

AMENDMENT TO CONTRACT

6

The County of San Benito (“COUNTY”) and CSG Consultants (“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, July 26, 2016, June 13, 2017, and May 8, 2018

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, 2019, to a new expiration date of June 30, 2020.

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 Scope of Services:

The Scope of Services in Attachment A of Amendment to Contract #6 are in addition to the Original Contract Scope of Services and all subsequent Amendments to the Original Scope of Services.

(Please see Attachment A to this Amendment to Contract #6.)

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

New Scope of Services:

(Please see Attachment A to this Amendment to Contract #6.)

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 Payment Terms:

(Please see Attachment B to this Amendment to Contract #6.)

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 _____,

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:

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.)

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:

CSG Consultants

By: Cyrus Kianpour/ President

Date

COUNTY:

San Benito County Board of Supervisors

By: Mark Medina, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office

By: G. Michael Ziman, Deputy County Counsel

Date

ATTACHMENT A
Additional Scope of Services
(Amendment to Contract #6)

Upon approval of this Amendment to Contract No. 6, Contractor, for County's benefit shall provide the following additional consulting services for the Integrated Waste Management Program Management and Technical Services for the 2019-2020 fiscal year:

The services includes program requirements to meet mandates as enforced by the State Agency, CalRecycle for solid waste and household hazardous waste management, and required projects defined in the IWM Joint Powers Agreement (JPA) and the IWM Cost Sharing Agreement (CSA). The County, per the JPA and CSA, is the lead agency for the IWM Regional Agency for Regional Agency members, Cities of Hollister and San Juan Bautista.

The Scope of Work detail is attached, and the summary of tasks is below:

- IWM Program Management to Meet AB 939, AB 341, AB 1594, AB 1826, SB 1383 and HHW requirements
- Franchise Agreement Compliance and Reporting
- CalRecycle Compliance Reporting/ Audits and Disposal Reporting Requirements
- Summary Plan Report to Meet AB 939 Requirements
- Training and technical expertise for new Recycling Coordinator
- Landfill Agreement Compliance and Disposal Reporting
- Regional Agency Programs including Green Business, Grants administration, and budget management
- Technical expertise and management for local processing/ infrastructure project
- C&D technical training for CalGreen code compliance
- Non-exclusive franchise agreement compliance for haulers and reports
- Review of the JPA Agreement and CSA and recommendations for improvement of governance, oversight and transparency
- Updates to the County Code to reflect changes to the Franchise Agreement and Non-Exclusive Franchise Agreement

END OF ATTACHMENT A.

ATTACHMENT B
Modified Payment Schedule
(Amendment to Contract #6)

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 Attachment A.
- 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 this 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 \$ 1,219,192.00

to add additional compensation in an amount not to exceed \$259,853.00 to the Original Contract amount (as previously amended to date, \$959,339.00) for the modified scope of services described in Attachment A (Scope of Services) to Amendment to Contract #6; and pursuant to the special compensation terms specified in the Attachment B to Amendment to Contract #6.

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

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

Of the \$259,853.00 Amendment amount, an estimated \$111,891.00 is reimbursable by the Regional Agency Members (City of Hollister and City of San Juan Bautista) leaving \$147,962.00 as the County's FY share of Costs.

END OF ATTACHMENT B.

**EXHIBIT 1
TO AMENDMENT # 6**

**ORIGINAL
CONTRACT**

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

AMENDMENT TO CONTRACT

5

The County of San Benito ("COUNTY") and CSG Consultants ("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; July 26, 2016; and June 13, 2017.

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, 2018, to a new expiration date of June 30, 2019.

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:

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

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract, as previously amended (Exhibit 1) is hereby further modified to add additional compensation in the amount of \$339,009.00 for services to be provided during the remainder of FY2017-18 and all of FY2018-19. Paragraph B-3 is hereby amended to read as follows:

B-3. Compensation

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$748,712.00 _____, comprised of the following amounts:

• original contract	\$10,000.00
• 1 st amendment	\$125,000.00
• 2 nd amendment	\$0.00
• 3 rd amendment	\$23,403.00
• 4 th amendment	\$251,300.00
• 5 th amendment	\$339,009.00

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

Except as expressly modified in this amendment, all other payment terms set forth in Attachment B to the original contract, as previously amended (Exhibit 1) shall remain in full force and effect.

- 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 \$ _____,

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.)

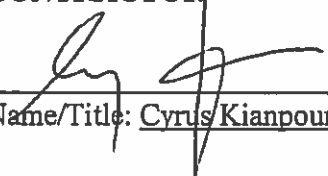
- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

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

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

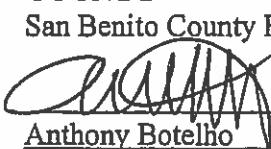



 Name/Title: Cyrus Kianpour / President

04-11-18

 Date

COUNTY

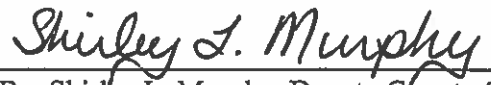
San Benito County Board of Supervisors
 

 Anthony Botelho, Chair

5/8/18

 Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office


 By: Shirley L. Murphy, Deputy County Counsel

April 13, 2018

 Date

AMENDMENT TO CONTRACT

4

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, July 26, 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 July 1, 2017, to a new expiration date of June 30, 2018.

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:

Scope of Services IWM Project Management

- Manage & Implement Programs to Meet State Mandates AB 939, AB 341, AB 1826, etc. for Regional Agency Members and mandate deadlines
- Complete Compliance Reporting Requirements to state enforcement agency, CalRecycle
- Manage Compliance & Oversight of Landfill Operating Agreement including reporting of in-county and out-of-county tonnage, COLA, COL and facilitate meetings with operator
- Manage Franchise Agreement Compliance for Residential/Commercial Solid Waste & Recyclables Collection
- Manage Household Hazardous Waste (HHW) Program and collection events
- Manage Grant Program, City/County Payment Program and Outreach and Education Program for Regional Agency and Facilitate Local Task Force Meetings

- Coordinate IWM Budget with County staff and provide reports to Board of Supervisors and Regional Agency Members
- Complete Summary Plan (SRRE) Planning Reporting Documents to CalRecycle
- Manage IWM Participation in the Recycling Market Development Zone
- Provide training and oversight for Recycling and Resource Recovery Coordinator
- Manage compliance with JPA and Regional Agency Cost Sharing Agreement
- Provide Board of Supervisors and Regional Agency member updates on IWM Progress Report

Scope of Services IWM Technical Strategic Program Implementation

- Complete Landfill Operating Agreement amendment and related work
- Complete Franchise Agreement (Solid Waste, Recycling, Organics Collection) procurement process
- Analysis of local processing infrastructure at the Resource Recovery Park (*optional task with separate proposal to be submitted to the County for consideration*)
- Complete modifications to Non-Franchise Agreement and Transportation Agreement to make consistent with changes to Franchise Agreement
- Complete Regional Agency Joint Powers Authority Document Review for Board and Regional Agency Member Review and Modification
- IWM budget administration
- On-call technical support as directed by County staff

