

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Environmental Resources *SMA*

BOARD AGENDA # *B-1

Urgent Routine

AGENDA DATE July 26, 2011

CEO Concur with Recommendation YES NO
akt
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Enter into a Master Agreement with All Green Electronics Recycling for the Transport and Recycling of Electronic Waste

STAFF RECOMMENDATIONS:

1. Authorize the Director of the Department of Environmental Resources, or her designee, to sign a five-year Master Agreement with All Green Electronics Recycling for the transportation and recycling of electronic waste collected at the Household Hazardous Waste Collection Center located at 1710 Morgan Road, Modesto, CA, the Fink Road Landfill located at 4000 Fink Road, Crows Landing, CA, and any other Stanislaus County electronic waste collection location.
2. Authorize the Director of the Department of Environmental Resources, or her designee, to sign individual project authorizations.

(Continued on Page 2)

FISCAL IMPACT:

Funds are available in the Department of Environmental Resources' main budget and the Fiscal Year 2011-2012 Fink Road Landfill Operating Fund to cover the cost of electronic waste collection activities. All Green Electronics Recycling will reimburse the Department for covered electronic items that are collected. There are no expenditures associated with this Agreement. Estimated revenues through rebates generated from the collection of electronic waste are \$30,592 per year at the Morgan Road location and \$16,553 per year at the Fink Road Landfill.

BOARD ACTION AS FOLLOWS:

No. 2011-444

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
 and approved by the following vote,
 Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith
 Noes: Supervisors: None
 Excused or Absent: Supervisors: None
 Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST: Elizabeth A. King
 ELIZABETH A. KING, Assistant Clerk

File No.

Approval to Enter into a Master Agreement with All Green Electronics Recycling for the Transport and Recycling of Electronic Waste

STAFF RECOMMENDATIONS (Continued):

3. Authorize the Director of the Department of Environmental Resources, or her designee, to sign amendments to the contract.

DISCUSSION:

Electronic waste, or E-Waste, refers to old computers, monitors, televisions, cell phones, and a wide range of electronic accessories and gadgets that either do not work or simply are not used anymore. Significant quantities of E-Waste are generated, in part, because it is common for homeowners and businesses to upgrade their computer equipment every few years.

The Department of Environmental Resources (DER) has a successful E-Waste Collection Program. Since 2006 the Program has diverted 6,580 pounds of fluorescent tubes, 958,699 pounds of Covered Electronic Waste and 400,134 pounds of Universal/Electronic Waste that could have been illegally disposed of along County roadways or in solid waste collection systems. It is important to continue to divert E-Waste from improper disposal through collection and recycling.

On October 17, 2006, the Board of Supervisors awarded a contract for the transport and recycling of E-waste to California Electronic Asset Recovery (CEAR) following a competitive bidding process. The contract with CEAR expired on June 30, 2011. DER, in partnership with the General Services Agency (GSA) Purchasing Division, issued a new Invitation to Bid (Bid) on May 3, 2011, for this project. The Bid period closed on May 27, 2011, and the GSA Purchasing Division conducted the opening of the Bids on the closing date.

There are several specialized E-Waste recyclers with the knowledge and experience required to implement the project and six (6) responded to this Invitation to Bid. GSA Purchasing disqualified two (2) bid responses and All Green Electronics Recycling was chosen as the lowest, responsible, and responsive bidder. The following information summarizes the four (4) responsible and responsive bids. The figures shown indicate the rebate price per pound DER will receive:

Bidder	E-waste	E-waste: Computers	Covered E-waste: Cathode Ray Tubes (CRT)	Covered E-waste: Non-CRT
ECS Refining, Santa Clara, CA	\$0.01	\$0.18	\$0.21	\$0.16
Onsite Electronics Recycling, Stockton, CA	\$0.01	\$0.10	\$0.19	\$0.19
CEAR, Mather, CA	\$0.02	\$0.10	\$0.22	\$0.22
All Green Electronics Recycling, Tustin, CA	\$0.04	\$0.30	\$0.24	\$0.35

Approval to Enter into a Master Agreement with All Green Electronics Recycling for the Transport and Recycling of Electronic Waste

GSA Purchasing issued a letter of intent to award to All Green Electronics Recycling, as the lowest, responsible and responsive bidder. On June 7, 2011, GSA Purchasing received an email from CEAR, who is one of the bidders that was sent a letter of non-award of the Bid. The email included a letter dated March 17, 2011, from the California Department of Resources Recycling and Recovery (CalRecycle, Attachment B) stating that All Green Electronics Recycling had their license as a dual entity collector and recycler in the State of California for covered electronic wastes revoked and that they were no longer an approved collector or recycler of covered electronic waste.

All Green Electronics Recycling was contacted to provide a response to the letter issued by CalRecycle. On June 13, 2011, All Green Electronics Recycling sent a letter of response to the County (Attachment C) stating that they had appealed CalRecycle's revocation of their license and that CalRecycle would be reinstating it. On June 15, 2011, All Green Electronics Recycling sent the County a copy of a subsequent letter from CalRecycle (Attachment D) reinstating their recycling license, but maintaining the revocation of their collector's license. As per the requirements of the Bid and Senate Bills 20 and 50, which state that a licensed recycler shall perform the work, GSA Purchasing and County Counsel agreed there was no issue with All Green Electronic Recycling being the lowest, responsible, and responsive bidder.

