

SECOND AMENDMENT TO A-12-212

AGREEMENT TO PROVIDE ELECTRONIC WASTE RECYCLING AND
CERTIFIED APPLIANCE RECYCLING SERVICES

THIS SECOND AMENDMENT to Agreement to Provide Electronic Waste Recycling and Certified Appliance Recycling Services is made and entered into June 27, 2017, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ONSITE ELECTRONICS RECYCLING, LLC, a California corporation, hereinafter referred to as CONTRACTOR;

WHEREAS, the COUNTY administers a comprehensive electronic waste and appliance recycling program to provide services to all San Joaquin County residents, including free year-round collection at County disposal facilities, regular collection events Countywide, and as needed, at-home pickups, hereinafter collectively referred to as PROGRAM; and,

WHEREAS, on January 11, 2012, the San Joaquin County Department of Public Works issued a Request for Proposals to acquire electronics waste and certified appliance recycling services for PROGRAM; and,

WHEREAS, upon review of proposals by an evaluation committee, Onsite Electronics Recycling, LLC was ranked highest among all the proposers, proposing the most comprehensive services at the lowest overall cost to the County; and,

WHEREAS, on May 22, 2012, COUNTY and CONTRACTOR entered into Agreement A-12-212 entitled "Agreement to Provide Electronic Waste Recycling and Certified Appliance Recycling Services," hereinafter referred to as "AGREEMENT;" and,

WHEREAS, on March 31, 2015, COUNTY and CONTRACTOR entered into First Amendment to extend agreement; and,

WHEREAS, COUNTY and CONTRACTOR desire to amend a section of

AGREEMENT while leaving the remainder unchanged.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Section III of AGREEMENT is hereby amended to read as follows:


III – TERM OF AGREEMENT

Except as provided for in Section IX - TERMINATION and Section X - ASSIGNMENT, this AGREEMENT shall be effective on July 1, 2017, through June 30, 2019.

Except as specifically amended by the foregoing provisions, the remainder of the AGREEMENT shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this SECOND AMENDMENT to be executed on the day and year first above written.

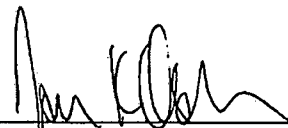
COUNTY OF SAN JOAQUIN,
a political subdivision of
the State of California

By: 

Kris Balaji, PMP, P.E.
Director of Public Works

"COUNTY"

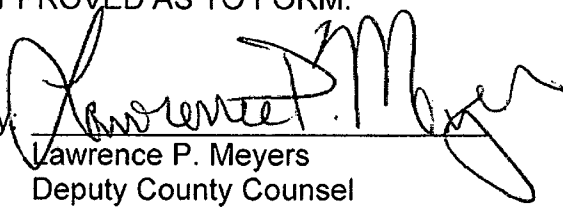
ONSITE ELECTRONICS RECYCLING, LLC

By: 

Janice Oldemeyer
President

"CONTRACTOR"

APPROVED AS TO FORM:

By: 

Lawrence P. Meyers
Deputy County Counsel

FIRST AMENDMENT TO A-12-212
AGREEMENT TO PROVIDE ELECTRONIC WASTE RECYCLING AND
CERTIFIED APPLIANCE RECYCLING SERVICES

THIS FIRST AMENDMENT to Agreement to Provide Electronic Waste Recycling and Certified Appliance Recycling Services is made and entered into March 31, 2015, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ONSITE ELECTRONICS RECYCLING, LLC, hereinafter referred to as CONTRACTOR;

WHEREAS, the COUNTY administers a comprehensive electronic waste and appliance recycling program to provide services to all San Joaquin County residents, including free year-round collection at County disposal facilities, regular collection events Countywide, and as needed, at-home pickups, hereinafter collectively referred to as PROGRAM; and,

WHEREAS, on January 11, 2012, the San Joaquin County Department of Public Works issued a Request for Proposals to acquire electronics waste and certified appliance recycling services for PROGRAM; and,

WHEREAS, upon review of proposals by an evaluation committee, Onsite Electronics Recycling, LLC was ranked highest among all the proposers, proposing the most comprehensive services at the lowest overall cost to the County; and,

WHEREAS, on May 22, 2012, COUNTY and CONTRACTOR entered into Agreement A-12-212 entitled "Agreement to Provide Electronic Waste Recycling and Certified Appliance Recycling Services," hereinafter referred to as "AGREEMENT;" and,

WHEREAS, COUNTY and CONTRACTOR desire to amend certain sections of AGREEMENT while leaving the remainder unchanged.

