

NORTH CAROLINA

CHATHAM COUNTY

AGREEMENT FOR SERVICES

**THIS AGREEMENT FOR SERVICES** (this "Agreement"), made and entered into this 20th day of February, 2018 by and between Chatham County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as the "County"), and Synergy Electronics Recycling LLC, (hereinafter referred to as "Contractor").

**WHEREAS**, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

**WHEREAS**, the County wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

**NOW THEREFORE**, in consideration of the mutual agreements described below, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement shall commence on February 20, 2018 and shall end on or before February 20, 2021. This agreement shall automatically renew for two (2) additional one (1) year terms unless one party notifies that it does not wish to renew at least sixty (60) days prior to the end of the then current term.
2. Scope of Service: The Contractor shall provide to the County the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. Compensation: As compensation for the services to be provided by Contractor, the Contractor shall pay or invoice the County based upon the pricing schedule attached as Appendix 1 payable within 30 days from receipt of invoice, or as otherwise mutually agreed upon.
4. Insurance: Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation  
Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)  
\$500,000 bodily injury per occurrence (BI)  
\$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)  
\$100,000 property damage (PD) or

All insurance policies shall be issued by companies authorized to do business under the laws of the State of North Carolina and shall be rated not less than "A" by A.M. Best and Company. Contractor shall furnish Certificates of Insurance to the County, naming the County as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

5. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the County shall be regarded as confidential, shall remain the sole property of the County and shall be held in confidence and safekeeping by Contractor for the sole use of the County and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees and agents will not disclose to any person, firm or entity other than the County or its designated legal counsel, accountants or practice management consultants any information about the County. Contractor agrees to carry out its obligations to the County in compliance with all privacy and security regulations required by law.

6. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the County. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the County.

7. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the County, which consent may be withheld in the County's sole discretion.

8. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors and assigns, if such assignment has been approved by the County.

9. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

Chatham County  
Attn: Renee Paschal  
Post Office Box 1809  
Pittsboro, North Carolina 27312

Contractor Name: Synergy Electronics Recycling LLC  
Attn: Bill Perry  
320 South Gibson Drive  
Madison, North Carolina 27025

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

10. Governing Law: This Agreement and the rights and obligations to the parties hereunder shall be construed and governed by the laws of the State of North Carolina and venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Chatham County, North Carolina.

11. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the County unless it is signed by the County Manager, Purchasing Agent, or other duly authorized official.

12. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

13. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

14. Termination: This Agreement may be terminated as follows:

- (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the County Manager, this Agreement may be

terminated by the County for default. Grounds for termination for default shall include, but not be limited to:

- (a) Failure to respond to all reasonable requests from the County to provide services covered by this Agreement.
  - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
  - (c) Failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference.
  - (d) Lack of proper insurance as required under this Agreement.
  - (e) Charging rates or fees in excess of those provided in this Agreement.
  - (f) Inefficient, or unsafe practices in providing services.
  - (g) Other actions which impact unfavorably on the faithful performance of this Agreement.
- (ii) Convenience: The County reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the County to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination the County shall pay the Contractor those costs directly attributable to services received by the County in compliance with the Agreement prior termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The County is not liable for loss of any profits anticipated to be made hereunder, nor for any special, consequential or similar damage.

15. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the Chatham County Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.

16. Hold Harmless: Contractor agrees to indemnify and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the provision of service under this Agreement.

17. County Policy: The County opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under County contracts.

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18. E-Verify: Effective September 4, 2013 North Carolina local government units are prohibited from entering into certain contracts unless the contractor and the contractor's subcontractors, if any, comply with the requirements of N.C. Gen. Stats. §64-26(a). Prior to providing any services hereunder, Contractor and Contractor's subcontractors, if any, are subject to the provisions of N.C. Gen. Stats. §64-26(a). Contractor agrees to fully comply with such statute and require Contractor's subcontractors, if any, to fully comply with such statute.

19. Iran Divestment Act: Contractor hereby certifies that Contractor, an all subcontractors, are not on the Iran Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S § 143-6A-4. Contractor shall not utilize any subcontractor that is identified on the List.