If approved, this Independent Contractor Agreement with All Green Electronics Recycling authorizes the Director of the Department of Environmental Resources, or her designee, to sign the agreement (Attachment A). The term of the Agreement will extend until June 30, 2016.

POLICY ISSUES:

Approval of this agenda item to award a contract to All Green Electronics Recycling to provide the transport and recycling of electronic waste is consistent with the Board's priorities of providing A Safe Community, A Healthy Community, A Well Planned Infrastructure System, and the Efficient Delivery of Public Services. These services are critical to supporting the Department's mission to promote a safe and healthy environment and improve the quality of life in the community through a balance of science, education, partnerships and environmental regulation.

STAFFING IMPACTS:

Temporary, extra-help staffing will be required on a part-time basis to staff the E-Waste Collection Program at the Morgan Road location. Revenue in the Household Hazardous Waste Program Fund will cover any staffing cost that might not be covered by the E-Waste reimbursement monies. There are no staffing impacts at the Fink Road Landfill.

CONTACT PERSON:

Sonya K. Harrigfeld, Director of Environmental Resources Telephone: 209-525-6770



**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and All Green Electronics Recycling ("Contractor") on _____.

Recitals

WHEREAS, the County has a need for contractor services involving the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of E-Waste and covered E-Waste at various County locations; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written project authorization to proceed, those services and work set forth in **Exhibit A**, and in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 Contractor shall pay County the rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, and for the tasks set forth on separately approved project authorizations or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work contained within the Project Authorization - **Exhibit B**, attached hereto and made a part of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

The term of this Agreement shall be from the date of this Agreement until June 30, 2016. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work. In no case shall the individual project or scope of work completion date go beyond the Agreement end date of June 30, 2016.

3.1 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.3 The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except

Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments,

liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Environmental Resources
Attention: Susan M. Garcia, C.P.M.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: All Green Electronics Recycling
Attention: Craig Faczan
15561 Del Amo Avenue
Tustin, Ca 92780

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

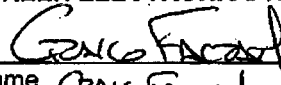
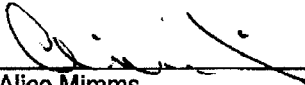
Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

(signature)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By: _____ Sonya K. Harrigfeld Director</p>	<p>ALL GREEN ELECTRONICS RECYCLING</p> <p>By: <u></u> Name <u>CRAIG FACZAN</u> Title <u>DIRECTOR OF SALES + MARKETING</u> <u>"Contractor"</u></p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Alice Mimms Deputy County Counsel</p>	

**EXHIBIT A
SCOPE OF WORK**

A. DEFINITIONS

1. (UWED) Electronic Waste (E-Waste) – For the purpose of this Agreement, E-Waste is defined as any gutted computer equipment, connector/cords/wire, communication systems, circuit boards, fax machines, printers, mainframes, modems, cell phones, test equipment, audio/visual equipment, hard/floppy drives, CD ROM drives, network/video/soundcards, tape drive, motherboards, power supplies, scrap copper, scrap computer plastic, scrap computer metal, copy machines, electric typewriters, electronic calculators, microwaves, office equipment, the items not listed in this section or the below sections are listed in Exhibit A - "B – Scope of Work – Item 1".

2. (UWED) Electronic Waste (Computers) - For the purpose of this Agreement, E-Waste (Computers) is defined as whole computer units not gutted. Note: Any gutted units are considered as E-Waste as identified above.

3. Covered Electronic Waste (CEW) – For the purpose of this Agreement CEW is defined as Cathode Ray Tubes (CRTs) with a screen of 4" or larger. A CRT is a type of vacuum or picture tube that converts an electronic signal into a visual image. This product is commonly thought of as a subset of E-Waste. CRTs are commonly found in computer monitors, televisions and projection televisions. They are considered hazardous waste when discarded due to the toxic lead content in the glass.

4. Covered Electronic Waste (CEW) Non – CRT – For the purpose of this Agreement, Non-CRT CEW is defined as Liquid Crystal Display (LCD) monitors and televisions, Light Emitting Diode (LED) monitors and televisions, plasma monitors and televisions, laptop computers, portable DVD players with 4 inch screen or larger.

5. Recycle – For the purpose of this Agreement, recycling can be defined as redirecting E-Waste and CEWs to a new user or a re-furbisher, or directing E-Waste and CEWs to an appropriate facility for disassembly/processing and/ or sale of components.

Excluded from this Agreement is what is commonly known as "white goods" that are consumer items such as air conditioners, refrigerators, toasters, clothes washers, clothes dryers, etc., and "universal waste" such as batteries, fluorescent light bulbs, ballasts, etc.

6. Qualified Recycler – For the purpose of this Agreement, a qualified recycler can be defined as a Contractor qualified under California SB/20 and SB/50 Certified as a CRT (Cathode Ray tube) and E-Waste Recycler. Contractor shall maintain through the duration of this Agreement an active/valid certification with the Department of Toxic Substance Control (DTSC) and the California Department of Resources Recycling and Recovery (CalRecycle).

B. SCOPE OF WORK

Contractor shall provide the following services under this Agreement:

The Contractor shall provide all the labor, material and equipment to, pickup, load, transport, weigh, accept, recycle and provide certifications and any required reports for the covered E-Waste and all other E-Waste (as indicated below) located at the County location identified in the written project authorization.

