



AGREEMENT

BETWEEN

COUNTY OF SAN MATEO

AND

BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

For the period of

March 1, 2003 through February 28, 2006

Contact Person: Robert Manchia
VRS Manager
(650) 802-6491

**Agreement with BFI Waste Systems of North America, Inc.
For
Supported employment services to clients of Vocational Rehabilitation
Services (VRS)**

THIS AGREEMENT, entered into this _____ day of _____, 2003, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and BFI Waste Systems of North America, Inc., hereinafter called "Contractor" for the purpose of providing supported employment services to clients of Vocational Rehabilitation Services.

W I T N E S S E T H :

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department/Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services of providing supported employment services to clients of the Human Services Agency, Vocational Rehabilitation Services (VRS).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

The following exhibits are attached hereto and incorporated by reference therein.

1. **Exhibits**

- Exhibit A: Program Description
- Exhibit B: Payment Schedule
- Exhibit C: Compliance with Section 504
- Exhibit D: Program Monitoring
- Exhibit E: Program Specific Requirements
- Attachment I: Code of Conduct/Drug and Alcohol Policy/Workplace Violence
- Exhibit F: Insurance Requirements

2. **Services to be Performed**

A. In consideration of the payments hereinafter set forth in Exhibit B, attached hereto and incorporated by reference herein, the County, under the general direction of the Contractor, or their authorized representative, with respect to the product or result of County's services, shall perform services as described in Exhibit A and E, attached hereto and incorporated by reference herein.

Contractor Services

B. **General** Pursuant to this Agreement, Contractor will provide material, equipment, and facilities for persons enrolled in the Vocational Rehabilitation Services Program of the County of San Mateo. Contractor will not provide any services hereunder of any other kind or description to the County.

3. **Payments**

A. **Amount.** In full consideration of County's performance of the supported employment services described in Exhibit A and E, the amount that the Contractor shall be obligated to pay for services rendered under this Agreement shall not exceed that which is invoiced for wage and administration reimbursement for the contract term.

B. **Rate and Terms of Payment.** The rate and terms of payment shall be as specified in Exhibit B. Any rate increase is subject to the approval of the Contractor or their authorized representative, and shall not be binding on the Contractor unless so approved in writing. In no event may the rates established in Exhibit B be increased to the extent that the maximum Contractor's obligation shall exceed the total specified in Exhibit B unless written and mutually agreed upon increases are necessary due to law or regulation, or other variables beyond that in which this payment schedule was based. Each payment shall be conditioned on the performance of the services described in Exhibit E to the full satisfaction of the Contractor or their representative.

C. **Time Limit for Submitting Invoices.** The County of San Mateo, Vocational Rehabilitation Services (VRS) shall submit an invoice for services to Contractor for payment in accordance with the provisions of Exhibit B. The Contractor shall pay each individual invoice within 30 days of receipt.

4. **Relationship of Parties**

It is expressly understood that this is an agreement between two (2) independent contractors and that no agency, employee, partnership, joint venture or other relationship is established by this Agreement. The intent by both County and Contractor is to create an independent contractor relationship. Contractor expressly acknowledges and accepts his/her/its tax status as, and the tax consequences, of an independent contractor. Further, as an independent contractor, Contractor expressly acknowledges and accepts that he/she/it has no rights, benefits, privileges and/or claims in any form whatsoever under, from, through and/or pursuant to the San Mateo County Civil Services Rules.

5. **Indemnification**

A. County shall defend, indemnify and hold harmless BFI and its affiliates from and against any and all claims, for injuries or damages to person and/or property, including costs, attorney's fees and settlements, arising out of or in connection with the work or this Agreement, and which result from the negligent acts or omissions of County, its officers and/or employees, which shall include VRS clients and staff.

Contractor Services

B. BFI shall defend, indemnify and hold harmless County from and against any and all claims, for injuries or damages to persons and/or property, including costs, attorney's fees and settlements, arising out of or in connection with the work or this Agreement, and which result from the negligent acts or omissions of BFI, its officers and/or employees.

C. In the event of concurrent negligence of the County and BFI, then the liability for claims within this indemnification provisions shall be apportioned under the California theory of comparative negligence as then established.

