for three jurisdictions). • Write RFP documents, meetings w/ Committee and Board, Complete evaluation documents for committee, Develop preliminary report for presentation to committee, Develop reports for committee and BoS consideration. 	285	46,050.00	Franchise agreement with Recology is expiring 2018. Develop franchise agreement and RFP documents for Regional Agency. 2016 initiation of for procurement process.
6. HOUSEHOLD HAZARDOUS WASTE PROGRAM MANAGEMENT Per Cost Sharing Agreement (CSA) requirements.	15	1,950.00	Agreement for HHW management includes Small Quantity Generator Program Report, Stericycle Reporting. Per CSA requirements, due November 2016
7. IWM BUDGET ADMINISTRATION Accounting of revenues (franchise fees, landfill depletion fees, hauler fees). Provide quarterly report to Local Task Force and Board of Supervisors regarding revenues/expenditures. Provide document and framework to County staff for their staff's ongoing management.	610	89,100.00	Per Cost Sharing Agreement County is to provide quarterly report for all cost accounting and strict accountability for all funds received and dispersed. County is reimbursed for Regional Agency costs 67% by Hollister (64%) SJB (3%). Specific programs for reimbursement detailed in CSG agreement. Ongoing administration; Report to Board of Supervisors is ongoing
8. CLASS I PROJECT OVERSIGHT. Class I permit renewal application with DTSC is in final stages of completion.	20	2,600.00	Staff / Mark Wheeler completing permit Renewal for Class I landfill.
9. PUBLIC EDUCATION AND OUTREACH FOR REGIONAL AGENCY. Per Cost Sharing Agreement.(CSA)	25	3,250.00	Per Cost Sharing Agreement complete outreach and education Electronic and print media
10. RECYCLING MARKET AND DEVELOPMENT ZONE. Per Cost Sharing Agreement (CSA)	25	3,250.00	no deadline
11. GRANTS ADMINISTRATION AND CITY / COUNTY PAYMENT PROGRAM. Per Cost Sharing Agreement (CSA)	30	3,900.00	Per Cost Sharing Agreement complete grants for Regional Agency. Grants for 2016 and 2017.
12. LOCAL TASKS FORCE MEETINGS WITH CITY OF HOLLISTER AND SAN JUAN BAUTISTA, CITY STAFF, BOARD OF SUPERVISORS, AD HOC COMMITTEE.	30	3,900.00	Per Cost Sharing Agreement
	1563	234,030.00	

- ☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$234,030.00

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
☐ The following specific terms of compensation shall apply:
(Specify)

d. Other Terms. (Check one.)

- ☐ There are no other terms of the original contract that are modified.
☒ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

Paragraph 8 of the original contract is hereby amended to change the County's designated Contract Administrator as follows:

Contract Administrator for COUNTY:

Name: Brent Barnes
Title: Resource Management Agency Director
Address: 2301 Technology Parkway
Hollister, CA 95023
Telephone: 831.636.4170 x266
Fax: 831.636.4176
Email: bbarnes@cosb.us

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR

Cyrus Kianpour, President

Date

COUNTY
San Benito County Board of Supervisors

Robert Rivas, Chair

Date

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

Shirley L. Murphy, Deputy County Counsel

Date

EXHIBIT 1
TO AMENDMENT # 3

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

**EXHIBIT 2
TO AMENDMENT # 3**

**CONTRACTOR'S
PROPOSAL**