NOW, THEREFORE, the parties hereto mutually agree as follows:

Sections III and IV of AGREEMENT are hereby amended to read as follows:

III – TERM OF AGREEMENT

Except as provided for in Section IX - TERMINATION and Section X - ASSIGNMENT, this AGREEMENT shall be effective on July 1, 2015, through June 30, 2017.

IV – COMPENSATION

A. CONTRACTOR shall be compensated for operation of the PROGRAM in accordance with the cost schedule presented in "Exhibit B-2," which shall replace "Exhibit B" and shall hereinafter be referred to as "COST PROPOSAL," which is attached hereto and incorporated herein by this reference.

Except as specifically amended by the foregoing provisions, the remainder of the AGREEMENT shall remain unchanged and in full force and effect.

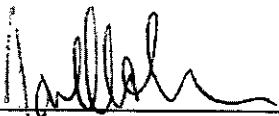
IN WITNESS WHEREOF, the parties hereto have caused this FIRST AMENDMENT to be executed on the day and year first above written.

COUNTY OF SAN JOAQUIN,
a political subdivision of
the State of California

ONSITE ELECTRONICS RECYCLING, LLC

By: 

Michael Selling
Deputy Director of Public Works

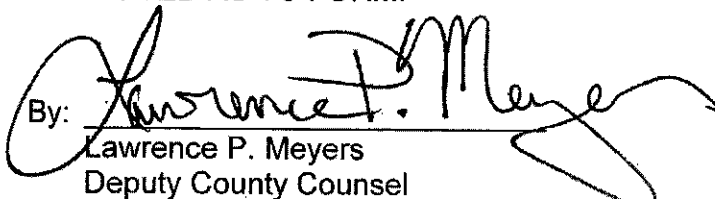
By: 

Janice Oldemeyer
President

"COUNTY"

"CONTRACTOR"

APPROVED AS TO FORM:

By: 

Lawrence P. Meyers
Deputy County Counsel

AGREEMENT TO PROVIDE ELECTRONIC WASTE RECYCLING AND
CERTIFIED APPLIANCE RECYCLING SERVICES

THIS AGREEMENT is made and entered into MAY 22 2012, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as COUNTY, and ONSITE ELECTRONICS RECYCLING, LLC, hereinafter referred to as CONTRACTOR;

WHEREAS, the COUNTY provides a comprehensive electronic waste and appliance recycling program to provide services to all San Joaquin County residents, including free year-round collection at County disposal facilities, regular collection events Countywide, and, as needed, at-home pickups; and,

WHEREAS, the COUNTY desires to employ the services of a private firm specializing in the removal of all materials that require special handling from major appliances, and to provide collection and recycling services for electronic waste and universal waste collected through the COUNTY program, hereinafter collectively referred to as "PROGRAM;" and,

WHEREAS, CONTRACTOR has submitted an acceptable service proposal and has committed to employ experienced, qualified personnel to operate the PROGRAM; and,

WHEREAS, the COUNTY desires to employ the services of CONTRACTOR to operate the PROGRAM;

NOW, THEREFORE, the parties hereto mutually agree as follows:

I – ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this AGREEMENT by this reference. In the event of an inconsistency in this AGREEMENT, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, applicable regulations of local agencies, this Agreement and its exhibits.
2. COUNTY Request for Proposals Number SJCDPW-RFP-12-01-SW, hereinafter referred to as "RFP."
3. CONTRACTOR'S proposal dated February 21, 2012, hereinafter referred to as "PROPOSAL."

II – SCOPE OF WORK

CONTRACTOR shall operate the PROGRAM in accordance with tasks as referenced and listed in "Exhibit A," which is attached hereto and incorporated herein by this reference, hereinafter referred to as "SCOPE OF WORK," and in general conformance with the PROPOSAL. CONTRACTOR shall provide all labor, equipment, tools and supplies, as stipulated in the SCOPE OF WORK to operate the PROGRAM.

CONTRACTOR warrants that all work performed pursuant to this AGREEMENT either by the CONTRACTOR or at its direction shall be sufficient to meet the requirements of the RFP as specified in this AGREEMENT and shall be rendered in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

III – TERM OF AGREEMENT

Except as provided for in Section IX-TERMINATION and Section X-ASSIGNMENT, this AGREEMENT shall be effective on the date first above mentioned through

June 30, 2015, unless extended by mutual written consent of the COUNTY and CONTRACTOR.