1. Covered E-Waste and all other E-Waste includes but is not limited to:
 - Computers
 - Computer components and peripherals
 - Printed circuit boards
 - Mainframe units

- Telephone equipment and switches
- Telephones and Cellular phone (with or without batteries)
- PC Monitors, non-PC Monitors and other CRTs
- Printers, copiers and other electronic breakage
- Consumer electronics and household electronics
- Power supplies and power packs
- Wires
- Televisions

The Contractor shall provide the locations identified in each individual Project Authorization, 40-yard drop-off bins (for E-Waste and for CEW) and any other material involved with the handling of the items stated above at no charge to the County. The quantity of bins shall be designated in each individual Project Authorization.

The size of the bins shall vary for each location identified on the Project Authorizations issued against this Master Agreement. The acceptable bin dimensions are: Length 20 feet, width is 8 feet and height is 10 feet and length 22 feet, width is 8 feet and height is 8.5 feet. At certain locations the County requires enclosed bins during the wet seasons, and open bins during the dry seasons.

2. The Contractor shall provide transportation services from the pick-up location to the recycling location.
4. The Contractor shall provide the County the weight of the picked-up CEW and/or E-Waste.
5. The Contractor shall provide certification of the weight of the product picked-up from the County locations. The Contractor shall also provide in a spreadsheet format with each shipment, correct weight and number of pieces of CRT, Non CRT, UWED and Computers as specified in the scope of work.
6. The Contractor shall accept E-Waste/CEW.
7. The Contractor shall pick up E-Waste/CEW on an on call basis.
8. The Contractor shall respond and pick up the E-Waste/CEW within 72 hours from the time the County's designated representative requests the Contractor to pick up the E-Waste/CRT.
9. The County makes no guarantee of quantity or quality of CEW or E-Waste, or the number of pickups.
10. The Contractor shall provide Certification to the County that the pickup was recycled according to this Agreement and provide a domestic recycling certificate, a weighmaster certificate and a covered electronic waste transfer receipt Form 197 from CalRecycle.
11. The Contractor shall provide on a quarterly basis, certification of residual amount of CEW and/or E-Waste sent to landfill (overall recycle success rate). Total pounds received, total pounds recycled and remaining pounds.
12. The Contractor shall provide "one (1) day or two (2) days" on-site training to the County's personnel on proper packaging and documentation of collected waste at no charge to the County.
13. The Contractor may be required to provide additional services due to changes of laws or regulations by the Department of Toxic Substance Control (DTSC) the California Department of Resources Recycling and Recovery (CalRecycle) or any other governing faction at the request of the County.

C. SERVICE REQUIREMENTS

1. Pick-up of CEWs and/or E-Waste

The Contractor shall provide the locations identified in each individual Project Authorization, 40-yard drop-off bins (for E-Waste and for CEW) and any other material involved with the handling of the items stated above at no charge to the County. The quantity of bins shall be designated in each individual Project Authorization.

The size of the bins shall vary for each location identified on the Project Authorizations issued against this Master Agreement. The acceptable bin dimensions are: Length 20 feet, width is 8 feet and height is 10 feet and length 22 feet, width is 8 feet and height is 8.5 feet. At certain locations the County requires enclosed bins during the wet seasons, and open bins during the dry seasons.

The Contractor shall use their own labor forces and equipment to pick-up E-Waste and CEWs at the County collection sites. The County is responsible to prepare the items to be picked-up as follows:

CEWs, shall be placed in 40-yard drop-off bins, or similar containers acceptable to the Contractor, which shall only contain CEWs.

E-Waste shall be placed in 40-yard drop off bins or other containers acceptable to the Contractor and placed on pallets.

2. Scheduling for Pick-up

The County shall contact the Contractor via phone to schedule a pick-up. The Contractor shall schedule the pick-up within 72 hours from the request for pick-up and at a mutually acceptable time with the County (within the standard working hours of 8:00 a.m. and 5:00 p.m. Monday – Friday). Specific hours of availability for each County location shall be identified in each individual Project Authorization.

3. Weighing of CEWs and/or E-Waste

After the pick-up of the CEWs and/or E-Waste, the Contractor shall have the amount weighed at the pick-up location by a certified weigh-master. The County shall not be charged for the Contractor costs for weight certificates and weighing, cost for these items are included in the unit credit in Exhibit C of this Agreement. The Contractor shall facsimile a copy of the weight certificate to the County.

4. Result of CEWs and E-Waste picked-up by Contractor

The Contractor shall process the CEWs and E-Waste to the "Highest and Best Use" possible which may include all or any of the following:

- De-manufacturing to large size components
- Recycling to base components
- Crushing and smelting to base components
- All magnetic storage devices, such as computer hard drives, supplied to the Contractor through this Agreement that are not destroyed but are made available for reuse will be overwritten to U.S. Department of Defense specifications using such applicable software to overwrite such devices. No additional costs will be added for the above.

5. Reporting Requirements

The Contractor shall provide the following reports or documents:

- a. Weight of the picked-up CEWs and/or E-Waste to be provided to the County in a spreadsheet format acceptable to the County.
- b. Certification to the County that the pick-up was recycled according to this Agreement.
- c. Certification of residual amount of CEWs and/or E-Waste sent to landfill (overall recycle success rate) shall be provided to the County on a quarterly basis. This certification shall include total pounds received, total pounds recycled and remaining pounds.

D. COMPENSATION

The Contractor shall be compensated as identified in Exhibit C – Rate Schedule for the services provided under this Agreement and scope of work.

E. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Each Project Authorization issued against the Master Agreement shall designate a specific address for the Recovery Payments to be submitted.

F. REPRESENTATIVES

The County's representative shall be identified in each individual Project Authorization issued against this Master Agreement. The Contractor's representative is Craig Faczan (714) 633-4104.

G. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

H. TIMELINESS

Time is of the essence in this Agreement.

I. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product

percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

J. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

K. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

L. TRANSPORTATION

Title or ownership of the CEW and/or E-Waste passes to the Contractor at the point the carrier accepts the waste.

////

**EXHIBIT B
PROJECT AUTHORIZATION SAMPLE**

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and [COMPANY NAME] ("Contractor"), on _____.

B. Scope of Work

The Contractor shall provide services under the Agreement and this scope of work for additional site work requested by the County, as set forth in the Contractor's proposal and scope of work dated _____, and proposal and scope of work with attachment ___ dated _____, attached hereto and, by this reference, made a part hereof.

C. Compensation

The Contractor shall be compensated for the services provided under the Agreement and scope of work as identified in Exhibit C – Rate Schedule.

D. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Recovery Payments shall be submitted to:

Stanislaus County
Department of Environmental Resources
Address
City, State, Zip Code

E. Project Authorization Period

Services will commence on or about _____, 20__ and be completed by _____, 20__.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 00-00 on _____, 20__.

COUNTY OF STANISLAUS

ALL GREEN ELECTRONICS RECYCLING

By: _____
Sonya K. Harrigfeld
Director

By: _____
Name:
Title

"County"

"Contractor"

APPROVED AS TO FORM:
John P. Doering
County Counsel

By: _____
Name
Deputy County Counsel

EXHIBIT C
RECOVERY RATE SCHEDULE

Rate Schedule

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below. The pricing for the Contract term is identified in the price schedule below:

The Contractor shall pay recovery payments to the County, as set forth in below and in Exhibit A.

Description	CHARGE* Rate per pound	CREDIT Rate per pound
(UWED) E-Waste as defined in this Bid	n/a	\$0.04
(UWED) E-Waste (Computers) as defined in this Bid	n/a	\$0.30
CEW CRTs defined in this Bid	n/a	\$0.24
CEW Non-CRT	n/a	\$0.35

The above credit rates include all charges associated with the pick-up and delivery of E-Waste and CEW to the recycling plant including but not limited to the following: two (2) or more 40-yard enclosed drop-off bins (one for E-Waste and one for CEW), and other material involved with the handling of the items stated in Exhibit A, two day on-site training, all labor, equipment, transportation, (including fuel) weighing, certifying accepting, reporting and processing.

**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

March 17, 2011

Arman Sadeghi
All Green Electronics Recycling
15561 Del Amo Ave
Tustin, CA 92780

Re: REVOCATION OF APPROVED DUAL ENTITY STATUS IN THE COVERED ELECTRONIC WASTE PAYMENT SYSTEM – ALL GREEN ELECTRONICS RECYCLING, CEWID# 110788

Dear Mr. Sadeghi:

Effective as of the date of this letter, the Department of Resources Recycling and Recovery (CalRecycle) revokes All Green Electronics Recycling's ("All Green") approved status as a dual entity collector and recycler in the Covered Electronic Waste Payment System. All Green purposefully inflated unit counts on collection logs in violation of law and is therefore subject to revocation.

The revocation process is outlined in Title 14, Sections 18660.17 and 18660.18 of the California Code of Regulations (CCR). It is a prohibited activity under 14 CCR Section 18660.17(a)(12) to fail to secure, maintain and/or transfer documentation as specified by law. Inflating unit counts is such a prohibited activity. CalRecycle has the authority to immediately revoke All Green's approval status based on this violation.

Effective immediately, the following conditions apply:

1. All Green's approval as a collector and as a recycler is immediately invalid as of the date of this letter.
2. All Green shall be ineligible for recovery and/or recycling payments under the Electronic Waste Recycling Act and associated regulations for any collection or recycling activities conducted on or after the date of this letter.
3. All Green shall immediately return any proof of approval issued by CalRecycle.
4. Any and all operational allowances afforded approved collectors and/or approved recyclers under applicable law, such as acting as a Designated Approved Collector and/or managing source-anonymous covered electronic waste, no longer apply.

In or about September, 2010, All Green transferred collection logs to ECS Refining, an approved recycler, to support a recovery payment request. Included in those collection logs were entries for 624 units of covered electronic waste ("CEW") that were allegedly originally collected by GREENspot DROPoff ("GREENspot"), a third-party approved collector, between February and July, 2010.

While reviewing the accuracy of All Green's collection logs contained in ESC Refining's September 2010 recycling payment claim, CalRecycle contacted representatives of GREENspot and obtained GREENspot's original collection logs for the CEW at issue. A comparison of All Green's collection logs with GREENspot's original logs demonstrated that All Green retyped GREENspot's logs and purposefully inflated the unit counts of CEW collected from various sources. This was confirmed in an e-mail you sent to me on February 14, 2011, in which you acknowledge that an employee of All Green "inflated some numbers."

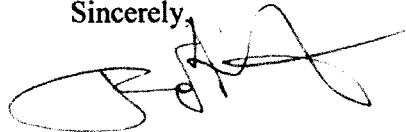
14 CCR Section 18660.20(j)(1)(B) requires a collector to maintain a collection log with the names and addresses of the California sources and the number of CEWs discarded by those California sources. By inflating the number of CEWs actually discarded, All Green failed to maintain and transfer documentation stating the true volume of CEW discarded as required by law. As described above, it is a prohibited activity to fail to secure, maintain, and/or transfer required documentation. 14 CCR Section 18660.17(a) authorizes CalRecycle to revoke the approval of any collector or recycler under such circumstances.