6. **Insurance**

A. The County shall not commence work under this Agreement unless and until all insurance required under this paragraph has been obtained. Upon request, each party shall furnish the other with certificates of insurance evidencing the required coverage. Such certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation** _____ **Employer's Liability Insurance.**

The County shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the County makes the following certification, required by Section 1861 of the California Labor Code:

County is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and County comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Bodily Injury** _____ **and Property Damage Liability**

Insurance. County and BFI shall maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance, self-insurance or a combination thereof, as shall protect the County and BFI while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from County's operations under this Agreement, whether such operations be by County or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Contractor Services

Such insurance as outlined in Exhibit G shall include:

- (a) Comprehensive General Liability
- (b) Motor Vehicle Liability Insurance
- (c) Workers Compensation

B. Each party shall be named as an additional insured on any such policies of insurance of the other, which shall also contain a provision that the insurance afforded thereby to the other shall be primary insurance to the full extent of the policy, and that if the other has other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

C. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the Contractor, at its option, may immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

D. In the event of any conflict between the foregoing and the coverage requirements of Exhibit F, the latter shall prevail.

7. **Non-Discrimination**

Contractor shall comply with the non-discrimination requirements described below:

A. **Disability**

(1) Pursuant to Section 504 (Public Law 93-112), the Contractor agrees that no otherwise qualified disabled individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

(2) Compliance of Section 504 of the Rehabilitation Act of 1973, as amended, requires that all benefits, aids and services are made available to disabled persons on an equivalent basis with those received by non-disabled persons. Contractor shall agree to be in compliance with Section 504 requirements by 1) signing the Letter of Assurance, attached and incorporated herein as Exhibit C, or 2) by developing a plan for compliance to be submitted to the Section 504 Coordinator, Department of Health Services, as soon as possible but not later than by the end of the current Fiscal Year.

B. **Non-Discrimination - General.** No person shall, on the grounds of age (over 40), ancestry, creed, color, disability, marital status, medical conditions, national origin, political or

Contractor Services

religious affiliation, race, sex, sexual orientation or any non-job-related criteria be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

C. **Non-Discrimination - Employment:** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Agreement. Contractor's affirmative action policies shall be made available to County upon request.

D. _____ \ _____

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of Section 7, the County Manager shall have the authority to:

- i) examine Contractor's employment records with respect to compliance with Section 7
- ii) set off all or any portion of the amount described in Section 7 against amounts due to Contractor under this Agreement

With respect to services performed under this Agreement Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within thirty (30) days of such filing, provided that within such thirty (30) days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complaint, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

8. **Assignments and Subcontracts**

A. Without the written consent of the Director of Human Services Agency or her designee, this Agreement is not assignable in whole or in part. Any assignment without the written consent of the Director of Human Services Agency or the Contractor or their respective designee violates this Agreement and shall automatically terminate this Agreement.

B. County may use Vocational Rehabilitation Service's clients to carry out responsibilities undertaken pursuant to this Agreement, but shall not employ subcontractors or

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consultants to carry out the responsibilities without the written consent of Contractor or their designee.

C. All assignees, subcontractors, or consultants approved by the Contractor or their designee shall be subject to the same terms and conditions applicable to the Contractor under this Agreement, and Contractor shall be liable for the assignee's, subcontractor's or consultant's acts and/or omissions.

D. All agreements between the County and subcontractor and/or assignee for services pursuant to this Agreement shall be in writing and shall be provided to the County.

9. Records

A. County and Contractor agrees to provide to the other party, and to any Federal or State department having monitoring or reviewing authority, or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed. Any obligation to produce records to Contractor shall be subject to applicable confidentiality status.

B. County shall maintain and preserve all records relating to this Agreement in its possession of any third party performing work related to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

10. with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement (if any) shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Exhibit C, which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor Services

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. **Monitoring**

All services performed and payments made pursuant to this agreement shall be monitored according to the protocols set forth in Exhibit E and Code of Conduct in Attachment I, attached hereto and incorporated by reference herein.

12. **Program Specific Requirement**

The program specific requirements contained in Exhibit E and Code of Conduct in Attachment I, attached hereto and incorporated by reference herein.

13. **Entire Agreement**

This Agreement is entire and contains all the terms and conditions agreed upon by the parties. No alteration or variation shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement shall be binding on the parties hereto.

14. **Interpretation and Enforcement**

A. Any notice, request, demand or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed:

- 1) In the case of County, to:
Robert Manchia, VRS Manager
County of San Mateo
550 Quarry Road
San Carlos, CA 94070
(650) 802-6491
- 2) In the case of Contractor, to:
District Manager
BFI Waste Systems of North America, Inc.
225 Shoreway Road
San Carlos, CA 94070
(650) 592-2411

B. Controlling Law.

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California.