- **IWM Project Management (for IWM Manager vacant position)**

<u>IWM Project Task</u>	<u>Hours</u>	<u>Hourly Rate at \$140/hour</u>	<u>Cost</u>	<u>IWM Requirements</u>
1. MANAGE PROGRAMS/REPORT COMPLIANCE WITH STATE MANDATES FOR REGIONAL AGENCY. 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.	49	\$140	\$6,860	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.
2. COMPLETE 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.	65	\$140	\$9,100	Regional Agency IWM Plan (RAIWMP) is to submit report to CalRecycle for review/approval. Plan per compliance with PRC Sections 41770 and 41822. CalRecycle reporting (State) requirement.
3. COMPLETE LANDFILL OPERATING AGREEMENT COMPLIANCE Complete in county and out of county tonnage and revenue analysis, permit and reporting compliance.	71	\$140	\$9,940	State mandates for reporting requirements. Verification of landfill operating agreement.
4 MANAGE FRANCHISE AGREEMENT (SOLID WASTE, RECYCLING, ORGANICS COLLECTION) COMPLIANCE. Oversee compliance of programs in current franchise agreement. Provide Board and Regional Agency updates.	68	\$140	\$9,520	Complete franchise agreement compliance reporting. Complete on site meetings with Recology staff on quarterly or more frequent basis.
5. COMPLETE HOUSEHOLD HAZARDOUS WASTE PROGRAM MANAGEMENT Per Cost	27	\$140	\$3,780	Agreement for HHW management includes Small Quantity Generator Program Report, Stericycle Reporting.

Sharing Agreement (CSA)				Per CSA requirement.
6. IWM BUDGET ADMINISTRATION Accounting of revenues (franchise fees, landfill depletion fees, hauler fees). Provide updates to staff revenues/expenditures and provide document and framework to County staff for staff's ongoing management.	84	\$140	\$11,760	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.
7. TRAINING AND OVERSIGHT OF RECYCLING COORDINATOR	97	\$140	\$13,580	Train new coordinator for transition to permanent staff. Develop workplan, goals and objectives. Weekly progress report meetings.
8. PUBLIC EDUCATION AND OUTREACH FOR REGIONAL AGENCY. Per Cost Sharing Agreement.(CSA)	25	\$140	\$3,500	Per Cost Sharing Agreement complete outreach and education Electronic and print media
9. RECYCLING MARKET AND DEVELOPMENT ZONE. Per Cost Sharing Agreement (CSA)	15	\$140	\$2,100	Develop RMDZ and green business program
10. GRANTS ADMINISTRATION AND CITY / COUNTY PAYMENT PROGRAM. Per Cost Sharing Agreement (CSA)	30	\$140	\$4,200	Per Cost Sharing Agreement complete grants for Regional Agency.
11. LOCAL TASKS FORCE MEETINGS WITH CITY OF HOLLISTER AND SAN JUAN BAUTISTA, CITY STAFF, BOARD OF SUPERVISORS, AD HOC COMMITTEE.	84	\$140	\$11,760	Per Cost Sharing Agreement, meeting with Local Task Force.
Total All Tasks	615	\$140	\$86,100	

IWM Technical Strategic Program Implementation

IWM Technical Strategic Program Implementation Scope and Budget						
Description	Kathleen Gallagher	Kevin McCarthy	SVM	CSG Totals		Requirements
IWM Project Task	\$140	\$175	\$225	Hours	Cost	
1. LANDFILL OPERATING AGREEMENT AMENDMENT: A. Prepare staff reports and briefings to Ad Hoc committee and BoS on landfill negotiations approach, strategy and results. B. Manage negotiation process and meetings with Waste Connections. C. Prepare draft amendments to the Operating Agreement; assume legal review by County staff and/or special counsel. D. Complete financial analysis and projections of revenue from new Agreement.	130	130		260	\$40,950	Per Ad Hoc Committee as soon as feasible to complete. Projected schedule would be for Board of Supervisors consideration of approval of amendments in fall 2017.
Subtotal	130	130	0	260	\$40,950	

<p>2. FRANCHISE AGREEMENT (SOLID WASTE, RECYCLING, ORGANICS COLLECTION) PROCUREMENT PROCESS: Write and release final RFP documents, manage RFP addendum process, manage proposal evaluation process, manage contractor selection process and manage final negotiations of Franchise Agreement. meetings. This task covers meetings with RA Members and an adhoc committee throughout process. Includes final negotiation of fees to be included in the rates and setting of initial solid waste rates upon start of the new Franchise Agreement. The budget includes hours for a subcontractor, SloanVazquezMcAfee, to complete the analysis of each cost proposal submitted by each proposer; assumes up to 4 proposals. <u>The budget does not include hours for assistance during the new contractor implementation of new services and rollout.</u></p>	100	250	120	470	\$84,750	Franchise Agreement with Recology is expiring 6/30/18. Manage Franchise Agreement sole source negotiations process and/or competitive procurement process through execution of a revised Franchise Agreement. <u>If a competitive procurement process is not completed, then the revised budget would be \$40,000. The final amount billed under this task will be reimbursed by the franchised hauler.</u>
Subtotal	100	250	120	470	\$84,750	
<p>3. ANALYSIS OF LOCAL PROCESSING INFRASTRUCTURE AT THE RESOURCE RECOVERY PARK: Prepare a conceptual site plan and layout and preliminary cost estimates for a recyclables processing and drop-off center at the Resource Recovery Park. Currently, there is no full-service recyclables processing facility in San Benito County. Small amounts of source separated recyclables are processed by RJR Recycling in Hollister but this facility is too small and not permitted to handle larger volumes of mixed recyclables collected from residents by Recology.</p>					TBD	The proposed facility would fill a critical local infrastructure gap as currently recyclables are shipped out of County as far away as San Jose for processing. Based on the results of this phase of work, the County would decide whether to proceed with more detailed engineering and facility planning work.
Subtotal	0	0	0	0	\$0	
<p>4. MODIFY NON-FRANCHISE AGREEMENT AND TRANSPORTATION AGREEMENT TO MAKE CONSISTENT WITH CHANGES TO FRANCHISE AGREEMENT: There is currently overlapping requirements and scope between the Franchise Agreement, Non-Franchise Agreement and Transportation Agreement. Modifications will be made to sync all three Agreements and ensure proper enforcements mechanisms are in place.</p>	20	40		60	\$7,800	Modifications to the Franchise Agreement will require changes to the Non-Franchise Agreement and Transportation Agreement to ensure consistency and accuracy of scope.
Subtotal	20	40	0	60	\$7,800	
<p>5. REGIONAL AGENCY JOINT POWERS AUTHORITY: A. Review the JPA and Cost Sharing Agreement and recommend changes to address governance and other related issues.</p>	20	40		60	\$9,800	The current JPA does not specify a governing body nor any bylaws or how to Regional Agency is to operate. The Cost Sharing Agreement assumes the Local Task Force (LTF) will review budget and contractual issues related to the Regional agency, however, this is an unworkable situation given that solid waste contractors are members of the LTF.
Subtotal	20	40	0	60	\$9,800	