Further information on the approval revocation process can be found in CalRecycle's regulations at 14 CCR Section 18660.17 and 18660.18:

<http://www.calrecycle.ca.gov/Laws/Regulations/Title14/Chap08pt2/>

If you have any questions, or desire copies of the documentation referred to in this letter, feel free to contact me at (916) 341-6603 or jeff.hunts@calrecycle.ca.gov.

Sincerely,



Jeff Hunts, Manager
Electronic Waste Recycling Program

cc:

Jeff Mahan, Office of Criminal Investigations, Department of Toxic Substances Control

Harlee Branch, Staff Counsel, CalRecycle

**DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**

801 K STREET, MS 19-01, SACRAMENTO, CALIFORNIA 95814 • (916) 322-4027 • WWW.CALRECYCLE.CA.GOV

June 15, 2011

Arman Sadeghi
All Green Electronics Recycling
15561 Del Amo Ave.
Tustin, CA 92780

**RE: SETTLEMENT OF APPEAL OF REVOCATION OF ALL GREEN ELECTRONICS
RECYCLING'S DUAL ENTITY STATUS IN THE ELECTRONIC WASTE PAYMENT SYSTEM**

Dear Mr. Sadeghi:

This letter memorializes the approval revocation appeal settlement agreement between All Green Electronics Recycling -- CEWID# 110788 (All Green) and the Department of Resources Recycling and Recovery (CalRecycle).

On June 14, 2011, All Green, by telephonic communication through its counsel, accepted CalRecycle's May 6, 2011 offer in settlement to reinstate All Green's status as an approved recycler in the Covered Electronic Waste Recycling Payment System in exchange for withdrawing its April 15, 2011 appeal of its revocation as an approved dual entity and waiving its right to a hearing. Under the terms of that offer, All Green's status as an approved collector shall remain revoked. All Green may reapply to be an approved collector after 180 days from the date of revocation as outlined in Title 14, Section 18660.17 of the California Code of Regulations (CCR).

Effective today, All Green's status as a recycler in the Covered Electronic Waste Recycling Payment System is restored to "approved" status, giving All Green applicable rights and responsibilities granted in 14 CCR Sections 18660.5 et seq.

Thank you for your cooperation in this matter. Should you have any questions, please contact me at (916) 341-6603.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Hunts", written over a horizontal line.

Jeff Hunts, Manager
Electronic Waste Recycling Program

cc:

Gene Livingston, Esq.
Greenberg Traurig LLP

Harlee Branch, Staff Counsel
CalRecycle

ATTACHMENT D



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and All Green Electronics Recycling ("Contractor") on July 26, 2011.

Recitals

WHEREAS, the County has a need for contractor services involving the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of E-Waste and covered E-Waste at various County locations; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. Scope of Work

1.1 The Contractor shall furnish to the County upon receipt of the County's written project authorization to proceed, those services and work set forth in **Exhibit A**, and in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 Contractor shall pay County the rates set forth in **Exhibit C**, attached hereto and made a part of this Agreement, and for the tasks set forth on separately approved project authorizations or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved scope of work contained within the Project Authorization - **Exhibit B**, attached hereto and made a part of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

The term of this Agreement shall be from the date of this Agreement until June 30, 2016. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work. In no case shall the individual project or scope of work completion date go beyond the Agreement end date of June 30, 2016.

3.1 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.2 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.3 The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

6.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

6.1.2 Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

6.1.3 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

6.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 The Contractor shall obtain a specific endorsement to all required insurance policies, except

Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of its subcontractors; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.9 Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

6.10 At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.11 The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors.

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments,

liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Environmental Resources
Attention: Susan M. Garcia, C.P.M.
3800 Cornucopia Way, Suite C
Modesto, CA 95358

To Contractor: All Green Electronics Recycling
Attention: Craig Faczan
15561 Del Amo Avenue
Tustin, Ca 92780

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect, which would conflict, in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

(signature on the next page)

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first hereinabove written.

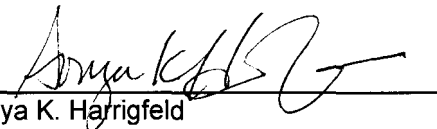
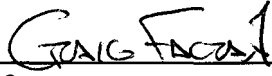
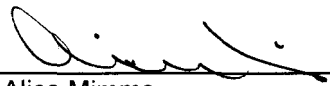
<p>COUNTY OF STANISLAUS Department of Environmental Resources</p> <p>By: <u></u> Sonya K. Harrigfeld Director</p>	<p>ALL GREEN ELECTRONICS RECYCLING</p> <p>By: <u></u> Name CRAIG FACZAN Title DIRECTOR OF SALES AND MARKETING "Contractor"</p>
<p>APPROVED AS TO FORM: John P. Doering County Counsel</p> <p>By: <u></u> Alice Mimms Deputy County Counsel</p>	

EXHIBIT A SCOPE OF WORK

A. DEFINITIONS

1. (UWED) Electronic Waste (E-Waste) – For the purpose of this Agreement, E-Waste is defined as any gutted computer equipment, connector/cords/wire, communication systems, circuit boards, fax machines, printers, mainframes, modems, cell phones, test equipment, audio/visual equipment, hard/floppy drives, CD ROM drives, network/video/soundcards, tape drive, motherboards, power supplies, scrap copper, scrap computer plastic, scrap computer metal, copy machines, electric typewriters, electronic calculators, microwaves, office equipment, the items not listed in this section or the below sections are listed in Exhibit A - "B – Scope of Work – Item 1".