16. Term of the Agreement

Subject to compliance with the terms and conditions of this Agreement for supported employment services to clients of Vocational Rehabilitation Services, the term of this Agreement shall be from March 1, 2003 through February 28, 2006. This Agreement may be terminated by Contractor, Director of Human Services or her designee at any time upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Rose Jacobs Gibson, President
Board of Supervisors, County of San Mateo

Date: _____

ATTEST:

Clerk of Said Board

Date: _____

BFI Waste Systems of North America, Inc.

CHRIS VALBUSA
Title - Print GENERAL MANAGER

Chris Valbusa

Date: 11/17/2003

Jan 12
10/27/2003

EXHIBIT A

Program Description

BFI Waste Systems of North America, Inc.
March 1, 2003 through February 28, 2006

This Agreement will establish a joint program between the County of San Mateo and Contractor to continue a Supported Employment Program at Contractor's facility located in San Carlos, California.

For the purposes of this Agreement, supported employment will be defined as a specific number of Vocational Rehabilitation Services (VRS) clients assigned to the Contractor as specified in Exhibit B, and under the direct supervision of a VRS Utility Worker. This scenario is commonly called an enclave wherein VRS would assign both clients and supervisor(s) to work at a location other than VRS.

The County, through the VRS Supported Employment Program will perform certain services for the Contractor relating to its source separated recycling as described in Exhibit E. VRS agrees to pay the clients wages and BFI agrees to reimburse VRS for wages, supervision, and administrative overhead as described in Exhibit B. Specific services provided to BFI are specified in Exhibit F.

Any disciplinary action and/or termination of any of the VRS assigned workers must be by mutual agreement between BFI and VRS representatives, prior to any action being taken.

EXHIBIT B

Payment Schedule

BFI Waste Systems of North America, Inc.
March 1, 2003 through February 28, 2006

In accordance to the terms of this Agreement, the Contractor agrees to reimburse VRS \$12.50 per hour up to 8 clients and 1 utility worker, 8 hours a day, 5 days a week. This rate is for the first year of the Agreement beginning March 1, 2003 and ending February 28, 2004. For the second and third years of the Agreement, the Contractor agrees to pay the hourly rate of \$13.00 per hour, and \$13.50 per hour respectively. If Vocational Rehabilitation Services (VRS) elects to place more than 8 clients at the Contractor's location for any given day, the Contractor will reimburse VRS \$7.12 for every client hour for the first year of the Agreement, \$7.41 for every client hour for the second year and \$7.70 for every client hour the third year beyond that which is stated above. It is estimated that the Contractor will reimburse VRS approximately \$234,000 for client/utility worker wages and associated costs in the first year.

BFI will have the option of requesting overtime after 8 hours or after 5 working days at the overtime rate of pay at time and a half.

The reimbursement schedule as stated shall be reviewed annually from the start date of this Agreement. BFI will only reimburse VRS for actual time worked of each client or utility worker. VRS may request an increase due to cost of living increases or other salary increases subject to the Utility Worker's salary. In addition, VRS shall increase this reimbursement schedule with a thirty (30) day notice to the Contractor in the event of changes in law or regulations which result in an increase in minimum wage or other factors beyond that which this reimbursement schedule was devised.

Estimated Budget		
Revenue:	Contractor Reimbursement /Wages/Overhead	\$234,000
Expenses:	Client Wages/Workers' Compensation	\$126,360
	Staff Wages and Benefits	\$57,500
	Overhead	\$50,140
	Total:	\$234,000
	Net County Cost:	\$0

**Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. employs fewer than 15 persons.
- b. employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Type or Print

Name of 504 Person: PHILLIP S. FLEISHER, HUMAN RESOURCES MGR.

Address: 225 SHOREWAY RD.

City & State Zip Code: SAN CARLOS, CA 94070

I certify that the above information is complete and correct to the best of my knowledge.

11/17/2003
Date

Chin Volbena - GENERAL MGR.
Signature and Title of
Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

EXHIBIT D

PROGRAM MONITORING

BFI Waste System of North America, Inc.

March 1, 2003 through February 28, 2006

The County of San Mateo through Vocational Rehabilitation Services (VRS) shall monitor the Supported Employment Program at the Contractor's facility as described herein. The VRS Central Region Manager or designee, shall oversee and assure that the terms and conditions of this Agreement are adhered to by all parties and shall be available to BFI's assigned designee to resolve any programmatic concerns.