IV – COMPENSATION

- A. CONTRACTOR shall be compensated for operation of the PROGRAM in accordance with "Exhibit B," hereinafter referred to as "COST PROPOSAL," which is attached hereto and incorporated herein by this reference.
- B. For the purpose of compensation, payment shall be made monthly by the COUNTY, based on work performed in accordance with the SCOPE OF WORK and in general conformance with the PROPOSAL. CONTRACTOR shall provide a monthly itemized invoice to the COUNTY for the operation of the PROGRAM, detailing the quantities and types of materials processed. Any direct costs not specifically identified in the COST PROPOSAL must be approved by the COUNTY before expenses are incurred and before any request for reimbursement can be made by CONTRACTOR.
- C. CONTRACTOR is responsible for timely reporting as set forth in the RFP. COUNTY reserves the right to withhold payment if monthly reports are incomplete or inaccurate.
- D. CONTRACTOR shall provide certificates of recycling as set forth in the RFP. COUNTY reserves the right to withhold payment if certificates of recycling are omitted, incomplete or inaccurate.
- E. Maximum compensation under this AGREEMENT shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) in any County fiscal year, without the formal approval of County Board of Supervisors. CONTRACTOR will not be compensated for any work performed in excess of this amount, absent specific formal approval.

V – CHANGES IN SCOPE OF SERVICES

COUNTY reserves the right to make such alterations as may be deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work by the CONTRACTOR in connection with and implementation of the PROGRAM.

VI – DOCUMENTS

CONTRACTOR shall furnish all reports and documents in electronic format as determined by the COUNTY, to the COUNTY upon completion of this AGREEMENT or earlier termination. All documents and electronic files submitted by CONTRACTOR to COUNTY shall remain or become the property of the COUNTY upon completion of this AGREEMENT or earlier termination.

VII – PERSONNEL

A. CONTRACTOR agrees that it employs, or will employ, at its own expense, all personnel required in performing the services under this AGREEMENT. Such personnel shall not be employees of, or have any contractual relationship with the COUNTY. In the performance of work, duties and obligations imposed by this AGREEMENT, CONTRACTOR is at all times acting as an Independent Contractor practicing his or her profession and not as an employee of the COUNTY.

CONTRACTOR shall not have any claim under this AGREEMENT or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. CONTRACTOR shall be responsible for Federal and State payroll taxes such as social security and unemployment.

B. CONTRACTOR shall be fully responsible for the complete and full performance of all services of any subcontractors and shall compensate all such subcontractors for their

work. All of the services required by this AGREEMENT shall be performed by CONTRACTOR or under its direct supervision and all personnel engaged in the performance of such activities shall be fully qualified and shall be authorized or permitted under Federal, State and/or local law to perform such services.

- C. No discrimination shall be made by the CONTRACTOR in the employment of persons to work under this contract because of race, color, national origin, ancestry, sex, disability or religion of such person.

VIII – CONFLICT OF INTEREST

CONTRACTOR affirms that CONTRACTOR presently has no interest that has not been previously disclosed to the COUNTY, and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required to be performed under this AGREEMENT; and in the event of change in either private interest or services under this AGREEMENT, CONTRACTOR will immediately raise with the COUNTY any question regarding possible conflict of interest which may arise as a result of such change. CONTRACTOR further agrees that in the performance of this AGREEMENT, no person having any such interest shall be employed. A potential conflict of interest includes, but is not limited to, work related to contracts with County Departments, other Cities in San Joaquin County, local land developers, and current clients who may have a financial interest in the outcome of the PROGRAM. At the COUNTY'S discretion, a potential conflict of interest may be waived or factored into a modified SCOPE OF WORK, as the case may be.

IX – TERMINATION

COUNTY reserves the right to terminate this AGREEMENT at any time prior to

completion by CONTRACTOR of the tasks and work outlined in the SCOPE OF WORK, ten (10) calendar days after receipt of written notice of termination by CONTRACTOR. Upon termination, CONTRACTOR shall immediately turn over to COUNTY all documents, records, papers, plans, drawings and copies of electronic files, generated by or supplied to CONTRACTOR in connection with its performance of this AGREEMENT. Costs to assemble, package and transmit information submitted to COUNTY shall be entirely the responsibility of CONTRACTOR and shall not be chargeable in any way to COUNTY. Said documents, records, papers, plans, drawings, and copies of electronic files shall become the property of COUNTY. COUNTY agrees that if COUNTY substantially and materially alters any of the instruments of service, including documents, records, papers, plans, drawing and copies of electronic files delivered to COUNTY by CONTRACTOR upon termination of this AGREEMENT, any use by COUNTY of such instrument of service for this or any other project shall be at COUNTY'S sole risk and responsibility.