2. (UWED) Electronic Waste (Computers) - For the purpose of this Agreement, E-Waste (Computers) is defined as whole computer units not gutted. Note: Any gutted units are considered as E-Waste as identified above.

3. Covered Electronic Waste (CEW) – For the purpose of this Agreement CEW is defined as Cathode Ray Tubes (CRTs) with a screen of 4" or larger. A CRT is a type of vacuum or picture tube that converts an electronic signal into a visual image. This product is commonly thought of as a subset of E-Waste. CRTs are commonly found in computer monitors, televisions and projection televisions. They are considered hazardous waste when discarded due to the toxic lead content in the glass.

4. Covered Electronic Waste (CEW) Non – CRT – For the purpose of this Agreement, Non-CRT CEW is defined as Liquid Crystal Display (LCD) monitors and televisions, Light Emitting Diode (LED) monitors and televisions, plasma monitors and televisions, laptop computers, portable DVD players with 4 inch screen or larger.

5. Recycle – For the purpose of this Agreement, recycling can be defined as redirecting E-Waste and CEWs to a new user or a re-furbisher, or directing E-Waste and CEWs to an appropriate facility for disassembly/processing and/ or sale of components.

Excluded from this Agreement is what is commonly known as "white goods" that are consumer items such as air conditioners, refrigerators, toasters, clothes washers, clothes dryers, etc., and "universal waste" such as batteries, fluorescent light bulbs, ballasts, etc.

6. Qualified Recycler – For the purpose of this Agreement, a qualified recycler can be defined as a Contractor qualified under California SB/20 and SB/50 Certified as a CRT (Cathode Ray tube) and E-Waste Recycler. Contractor shall maintain through the duration of this Agreement an active/valid certification with the Department of Toxic Substance Control (DTSC) and the California Department of Resources Recycling and Recovery (CalRecycle).

B. SCOPE OF WORK

Contractor shall provide the following services under this Agreement:

The Contractor shall provide all the labor, material and equipment to, pickup, load, transport, weigh, accept, recycle and provide certifications and any required reports for the covered E-Waste and all other E-Waste (as indicated below) located at the County location identified in the written project authorization.

1. Covered E-Waste and all other E-Waste includes but is not limited to:
 - Computers
 - Computer components and peripherals
 - Printed circuit boards
 - Mainframe units

- Telephone equipment and switches
- Telephones and Cellular phone (with or without batteries)
- PC Monitors, non-PC Monitors and other CRTs
- Printers, copiers and other electronic breakage
- Consumer electronics and household electronics
- Power supplies and power packs
- Wires
- Televisions

The Contractor shall provide the locations identified in each individual Project Authorization, 40-yard drop-off bins (for E-Waste and for CEW) and any other material involved with the handling of the items stated above at no charge to the County. The quantity of bins shall be designated in each individual Project Authorization.

The size of the bins shall vary for each location identified on the Project Authorizations issued against this Master Agreement. The acceptable bin dimensions are: Length 20 feet, width is 8 feet and height is 10 feet and length 22 feet, width is 8 feet and height is 8.5 feet. At certain locations the County requires enclosed bins during the wet seasons, and open bins during the dry seasons.

2. The Contractor shall provide transportation services from the pick-up location to the recycling location.
4. The Contractor shall provide the County the weight of the picked-up CEW and/or E-Waste.
5. The Contractor shall provide certification of the weight of the product picked-up from the County locations. The Contractor shall also provide in a spreadsheet format with each shipment, correct weight and number of pieces of CRT, Non CRT, UWED and Computers as specified in the scope of work.
6. The Contractor shall accept E-Waste/CEW.
7. The Contractor shall pick up E-Waste/CEW on an on call basis.
8. The Contractor shall respond and pick up the E-Waste/CEW within 72 hours from the time the County's designated representative requests the Contractor to pick up the E-Waste/CRT.
9. The County makes no guarantee of quantity or quality of CEW or E-Waste, or the number of pickups.
10. The Contractor shall provide Certification to the County that the pickup was recycled according to this Agreement and provide a domestic recycling certificate, a weighmaster certificate and a covered electronic waste transfer receipt Form 197 from CalRecycle.
11. The Contractor shall provide on a quarterly basis, certification of residual amount of CEW and/or E-Waste sent to landfill (overall recycle success rate). Total pounds received, total pounds recycled and remaining pounds.
12. The Contractor shall provide "one (1) day or two (2) days" on-site training to the County's personnel on proper packaging and documentation of collected waste at no charge to the County.
13. The Contractor may be required to provide additional services due to changes of laws or regulations by the Department of Toxic Substance Control (DTSC) the California Department of Resources Recycling and Recovery (CalRecycle) or any other governing faction at the request of the County.

C. SERVICE REQUIREMENTS

1. Pick-up of CEWs and/or E-Waste

The Contractor shall provide the locations identified in each individual Project Authorization, 40-yard drop-off bins (for E-Waste and for CEW) and any other material involved with the handling of the items stated above at no charge to the County. The quantity of bins shall be designated in each individual Project Authorization.