6. IWM BUDGET ADMINISTRATION A. Analysis of revenues (franchise fees, landfill depletion fees, hauler fees) and identify opportunities for increased fee revenues through enforcement of agreements. B. Provide quarterly report to Board of Supervisors as requested regarding revenues/expenditures.	20	20		40	\$6,300	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%).
Subtotal	20	20	0	40	\$6,300	
7. On-Call IWM Technical Assistance This task is for on-call IWM technical assistance only as directed by County staff for specific tasks or projects.	60	60		120	\$15,600	This task provides County staff the flexibility to direct CSG staff to perform specific tasks not identified above under Tasks 1-6. <u>CSG will not bill any time to this task unless directed by County staff.</u>
Subtotal	60	60	0	120	\$15,600	
	350	540	120	1010	\$165,200	

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:

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the contract is modified to add additional compensation in the amount not to exceed \$251,300.00 for the additional services to be provided during Fiscal Year 2017-2018 under this Amendment #4. Paragraph B-3, as modified, shall read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
- a total sum not to exceed \$251,300.00 for the 2017-2018 fiscal year (7/1/2017-6/30/2018),

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.

Paragraph B-4 (Special Compensation Terms) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add compensation for the additional tasks set for below in this Amendment #4. Paragraph B-4, as modified, shall read as follows:

B-4. SPECIAL COMPENSATION TERMS

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

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$251,300.00; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are set forth in this Amendment #4 in paragraph 2(b).

In the event there is an unanticipated cost overrun on any particular task, then the CONTRACTOR may request, and the County Administrative Officer may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.

- 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 \$ _____,

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: Louie Valdez
Title: Management Analyst CAO Office
Address: 481 4th Street
Hollister, CA 95023
Telephone: 831.636.4000 x18
Fax: 831.636.4176
Email: lvaldez@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

06-06-17

Date

COUNTY
San Benito County Board of Supervisors

Jaime De La Cruz, Chair

Date

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



Erin E. Liem, Deputy County Counsel

June 6, 2017

Date

AMENDMENT TO CONTRACT

3

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 (RAIWM) 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 (RAIWM) 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 • 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

July 20th, 2016
Date

COUNTY
San Benito County Board of Supervisors


Robert Rivas, Chair

7/20/16
Date

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


Shirley L. Murphy, Deputy County Counsel

7/20/16
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.)

SCOPE OF SERVICES

Technical Support for San Benito County Integrated Waste Management (IWM)

CSG will provide the County with this Scope of Services for technical support to complete the required IWM responsibilities per the County's lead agency role as defined in the *San Benito County Integrated Waste Management Regional Agency Cost Sharing Agreement¹ (CSA)*. The County and the Cities of Hollister and San Juan Bautista formed a joint powers authority (JPA) and Regional Agency to meet the state recycling mandate, AB 939 and additional solid waste related legislative requirements. Per the CSA, the County is to provide programmatic costs, personnel, program implementation, and report compliance to the State's enforcement department (CalRecycle). The CSA states the County's IWM Program is to complete the following tasks, the required timelines for these tasks are provided in parentheses.

1. **Manage and Implement Programs to Meet State Waste Reduction Mandates.** These mandates include AB 939, SB 1016, AB 341, AB 1826 and other requirements for the San Benito County Regional Agency. (Ongoing projects to meet mandates and deadlines are completed per legislation).
2. **Complete Compliance Reporting Requirements to CalRecycle.** Reporting requirements include the Regional Agency Annual Report, the Regional Agency Summary Plan and other requirements. (Ongoing projects to document compliance and reporting per legislative deadlines).
3. **Manage Compliance/Oversight of Landfill Agreement.** (Ongoing project per the CSA).
4. **Manage Franchise Agreement for Solid Waste /Recyclables Collection and Processing.** Manage procurement process for franchise. (Ongoing project and deadline approaching for franchise agreement).
5. **Manage Household Hazardous Waste (HHW) Program.** (Ongoing responsibilities per the CSA).
6. **Manage AB 939 Outreach and Education Program.** (Ongoing responsibilities per the CSA).
7. **Manage IWM Budget.**² Report to Regional Agency Local Task Force (Ongoing responsibilities per the CSA).
8. **Manage Illegal Dumping Abatement Program.** (Ongoing responsibilities per the CSA).
9. **Manage IWM Participation in the Recycling Market Development Zone.** (Ongoing responsibilities per the CSA).
10. **Facilitate the Local Task Force for Solid Waste Issues.** Advisory Task Force (Ongoing responsibilities per CSA).

County is Lead Agency for IWM Regional Agency to Meet State Mandates

State mandates and regulations regarding solid waste, recycling, household hazardous waste (HHW), electronics, landfills, reporting and organics have grown in number and in complexity. The JPA and CSA detail the specific County responsibilities as the lead agency for the IWM Program that include management of waste programs to meet state mandates, ensure accuracy in cost accounting of IWM revenues, manage compliance for the landfill agreement, manage the solid waste/recycling collection and processing franchise agreement, protect the environment and ensure strategic planning. The following mandates are a partial list of the solid waste legislative requirements:

AB 939 Integrated Waste Management Act. Mandates jurisdictions meet 50% diversion by 2000 and maintain thereafter. The California Department of Resources Recycling and Recovery (CalRecycle) enforces and determines compliance.

¹ The Cost Sharing Agreement (CSA) approved in 2006 and the Joint Powers Authority (JPA) was approved in 1995.

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

California Universal Waste Law. The California Department of Toxic Substances Control (DTSC) adopted new regulations for universal waste that include batteries, fluorescent lamps, mercury containing products, some electronic devices that contain mercury, lead, cadmium, copper and other hazardous substances.

AB 32 California Global Warming Solutions Act. Requires reduction of greenhouse gas emissions (GHG) that contribute to climate change. The AB 32 Scoping Plan states solid waste and methane from landfills is a significant contributor to GHG. Requires reductions to 1990 levels by 2020, a 25% reduction (estimated) from current levels, and reducing GHG by 80% by 2050.

SB 1016 Solid Waste Per Capita Disposal Measurement Act. Requires calculation of disposal on a per capita basis in a jurisdiction and requires jurisdiction to focus on diversion program implementation.

AB 341 Commercial Recycling and 75% Diversion Goal. AB 341 establishes several solid waste requirements, however the two primary solid waste requirements are:

- Establishes a 75% diversion goal state-wide.
- Requires specific recycling requirements for the commercial sector that include businesses, non-profits, government offices and schools that generate four (4) or more cubic yards of waste per week. Also subject to the law are multifamily complexes with five (5) units or more.

AB 1826 Commercial Organics Collection Requirements (2014). Requires businesses who generate organic (yard waste and food waste) materials to be composted and not landfilled. Specific requirements for generation of organics required to be phased in beginning in 2016.

AB 1594 Phases out Diversion Credit of Green Waste as Alternative Daily Cover at Landfills (2014). Requires the elimination of green waste used as alternative daily cover at landfills (also known as ADC) to be counted as 'recycled' or 'diverted'. Law established increased programs for greenwaste/organics to be composted not landfilled.