At the time CONTRACTOR submits PROGRAM documents and materials to COUNTY, CONTRACTOR shall also submit to COUNTY a request for final compensation for CONTRACTOR for services rendered pursuant to this AGREEMENT prior to the date of the written notice of termination. COUNTY shall review and approve all submittals, and negotiated compensation will not exceed the costs as set forth in the COST PROPOSAL for the various items of work. COUNTY shall assume no liability for costs, expenses, or lost profits resulting from contracts entered into by CONTRACTOR with third parties in reliance upon this AGREEMENT. Such payment upon termination shall be accepted by CONTRACTOR as complete compensation of CONTRACTOR for all services and CONTRACTOR shall waive all claims against the COUNTY arising directly or indirectly under

this AGREEMENT, consistent with provisions of Section XI-HOLD HARMLESS.

X – ASSIGNMENT

Both parties shall give their personal attention to the faithful performance of this AGREEMENT and shall not assign, transfer, convey, or otherwise dispose of this AGREEMENT or any right, title or interest in or to the same or any part thereof without the prior written consent of the other party and then only subject to such terms and conditions as the other party may require. Consent to one assignment shall not be deemed to be consent to any subsequent assignments. Any assignments without such approval shall be void and, at the option of the other party, shall terminate this AGREEMENT and any license, right or privilege granted herein. This AGREEMENT and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

XI – HOLD HARMLESS

For the benefit and protection of the parties hereto and as additional consideration to the parties hereto, the parties agree as follows:

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and the incorporated Cities within San Joaquin County, their officers, agents, and employees, from and against any and all claims, demands, costs, or liability arising from or connected to the performance of services provided under this AGREEMENT, and to pay all claims due to the negligent or willful acts, errors, omissions or misdeeds of the CONTRACTOR, its officers, agents, or employees including damages, judgments, legal costs and attorney fees relating thereto. This indemnity obligation extends to all forms of negligence by the CONTRACTOR whether active, passive, sole or concurrent.

XII – INSURANCE

CONTRACTOR shall not commence any work until CONTRACTOR obtains, at CONTRACTOR'S own expense, all required insurance. Such insurance shall be primary, shall name the COUNTY and the incorporated Cities within San Joaquin County as additional insured, and shall expressly indicate that such insurance is related to CONTRACTOR'S activities under this AGREEMENT. CONTRACTOR shall furnish certification of insurance within ten (10) calendar days of execution of this AGREEMENT by COUNTY, and prior to issuance by COUNTY of Notice To Proceed. Such insurance must be from an insurer licensed to do business in the State of California with a current A.M. Best rating of no less than A:VII; any lesser rating will be subject to approval by the COUNTY. The Certificate of Insurance shall identify all cities within the geographical boundaries of San Joaquin County, and the COUNTY, as additional insured and primary as to this AGREEMENT, either by special endorsement or separate certification. As evidence of specified insurance coverage, the COUNTY may, in lieu of actual policies, accept certificates issued by the insurance carrier showing such policies are in force for the specified period during which services will be provided by CONTRACTOR. Each Policy or certificate shall bear an endorsement or statement waiving right of cancellation or reduction in coverage without at least thirty (30) days notice in writing to be delivered by registered mail to the COUNTY.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article are also to be met by CONTRACTOR'S subcontractors/contractors who provide services pursuant to this AGREEMENT. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

CONTRACTOR, at the CONTRACTOR'S own expense, shall obtain and keep in force

and effect during the term of this AGREEMENT, and provide evidence of, all of the following insurance policies with at least the following minimum coverage:

- A. General Liability Insurance on an occurrence based policy, including contractual liability with a combined single limit in the amount of Two Million Dollars (\$2,000,000).
- B. Automobile Liability Insurance with a combined single limit in the amount of One Million Dollars (\$1,000,000).
- C. Environmental Impairment Liability (Pollution Prevention) on an occurrence based policy, including contractual liability with a combined single limit of Two Million Dollars (\$2,000,000) per occurrence/Two Million Dollars (\$2,000,000) annual aggregate.
- D. Workers' Compensation Insurance for all employees of CONTRACTOR engaged in work under this AGREEMENT, and in case any work is sublet, the CONTRACTOR shall require subcontractors to similarly provide Workers' Compensation Insurance for all the latter's employees. If any class of employees engaged in hazardous work under this AGREEMENT is not protected under the Workers' Compensation Statute, CONTRACTOR shall provide and shall cause any subcontractor to provide insurance for the protection of employees engaged in hazardous work.

