



To: Board of Directors  
From: David Krueger  
Date: March 28, 2024  
Subject: March 28, 2024 Board Meeting

Agenda Item 4.d: Issue RFP for Post-Collection Services and Begin Sole Source Negotiations for Reuse and Cleanup Day Services; Errata to Attachment C-1 Items (a) – (e): Post-Collection Agreements

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Staff recommends edits to all of the Post-Collection Agreements at Attachment C-1, Items (a) Transfer Agreement, (b) Disposal Agreement, (c) Recyclable Materials Processing Agreement, (d) Commingled Organic Materials Composting Agreement, and (e) Mixed Waste Processing Agreement, as follows (underline indicates additions, ~~strikeout~~ indicates deletions):

### **Section 2.5 Payment of Procurement Expenses**

In exchange for the grant of this Agreement, Contractor agrees to pay {different amount for each Agreement} dollars (\$\_\_\_\_\_) to the Authority to reimburse the Authority for its procurement costs and expenses. The Contractor shall make payment to Authority by check within fifteen (15) Days after the Effective Date of this Agreement. This payment shall not be recovered by Contractor through Tipping Fees charged under this Agreement.

{Note to Proposer: The current amount listed under this Section 2.5 reflects the Authority's current estimate of the relative cost allocation for each of the service agreements the Authority may award; however, this amount may increase by up to fifteen percent (15%) based on the final procurement costs and the service agreements executed by the Authority.}

### **Section 8.8 Vehicle Turnaround Guarantee**

**D. Contractor Dispute of Complaints.** The Contractor may provide evidence disputing any complaint received from ~~by~~ the Franchised Collector regarding vehicle turnaround times, including, but not limited to, camera recordings of Franchised Collector vehicle(s), scale house records, or other

documented timestamp of the Franchised Collector arrival and departure times from the Approved Transfer Facility. ....

### **Section 10.5 Adjustment to Tipping Fees for Changes in Scope**

**B. Changes in Facility.** In the event of an Authority-initiated redirection of Transfer services consistent with Section ~~5.8~~ 5.5 of this Agreement, Contractor shall be entitled to a revised Transfer Transportation Tipping component for Tipping Fees charged on material directly impacted by the Authority's redirection of Transfer services, beginning on the first date that such materials are redirected by the Authority. ....

### **Section 14.2 Contractor's Right to Remedy Breach**

~~Except for Labor Unrest, t~~The Authority shall promptly, or as soon as practicable, provide Contractor written notice of an Event of Breach; ~~provided, however, that Labor Unrest shall not require any written notice by the Authority and the cure period shall begin on the first day of Labor Unrest.~~ Upon written notice, ~~or beginning on the first day of Labor Unrest,~~ Contractor shall have ten (10) Days to cure the breach. However, if Contractor demonstrates that: (a) the breach is curable; and, (b) ten (10) Days is insufficient to cure the breach, then Contractor may receive thirty (30) Days or another extension of time agreed to by the Authority in order to cure the breach. ~~Labor unrest shall not be allowed any extension of time beyond the initial ten (10) day cure period.~~

An Event of Breach caused by Labor Unrest shall not require any written notice by the Authority. Beginning on the first day of Labor Unrest, Contractor shall have ten (10) Days to cure the breach. Labor Unrest shall not be allowed any extension of time beyond the initial ten (10) Day cure period.

### **Exhibit A: Defined Terms**

**“Dwelling Unit”** means any individual living unit in a Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, ~~or a~~ motor home, micro-unit, or single-room occupancy (SRO), located on a permanent site intended for, or capable of being utilized for, Residential living other than hotels or motels.