AB 856 Local Planning for Composting (2015). Requires jurisdictions or Regional Agencies to determine needs for organic waste processing over a 15 year period.

AB 1045 Interagency Coordination (2015). Requires CalRecycle, Water Board, Air Board, Cal/EPA to coordinate regulations to promote organic diversion goals.

Scope of Services for IWM Technical Support to meet IWM Requirements

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 COMPLIANCE A. Landfill Diversion Planning per Summary Plan and Landfill Agreement.	160	26,200.00	Per Ad Hoc Committee direction. Due 2016

B. Ordinance development for tonnage fee. C. Landfill gas to energy document review. D. Landfill Depletion Fee analysis.			
5. FRANCHISE AGREEMENT (SOLID WASTE, RECYCLING, ORGANICS COLLECTION) PROCUREMENT PROCESS • 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	20	2,600.00	Complete permit Renewal for Class I landfill assistance. Class I permit renewal application with DTSC is in final stages of completion.
9. PUBLIC EDUCATION AND OUTREACH FOR REGIONAL AGENCY	25	3,250.00	Per Cost Sharing Agreement complete outreach and education Electronic and print media
10. RECYCLING MARKET AND DEVELOPMENT ZONE ADMINISTRATION Per Cost Sharing Agreement (CSA)	25	3,250.00	Diversion programs for RMDZ
11. GRANTS ADMINISTRATION AND CITY / COUNTY PAYMENT PROGRAM. Includes City/County Grant Program.	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	

**EXHIBIT 2
TO AMENDMENT # 3**

**CONTRACTOR'S
PROPOSAL**

AMENDMENT TO CONTRACT

2

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

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:

(Insert modified or new services.)

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.)

- 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 \$ _____,

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:

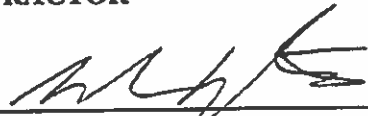
Contract Administrator for COUNTY:

Name: Mike Hodges
Title: IWM Staff Analyst
Address: 2301 Technology Parkway
Hollister, CA 95023
Telephone: 831.636.4110 x2160
Fax: 831.636.4176
Email: MHodges@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 ~~NOVADIN KHAYATA, VP~~

6-27-16

Date

COUNTY

San Benito County Board of Supervisors



Robert Rivas, Chair

6/28/16

Date

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



Shirley L. Murphy, Deputy County Counsel

6/27/16

Date

EXHIBIT 1
TO AMENDMENT # 2

ORIGINAL
CONTRACT

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

AMENDMENT TO CONTRACT

1

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: _____

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, 2015, to a new expiration date of June 30, 2016.

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:

(Insert modified or new services.)

The following additional tasks are added to Attachment A to the original contract (Exhibit 1):

The IWM program has several significant responsibilities that include:

- Task 6: Completing facility compliance requirements per Cal Recycle and other state and local agencies

- Task 7: Meeting requirements of the IWM program per the Cost Sharing Agreement;
- Task 8: Administering the IWM Regional Agency to meet state-mandated requirements
- Task 9: Managing cost accounting and tracking of revenues per the Cost Sharing Agreement
- Task 10: Managing franchise agreement requirements per the agreement with Recology
- Task 11: Providing industry expertise in solid waste management for staff, the Ad Hoc Committee and the Board of Supervisors
- Task 12: Managing the haulers operating under the non-franchised agreement
- Task 13: Managing the Household Hazardous Waste Program (HHW)
- Task 14: Administering grants programs per the Cal Recycle City/County program

These responsibilities are further defined in the following table:

Scope of Services Hours and Cost

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 6: Facility Compliance and Facility-related Contract Compliance				
Complete compliance requirements for IWM facilities per CalRecycle and other state and regional agency requirements. Ensure landfill operator is meeting requirements of the Landfill Operating Agreement and the JSLF Joint Technical Document (JTD). Complete on site compliance at JSLF, confer with Cal Recycle staff and complete reporting. Complete analysis of rate adjustment from WCI. Meet with WCI staff on periodic basis to discuss requirements.	Bob Cushing	\$115	108	\$12,420
	Lisa Ochoa	\$90	144	\$12,960
	Kathleen Gallagher	\$120	72	\$8,640
	Gene Diaz	\$85	24	\$2,040
Subtotal			348	\$36,060

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 7: Legislative Requirement Compliance				
Complete contract compliance requirements for CalRecycle reporting for AB 939, SB 1016, AB 341 and AB 1826.	Kathleen Gallagher	\$120	120	\$14,400
Complete EAR and other report requirements for submittal to CalRecycle.				
Meet with Cal Recycle staff on periodic basis to discuss requirements				
Subtotal			120	\$14,400
Task 8: IWM Cost Accounting/Tracking				
Develop report of current IWM cost tracking and accounting, and provide recommendations for improved management of program. (Per the Cost Sharing Agreement, the County, on behalf of the Regional Agency, is to be the depository and have custody of all the Regional Agency's money, and provide accountability of funds received and disbursed by the Regional Agency.)	Kathleen Gallagher	\$120	144	\$17,280
	Bob Cushing	\$115	60	\$6,900
Subtotal			204	\$24,180
Task 9: Franchise Agreement (Recology) Contract Administration				
Administer the franchise agreement requirements for the Regional Agency to ensure the residential, commercial, and public facilities are receiving the contracted services from the franchised hauler, Recology.	Kathleen Gallagher	\$120	60	\$7,200
Meet with Recology staff on periodic basis to discuss requirements.				
Subtotal			\$60	\$7,200
Task 10: Non-Franchised Agreements Contract Compliance				
Administer the non-franchise agreement and ensure franchise fee are submitted to the IWM program. Complete reporting requirements.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 11: Household Hazardous Waste (HHW) Program				
Complete Household Hazardous Waste (HHW) grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
	Lisa Ochoa	\$90	48	\$4,320
Subtotal			72	\$7,200

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 12: IWM Program Management Recommendations				
Provide recommendations to staff regarding the core requirements and responsibilities of the IWM that are detailed in the Cost Sharing Agreement and provide options how the IWM program can be streamlined.	Kathleen Gallagher	\$120	108	\$12,960
Subtotal			\$108	\$12,960
Task 13: Used Oil Grant Program				
Complete Used Oil Grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 14: Reporting to Board of Supervisors and County staff and Program Management				
Provide status reports to staff and Board of Supervisors on progress in IWM related programs.	Kathleen Gallagher	\$120	120	\$14,400
Participate in Board of Supervisors, Ad Hoc Committee, and staff meetings as requested.	Bob Cushing	\$115	24	\$2,760
Subtotal			144	\$17,160
TOTAL			1,104	\$124,920

Scope of Services Hours and Cost Assumptions

Hours and Costs in this scope of services assume that CSG staff will receive requested information from franchised and non-franchised haulers, WCI, County staff, and other stakeholders in a timely manner.

Except at expressly modified in this amendment, all other terms set forth in Attachment A in Exhibit I remain in full force and effect.