The size of the bins shall vary for each location identified on the Project Authorizations issued against this Master Agreement. The acceptable bin dimensions are: Length 20 feet, width is 8 feet and height is 10 feet and length 22 feet, width is 8 feet and height is 8.5 feet. At certain locations the County requires enclosed bins during the wet seasons, and open bins during the dry seasons.

The Contractor shall use their own labor forces and equipment to pick-up E-Waste and CEWs at the County collection sites. The County is responsible to prepare the items to be picked-up as follows:

CEWs, shall be placed in 40-yard drop-off bins, or similar containers acceptable to the Contractor, which shall only contain CEWs.

E-Waste shall be placed in 40-yard drop off bins or other containers acceptable to the Contractor and placed on pallets.

2. Scheduling for Pick-up

The County shall contact the Contractor via phone to schedule a pick-up. The Contractor shall schedule the pick-up within 72 hours from the request for pick-up and at a mutually acceptable time with the County (within the standard working hours of 8:00 a.m. and 5:00 p.m. Monday – Friday). Specific hours of availability for each County location shall be identified in each individual Project Authorization.

3. Weighing of CEWs and/or E-Waste

After the pick-up of the CEWs and/or E-Waste, the Contractor shall have the amount weighed at the pick-up location by a certified weigh-master. The County shall not be charged for the Contractor costs for weight certificates and weighing, cost for these items are included in the unit credit in Exhibit C of this Agreement. The Contractor shall facsimile a copy of the weight certificate to the County.

4. Result of CEWs and E-Waste picked-up by Contractor

The Contractor shall process the CEWs and E-Waste to the “Highest and Best Use” possible which may include all or any of the following:

- De-manufacturing to large size components
- Recycling to base components
- Crushing and smelting to base components
- All magnetic storage devices, such as computer hard drives, supplied to the Contractor through this Agreement that are not destroyed but are made available for reuse will be overwritten to U.S. Department of Defense specifications using such applicable software to overwrite such devices. No additional costs will be added for the above.

5. Reporting Requirements

The Contractor shall provide the following reports or documents:

- a. Weight of the picked-up CEWs and/or E-Waste to be provided to the County in a spreadsheet format acceptable to the County.
- b. Certification to the County that the pick-up was recycled according to this Agreement.
- c. Certification of residual amount of CEWs and/or E-Waste sent to landfill (overall recycle success rate) shall be provided to the County on a quarterly basis. This certification shall include total pounds received, total pounds recycled and remaining pounds.

D. COMPENSATION

The Contractor shall be compensated as identified in Exhibit C – Rate Schedule for the services provided under this Agreement and scope of work.

E. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Each Project Authorization issued against the Master Agreement shall designate a specific address for the Recovery Payments to be submitted.

F. REPRESENTATIVES

The County's representative shall be identified in each individual Project Authorization issued against this Master Agreement. The Contractor's representative is Craig Faczan (714) 633-4104.

G. PROTECTION OF EXISTING FACILITIES

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

H. TIMELINESS

Time is of the essence in this Agreement.

I. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product

percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

J. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Division of Industrial Safety Orders and OSHA.

K. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement at any time for its convenience and at its sole option, in whole or in part, by giving written notice to Contractor. Contractor agrees to waive any claims for damages, including loss of anticipated profits, in the event the County terminates the Agreement as provided for in this paragraph. Upon such termination, the obligations of this Agreement shall continue as to any work already performed and the County shall pay Contractor the amount due for work properly performed as of the date of termination, less any sums previously paid.

L. TRANSPORTATION

Title or ownership of the CEW and/or E-Waste passes to the Contractor at the point the carrier accepts the waste.

////

**EXHIBIT B
PROJECT AUTHORIZATION SAMPLE**

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and [COMPANY NAME] ("Contractor"), on _____.

B. Scope of Work

The Contractor shall provide all the labor, material, 40-yard bins and equipment to perform the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of E-Waste and covered E-Waste at _____ CA, in accordance with above referenced Master Agreement and, as set forth below and in **Attachment A**.

C. Compensation

The Contractor shall pay the County for the services provided under the Agreement and scope of work as identified in Exhibit C – Rate Schedule.

D. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Recovery Payments shall be submitted to:

Stanislaus County
Department of Environmental Resources
Address
City, State, Zip Code

E. Project Authorization Period

Services will commence on or about _____, 20__ and be completed by _____, 20__.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 00-00 on _____, 20__.

COUNTY OF STANISLAUS

ALL GREEN ELECTRONICS RECYCLING

By: _____
Sonya K. Harrigfeld
Director

By: _____
Name:
Title

"County"
APPROVED AS TO FORM:
John P. Doering
County Counsel

"Contractor"

By: _____
Name
Deputy County Counsel

EXHIBIT C

RECOVERY RATE SCHEDULE

Rate Schedule

The Contractor shall provide all the supervision, labor, equipment, materials and tools necessary to perform the services identified in Exhibit A – Scope of Work / Specifications in accordance with the rate schedule below. The pricing for the Contract term is identified in the price schedule below:

The Contractor shall pay recovery payments to the County, as set forth in below and in Exhibit A.

