

AMENDMENT OF SOLID WASTE COLLECTION SERVICES AGREEMENT

Date of Agreement: August 17, 2015

The Yadkin County school system has requested to add two school locations requiring recycling collection. Per Section 9 of the Solid Waste Collection Services contract between Yadkin County and Republic Services of North Carolina, LLC, dated July 14, 2014, "This agreement may be modified only by a writing signed by both parties."

This amendment agreement serves as written notice that Yadkin County and Republic Services of North Carolina, LLC, agree to add the following locations to the Agreement as an addition to Exhibit A, Recycling Collection Schedule County Owned Container- Schools (see attachment), and the two locations will be added to the collection route and invoice.

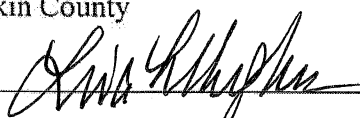
All of the other original conditions contained in the contract dated July 14, 2014 remain unchanged.

Recycling Collection Schedule County Owned Containers

Facility Name	Address	# of Containers	recycling Services per Week	Total recycle pickups per week	Service Days
Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	1	.5	.5	W*
School Administration Building	121 Washington Street, Yadkinville, NC 27055	1	.5	.5	W*
Totals		2	1	1	\$485.16 per year

- Effective July 1, 2015 \$9.33 per pick up
- Every other week service, cardboard only

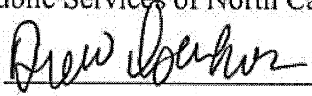
Yadkin County

BY: 

Name: Lisa Hughes

Title: County Manager

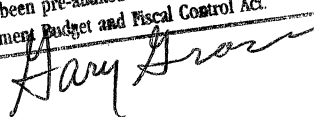
Republic Services of North Carolina, LLC

BY: 

Name: Drew Isenhour

Title: V.P.

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



YADKIN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 14th day of July, 2014 ("Effective Date") between Yadkin County, North Carolina ("County") and Republic Services of North Carolina, LLC ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the non-hazardous Municipal Solid Waste collection and disposal and recycling services and to provide the materials (all collectively called the "Services") for the County as described in Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be for five years, commencing on July 14, 2014 and expiring on July 13, 2019. The parties acknowledge and agree that this Agreement is intended to be an agreement in accordance with Sections 11.4 and 11.5 of the Request for Proposal issued by the County for solid waste services (the "RFP").

3. Payment. The County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement and Exhibit A. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law. The pricing in Exhibit A shall be adjusted annually to reflect changes in the cost of doing business as measured by the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of

Statistics (the "CPI"). Rates will be adjusted using the month of March trailing 12 months average CPI compared to the 12 months preceding. The charges to the County shall be adjusted annually effective July, 1 of each year. The first adjustment shall be made for the year beginning, July 1, 2015

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider that shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) Federal or State income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section D of the RFP, provided, however, that the general commercial liability insurance policy limit shall be \$5 million primary and \$5 million express/umbrella. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) to the extent caused by the negligence or willful misconduct of Provider in performing the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ninety (90) days' written notice to the Provider. Ninety days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement.

9. Entire Agreement. This Agreement (including the attached Exhibit A and the RFP) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Waste Definitions. The parties agree that the following definitions shall apply to the Contract Specifications:

- a. "Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substance Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination
- b. "Municipal Solid Waste" means non-hazardous municipal solid waste materials, but does not include any Unacceptable Waste.
- c. "Unacceptable Waste" means highly flammable substances, Hazardous Waste Materials, liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility.

11. Title to Waste. Title to and liability for Unacceptable Waste or Hazardous Waste shall at no time pass to Provider.

12. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Yadkin County, North Carolina, unless it is properly filed in Federal court, in which case it must be filed in the Federal District Court for the Middle District of North Carolina.

13. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

14. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable Federal, State, and local laws and regulations.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee as follows:

If to the County:

217 E. Willow St.
Yadkinville, NC 27055

If to Provider:

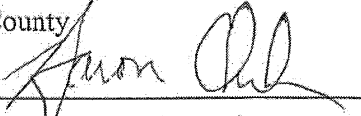
1220 Commerce St. SW
Box 1
Conover, NC 28613

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A or the RFP, the above language of this Agreement will control.

[Signatures on following page]

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

Yadkin County
BY: 
Name: Aaron Church
Title: County Manager

Republic Services of North Carolina, LLC
BY: 
Name: Drew Isenhour
Title: V.P.

EXHIBIT A

Site No.	Location	# of Containers	MSW Services per week	Total MSW pick ups per Week	Service Days
1	1008 Catherine Road, Jonesville, NC 28642	14	4	56	M, Th, F, Sa
2	3016 Maratha Church Road, Deep Creek, NC 27020	12	4	48	M, F, Sa
3	1810 Patterson Mill Road, Yadkinville, NC 27055	7	4	28	M, Sa
4	3304 Dal Road, East Bend, NC 27018	12	4	48	M, F, Sa
5	1209 Lone Hickory Road, Yadkinville, NC 27055	12	4	48	M, F, Sa
6	1405 Speer Bridge Road, Yadkinville, NC 27055	13	5	65	M, T, W, F, Sa
7	3240 Hamptonville Road, Hamptonville, NC 27020	8	1	8	M
8	1149 Landfill Road, Yadkinville, NC 27055	6	6	36	M, T, W, Th, F, Sa
Totals		84	32	331	\$175,906.64/yr.