Program Specific Requirements

BFI Waste Systems of North America, Inc.

March 1, 2003 through February 28, 2006

The County, through the Vocational Rehabilitation Services (VRS) Supported Employment Program, shall assign clients and staff to the Contractor as outlined in this Agreement. The Contractor agrees to employ up to 8 clients and 1 utility worker at the rates described in Exhibit B. The assigned individuals will follow tasks as specified by the Contractor as relates to material separation for the purposes of recycling.

Newspaper: From the sorting belt, remove and discard prohibited materials from the newspaper. These items include, but are not limited to, grocery bags, string, plastic, other non-paper materials, magazines and phone books. Most sorting is performed from a standing position at the sorting belt, some sorting may be required from the floor, to remove large pieces of cardboard or other materials.

Glass, Cans, and Plastics: From the sorting belt and from floor sorting, remove specific types of plastic to their designated storage areas, by throwing into hoppers directly in front of them. Remove aluminum cans and non-recyclable items to chutes at either side of sorting station.

Mixed Recyclable: At sorting belt, from a standing position or from floor sorting, remove corrugated cardboard, recyclable paper and/or non-recyclable items into chutes at the side of the sorting stations.

Clean-Up: During the day and at the end of the day all sorters will participate in clean-up of the sorting stations, recyclery equipment, recyclery grounds and recyclery floor. Sorters also participate in cleaning the belts and conveyor pits normally on a weekly basis. Cleaning of belts and conveyor pits may only be performed while the equipment is appropriately locked out and tagged out for maintenance.

Incentive Program: At BFI's discretion, they may enact an Incentive Program whereas clients may receive some form of reward for various achievements. The County has no involvement in the Incentive Program and are held harmless and have no obligation to fund or otherwise participate in BFI's Incentive Program.

Code of Conduct/Drug and Alcohol Use/Workplace Violence: BFI's employees, VRS clients, and County staff working at the recyclery will observe BFI's Code of Conduct, Drug and Alcohol Policy and Workplace Violence Policy as described in attachment I.

Working Hours: 7:00 a.m. through 3:30 p.m., Monday through Friday. Additional overtime, weekend, and holiday work may be requested.

Vocational Rehabilitation Services clients and County staff working at the Recyclery shall be made aware of the Code of Conduct applicable to BFI employees, and govern themselves accordingly. Any violation of the Code of Conduct by VRS clients and County staff working at the Recyclery may result in re-assignment to a program other than BFI.

The Company (BFI) wishes to maintain a workplace where all employees are safe and enjoy coming to work, while at the same time providing a service to our customers in a competitive and efficient manner. To accomplish this, cooperation is required from everyone and a set of guidelines regarding employee conduct has been put in place.

Any action that, in the opinion of BFI, actually or potentially interferes with or harms its business is a reason for requesting that action to BFI. This discipline may range from warnings to immediate discharge, depending on the action.

To decide on the appropriate action, VRS, acting on the recommendation of the Contractor may consider the seriousness of the action, the employee's record, the ability to correct the action, discipline the Company (BFI) has used for similar action by other employees, how the action affects customer and other circumstances.

The following is a partial list of actions that may result in a request for removal of a VRS client or County staff and, depending on the severity may be grounds for immediate termination.

- Unsatisfactory performance, such as failure to do assigned work in a satisfactory manner, or failure to cooperate satisfactorily with other co-workers;
- Insubordination, such as failure or refusal to do assigned work or carry out any reasonable direction of a supervisor;
- Violation of any Company policy, work rule or procedure;
- Discrimination in hiring, paying, promoting, transferring, training, terminating or otherwise dealing with employees on the grounds of race, color, religion, national origin, gender, age, disability, sexual orientation, veteran status, or other classification protected by law;
- Absence from work without proper notification and authorization;
- Failure to return at the end of vacation or leave of absence;
- Harassment in violation of company policy;
- Retaliation or threatening retaliation against employees who exercise rights under company policies or employment laws;
- Fighting, or coercing any fellow employee;

- Use, sale, purchase, transfer, consumption, presence in one's system or transportation of any alcoholic beverage or illegal drug, or the misuse of prescription drugs, on or in Company property or on Company time;
- Smoking in prohibited areas;
- Violation of Company safety practices (refer to the Allied Waste "Employee Safe Driving and Safe Work Practices" guide);
- Conflict of interest with company business;
- Improper use or distribution of confidential company information, including personnel-related information regarding other employees;
- Acts of sabotage, destruction, salvaging or unauthorized removal of company or of another person's property;
- Possession or storage of firearms, explosives or weapons on company premises or on company time;
- Dishonesty regarding any aspect of your employment or company business including misuse of funds or other company property;
- Conduct that reflects badly on the company; and
- Failure to follow the rules of conduct necessary to the safety and welfare of the company, its employees and the public.