CONTRACTOR, by executing this AGREEMENT, certifies that CONTRACTOR is aware of the provisions of Section 3700 et seq. of the Labor Code of the State of California requiring every employer to be insured against the liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and certifies that CONTRACTOR will comply with such provisions before commencing the performance of the work of this AGREEMENT.

XIII – WAIVER

In the event that either COUNTY or CONTRACTOR shall at any time or times waive any breach of this AGREEMENT by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this AGREEMENT whether of the same or any other covenant, condition or obligation.

XIV – COSTS AND ATTORNEY'S FEES

The prevailing party of any action brought to enforce or construe the terms of this AGREEMENT may recover from the other party its reasonable costs and attorney's fees expended in connection with such an action.

XV – Non-Exclusive Rights

This AGREEMENT designates CONTRACTOR as the COUNTY'S exclusive Designated Approved Collector, pursuant to Title 14 CCR 18660.5(a)(19), for the purpose of providing waste recovery services on behalf of the COUNTY for certain electronic wastes qualifying for the Electronic Waste Recycling Act of 2003's Covered Electronic Waste Payment System (SB 20/SB 50).

XVI – AGREEMENT CONTAINS ALL UNDERSTANDING

This document and its exhibits and attachments represent the entire integrated AGREEMENT between the COUNTY and CONTRACTOR, and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both the COUNTY and CONTRACTOR. This AGREEMENT shall be governed by the laws of the State of California.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be

executed on the day and year first above written.

COUNTY OF SAN JOAQUIN,
a political subdivision of
the State of California

By: Steve J. Bestolarides
STEVE J. BESTOLARIDES, Chairman
of the Board of Supervisors

ONSITE ELECTRONICS
RECYCLING, LLC

By: Janice Oldemeyer
JANICE OLDEMEYER, President

"COUNTY"

"CONTRACTOR"

ATTEST: LOIS M. SAHYOUN
Clerk of the Board of Supervisors of
the County of San Joaquin,
State of California

By: Caroline Garcia
Deputy Clerk



RECOMMENDED FOR APPROVAL:

By: _____
THOMAS M. GAU
Director of Public Works

APPROVED AS TO FORM:

By: Lawrence P. Meyers
LAWRENCE P. MEYERS
Deputy County Counsel

Form A, Electronic Waste Recycling Cost Sheet

Table 1 – E-waste:

For collection events and homebound pickups, please note any costs the COUNTY or resident would incur. Please attach additional pages noting any restrictions or limitations associated with your cost proposal.

<i>Service</i>	<i>Collection Fee (per pound)</i>	<i>Recycling Fee (per pound)</i>	<i>Other Costs to COUNTY</i>	<i>Reimbursement to COUNTY</i>
SB-20 eligible materials (CEW)				
North County & Foothill Landfills	N/A	N/A	N/A	CalRecycle Recovery Payment Rate (currently \$0.16/lb)
Lovelace MRF	N/A	N/A	N/A	CalRecycle Recovery Payment Rate (currently \$0.16/lb)
HHW Facility	N/A	N/A	N/A	CalRecycle Recovery Payment Rate (currently \$0.16/lb)
Collection Events	N/A	N/A	N/A	N/A
Homebound Pickups	N/A	N/A	N/A	N/A
UWED and non-SB-20 materials				
North County & Foothill Landfills	N/A	N/A	N/A	N/A
Lovelace MRF	N/A	N/A	N/A	N/A
HHW Facility	N/A	N/A	N/A	N/A
Collection Events	N/A	N/A	N/A	N/A
Homebound Pickups	N/A	N/A	N/A	N/A

Large Volume Generators

Though we realize that each generator may be charged depending on the material, please describe the general rates you will charge for collection of material from homes or businesses which are referred from the County disposal sites (generators with more than four CRTs or nine UWEDs):

Onsite generally will not charge for the pickup and recycling of material from homes or businesses. However, we do reserve the right to charge for these services in the event the generator has costly material to recycle or if the metals market changes substantially. During our seven years of servicing the Counties contract, we have never charged homeowners or businesses for collection and recycling of e-waste.