MSW Collection Schedule County Owned Containers

Site	Location	# of Containers	MSW Services per week	Total MSW pick ups per Week	Service Days
County Park	6600 Service Road, Yadkinville, NC 27055	2	On Call	On Call	\$10.22/call
County Jail	201 East Cherry Street, Yadkinville, NC 27055	1	2	2	M, W
Town Lot	Corner of Cherry Street & Jackson Street, Yadkinville, NC 27055	1	2	2	M, W
Totals		4	4	4	\$2125.76/yr

MSW Collection Schedule County Owned Containers- Schools

Facility Name	Address	# of Containers	MSW Services per Week	Total MSW pickups per week	Service Days
Booneville Elementary	232 East Main Street, Booneville, NC 27011	2	3	6	M, W, F
Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	2	3	6	M, W, F
East Bend Elementary	205 School Street East Bend, NC 27018	2	3	6	M, W, F
Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	2	3	6	M, W, F
Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	2	3	6	M, W, F
Forbush High School	1525 Falcon Road, East Bend, NC 27108	4	3	12	M, W, F
Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	2	3	6	M, W, F
Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	2	3	6	M, W, F
Starmount High School	2516 Longtown Road, Booneville, NC 27011	3	3	9	M, W, F
Starmount Middle School	2626 Longtown Road, Booneville, NC 27011	2	3	6	M, W, F
West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	3	3	9	M, W, F
Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	1	3	3	M, W, F
Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	3	3	9	M, W, F
Bus Garage	300 N. Lee Avenue, Yadkinville, NC 27055	1	.5	.5	M*
School Administration Building	121 Washington Street, Yadkinville, NC 27055	1	.5	.5	M*
Totals		32	40	91	\$41,208.06/yr. **

*Every other week service

**Schools serviced 1X/wk. during summer months

$91 \times 42 \times \$10.22 = \39060.84

$21.01 \times 10 \times \$10.22 = \2147.22

Recycling Collection Schedule County Owned Containers

Site No.	Location	# of Containers	MSW Services per week	Total recycle pick ups per Week	Service Days
1	1008 Catherine Road, Jonesville, NC 28642	9	2	18	T, Th
2	3016 Maranatha Church Road, Deep Creek, NC 27020	7	1	7	T
3	1810 Patterson Mill Road, Yadkinville, NC 27055	5	1	5	T
4	3304 Dal Road, East Bend, NC 27018	7	1	7	T
5	1209 Lone Hickory Road, Yadkinville, NC 57055	8	1	8	T
6	1405 Speer Bridge Road, Yadkinville, NC 57055	15	2	30	T, Th,
7	3240 Hamptonville Road, Hamptonville, NC 27020	5	1	5	T
8	1149 Landfill Road, Yadkinville, NC 27055	6	2	12	T, Th,
Totals		62	11	92	\$42,721.12/yr.

Recycling Collection Schedule County Owned Containers- Schools

Facility Name	Address	# of Containers	MSW Services per Week	Total recycle pickups per week	Service Days
Booneville Elementary	232 East Main Street, Booneville, NC 27011	2	1	2	T
Courtney Elementary	2529 Courtney-Huntsville Road, Yadkinville, NC 27055	2	1	2	T
East Bend Elementary	205 School Street East Bend, NC 27018	2	1	2	T
Fall Creek Elementary	2720 Smithtown Road, East bend, NC 27108	2	1	2	T
Forbush Elementary	1400 Bloomtown Road, East Bend, NC 27108	1*	1	1	T
Forbush High School	1525 Falcon Road, East Bend, NC 27108	2	1	2	T
Forbush Middle School	1431 Falcon Road, East Bend, NC 27108	1*	1	1	T
Jonesville Elementary	101 Cedarbrook Road, Jonesville, NC	2	1	2	T
Starmount High School	2516 Longtown Road, Booneville, NC 27011	2	1	2	T
Starmount Middle School	2626 Longtown Road, Booneville, NC 27011	1*	1	1	T
West Yadkin Elementary	4432 Old US 421 highway, Hamptonville, NC 27020	2	1	2	T
Yadkin Success Academy	733 East Main Street, Yadkinville, NC 27055	0	0	0	T
Yadkinville Elementary	305 N. State Street, Yadkinville, NC 27055	2	1	2	T
Bus Garage	300 N. Lee Avenue, Yadkinville, NC 27055	0	0	0	
School Administration Building	121 Washington Street, Yadkinville, NC 27055	0	0	0	
Totals		21	12	21	\$8308.84**

*Cardboard Only

** Schools services 1x/month during summer months

21 x 42 X \$8.93= \$7876.26

4.84 X 10 X \$8.93= \$432.21