- [] 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.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount not to exceed \$125,000.00 for the additional services to be provided during Fiscal Year 2015-2016 under this Amendment #1. Paragraph B-3, as modified, shall read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 a total sum not to exceed \$ 135,000.00,
comprised of the following:

- original contract: \$10,000.00
- 1st Amendment: \$125,000.00

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.

Paragraph B-4 (Special Compensation Terms) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add compensation for the additional tasks set forth in this Amendment #1. Paragraph B-4, as modified, shall read as follows:

B-3. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation
 The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$125,000.00; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A to the original contract (Exhibit 1) and in the table set forth in this Amendment #1, paragraph 2(b). The CONTRACTOR shall list Contract

Number C14301008 on all invoices submitted to the County.

FEE SCHEDULE:

In consideration for the work accomplished in Tasks 1-5, CONTRACTOR shall be compensated based on the hourly rates identified in Attachment A on Page 4 of the original contract (Exhibit 1) for the work done for Tasks 1-5, which are also identified on Page 4 of Attachment A.

In consideration for the work accomplished in Tasks 6-14, CONTRACTOR shall be compensated based on the hourly rates identified in the table set forth in this Amendment #1, paragraph 2(b), for the work done for Tasks 6-14, which are also identified in the Table set forth in this Amendment #1, paragraph 2(b).

In the event there is an unanticipated cost overrun on any particular task, then the CONTRACTOR may request, and the County Administrative Officer may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.

Except at expressly modified in this amendment, all other payment terms set forth in Attachment B in Exhibit 1 remain in full force and effect.

- 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 \$ _____,

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.)

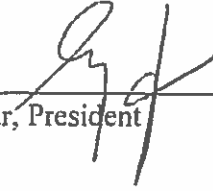
- There are no other terms of the original contract that are modified.
- Other terms of the original contract are modified only as specified below:

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

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.

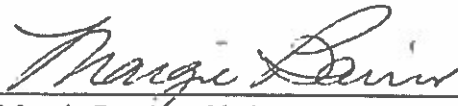
CONTRACTOR



Cyrus Kianpour, President

6/10/15
Date

COUNTY
San Benito County Board of Supervisors



Margie Barrios, Chair

6/16/15
Date

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



Shirley L. Murphy, Deputy County Counsel

June 10, 2015
Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

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

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CSG Consultants, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on May 1, 2015, and end on June 30, 2015 unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is
60 days.

7. **Specific Terms and Conditions** (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

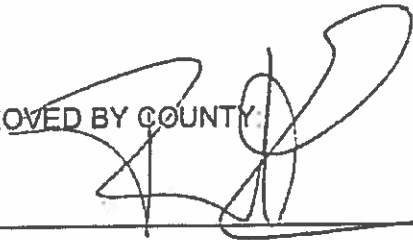
The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa	Name: Robert Cushing
Title: County Administrative Officer	Title: Code Enforcement Manager
Address: 481 4 th Street Hollister, CA 95023	Address: 1700 South Amphlett Blvd Room 300 San Mateo, CA 94402
Phone: (831) 636-4000	Phone: (650) 333-0854
Fax: (831) 636-4010	Fax:

APPROVED BY COUNTY:



Name: Ray Espinosa

Title: County Administrative Officer

Date: 5/1/15

SIGNATURES

APPROVED BY CONTRACTOR:



Name: CYRUS HIANPOUR

Title: PRESIDENT

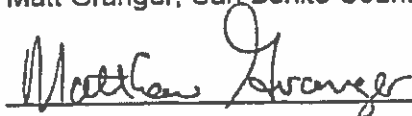
Tax I.D. or Social Security No.:

91-2053749

Date: 5/1/15

APPROVED AS TO LEGAL FORM:

Matt Granger, San Benito County Counsel



Date: 5-1-2015

ATTACHMENT A
Scope of Services for
San Benito County Regional Integrated Waste Management Program
CSG Consultants, Inc.

OVERVIEW

Scope of Services for Facility and Contract Compliance for the Regional Integrated Waste Management Program (RIWM) for San Benito County

- CSG will assess RIWM's facility contract compliance requirements
- CSG will complete review of the RIWM program management responsibilities
- Complete time sensitive compliance reporting documents for the RIWM in coordination with the County of San Benito, and the Cities of Hollister and San Juan Bautista

PROJECT DETAIL

TASK 1: ASSESS OVERSIGHT REQUIREMENTS OF RIWM LANDFILL AND FACILITY OPERATIONS, MONITORING AND COMPLIANCE REPORTING

CSG will complete assessments of the required monitoring and compliance reporting for RIWM facilities.

CSG will serve as the compliance project manager (for LEA requirements) for the John Smith landfill and the vendor, Waste Connections Inc. (WCI), and assess the requirements for on-site monitoring and data review. CSG will assess the required reporting to CalRecycle and other agencies. CSG will evaluate the requirements that ensure WCI complies with all contractual obligations and remains in compliance with local, regional and state regulations and guidelines in their operations. CSG will assess the response protocol for conditions or issues that fail to meet the LEA guidelines and regulations. *Note: under the most recent contract, WCI is responsible for all monthly, quarterly and annual reports.* CSG will complete an assessment of the monitoring and compliance reporting requirements for the additional (open and closed) RIWM Facilities.

CSG will complete an evaluation of the required groundwater monitoring, gas monitoring, and contract compliance that will include an assessment of the analysis of groundwater monitoring and contract compliance requirements completed by the vendor, "Golder and Associates." CSG will review the vendor's semi-annual and annual reports to the Central Coast Regional Water Quality Control Board. CSG will assess the required oversight of the extraction well and will assess the requirements for the monitoring of the performance of the vendor, "Field Solutions, Inc." CSG will assess the required review of "Field Solutions Inc." and assess the quarterly maintenance performance and reporting to the DTC. (CSG will confer with SBC staff regarding reporting to DTC). CSG will complete assessment of the landfill gas monitoring operation and reporting requirements.

Deliverable: CSG will submit the RIWM Compliance Summary Assessment Table (see sample below) of all RIWM facilities to detail the status of facility monitoring and compliance reporting requirements. This document will enable County staff to quickly assess compliance requirements and compliance status of all RIWM facilities.

Facility Monitoring Compliance Summary Assessment Report (Sample Report)

Facility	Facility Monitoring / Reporting Requirements	Additional Compliance Requirements	Compliance Status / Additional Information
John Smith Road Landfill (active)			
San Benito County Resource Recovery Park (planned)			
Herbert Compost Operation (active)			
Chapin Plant 25 -- Chapin Ready Mix (active)			
Phil Foster Ranch Composting Operation (active)			
Comgro, Inc. (active)			
Clean Green Recycling (active)			
RJR Recycling (active)			
Industrial Waste Treatment Facility (closed)			
Harts Landfill (closed)			
Old San Juan Dump (closed)			
Teledyne-McCormick-Selph (closed)			

TASK 2: ASSESS COST TRACKING AND FRANCHISE FEE PAYMENTS STATUS AND COMPLIANCE

CSG will complete assessments of cost tracking and franchise fee payments due to the RIWM Program.