20. Requirement to Recycle Certain Electronic Equipment: If applicable, Contractor's failure to properly recycle any electronic equipment as specified in Article 9, Chapter 130A of the North Carolina General Statute or failure to comply with any statutory requirement within the formal bid request, as provided in the bid packet, incorporated herein by reference, shall be grounds for immediate termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

**Chatham County:**

By: \_\_\_\_\_  
Renee Paschal, County Manager

**Contractor**

By: Bill Perry  
Bill Perry, President  
Synergy Electronics LLC  
320 South Gibson Drive  
Madison, North Carolina 27025  
336-548-7014  
Email:

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

\_\_\_\_\_  
Vicki McConnell, Finance Director

## APPENDIX 1

### SCOPE OF WORK

**PROJECT NAME:** Electronics Recycling

**SCOPE OF SERVICE:** Pick up and transport electronics from Chatham Trades or County facility for processing at the Synergy facility in Madison, NC

**Obligations:**

- A) Contractor shall provide all labor, equipment and supplies necessary to meet the requirements of this Agreement.
- B) Hold a valid e-Steward or R2 certification.
- C) Provide collection of electronics material on a weekly schedule and or/within 48 hours after being notified that a pick up is needed.
- D) Provide training to County staff on the specific sorting, stacking and loading requirements and procedures of the provider.
- E) Receive and process all electronics devices in the "as-is" condition, with no guarantees to the value or condition of the materials. Some of the materials may be mixed and require additional separation prior to processing.
- F) Use best efforts to recycle all equipment, materials and any elements, metals, plastics, chemicals and/or compounds to minimize landfills and/or incineration disposal of equipment and/or materials.
- G) Provide a process that destroys the function of all received assets (e.g. memory devices, hard drives) to assure that no data on any media can be recovered and provide certification of compliance to Chatham County. Computers and cell phones must have data erased to high standards (Department of Defense) and the provider must be able to provide the County with documentation of destruction for electronics that may contain sensitive information.
- H) Agree to keep appropriate written records of its material management at its processing facility in so the County may, upon request, review those records to insure that such materials were handled, stored, labeled, shipped and disposed of properly.
- I) Provide detailed electronic data and invoices to the County by the fifteenth business day of the month for the previous month in a format approved by the County.
- J) Comply with OHSA regulations concerning storage, transport and disposal of electronic devices.
- K) Comply with local, state and federal regulations concerning the storage, transport and disposal of electronics from Chatham County.
- L) In the event Chapter 130A, Article 9, Part 2H of the NC General Statutes is repealed the Contractor will notify the County in writing that certain items are no longer valid on the price list.

**Acceptable Items for Recycling:**

**Computer Based Electronics**

Desktop Computers  
Keyboards/Mice  
Hard Drives  
Power Supplies  
Docking Stations  
Circuit Boards  
Laptops  
Hubs and Switches Networking Equipment  
Battery Back-ups  
AC Adaptors  
Wires and Cords

**Consumer Electronics**

Remote Controls (no batteries)  
CS/DVD Players  
Stereo Equipment (no wood)  
Cell Phones  
Mixers  
Toasters  
Microwaves  
Curling Irons  
Most Battery Powered Hand Tools  
VCR's  
Gaming Systems  
Amplifiers  
Household Electronics  
Blenders (no glass)  
Most Kitchen Gadgets  
Hair Dryers  
Power Drills  
Chargers

**Items not accepted:**

Oil Filters  
Devices Containing Refrigerants  
Liquids of any kind  
Light Bulbs  
Smoke Detectors  
Plastic Toys w/o Electronics Inside  
Devices which may contain radiation  
Oil filled heaters  
Items containing PCB's  
Ceramics (lamps, etc)  
Devices containing gas  
Rubber  
Contaminated medical equipment  
Hazardous Material/Waste  
Wood  
Chatham County Services Agreement

**Pricing:**

| <b>Revenues</b>                              | <b>Rate per pound</b> |
|--|-----------------------|
| Desktop Computers                            | \$(0.20)              |
| Laptop Computers                             | \$(0.35)              |
| Servers and Network Equipment                | \$(0.25)              |
| Tablets                                      | \$(0.05)              |
| Cell Phones                                  | \$(1.25)              |
| Cable and Wire                               | \$(0.15)              |
| <b>Expenses</b>                              | <b>Cost per pound</b> |
| Intact CRT Television                        | \$0.15                |
| Non-intact CRT Televisions (broken pilfered) | \$0.25                |
| Flat Panel Televisions                       | \$0.15                |
| Intact CRT Monitors                          | \$0.15                |
| Non-intact CRT Monitors                      | \$0.25                |
| Computer Flat Panel Monitor                  | \$0.15                |
| Printers/Scanners/Copiers/Faxes              | \$0.00                |
| Peripherals (keyboards, mice, etc.)          | \$0.00                |
| Miscellaneous Consumer Electronics           | \$0.00                |
| <b>Supplies</b>                              | <b>Rate</b>           |
| Shrink Wrap (per 4 rolls)                    | \$45.00               |
| Bulk Box (Gaylords)                          | \$0.00                |
| Pallets                                      | \$0.00                |