Table 2 – Universal waste & other recyclables:

Note any costs the COUNTY would incur for universal waste and other recyclables collected at events. Please attach additional pages noting any restrictions or limitations associated with your cost proposal.

<i>Material</i>	<i>Container Size</i>	<i>Price per Container</i>	<i>Transportation Cost per Container</i>	<i>Other costs*</i>	<i>Cost Per Pound</i>
Mercury	5 gal	N/A	N/A	N/A	\$12.00
Mercury-containing Devices/ Novelties	5 al	N/A	N/A	N/A	\$12.00
Fluorescent Light Tubes	Straight Tubes	N/A	N/a	\$0.12/ft	N/A
	U-Tube, CFL, Circular	N/A	N/A	\$0.50/each	N/A
	HID, Mercury, Metal Halide, Sodium	N/A	N/A	\$1.45/each	N/A
	LED	N/A	N/A	\$0.50/each	N/A
	Broken, Crushed	N/A	N/A	N/A	\$0.50
Household Batteries - Alkaline	5 – 55 Gal	N/A	N/A	N/A	\$0.68
Household Batteries - Lead Acid	5 Gal	N/A	N/A	N/A	\$0.05
Household Batteries - Nickel-Cadmium	5 Gal	N/A	N/A	N/A	\$0.05
Household Batteries - Mercury	5 Gal	N/A	N/A	N/A	\$5.00
Household Batteries - Lithium	5 Gal	N/A	N/A	N/A	\$3.50
Electronic Ballasts					
Other: Household Batteries Lithion Ion	5 Gal	N/A	N/A	N/A	\$0.05

(Add additional lines if necessary.)

* For personnel, equipment and/or materials necessary to provide u-waste collection services, include any itemized costs the COUNTY would incur. Please detail the item, unit of measure and cost in the table below.

<i>Item</i>	<i>Unit of Measure</i>	<i>Cost</i>
N/A	N/A	N/A

(Add additional lines if necessary.)

List any additional costs associated with proposed recycling services not reflected above:

Notes (optional):

Onsite has proposed recycling rates for non-electronic Universal Wastes collected at e-waste/Universal Waste events. Onsite is happy to manage these materials directly for the County, or deliver them to the County HHW Facility for recycling if preferred.

Form B, Certified Appliance Recycling Cost Sheet

Please provide per unit rates for removal of materials requiring special handling from the following appliances:

<i>Appliance</i>	<i>Per Unit Rate (\$)</i>
Refrigerator/ Freezer	\$12.00
Commercial Refrigerator	\$12.00
Air Conditioner	\$12.00
Commercial Air Conditioner	\$12.00
Washer	\$9.00
Dryer	\$5.00
Stove	\$5.00
Oven	\$5.00
Dishwasher	\$0.00
Space Heater	\$5.00
Furnace	\$5.00
Water Heater	\$0.00
Pool Heater	\$5.00
Trash Compactor	N/A
Other non- Freon containing	
Other Freon- containing	

Notes (optional):

Non-freon containing refrigerators will be charged on a case-by-case basis.

¹² Before the Board of Supervisors

County of San Joaquin, State of California

B-12- 341

MOTION: **Bestolarides/Ornellas/5**

BOARD ORDER APPROVING AN AGREEMENT TO PROVIDE ELECTRONIC WASTE AND CERTIFIED APPLIANCE RECYCLING SERVICES

THIS BOARD OF SUPERVISORS hereby approves an Agreement titled "Agreement to Provide Electronic Waste Recycling and Certified Appliance Recycling Services," between San Joaquin County and Onsite Electronics Recycling, LLC; and

FURTHER, authorizes and directs the Chairman of the Board of Supervisors to sign the Agreement on behalf of the County; and

FURTHER, authorizes the Director of Public Works to amend or extend the term of the Agreement, on behalf of the County, provided any term extension does not exceed two years and total costs do not exceed \$450,000.

I HEREBY CERTIFY that the above order was passed and adopted 5/22/12 by the following vote of the Board of Supervisors, to wit:

- AYES: **Villapudua, Vogel, Ruhstaller, Ornellas, Bestolarides**
- NOES: **None**
- ABSENT: **None**
- ABSTAIN: **None**

LOIS M. SAHYOUN
Clerk of the Board of Supervisors
County of San Joaquin
State of California



Lois M. Sahyoun