Deliverable: CSG will provide a limited cost tracking and franchise fee payment assessment, and provide County staff with a report on the status of payments and make initial recommendations regarding cost tracking and payments.

TASK 3: ASSESS PROGRAM MANAGEMENT RESPONSIBILITIES OF THE RIWM PROGRAM

CSG will complete a high-level assessment of the current RIWM Program Management projects that include:

1. Assess compliance status with AB 939, SB 1016, and AB 341, the state mandated diversion requirements and commercial recycling mandates. The reports provide compliance reporting to Cal Recycle regarding diversion and program implementation
2. Compliance status of the requirements of the franchised hauler, Recology, regarding reporting requirements and payment requirements for the garbage, recycling and yard waste franchise agreements
3. Compliance status of payments from haulers operating under the non-exclusive franchise agreements
4. Household Hazardous waste program
5. City/County CRV Program
6. Climate Registry Project
7. Used Oil Grant administration
8. Public Education Program
9. Green Business Program

Deliverable: CSG will provide a brief summary recommendation regarding IWM program management and status and recommended next steps.

TASK 4: ASSESS URGENT AB 939, SB 1016, AND AB 341 COMPLIANCE REPORTS AND COMPLETE CALRECYCLE ELECTRONIC ANNUAL REPORT (EAR) REQUIREMENTS DUE JULY 1, 2015

CSG will assess the programs and diversion reports related to the mandatory annual reporting to CalRecycle, and complete/submit the required CalRecycle reports.

Deliverable: CSG will complete the required Cal Recycle reports for AB 939, SB 1016 and AB 341 due July 1, 2015.

TASK 5: ASSESS URGENT GRANT ADMINISTRATION REQUIREMENTS

CSG will assess the grant funding programs to ensure the RIWM jurisdictions receive and possible steps to retain grant funding.

CSG will complete the reporting requirements due to Cal Recycle, and the grant funding requirements that are due to be completed prior to July 1, 2015.

Deliverable: CSG will complete the time sensitive grant administration requirements and a summary recommendation regarding grant administration.

CSG Staff and Rates

Name	Title / Role	Hourly Rate
Robert Cushing	Code Enforcement Manager	\$115
Kathleen Gallagher	Program Manager	\$120
Lisa Ochoa	Code Enforcement Officer (Lead)	\$90
Gene Diaz	Code Enforcement Officer	\$85

Scope of Service Cost and Hours

Task	CSG Staff	Hours	Cost
1. Assess required monitoring and compliance reporting for RIWM facilities	Robert Cushing	10	\$1,150
	Lisa Ochoa	10	\$900
	Subtotal	20	\$2,050
2. Evaluate cost tracking and franchise fee payments due to the RIWM Program	Robert Cushing	15	\$1,725
	Gene Diaz		
	Kathleen Gallagher	15	\$1,800
	Subtotal	30	\$3,525
3. Assess current diversion, reuse, HHW, and other IWM projects	Kathleen Gallagher	5	\$600
	Robert Cushing	5	\$575
	Subtotal	10	\$1,175
4. Review time sensitive Cal Recycle reporting requirements for AB 939, SB 1016 and AB 341, complete report requirements	Kathleen Gallagher	20	\$2400
	Lisa Ochoa	5	\$450
	Subtotal	25	\$2,850
5. Assess time sensitive grant administration requirements, complete documentation for RIWM grant funds retention	Kathleen Gallagher	3	\$360
	Subtotal	3	\$360
TOTAL		88	\$9,960

Scope of Services Costs and Hours Assumptions

1. Costs and hours in this scope of services assume that CSG staff will receive requested information from vendors, County staff, and other stakeholders in a timely manner. Delays in receiving requested information from vendors and other stakeholders may result in a delay of deliverables and inefficiencies resulting in additional costs.

ATTACHMENT B Payment Schedule

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 Attachment A.
- 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 this 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 \$ __\$10,000_____.

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

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

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$10,000, and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A. The Contractor shall list Contract Number C14301008 on all invoices submitted to the COUNTY.

EXHIBIT B1 – FEE SCHEDULE

In consideration for the work accomplished, Consultant shall be compensated based on the hourly rates identified in Attachment A on Page 4 for the work done for Tasks 1-5 which are also identified on Page 4 of Attachment A.

END OF ATTACHMENT B.

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

AMENDMENT TO CONTRACT

1

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: _____

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, 2015, to a new expiration date of June 30, 2016.

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:

(Insert modified or new services.)

The following additional tasks are added to Attachment A to the original contract (Exhibit 1):

The IWM program has several significant responsibilities that include:

- Task 6: Completing facility compliance requirements per Cal Recycle and other state and local agencies

- Task 7: Meeting requirements of the IWM program per the Cost Sharing Agreement;
- Task 8: Administering the IWM Regional Agency to meet state-mandated requirements
- Task 9: Managing cost accounting and tracking of revenues per the Cost Sharing Agreement
- Task 10: Managing franchise agreement requirements per the agreement with Recology
- Task 11: Providing industry expertise in solid waste management for staff, the Ad Hoc Committee and the Board of Supervisors
- Task 12: Managing the haulers operating under the non-franchised agreement
- Task 13: Managing the Household Hazardous Waste Program (HHW)
- Task 14: Administering grants programs per the Cal Recycle City/County program

These responsibilities are further defined in the following table:

Scope of Services Hours and Cost

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 6: Facility Compliance and Facility-related Contract Compliance				
Complete compliance requirements for IWM facilities per CalRecycle and other state and regional agency requirements. Ensure landfill operator is meeting requirements of the Landfill Operating Agreement and the JSLF Joint Technical Document (JTD). Complete on site compliance at JSLF, confer with Cal Recycle staff and complete reporting. Complete analysis of rate adjustment from WCI. Meet with WCI staff on periodic basis to discuss requirements.	Bob Cushing	\$115	108	\$12,420
	Lisa Ochoa	\$90	144	\$12,960
	Kathleen Gallagher	\$120	72	\$8,640
	Gene Diaz	\$85	24	\$2,040
Subtotal			348	\$36,060

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 7: Legislative Requirement Compliance				
Complete contract compliance requirements for CalRecycle reporting for AB 939, SB 1016, AB 341 and AB 1826. Complete EAR and other report requirements for submittal to CalRecycle. Meet with Cal Recycle staff on periodic basis to discuss requirements	Kathleen Gallagher	\$120	120	\$14,400
Subtotal			120	\$14,400
Task 8: IWM Cost Accounting/Tracking				
Develop report of current IWM cost tracking and accounting, and provide recommendations for improved management of program. (Per the Cost Sharing Agreement, the County, on behalf of the Regional Agency, is to be the depository and have custody of all the Regional Agency's money, and provide accountability of funds received and disbursed by the Regional Agency.)	Kathleen Gallagher	\$120	144	\$17,280
	Bob Cushing	\$115	60	\$6,900
Subtotal			204	\$24,180
Task 9: Franchise Agreement (Recology) Contract Administration				
Administer the franchise agreement requirements for the Regional Agency to ensure the residential, commercial, and public facilities are receiving the contracted services from the franchised hauler, Recology. Meet with Recology staff on periodic basis to discuss requirements.	Kathleen Gallagher	\$120	60	\$7,200
Subtotal			\$60	\$7,200
Task 10: Non-Franchised Agreements Contract Compliance				
Administer the non-franchise agreement and ensure franchise fee are submitted to the IWM program. Complete reporting requirements.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 11: Household Hazardous Waste (HHW) Program				
Complete Household Hazardous Waste (HHW) grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
	Lisa Ochoa	\$90	48	\$4,320
Subtotal			72	\$7,200