The above list is not intended to be complete and does not change any employee's at will relationship with the Company (BFI).

Drug and Alcohol Use

BFI is committed to providing a safe and healthy workplace for its employees. Our commitment is demonstrated in part through our drug and alcohol program, which consists of pre-employment, random, reasonable suspicion, post-accident, and follow-up testing for drug and alcohol misuse. This testing applies to all employees, regardless of position, to the extent allowable by law.

Our Alcohol and Drug Free Workplace and Substance Abuse Policy and related procedures apply to any employee while at work or doing his/her job, on or in company property or operating company equipment. It specifically prohibits the use, sale, alcoholic beverage or controlled substance (with the exception of medically prescribed drugs being used properly as explained in the referenced policy). Although this summary is provided to give you an overview of the company's Alcohol and Drug Free Workplace and Substance Abuse Policy, you are strongly encouraged to read the actual policy and procedures.

Workplace Violence

We believe that a supportive and healthy workplace is free of violence or the threat of violence. To make sure you, our customers, and others are safe, acts of violence will not be tolerated.

Violent behavior includes:

- Actual or threatened harm to another person, whether verbal or physical in nature;
- The possession on company property of weapons or explosives of any kind; or
- Loud, angry, or disruptive conduct.

If a client/employee knows or suspects that a violent act has occurred or may occur in the future, it must be reported promptly to his/her supervisor or any manager or to a Human Resources or Safety representative. No adverse action will be taken against anyone who, in good faith, reports acts or threats of violence. We will investigate all reports of violence or threats of violence and will take appropriate action to ensure a safe working environment.

Exhibit F

Insurance. County and Contractor agrees to keep at a minimum the following insurance requirements in full force and effect during the term of this Agreement. This requirement may be met by insurance, self insurance or a combination thereof.

Workers' Compensation

This coverage is required if Contractor employs individuals on either a full or part-time basis to perform the Services

Coverage A

Statutory

Coverage B - Employers Liability

\$2,000,000 each Bodily Injury by Accident

\$2,000,000 policy limit Bodily Injury by Disease

\$2,000,000 each occurrence Bodily Injury by Disease

Bodily Injury/Property Damage
Combined - Single Limit

\$5,000,000

Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).

Commercial

Bodily Injury/Property Damage
Combined - Single Limit

\$5,000,000 each occurrence

\$10,000,000 general aggregate

- Commercial General Liability insurance is to include Contractual Liability coverage specifically covering Contractor's Indemnification of Owner as stated in Paragraph 6 above.
- Coverage is to be provided for Products/Completed Operations.
- The policy shall also contain a cross Liability/Severability of Interests provision assuring that the acts of one insured does not affect the applicability of coverage to another insured.
- Contractor can meet the above required amount of liability through primary or primary and umbrella insurance coverages.

The policy shall be endorsed to provide *Allied with thirty (30) days prior written notice of termination, cancellation or material change in coverage. Such insurance shall name Allied as additional insured and shall hold Allied harmless of liability and all such actions. Satisfactory evidence of such insurance in an acceptable company shall be submitted to Allied at least ten (10) days prior to the execution of this Agreement. Allied shall be the sole judge of what evidence is satisfactory and which company is acceptable. In addition, said certificates of insurance naming Allied as additional insured shall be resubmitted to Allied on an annual basis.

* Allied is the parent company of BFI

Waiver Request Memo

Date: 07/31/03
To: County Manager's Office
From: Deborah Jaeger, Contract Specialist (fax 596-3478)
Subject: Waiver Request

We are requesting a waiver of the Equal Benefits Ordinance to enter into or amend a contract with BFI Waste Systems of North America, Inc. for Supported Employment Services in an amount not to exceed that which is invoiced for wage and administration reimbursement for the contract term.