Description	CHARGE* Rate per pound	CREDIT Rate per pound
(UWED) E-Waste as defined in this Bid	n/a	\$0.04
(UWED) E-Waste (Computers) as defined in this Bid	n/a	\$0.30
CEW CRTas defined in this Bid	n/a	\$0.24
CEW Non-CRT	n/a	\$0.35

The above credit rates include all charges associated with the pick-up and delivery of E-Waste and CEW to the recycling plant including but not limited to the following: two (2) or more 40-yard enclosed drop-off bins (one for E-Waste and one for CEW), and other material involved with the handling of the items stated in Exhibit A, two day on-site training, all labor, equipment, transportation, (including fuel) weighing, certifying accepting, reporting and processing.



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

PROJECT AUTHORIZATION

11-001-SMG

1710 MORGAN ROAD, MODESTO, CA



A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and ALL GREEN ELECTRONICS RECYCLING ("Contractor"), on August 8, 2011.

B. Scope of Work

The Contractor shall provide all the labor, material, 40-yard bins and equipment to perform the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of E-Waste and covered E-Waste at 1710 Morgan Road, Modesto, CA, in accordance with above referenced Master Agreement, and Master Agreement Attachments A, B and C and, as set forth below.

The Contractor shall provide at least three (3) 40-yard bins at no cost to the County. The bin dimensions shall be at least 20 feet long, 8 feet wide and 10 feet high.

The facilities are closed on Monday and every other Tuesday and the staff is off as well. Contractor shall limit their pick up days to Wednesday to Friday from 8:00 a.m. to 2:00 p.m.

C. Compensation

The Contractor shall compensate the County for the services provided under the Agreement and scope of work as identified in Exhibit C – Rate Schedule.

D. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Recovery Payments shall be submitted to:

Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358

BOARD OF SUPERVISORS
2011 AUG 23 A 9:39

E. Project Authorization Period

Services shall commence on or about July 26, 2011, and be completed by July 20, 2016.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 11-001-SMG on _____, 2011.

COUNTY OF STANISLAUS

By: *Sonya K. Harrigfeld*
Sonya K. Harrigfeld
Director

"County"

ALL GREEN ELECTRONICS RECYCLING

By: *Craig Fazzan*
Name: CRAIG FAZZAN
Title DIR OF SALES + MKTG

"Contractor"

APPROVED AS TO FORM:

John R. Dering
County Counsel

By: *Thomas E. Boze*
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF ENVIRONMENTAL RESOURCES
3800 Cornucopia Way, Suite C
Modesto, CA 95358
Phone: (209) 525-6770
Fax: (209) 525-6773

PROJECT AUTHORIZATION

11-002-SMG

4000 FINK ROAD, CROWS LANDING, CA

A. Terms and Conditions

Except as hereinafter provided, the services provided by the Contractor under this Project shall be subject to the terms and conditions set forth in the *Master Agreement For Independent Contractor Services* made and entered into by and between the COUNTY OF STANISLAUS ("County") and ALL GREEN ELECTRONICS RECYCLING ("Contractor"), on August 8, 2011.

B. Scope of Work

The Contractor shall provide all the labor, material, 40-yard bins and equipment to perform the pick-up, transporting, accepting, weighing, certifying, reporting and recycling of E-Waste and covered E-Waste at 4000 Fink Road, Crows Landing, CA, in accordance with above referenced Master Agreement, and Master Agreement Attachments A, B and C and, as set forth below.

The Contractor shall provide, at no cost to the County, at least two (2) bins, one for TV's the other for electronics. During the "Wet-Season" Contractor shall provide, at no cost to the County, enclosed bins so E-Waste is not contaminated by the rain water. The bin dimensions shall be at least 22 feet long, 8 feet wide and 8.5 feet high.

The facilities are closed every Sunday and on four (4) major holidays per year. The site is open Monday through Saturday from 8:00 A.M. to 4:00 P.M.

C. Compensation

The Contractor shall compensate the County for the services provided under the Agreement and scope of work as identified in Exhibit C – Rate Schedule.

D. RECOVERY PAYMENT TO THE COUNTY (AUTHORIZED COLLECTOR)

Contractor shall provide recovery payments to the County (Authorized Collector), as set forth in Title 14 – Natural Resources Division, California Department of Resources Recycling and Recovery (CalRecycle) Chapter 8.2 Electronic Waste Recovery and Recycling, Article 2.4, Section 18660.33 Standard Statewide Recovery Payment Rate, for Covered Electronic Waste (CEW) regardless of the ultimate fate (reuse, export or recycling/cancellation) and SB20. See Exhibit C – Rate Schedule, Recovery payment to the County (Credit). In 2005 Calrecycle paid 48 cents for CEWs. In 2008 this payment decreased to 39 cents which consisted of Calrecycle paying 16 cents for CEWs to the collector (in this case the County) and 23 cents to the recycler (in this case the Contractor). The Contractor therefore, agrees to pay the County as identified in Exhibit C – Recovery Rate Schedule.

Recovery Payments shall be submitted to:

Stanislaus County
Department of Environmental Resources
3800 Cornucopia Way, Suite C
Modesto, CA 95358

E. Project Authorization Period

Services shall commence on or about July 26, 2011, and be completed by July 20, 2016.

IN WITNESS WHEREOF, the parties have executed this Project Authorization No. 11-002-SMG on August 8, 2011.

COUNTY OF STANISLAUS

By: _____

Sonya K. Harrigfeld
Director

"County"

ALL GREEN ELECTRONICS RECYCLING

By: _____

Craig Faczan
Name: CRAIG FACZAN
Title DIR OF SALES + MKTG

"Contractor"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: _____

Thomas E. Boze
Thomas E. Boze
Deputy County Counsel