Project / Tasks	Staff	Rate	Hours / Year	Cost / Year
Task 12: IWM Program Management Recommendations				
Provide recommendations to staff regarding the core requirements and responsibilities of the IWM that are detailed in the Cost Sharing Agreement and provide options how the IWM program can be streamlined.	Kathleen Gallagher	\$120	108	\$12,960
Subtotal			\$108	\$12,960
Task 13: Used Oil Grant Program				
Complete Used Oil Grant application documents.	Kathleen Gallagher	\$120	24	\$2,880
Subtotal			24	\$2,880
Task 14: Reporting to Board of Supervisors and County staff and Program Management				
Provide status reports to staff and Board of Supervisors on progress in IWM related programs.	Kathleen Gallagher	\$120	120	\$14,400
Participate in Board of Supervisors, Ad Hoc Committee, and staff meetings as requested.	Bob Cushing	\$115	24	\$2,760
Subtotal			144	\$17,160
TOTAL			1,104	\$124,920

Scope of Services Hours and Cost Assumptions

Hours and Costs in this scope of services assume that CSG staff will receive requested information from franchised and non-franchised haulers, WCI, County staff, and other stakeholders in a timely manner.

Except at expressly modified in this amendment, all other terms set forth in Attachment A in Exhibit 1 remain in full force and effect.

- [] 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.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add additional compensation in the amount not to exceed \$125,000.00 for the additional services to be provided during Fiscal Year 2015-2016 under this Amendment #1. Paragraph B-3, as modified, shall read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- a total lump sum payment of \$ _____, or
 a total sum not to exceed \$ 135,000.00,
comprised of the following:

- original contract: \$10,000.00
- 1st Amendment: \$125,000.00

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.

Paragraph B-4 (Special Compensation Terms) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is modified to add compensation for the additional tasks set forth in this Amendment #1. Paragraph B-4, as modified, shall read as follows:

B-3. SPECIAL COMPENSATION TERMS: (check one)

- There are no additional terms of compensation
 The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$125,000.00; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A to the original contract (Exhibit 1) and in the table set forth in this Amendment #1, paragraph 2(b). The CONTRACTOR shall list Contract

Number C14301008 on all invoices submitted to the County.

FEE SCHEDULE:

In consideration for the work accomplished in Tasks 1-5, CONTRACTOR shall be compensated based on the hourly rates identified in Attachment A on Page 4 of the original contract (**Exhibit 1**) for the work done for Tasks 1-5, which are also identified on Page 4 of Attachment A.

In consideration for the work accomplished in Tasks 6-14, CONTRACTOR shall be compensated based on the hourly rates identified in the table set forth in this Amendment #1, paragraph 2(b), for the work done for Tasks 6-14, which are also identified in the Table set forth in this Amendment #1, paragraph 2(b).

In the event there is an unanticipated cost overrun on any particular task, then the CONTRACTOR may request, and the County Administrative Officer may grant authorization of the transfer of unused budget from an already completed task into the current task. The form of such request and authorization shall be in writing.

Except at expressly modified in this amendment, all other payment terms set forth in Attachment B in Exhibit 1 remain in full force and effect.

- 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 \$ _____,
- 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.)

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

6/10/15
Date

COUNTY
San Benito County Board of Supervisors



Margie Barrios, Chair

6/16/15
Date

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



Shirley L. Murphy, Deputy County Counsel

June 10, 2015
Date

**EXHIBIT 1
TO AMENDMENT # 1**

**ORIGINAL
CONTRACT**

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

CONTRACT

The COUNTY OF SAN BENITO ("COUNTY") and CSG Consultants, Inc. ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. **Duration of Contract.**

This contract shall commence on May 1, 2015, and end on June 30, 2015 unless sooner terminated as specified herein.

2. **Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. **Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. **General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. **Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000

6. **Termination.**

The number of days of advance written notice required for termination of this contract is
60 days

7. **Specific Terms and Conditions** (check one)

- There are no additional provisions to this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

Integrated Waste Management
CSG Consultants, Inc.
C14301008

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

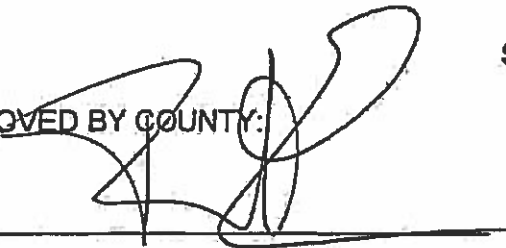
Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Ray Espinosa	Name: Robert Cushing
Title: County Administrative Officer	Title: Code Enforcement Manager
Address: 481 4 th Street Hollister, CA 95023	Address: 1700 South Amphlett Blvd Room 300 San Mateo, CA 94402
Phone: (831) 636-4000	Phone: (650) 333-0854
Fax: (831) 636-4010	Fax:

SIGNATURES

APPROVED BY COUNTY:

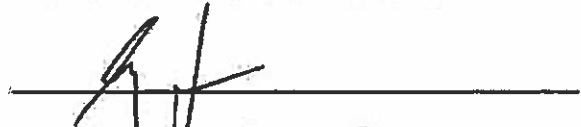


Name: Ray Espinosa

Title: County Administrative Officer

Date: 5/1/15

APPROVED BY CONTRACTOR:



Name: CYRUS KIANPOUR

Title: PRESIDENT

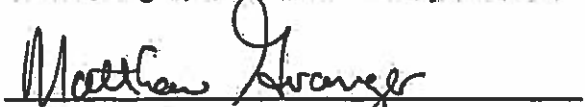
Tax I.D. or Social Security No.:

91-2053749

Date: 5/1/15

APPROVED AS TO LEGAL FORM:

Matt Granger, San Benito County Counsel



Date: 5-1-2015

ATTACHMENT A
Scope of Services for
San Benito County Regional Integrated Waste Management Program
CSG Consultants, Inc.

OVERVIEW

Scope of Services for Facility and Contract Compliance for the Regional Integrated Waste Management Program (RIWM) for San Benito County

- CSG will assess RIWM's facility contract compliance requirements
- CSG will complete review of the RIWM program management responsibilities
- Complete time sensitive compliance reporting documents for the RIWM in coordination with the County of San Benito, and the Cities of Hollister and San Juan Bautista

PROJECT DETAIL

TASK 1: ASSESS OVERSIGHT REQUIREMENTS OF RIWM LANDFILL AND FACILITY OPERATIONS, MONITORING AND COMPLIANCE REPORTING

CSG will complete assessments of the required monitoring and compliance reporting for RIWM facilities.