This waiver is necessary and in the best interest of the County for the following reason(s):

- Necessary in order to respond to an emergency
- Sole Source
- No compliant contractors are capable of providing the goods/service
- Inconsistent with a grant, subvention or agreement with a public agency
- Is part of a Cooperative or Joint Purchasing Agreement
- Other

Attached is a detailed explanation of the reason(s) checked above.

- Approved
- Not Approved

BFI Waste Systems provides work experience for Vocational Rehabilitation Service (VRS) participants. BFI reimburses the County for wages and administrative costs for those participants. As there is no cost for this service and BFI provides an important role in the rehabilitation of participants leading them to self-sufficiency, it is in the County's best interest to waive the Equal Benefits Ordinance and authorize the removal of the language from the Agreement.



 Signing Authority

9-18-03

 Date

Additional Insured Endorsement

THE: **BFI Waste Systems of North America, Inc.**
Allied Waste Industries, Inc.
South Bayside Waste Management Authority (SBWMA)

IS ADDED AS AN ADDITIONAL INSURED HEREUNDER, BUT ONLY AS RESPECTS LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED AS RESPECTS:

**Vocational Rehabilitation Contract with the Named Insured from
3/1/2003/-2/28/2006**

AND ONLY TO THE EXTENT COVERAGE IS PROVIDED BY THIS POLICY. THE INCLUSION OF SUCH ADDITIONAL INSURED SHALL NOT SERVE TO INCREASE THE COMPANY'S LIMIT OF LIABILITY AS SPECIFIED IN THE DECLARATIONS PAGE OF THE POLICY.

THIS POLICY WILL NOT BE CANCELLED UNTIL AT LEAST THIRTY (30) DAYS AFTER NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO THE NOTED ADDITIONAL INSURED.

IN THE EVENT THAT COVERAGE IS CANCELLED FOR NONPAYMENT OF PREMIUM, THE ADDITIONAL INSURED WILL BE GIVEN TEN (10) DAYS WRITTEN NOTICE.

ALL OTHERS TERMS AND CONDITIONS REMAIN THE SAME.

EFFECTIVE DATE OF THIS ENDORSEMENT IS: May 22, 2003

ATTACHED TO AND FORMING A PART OF POLICY NUMBER: 47034492

ISSUED TO: **County of San Mateo, Etal**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
11/04/03


PRODUCER Arthur J. Gallagher & Co. Ins. Brokers of CA Inc Lic.#0726293 One Market Spear Twr Ste 200 San Francisco, CA 94105	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED County of San Mateo Mail Stop EPS163 455 County Center, 5th Floor Redwood City, CA 94063-1663	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Company of the State of PA</td> <td>19429</td> </tr> <tr> <td>INSURER B: Lexington Insurance Co.</td> <td>19337</td> </tr> <tr> <td>INSURER C: Newmarket Underwriters Insurance Co.</td> <td>10690</td> </tr> <tr> <td>INSURER D: Mental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company of the State of PA	19429	INSURER B: Lexington Insurance Co.	19337	INSURER C: Newmarket Underwriters Insurance Co.	10690	INSURER D: Mental Casualty Company	20443	INSURER E:	
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COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	47034492 Excess of \$500,000 SIR	05/22/03	05/22/04	EACH OCCURRENCE	\$4,750,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Public Entity				PERSONAL & ADV INJURY	\$4,750,000
	<input type="checkbox"/> Error/Omissions				GENERAL AGGREGATE	\$4,750,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$4,750,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY	47034492 Excess of \$500,000 SIR	05/22/03	05/22/04	COMBINED SINGLE LIMIT (Ea accident)	\$4,750,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG	\$
B	EXCESS/UMBRELLA LIABILITY	6500037	05/22/03	05/22/04	EACH OCCURRENCE	\$15,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	NU6500037	05/22/03	05/22/04	AGGREGATE	\$15,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	W128585717B Excess of \$1,000,000 SIR (Excess WC)	05/22/03	05/22/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$2,000,000
	<input checked="" type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$2,000,000
	OTHER				E.L. DISEASE - POLICY LIMIT	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 BFI Waste Systems of North America, Inc., Allied Waste Industries, Inc. and South Bayside Waste Management Authority (SBWMA) are listed as additional insured with respect to Vocational Rehabilitation Service Contract with the Named Insured from 3/1/2003 thru 2/28/2006.

CERTIFICATE HOLDER BFI Waste Systems of North America, Inc. Attn: Chris Valbusa 225 Shoreway Road San Carlos, CA 94070	CANCELLATION Ten Day Notice for Non-Payment of Premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.