CSG will serve as the compliance project manager (for LEA requirements) for the John Smith landfill and the vendor, Waste Connections Inc. (WCI), and assess the requirements for on-site monitoring and data review. CSG will assess the required reporting to CalRecycle and other agencies. CSG will evaluate the requirements that ensure WCI complies with all contractual obligations and remains in compliance with local, regional and state regulations and guidelines in their operations. CSG will assess the response protocol for conditions or issues that fail to meet the LEA guidelines and regulations. *Note: under the most recent contract, WCI is responsible for all monthly, quarterly and annual reports.* CSG will complete an assessment of the monitoring and compliance reporting requirements for the additional (open and closed) RIWM Facilities.

CSG will complete an evaluation of the required groundwater monitoring, gas monitoring, and contract compliance that will include an assessment of the analysis of groundwater monitoring and contract compliance requirements completed by the vendor, "Golder and Associates." CSG will review the vendor's semi-annual and annual reports to the Central Coast Regional Water Quality Control Board. CSG will assess the required oversight of the extraction well and will assess the requirements for the monitoring of the performance of the vendor, "Field Solutions, Inc." CSG will assess the required review of "Field Solutions Inc." and assess the quarterly maintenance performance and reporting to the DTC. (CSG will confer with SBC staff regarding reporting to DTC). CSG will complete assessment of the landfill gas monitoring operation and reporting requirements.

Deliverable: CSG will submit the RIWM Compliance Summary Assessment Table (see sample below) of all RIWM facilities to detail the status of facility monitoring and compliance reporting requirements. This document will enable County staff to quickly assess compliance requirements and compliance status of all RIWM facilities.

Facility Monitoring Compliance Summary Assessment Report (Sample Report)

Facility	Facility Monitoring / Reporting Requirements	Additional Compliance Requirements	Compliance Status / Additional Information
John Smith Road Landfill (active)			
San Benito County Resource Recovery Park (planned)			
Herbert Compost Operation (active)			
Chapin Plant 25 -- Chapin Ready Mix (active)			
Phil Foster Ranch Composting Operation (active)			
Comgro, Inc. (active)			
Clean Green Recycling (active)			
RJR Recycling (active)			
Industrial Waste Treatment Facility (closed)			
Harts Landfill (closed)			
Old San Juan Dump (closed)			
Teledyne-McCormick-Selph (closed)			

TASK 2: ASSESS COST TRACKING AND FRANCHISE FEE PAYMENTS STATUS AND COMPLIANCE

CSG will complete assessments of cost tracking and franchise fee payments due to the RIWM Program.

Deliverable: CSG will provide a limited cost tracking and franchise fee payment assessment, and provide County staff with a report on the status of payments and make initial recommendations regarding cost tracking and payments.

TASK 3: ASSESS PROGRAM MANAGEMENT RESPONSIBILITIES OF THE RIWM PROGRAM

CSG will complete a high-level assessment of the current RIWM Program Management projects that include:

1. Assess compliance status with AB 939, SB 1016, and AB 341, the state mandated diversion requirements and commercial recycling mandates. The reports provide compliance reporting to Cal Recycle regarding diversion and program implementation
2. Compliance status of the requirements of the franchised hauler, Recology, regarding reporting requirements and payment requirements for the garbage, recycling and yard waste franchise agreements
3. Compliance status of payments from haulers operating under the non-exclusive franchise agreements
4. Household Hazardous waste program
5. City/County CRV Program
6. Climate Registry Project
7. Used Oil Grant administration
8. Public Education Program
9. Green Business Program

Deliverable: CSG will provide a brief summary recommendation regarding IWM program management and status and recommended next steps.

TASK 4: ASSESS URGENT AB 939, SB 1016, AND AB 341 COMPLIANCE REPORTS AND COMPLETE CALRECYCLE ELECTRONIC ANNUAL REPORT (EAR) REQUIREMENTS DUE JULY 1, 2015

CSG will assess the programs and diversion reports related to the mandatory annual reporting to CalRecycle, and complete/submit the required CalRecycle reports.

Deliverable: CSG will complete the required Cal Recycle reports for AB 939, SB 1016 and AB 341 due July 1, 2015.

TASK 5: ASSESS URGENT GRANT ADMINISTRATION REQUIREMENTS

CSG will assess the grant funding programs to ensure the RIWM jurisdictions receive and possible steps to retain grant funding.

CSG will complete the reporting requirements due to Cal Recycle, and the grant funding requirements that are due to be completed prior to July 1, 2015.

Deliverable: CSG will complete the time sensitive grant administration requirements and a summary recommendation regarding grant administration.

CSG Staff and Rates

Name	Title / Role	Hourly Rate
Robert Cushing	Code Enforcement Manager	\$115
Kathleen Gallagher	Program Manager	\$120
Lisa Ochoa	Code Enforcement Officer (Lead)	\$90
Gene Diaz	Code Enforcement Officer	\$85

Scope of Service Cost and Hours

Task	CSG Staff	Hours	Cost
1. Assess required monitoring and compliance reporting for RIWM facilities	Robert Cushing	10	\$1,150
	Lisa Ochoa	10	\$900
	Subtotal	20	\$2,050
2. Evaluate cost tracking and franchise fee payments due to the RIWM Program	Robert Cushing	15	\$1,725
	Gene Diaz		
	Kathleen Gallagher	15	\$1,800
	Subtotal	30	\$3,525
3. Assess current diversion, reuse, HHW, and other IWM projects	Kathleen Gallagher	5	\$600
	Robert Cushing	5	\$575
	Subtotal	10	\$1,175
4. Review time sensitive Cal Recycle reporting requirements for AB 939, SB 1016 and AB 341, complete report requirements	Kathleen Gallagher	20	\$2400
	Lisa Ochoa	5	\$450
	Subtotal	25	\$2,850
5. Assess time sensitive grant administration requirements, complete documentation for RIWM grant funds retention	Kathleen Gallagher	3	\$360
	Subtotal	3	\$360
TOTAL		88	\$9,960

Scope of Services Costs and Hours Assumptions

1. Costs and hours in this scope of services assume that CSG staff will receive requested information from vendors, County staff, and other stakeholders in a timely manner. Delays in receiving requested information from vendors and other stakeholders may result in a delay of deliverables and inefficiencies resulting in additional costs.

ATTACHMENT B Payment Schedule

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 Attachment A.
 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 this 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 \$ __\$10,000_____

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

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

- There are no additional terms of compensation.
 The following specific terms of compensation shall apply:

The CONTRACTOR shall be paid in arrears of services provided for each Task with a total sum not to exceed \$10,000; and will not be paid without an itemized invoice for the hours worked on each identified Task, which are listed in Attachment A. The Contractor shall list Contract Number C14301008 on all invoices submitted to the COUNTY.

EXHIBIT B1 – FEE SCHEDULE

In consideration for the work accomplished, Consultant shall be compensated based on the hourly rates identified in Attachment A on Page 4 for the work done for Tasks 1-5 which are also identified on Page 4 of Attachment A.

END OF ATTACHMENT B.

ATTACHMENT C General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Berito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

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

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.